



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

January 21, 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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. HOnor for the HOlidays Parade Award Winners

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - January 7, 2025

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. 2025-29:** A RESOLUTION ACCEPTING THE PROPOSAL OF JL2 ARCHITECTURE, LLC REGARDING A SPACE NEEDS ANALYSIS (PHASE I) FOR A JOINT EMERGENCY OPERATIONS CENTER AND PUBLIC SAFETY COMPLEX; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

- B. **RESOLUTION NO. 2025-33:** A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-34:** A RESOLUTION ACCEPTING A PROPOSAL FROM GHYABI CONSULTING AND MANAGEMENT, LLC TO PROVIDE TRANSPORTATION AND PROJECT DEVELOPMENT CONSULTING SERVICES; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

- D. **RESOLUTION NO. 2025-35:** A RESOLUTION ACCEPTING THE PROPOSAL OF MIDFLORIDA DIRECTIONAL DRILLING, LLC REGARDING DIRECTIONAL DRILLING SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-36:** A RESOLUTION ACCEPTING A BID FROM J COURTS, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND TENNIS CENTER CLAY COURT RESURFACING PROJECT, UNDER BID NO. 2025-18; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-37:** A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE OSCEOLA ELEMENTARY PAVILION REPLACEMENT PROJECT, UNDER BID NO. 2025-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-38:** A RESOLUTION ACCEPTING A BID FROM TEN-8 FIRE AND SAFETY, LLC FOR DUAL COMPLIANCE GEAR, UNDER BID NO. 2025-14; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2025-39:** A RESOLUTION AUTHORIZING THE

APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F150 PICK-UP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2025-41:** A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE REPLACEMENT OF SANITARY SEWER PEP TANKS, UNDER BID NO. 2025-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **RESOLUTION NO. 2025-42:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM NAF WATER FILTRATION, LLC D/B/A NEFCO FOR CLARIFIER COVERS AT THE CITY'S WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- K. **RESOLUTION NO. 2025-43:** A RESOLUTION RATIFYING AND AFFIRMING EMERGENCY PROCUREMENTS AS A RESULT OF HURRICANE MILTON; AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE PROCUREMENTS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- L. **Riverside Drive Closures Fiscal Year 2024-2025 Revised**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

- M. **Intent to Bid - Emergency Stationary Bypass Pump Installation**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

- N. **Intent to Bid - Water Reclamation Facility Biosolids Treatment and Disposal Services**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

- O. **Intent to Bid - Ormond Shores Park Stormwater Repair**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

P. **Bid Rejection - Granada Blvd Streetscape Sidewalk Banding Repair**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

Q. **Summary of Administrative Variances Granted, Fiscal Year 2023-24**

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

Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.

R. **City Manager's Monthly Report, January 2025**

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

Disposition: Accept as information as recommended in the City Manager staff report dated January 21, 2025.

8. **PUBLIC HEARINGS**

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

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

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

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

C. **ORDINANCE NO. 2025-08:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS,

ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; 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. 2025-09:** AN ORDINANCE APPROVING AND AUTHORIZING A FIFTH AMENDMENT TO THE AMENDED FINAL ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT TO REMOVE TWO PARCELS OF REAL PROPERTY TOTALING 30.46+ ACRES (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 4127-00-00-0011 AND 4127-00-00-0015), INCLUDING THE REMOVAL AND TERMINATION OF DEVELOPMENT ENTITLEMENTS PERTAINING TO THE SAID PARCELS, INCLUDING THE RIGHT TO EXTEND HUNTER'S RIDGE BOULEVARD WITHIN THE SAID PARCELS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **ORDINANCE NO. 2025-10:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, 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 FOUR PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 50.14 ACRES, LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023) FROM SR, SUBURBAN RESIDENTIAL, TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **ORDINANCE NO. 2025-11:** AN ORDINANCE APPROVING AND AUTHORIZING A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS THE "LITTLE TOMOKA VILLAGE" SUBDIVISION; PROVIDING FOR THE SUBDIVISION OF 31 RESIDENTIAL LOTS, A LOT FOR A HOUSE OF WORSHIP, AND AN AMENITIES BUILDING, ON APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-44:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING "SUNBROS COFFEE" PROPOSED TO BE LOCATED AT 14 SOUTH YONGE STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. SECOND 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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

January 7, 2025	7:00 p.m.	Commission Chambers
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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. 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 Moisis, 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 “BAL TIC 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

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Neal Ganzel Jr., Coquina Presbyterian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Steve Brockett

Mayor Leslie presented a proclamation and City Coin to Mr. Steve Brockett for his years of service at the Ormond Beach Municipal Airport Air Traffic Control Tower. He thanked Mr. Brockett for his contributions and wished him well in his retirement.

Item #4B – Human Trafficking Awareness Month

Mayor Leslie presented a proclamation to Ormond Beach Victim Advocate Courtney Fraine, declaring January 2025 as Human Trafficking Awareness Month, and urged all to take efforts in ending human trafficking.

Item #4C – National Law Enforcement Appreciation

Mayor Leslie presented a proclamation to the Ormond Beach Police Department with a proclamation declaring January 7, 2025 as National Law Enforcement Appreciation Day and encouraged residents to show their appreciation.

Item #5 – Audience Remarks

Mr. Alan Burton, 915 Ocean Shore Boulevard, thanked the staff, Commission, and specifically Commissioner Tolland for the work on the upcoming Landscape Article update. He invited the Commission to an upcoming ReGrow Volusia meeting and donated \$100 towards the Tree Fund; whereby, Mayor Leslie accepted.

Mr. Patrick Murphy, 678 Swan Range Road, Orange City, 32763, congratulated Mr. Brockett for all his work at the airport.

Ms. Jennifer Bright, 221 Arlington Way, expressed the importance of local government and property rights. She expressed concerns regarding development and Agenda 21.

Mr. Jeff Boyle, 614 North Halifax Drive, thanked the City Commission for their work over the past couple of years. He complimented the way the city was managed, the great work of the city’s first responders, the low turnover rate of high-ranking staff, and city’s volunteers.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the December 3, 2024, City Commission meeting and December 27, 2024, Special City Commission meeting were sent to the Commission for review and posted on the city’s website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of the December 3, 2024 City Commission meeting minutes.

Motion passed by voice vote.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of the December 27, 2024 Special City Commission meeting minutes.

Motion passed by voice vote.

Item #7 – 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 Deaton requested Item 7HH be pulled from the Consent Agenda.

Commissioner Tolland requested Items 7T and 7CC be pulled from the Consent Agenda.

Commissioner Sargent requested Item 7I be pulled from the Consent Agenda.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the Consent Agenda, absent Items 7I, 7T, 7CC, and 7HH.

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

Item #7I – Municipal Police Officers' Pension Trust Fund Board of Trustees Appointments

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-09, as read by title only.

Commissioner Sargent inquired if there were any updates regarding Mr. Brian Henderson serving on the Municipal Police Officers’ Pension Trust Fund Board of Trustees; whereby, Mr. Randy Hayes, City Attorney, stated there was no update, Mr. Henderson was not eligible to serve on the board due to the dual office position holding provision.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes

Carried.	Commissioner Tolland Mayor Leslie	Yes Yes
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Item #7T – Ormond Beach Housing Authority Appointment

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2025-20, as read by title only.

Commissioner Tolland requested Mr. Gregory Stokes be considered for the Housing Authority appointment, noting his background with the community; whereby, Commissioner Briley and Commissioner Deaton agreed.

Commissioner Briley withdrew his motion.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2025-20, as amended to include Mr. Gregory Stokes as the appointment, as read by title only.

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

Item #7CC – 2025 City of Ormond Beach Legislative Action Agenda

City Clerk Susan C. Dauderis read:

DISPOSITION ITEM: 2025 City of Ormond Beach Legislative Action Agenda

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Disposition Item 7CC.

Commissioner Tolland requested further details on the item.

Mr. Brian Rademacher, Economic Development Director, explained the proposed projects were based on community needs, Commission goals, and anticipated legislative priorities. He noted the legislative sessions look for projects that were ready to begin and the city had the funds available for the Miracle Field Installation and Storm-water Improvements projects.

Ms. Joyce Shanahan, City Manager, added there were additional opportunities for grant funding for flooding issues through Volusia County and State agencies.

Commissioner Tolland expressed support of the projects.

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

Item #7HH – Travel Approval for City Commission

City Clerk Susan C. Dauderis read:

DISPOSITION ITEM: Travel Approval for City Commission

Commissioner Tolland moved, seconded by Commissioner Deaton, to approve Disposition Item 7HH.

Commissioner Deaton stated the item was for transparency purposes and provided background on the item.

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

Comments on the Consent Agenda

There were no comments on the Consent Agenda.

Item #8 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #8A – 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.
(SECOND READING)

Mr. Steven Spraker, Planning Director, explained the request was for a right-of-way vacation within Cassen Park. He noted there were no objections received and staff recommended approval.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Ordinance No. 2024-36, on second 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 #8B – 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. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2024-37, on second 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 #8C – 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. **(SECOND READING)**

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

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

Item #8D – 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. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-39, 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

Item #8E – 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. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-40, on second 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 #8F – Road Name Change, Hammond Avenue to Baltic Avenue

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Andrew Greene, no address listed, voiced opposition to the item, explaining the history of the street name and area, and requested the street name remain the same.

Mr. Spraker stated the item was brought before the Commission at the request of Volusia County, citing concerns for first responders.

Commissioner Briley expressed concerns regarding the request of Volusia County due to the repeating street names within Ormond Beach; whereby, Mr. Spraker stated that was what the county was trying to avoid.

Commissioner Tolland moved, seconded by Commissioner Sargent, to continue Ordinance No. 2025-01.

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

Item #8G – Road Name Changes, Pennsylvania Avenue and Indiana Avenue

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley moved, seconded by Commissioner Deaton, to continue Ordinance No. 2025-02.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes

	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Item #8H – Land Development Code Amendment, Ormond Beach Historical Society

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-03, on first reading, as read by title only.

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

Item #8I – Land Development Code Amendment, Live Local Act

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-04, 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 #8J – Ellianos Coffee, 353 West Granada Boulevard, Special Exception

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker stated the request was for a stand alone drive-thru coffee restaurant. He reviewed the location, site plan, and the two special exceptions requested. He noted one special exception was related to the landscape buffer and the other was to waive one vehicle stacking space. He stated they were required to do a landscape betterment plan

and reviewed the requirements. He discussed the Planning Board’s concerns of vehicles backing out into West Granada Boulevard, which led to their denial recommendation.

Commissioner Briley expressed concerns regarding the change of the shops within the plaza. He inquired if there were enough designated parking spots with all the shops in the plaza; whereby, Mr. Spraker stated 347 parking were currently required and with the coffee shop in place there would be 411 spots.

Mr. Spraker discussed the peak hours of vehicles for the coffee shop compared to the retail shops and restaurants.

Mr. Christopher Gmuer, Engineer for the project, reviewed the history of Ellianos Coffee shops. He noted the success of the plazas around Ellianos Coffee’s in other communities. He discussed the special exceptions and reviewed the highlights of the coffee shop.

Commissioner Tolland expressed support of the landscape and project.

Commissioner Sargent inquired about what could be built on the property without Commission approval; whereby, Mr. Spraker stated the coffee shop could be approved, if it didn’t include the two special exceptions.He noted that retail, restaurant, and office spaces were all allowed in the space.

Commissioner Sargent expressed support of the project and requested the landscape include native plantings.

Commissioner Deaton stated she understood the Planning Board’s concerns, noting she did not believe the coffee shop would greatly affect the traffic along West Granada Boulevard.

Commissioner Briley stated he would vote no on the item due to the parking lot traffic concerns.

Commissioner Sargent stated he went to the nearby Starbucks to watch the traffic pattern, and discussed his findings.

Mayor Leslie inquired about the average wait time for an order; whereby, Mr. Trevor Hickman, Elliano’s Coffee Franchisee, stated the goal was two and a half minutes per order.

Commissioner Deaton stated she sat at a local Starbucks two different days to watch the traffic and did not notice a backup onto West Granada Boulevard.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-30, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	No
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Mayor Leslie closed the Public Hearings.

Item #9 – First Reading of Ordinances

Item #9A – Citizens' Law Enforcement Advisory Board, Addition of Alternate Members

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Susan Dauderis, City Clerk, stated during the December 3, 2024, City Commission Workshop, direction was given to add two alternate members to the Citizen’s Law Enforcement Advisory Board. She requested the Commission recommend two individuals to fill the role and a resolution would be brought back after the approval of the second reading of the ordinance.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-05, 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 recommended Mr. Sean Daly; whereby, Commissioner Tolland agreed and recommended Ms. Jennifer Haines as the second alternate.

Commissioner Deaton and Commissioner Sargent agreed with the two recommendations.

Item #9B – Leisure Services Advisory Board, Amendment to Composition

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Dauderis stated at the December 3, 2024, City Commission Workshop the Commission provided staff with the direction to remove the PRIDE appointment due to the dissolution of the program, reducing the membership from eleven to ten members.

Commissioner Tolland moved, seconded by Commissioner Briley, to approve Ordinance No. 2025-06, on first reading, as read by title only.

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

Item #9C – Quality of Life Advisory Board, Addition of Alternate Members

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Dauderis explained at the December 3, 2024, City Commission Workshop the Commission provided staff with the direction to add two alternates to the Quality of Life Advisory Board. She requested the Commission recommend two individuals to fill the role, and a resolution would be brought back after the approval of the second reading of the ordinance.

Commissioner Deaton recommended Ms. Deborah Carter and Ms. Barbie Sardina as the alternate members; whereby, the entire Commission agreed.

Commissioner Deaton moved, seconded by Commissioner Sargent, to approve Ordinance No. 2025-07, 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 #10 – Resolutions

Item #10A – Aviation Advisory Board Appointments

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Resolution No. 2025-31, as read by title only.

Ms. Dauderis stated there was a desire to further discuss the nominated appointees to the Aviation Advisory Board from the December 3, 2024 City Commission Workshop.

Mayor Leslie and Commissioner Tolland discussed their appointments.

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

Item #10B – Board of Adjustments and Appeals Appointments

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Dauderis explained there was a desire from the Commission at the December 3, 2024, City Commission Workshop to further discuss Mayor Leslie’s alternate appointment to the Board of Adjustments and Appeals.

Commissioner Sargent inquired if Mayor Leslie was hoping to move forward with his nomination or if he had a new appointee; whereby, Mayor Leslie stated he would like to nominate Mr. Ken Smith to the alternate position.

Commissioner Tolland inquired if Mr. Smith had interest in the board and if he was serving on another board; whereby, Mayor Leslie stated he had interest and was set to serve on other boards.

Ms. Dauderis reviewed the names of the individuals interested in serving on the Board of Adjustments and Appeals.

Commissioner Tolland supported the appointment of Mr. Smith.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-32, as amended to include Kenneth Smith as Mayor Leslie’s alternate appointment, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes

	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Item #11 – Reports, Suggestions, Requests

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, events, and provided updates regarding city projects. She stated the Ormond Beach Historical Society requested the city’s support and if a proclamation would be provided at the upcoming George Washington Gala.

Mayor Leslie expressed support of the updates regarding the Andy Romano Beachfront Park.

Ms. Claire Whitley, Assistant City Manager, provided updates regarding the Magic Forest playground.

Commissioner Tolland discussed meetings and events she attended, thanking staff for their work on the events. She complimented staff on the Commission Chamber upgrades. She requested staff share the next ReGrow Volusia event on the city’s social media and website. She suggested Mayor Leslie consider adding Mr. Marvin Miller and Ms. Debbie Kruck-Forester as Goodwill Ambassadors.

Commissioner Sargent thanked staff for their hard work. He congratulated Ormond Beach Police Officer Danielle Henderson on her 16th year of service with the city. He expressed support of the Cassen Park updates. He requested staff look into the signs that popped up in the VFW parking lot.

Commissioner Deaton provided further updates on the Magic Forest playground. She expressed support of the upgraded lighting at the Ormond Beach Sports Complex.

Commissioner Briley inquired about updates to the Granada Boulevard medians; whereby, Mr. Shawn Finley, Assistant City Manager, stated many were removed and that staff would reach out for updates on the remaining ones. Commissioner Briley discussed the city’s playgrounds updates and mentioned that Ms. Dorothy Engel would be 104 years old on January 13.

Mayor Leslie discussed events he attended and the 100% Club, as mentioned during the Human Trafficking Awareness Month proclamation.

Homeless Issues

Commissioner Deaton expressed concerns regarding the homeless camps within the city. She stated staff was requested to look into what other cities were doing to help ease the problems. She proposed a workshop to devise a strategic plan to address the transient issue; whereby, the entire Commission agreed to a workshop.

Mayor Leslie stated his agreement with Commissioner Deaton’s concerns and discussed the First Step Homeless Shelter.

Item #12 – Adjournment

The meeting was adjourned at 8:41 p.m.

APPROVED: January 21, 2024

BY: _____
 Jason Leslie, Mayor

ATTEST:

 Susan Carroll Dauderis,
 City Clerk



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-29
Strategic Goal:	Public Safety - New Police Department and EOC West of town		
Department:	Public Works - Engineering		
Subject:	Emergency Operations Center & Public Safety Complex Space Needs Analysis		
Summary:	On December 10, 2023, the City advertised for a Request for Qualifications for Services related to a Joint Emergency Operation and Public Safety Complex. This item was included in the current Capital Improvement Plan (CIP) with funds allocated for planning, design, and permitting, with legislative efforts focused on obtaining assistance from the State of Florida towards the relocation and replacement of the current police station and EOC. Following a review of the 5 submitted responses, a review committee consisting of the Police Chief, Fire Chief, Leisure Services Director, and Public Works Director conducted interviews with the top 3 ranked consultants. Based on the presentations made by the consultants, the committee unanimously selected the team led by JL2 Architecture for recommendation to the Commission for selection. On June 4, 2024, City staff brought their recommendation for selection of JL2 Architecture to the City Commission to enter into negotiations with JL2 Architecture for a space and needs analysis (Phase 1). Upon successful completion of the first phase, and with City Commission approval, the City would initiate the process to secure a contract to provide for site planning, architectural facility design, permitting, bidding services, and construction oversight. This project was included in the current year CIP, Fund 301-General Improvement Fund, with a budget of \$2,900,000 for planning, design, and permitting of this facility with the understanding that a funding source would need to be determined prior to issuance of a design contract. Funding for the Space Needs Analysis is available in the General Fund Reserves. Staff has worked with JL2 Architecture and their sub-consultant Zev Cohen and Associates to create a scope of		

	services for this project. These services are categorized in four main tasks: 1. <u>Staff Needs Analysis</u> – A critical phase of the project, this work will analyze the current and future needs of the City's staffing, making recommendations to meet the current and future needs of the City and its residents. Establishing the staffing needs will allow for the consultants to accurately complete a space needs analysis. 2. <u>Space Needs Analysis</u> – This phase of the project will utilize the staff needs analysis and, along with staff interviews create the framework that establishes the conceptual architectural and site plans described in the conceptual planning. 3. <u>Site Evaluation & Selection</u> – As a component of this project the consultants will analyze city-owned and selected non-owned properties for their capability to support the development of an emergency operations center and public safety complex. Utilizing the work completed in the Site Evaluation the consultants will work with City Staff to recommend and select a site for development. 4. <u>Conceptual Planning</u> – The consultant will create high level concepts for all considered sites to aid in the site evaluation and site selection. The recommended site will then have an advanced conceptual plan completed that considers all facets of development including building, utilities, stormwater, environmental protection, and transportation elements. Completion of these tasks will assist will final site selection and allow this project to proceed to detailed construction drawings and bid specifications for a new Emergency Operations Center and Public Safety Complex which will include police station, fire administration, and emergency operations center.
Financial Impact:	Funding will need to be made available in Fund 301-Capital Improvement Fund through a transfer from the General Fund Reserves. Staff has negotiated a fee of \$557,710 with JL2 Architecture for the work involved to complete this phase. Authorizations for future phases will be brought to the Commission for approval. Completion of this work will provide detailed information that will allow staff to seek additional grant funding opportunities for future phases of this project.
Citizen Impact:	A public safety complex and Emergency Operations Center will allow staff to continue the commitment made by the City Commission in a new Police Station and Emergency Operations Center to provide the best resources available to ensure public safety.
Recommended Action (Staff,	Staff recommends approval of a Professional Services Agreement with JL2 Architecture in the sum of \$557,710 for the purpose of a Space

Advisory Board and/or Other):	Needs Analysis for a new Emergency Operations Center & Public Safety Complex.	
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292	
Attachments:	1. 25-29 EOC Complex-JL2 Arch (P24-0219G) 2. JL2 Professional Services Agmt-Joint EOC Public Safety Complex	
Approval:	Kelly McGuire, Finance Director	1/9/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/13/2025

RESOLUTION NO. 2025-29

A RESOLUTION ACCEPTING THE PROPOSAL OF JL2 ARCHITECTURE, LLC REGARDING A SPACE NEEDS ANALYSIS (PHASE I) FOR A JOINT EMERGENCY OPERATIONS CENTER AND PUBLIC SAFETY COMPLEX; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Qualifications (RFQ 2024-17) for services to conduct a space needs analysis (Phase I) for a joint emergency operations center and public safety complex (the Project) in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's review committee reviewed the five (5) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by JL2 Architecture, LLC. to conduct a space needs analysis (Phase I) for a joint emergency operations center and public safety complex in the amount of \$557,710.00 (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of JL2 Architecture, LLC and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of JL2 Architecture, LLC to conduct a space needs analysis (Phase I) for a joint emergency operations center and public safety complex for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with JL2 Architecture, LLC.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and JL2 Architecture, LLC for the Project in an amount of \$557,710.00, and to pay the cost thereof from the General Fund (301).

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**PROFESSIONAL SERVICES AGREEMENT
SPACE NEEDS ANALYSIS, SITE PLANNING, AND FACILITY DESIGN FOR A NEW JOINT
EMERGENCY OPERATIONS CENTER & PUBLIC SAFETY COMPLEX**

This Agreement is made and entered into by and between the CITY OF ORMOND BEACH, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), 22 South Beach Street, Ormond Beach, Florida 32174 and JL2 ARCHITECTURE, LLC, (hereinafter referred to as "CONSULTANT"), address 1678 Kingston Road, Longwood, Florida 32750.

PREMISES

WHEREAS, the CITY wishes to employ a professional engineering firm to assist the CITY in a Space Needs Analysis, Site Planning, and Facility Design for a new Joint Emergency Operations Center and Public Safety Complex.

WHEREAS, the CITY desires to employ the CONSULTANT in connection therewith upon terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services, and,

WHEREAS, on December 10, 2023, the CITY advertised a Request for Qualifications (RFQ 2024-17) for the "Professional Services Related to Space Needs Analysis, Site Planning and Facility Design for a new Joint Emergency Operations Center and Public Safety Complex" project from qualified engineering firms and selected the CONSULTANT in accordance with the "Consultants Competitive Negotiation Act" (CCNA) pursuant to §287.055 Florida Statutes; and

WHEREAS, this Agreement shall constitute an Engineering Services Contract as defined under the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF PROFESSIONAL SERVICES. A detailed description of the scope professional services ("Scope of Services") to be provided is provided in Exhibit "A".

SECTION 2. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall commence upon the receipt of a Notice to Proceed and shall be for the duration of the project through completion of the space needs analysis, site planning, and facility conceptual design. The City, with the mutual agreement of the CONSULTANT may elect to amend the agreement to include, but not be limited to, final design, and construction administration services. CONSULTANT shall perform all services under any amendments in accordance with the terms and conditions herein.

SECTION 3. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement for a fixed fee in the amount of \$557,710.00. A detailed copy of the negotiated fees for the project are attached in Exhibit "B".

SECTION 4. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance of the work are reimbursable if they have been included in the negotiated fixed fee as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be

billed and will not pay any “up charges” or any cost over and above the CONSULTANT’s actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee’s name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 5. PAYMENT AND BILLING.

CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:

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

Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective services not discovered by CITY at the time of completion of services, and/or payment.

SECTION 6. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY's project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the CITY Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The CITY Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The CITY Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the CITY Manager is final administrative action. Either party may appeal the decision of the CITY Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the CITY Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents,

papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 7. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all

damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of CITY after final payment is made to CONSULTANT.

SECTION 9. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee schedule attached, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day.

SECTION 10. TERMINATION.

(a) The CITY may, by written notice to CONSULTANT, terminate, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the fixed fee amount equivalent to the percentage of the completed work as determined solely and conclusively by CITY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 11. DOCUMENTS IN CONFLICT. Whenever the terms of this Agreement conflict with any other document, Exhibit or Change Order, the Agreement shall prevail.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 13. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 14. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY. Pursuant to §725.08, Florida Statutes, Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE

PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

SECTION 15. INSURANCE.

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

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include 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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

SECTION 16. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the CITY Commission of Ormond Beach.

SECTION 17. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 18. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the CITY Commission, and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the CITY Commission or any CITY advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the

CITY: (1) provide a written estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY in writing of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services.

(c) If the CITY elects to make the change, the CITY shall issue a Change Order for the additional work and the CONSULTANT shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

SECTION 21. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 23. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 24. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Change Order.

SECTION 25. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the CITY to perform the contracted service.

(b) Upon request from the CITY Clerk, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

(d) Upon completion of the contract, transfer at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY Clerk, in a format that is compatible with the information technology systems of the CITY.

(e) Failure of the CONSULTANT to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the CITY.

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

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

Ref: Fla. Stat. §119.0701(2016)

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee,

commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 28. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 29. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 30. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 31. ENFORCEMENT COSTS / VENUE / WAIVER OF JURY TRIAL. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs,

including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

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

SECTION 32. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
Public Works Director
22 South Beach Street, Suite 104
Ormond Beach, Florida 32174

For CONSULTANT:

JL2 Architecture, LLC
1678 Kingston Road
Longwood, Florida 32750

SECTION 33. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 34. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates below, and the Agreement shall become effective upon the date last signed.

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____
JASON LESLIE
Mayor

Print Name

Attest: _____
JOYCE A. SHANAHAN
City Manager

Print Name

DATED this _____ day of _____, 2025.

Witnesses:

JL2 ARCHITECTURE, LLC

By: _____
Johnnie Lohrum Jr, RA
President

Print Name

Attest: _____

Print Name

Print Name

Title

EXHIBIT “A”

Scope of Services



November 21, 2024

Mr. Shawn Finley
Public Works Director
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

RE: RFP-Public Safety Facility

SUBJECT: Professional Architectural & Engineering Design Services
Planning & Conceptual Design
Commission No. – 2024-P019

Dear Mr. Finley:

j|2 Architecture appreciates the opportunity to submit our proposal for Architectural and Engineering planning and conceptual design services for the City of Ormond Beach's new Public Safety Facility. Our proposal includes a scope of work breakdown and fees for the first phase of Planning & Conceptual Documents. Included are the attached exhibits: A-Scope of Project, B-Scope of Services, C-Rates Request Schedule, D-Hourly Rates and E-Calendar Schedule.

For the planning and conceptual design phase of the new public safety facility, we propose a fixed fee of \$557,710.00 (Five Hundred Fifty-Seven Thousand Seven Hundred Ten Dollars). This fee includes architectural, civil, geotechnical, surveying, landscape, irrigation, environmental, structural, mechanical, electrical, plumbing, fire protection, security, communications, grant administration & estimating services.

Our proposal is based upon the final scope of work identified in RFQ 2024-17 and discussed in our kick-off scoping meeting held on June 21, 2024. j|2 Architecture will be responsible for the architectural and engineering design / coordination utilizing the following consultants:

1. Zev Cohen & Associates / Civil, Env., Landscape, Irrigation Engineering & Surveying located in Ormond Beach, FL.
2. Burton Braswell Middlebrooks (BBM) / Structural Engineer located in Longwood, FL.
3. DJ Design / Architectural Design & Planning located in Ormond Beach, FL.
4. OCI & Associates / MEP/FP Engineers located in Melbourne, FL.
5. Bechtol Engineering / Geotechnical located in DeLand, FL.
6. Hale Innovations / Grant Writing located in Orlando, FL.
7. KMI / Estimating located in Orlando, FL.

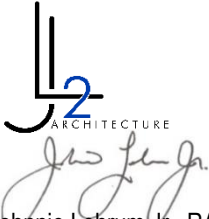
Clarifications:

1. See attached Civil proposal dated October 4, 2024 for the full Civil, Environmental and Landscape scope of work.
2. Civil scope is for due diligence on multiple properties. The proposed Geotechnical and Survey scope will only be for the final selected City site. These services are currently provided as an allowance.
3. Sustainable certification of any kind is not included.
4. Agency fees associated with the building, environmental or site permitting process are not included.
5. Any significant changes or out of sequence changes in scope, client changes or unforeseen conditions may require an additional service.
6. This proposal does not constitute a contract.

ATTN: Mr. Finley
RE: Public Safety Facility
November 21, 2024 - Page 2

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of Ormond Beach and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

The block contains a stylized logo for 'jl2 ARCHITECTURE' and a handwritten signature in black ink. The logo features a large 'J' and 'L' with a blue '2' in the center, and the word 'ARCHITECTURE' in a smaller, sans-serif font below it. The signature is written in a cursive style over the logo.

Johnnie Lohrum Jr., RA
President

Attachments: Exhibit A--Scope of Project
 Exhibit B--Scope of Services
 Exhibit C--Rates Request Schedule
 Exhibit D--Hourly Rates
 Exhibit E--Calendar Schedule
 Zev Cohen Proposal

City of Ormond Beach
Public Safety Facility
Exhibit A – Scope of Project
Planning, Design, Permitting & Construction Administration
November 21, 2024 – Page 3

The City of Ormond Beach is seeking to design and construct a new Joint Emergency Operations Center and Public Safety complex. The facility shall include spaces for City departments such as Police, Fire (with potential fire station), Emergency Management, Leisure Services and Public Works. A potential Police & Fire Training Facility will be evaluated as well.

All of the new facility structure and components shall be designed as an essential IV building per the Florida Building code with the EOC potentially meeting higher standards such as FEMA & ICC 500 for Shelter Design. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control, and communications systems for 24-hour operation during an emergency event is essential. The project will consider utilizing sustainable design strategies without certification. The project is to be evaluated and estimated by the design team and may be constructed using the Design-Bid-Build or Construction Manager at Risk Method (TBD by the City).

jl2 Architecture will coordinate with the City, all representatives & the City Project Manager from design through construction completion. We will develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget (to be determined after the Planning & Conceptual Documents are prepared and estimated).

City of Ormond Beach
Public Safety Facility
Exhibit B – Scope of Services
Planning, Design, Permitting & Construction Administration
November 21, 2024 – Page 4

**some scope items from different phases will run concurrently with each other for scheduling efficiencies*

Phase One – Staffing Analysis

- 1) The CONSULTANT shall prepare a staffing questionnaire for the City staff as part of the initial data gathering.
- 2) The CONSULTANT shall conduct interviews with City staff focusing on the key functional and operational characteristics of the facility, including current staffing and projected staffing at the 10 year and 20 year milestones.

Phase Two – Space Needs Analysis

- 1) The CONSULTANT shall prepare a programming questionnaire for the City staff as part of the initial data gathering.
- 2) The CONSULTANT shall conduct interviews with City staff for the development of conceptual design for the new Police Station. Interviews will focus on the key functional and operational characteristics of the facility, including current staffing and projected staffing, labor agreements, fleet size, mix and projected growth.
- 3) The CONSULTANT shall assess the existing Police Station building and site to provide a brief analysis on the options of re-purposing the site or demolishing for re-development. All building systems will be evaluated in the assessment.
- 4) The CONSULTANT shall provide a Building Program Spreadsheet with room names, square footages of City program spaces and core infrastructure space and total square footage for 10 year and 20 year milestones.

Phase Three A & B – Site Evaluation & Selection

- 1) The CONSULTANT shall prepare detailed site due diligence for two potential project sites including environmental review of previous surveys, tax maps, flood plain maps, aerial photography, soil maps, zoning regulations, land use maps and drainage information (see attached civil proposal for detailed scoping breakdown).
- 2) The CONSULTANT shall develop a master plan study to evaluate and compare site planning options for two potential project sites.
- 3) The CONSULTANT shall prepare an exploratory geotechnical report for the selected site to be developed. Geotechnical report shall be signed and sealed by Florida licensed geotechnical engineer. It shall provide necessary testing, evaluation and recommendations as may be required by the architect/ engineer of record in order that they may design the site preparation, storm water system, pavement systems and building foundation.
- 4) THE CONSULTANT shall provide land surveying services. Land surveys to be signed and sealed by a Florida licensed surveyor. Land surveys to include boundary, legal description, topography, development area tree survey, specimen tree census, tree replacement stock survey and utilities in accordance with Florida Administrative Code 5J-17 and state plane coordinates NAD 83/90 (Datum), FL EAST ZONE. Topography in one foot contours plus spot elevations of buildings, structures, pavement and related appurtenances. Survey shall identify, dimension and dimensionally locate all buildings, structures, septic tanks, drain fields, fencing, pavement, wells, fuel tanks and fixed equipment. Survey shall identify and dimensionally locate all utilities, above and below grade, on-site and within the adjacent right-of-way. Utilities may include water, sewer, lift stations, power, gas, cable TV & internet, phone, communications, storm water, fire fiber optics and fire hydrants. Survey shall provide size and material of piping, invert elevations, slope and distance between adjacent piping. Surveys shall also include wetland delineation boundary tree specimen and historic tree census and tree replacement stock survey. Work includes title search and documentation on the survey drawing of easements, right-of ways and other impediments. Surveyor shall coordinate all agencies for utility locates. Survey of items below ground shall be by soft dig or ground penetrating radar as may be necessary.
- 5) See Civil Proposal for a detailed scope breakdown.

Phase Four – Planning & Conceptual Documents

- 1) The CONSULTANT shall prepare a detailed Division 1-32 estimate for the selected site and final facility design.
- 2) The CONSULTANT will provide Grant Administrative services to act as an extension of City Staff to help evaluate, apply for and administer potential grant opportunities for the project.
- 3) The CONSULTANT will prepare 3D concept renderings for the site and building.
- 4) The CONSULTANT will work with City staff as needed in preparing for informative community workshops and interactive commission meetings, as directed by the City.
- 5) THE CONSULTANT shall prepare a PRM (Project Requirements Manual) based on the final selected site, to compile and include the following:
 - A) Conceptual Design Narrative :
 - List of goals and objectives of the City for the building.
 - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, fuel and water station, generators, building automation system, redundant systems, self-sufficient on-site utilities and related issues, vehicle storage and maintenance systems, flammable storage systems, specialty vault systems such as explosives, ammunition and the like. Design criteria shall include, but not be limited to, redundant systems, systems for 24-hour operation, emergency back-up systems such as generators.
 - B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.
 - C) Summary of sustainable strategies to be implemented.
 - D) Staffing analysis.
 - E) Building Program Spreadsheet with room names, square footages of City program spaces and core infrastructure space and total square footage.
 - F) Building / facility adjacency & blocking diagrams.
 - G) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.
 - H) Water/ sewer utility capacity analysis and recommendation.
 - I) Report of data collection and analysis.
 - J) Meeting minutes.
 - K) Preliminary Civil / Site environmental assessment.
- 6) THE CONSULTANT shall conduct Design Workshops where THE CONSULTANT sketches diagrams and drawings alongside City staff to fully investigate the building and site layout in a collaborative manner. The consultant will prepare as many site & building layouts as necessary to incorporate the City's vision, pending project timing.
- 7) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City-CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings.

City of Ormond Beach
Public Safety Facility
Exhibit D – Hourly Rates
Planning, Design, Permitting & Construction
Administration November 21, 2024 – Page 6

Principal	\$250.00
Project Director / Manager	\$190.00
Project Architect	\$170.00
Senior Interior Designer	\$170.00
Designer	\$130.00
Specification Writer	\$170.00
Construction Administration	\$160.00
Administration	\$ 95.00

City of Ormond Beach
Public Safety Facility
Exhibit E – Calendar Schedule
Planning, Design, Permitting & Construction
Administration November 21, 2024 – Page 7

Total Design Phases 1 thru 4 = 165 days

***Schedule is an estimate at this time and is in calendar days.**

Staffing Analysis / Needs Assessment = 60 days

*Includes in meeting page turn for City Review

Site Due Diligence (*concurrent with needs assessment*) = 60 days

*Includes in meeting page turn for City Review

***At this point the City may choose to put the project on a temporary hold to allow for possible site purchase/agreement negotiations**

Conceptual Design = 90 days

*Includes final detailed planning for 1 selected site location

City Review of Draft Documents = 30 Days

*Includes in meeting page turn for City review

*City to provide review comments

Final Deliverable / Presentation = 15 days

VIA EMAIL
(jlohrum@jl2architecture.com)

July 26, 2024
Revised October 3, 2024

Mr. Johnnie Lohrum, AIA
President
JL2 Architecture
1678 Kingston Road
Longwood, Florida 32750

Hereinafter referred to as Client.

RE: Ormond Beach Emergency Operation
Center – Police and Fire Facility
ZC 23355 F

Dear Johnnie:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering, landscape architecture, planning and environmental services for the above referenced project. We look forward to working with you and the City of Ormond Beach in selection and development of a site for the City's new EOC complex.

Project Summary

The City of Ormond Beach proposes to develop a new EOC Complex within the city limits in order to consolidate emergency operations and also remove current facilities out of flood zones and hazardous areas. The City has identified two (2) sites for consideration. ZCA proposes to assess the two (2) sites, make recommendations and further analyze and conceptualize the sites. Community engagement and public hearings are included (Phase I). Phase I work will also include a limited site analysis of the existing police station complex located on Granada Boulevard. ZCA proposes to assess the existing site and provide a brief analysis on the options of re-purposing the site or demolishing for re-development.

Phase II will consist of final engineering (construction) plans, permitting and site plan approvals for design of the project on the selected site. ZCA will also provide environmental, landscape architect, and planning services for permitting approvals. Scope and fees for Phase II will be provided at a later time.

The Phase III portion of the scope will include bidding of the project and construction administration services to include RFI's, pay requests, show drawings, site visits, and final certifications to all permitting agencies. Scope and fees for Phase III will be provided at a later time.

The purpose of this proposal is to provide scope and fees for Phase I.

Scope of Services

Phase I – Due Diligence and Site Assessment

I. Due Diligence

A. Planning

ZCA proposes to provide detailed due diligence research and documentation for three (3) identified sites in Ormond Crossings area of the City. The first site is located on Pineland Trail, is owned by the City, and is commonly known as the nursery site. The second property is the northeast corner of Pineland Trail and Harmony Drive intersection, and is currently owned by Ormond Crossings (OC). This proposal assumes OC will be cooperative in sharing information. The City will handle all negotiations with OC. The following due diligence is proposed:

1. ZCA shall gather data, research and information on the two (2) properties that are readily available, such as previous surveys, tax maps, flood plain maps, aerial photography, surveys, soil maps, zoning regulations, land use maps, and drainage information. ZCA assumes OC will provide any materials they may have on their sites.
2. ZCA shall research and determine the current future land use and zoning of the properties at the City based on their published maps. Existing entitlements and requirements such as setbacks, open space, lot coverage, parking, building heights, etc. will be researched.
3. ZCA shall review readily available City documentation regarding roadway capacities and access issues (this task does not include applying for concurrency).
4. ZCA shall develop an expected design and permitting schedule.

B. Engineering

1. ZCA shall research major public (water, sewer, and reuse) and specific franchise utility (power, telephone, gas, fiber optic) service providers in the area. Potential connection points will be identified if readily available from the utility provider.
2. ZCA shall meet or discuss the project with key regulatory agencies through which permits will be required to discuss the proposed project.
3. ZCA shall list anticipated site related permits for the project.
4. ZCA shall research flood zone and drainage characteristics of the sites, readily known constraints, and potential outfall locations. Based on the information available, ZCA shall conceptually estimate the retention requirements by percentage of development area (does not include stormwater computations or analysis) for the proposed development.
5. ZCA shall research the potential requirements for off-site improvements and site access constraints.
6. ZCA shall contact the project geotechnical consultant to provide input for them to perform an Environmental Phase I study and/or preliminary soils analysis, if necessary.
7. ZCA shall coordinate with project surveyor to identify encumbrances, easements, etc. for the properties.

C. Environmental

1. ZCA shall conduct a site visit to review the biological/ecological characteristics of properties.
2. Preliminary Biological Assessment - ZCA shall obtain aerial and soil survey maps for the proposed development area. This information shall be used to conduct a limited site visit to determine the potential for wetlands or protected species habitat. ZCA shall prepare a letter that will provide recommendations for additional biological services, if necessary.

Items related to conducting specific field studies and obtaining permits from federal, state and local regulatory agencies are not included within this scope of work.

3. ZCA shall research tree preservation requirements.

D. *Existing Site Assessment*

ZCA shall research and assess the existing Police Station site on Granada Boulevard for function and future use. ZCA shall assess the site with regard to size, utilities, stormwater, flood zone, zoning, access, environmental constraints, surrounding uses, etc. The purpose of the assessment will be to provide data and recommendations on future uses of the property. Re-purposing of the building and site will be analyzed and compared with the scenario of demolishing and re-developing site with alternative uses.

The detail of the assessment will be general for the purpose of providing ideas and options for the vacated property. Prior to actually converting the property, a more in-depth study will be required.

II. *Proposed Site Assessments*

A. *Report*

ZCA shall develop a detailed report of the Due Diligence information documenting the information and data obtained. ZCA will produce the appropriate mapping and exhibits to illustrate the findings.

B. *Site Investigation and Assessment*

The two (2) sites will be analyzed and vetted with the anticipation of prioritizing and selecting the most desirable locations from the included parcels in the due diligence report. The assessment will include recognition of public vs. private sites, including anticipated costs of the private properties, feasibility of purchase, potential services or improvements to off-set costs, etc. in order to better understand and evaluate the sites.

C. *Conceptual Plans*

ZCA proposes to develop Conceptual Development Plans for each of the proposed sites.

1. Desired facilities of each City Department
2. Demonstrate potential use and yield
3. Architectural footprints for uses and programming
4. Site infrastructure

D. *Opinion of Costs*

ZCA proposes to assist the project cost estimator to develop engineer's opinions of costs for the various Conceptual Plans.

1. Site improvements
2. Off-site improvements
3. Buildings costs (Architect)
4. Consultant fees (Engineer, Architect, survey, soils, legal)
5. Soft costs (Impact fees, application fees, mitigation, etc.)

E. Recommendations

In close coordination with staff and the design team, ZCA will provide recommendations of the most appropriate site. Justification will be provided.

III. Preliminary Engineering Design

A. Civil Engineering

ZCA shall utilize the due diligence information, geotechnical/information, survey, and design and input for the Client to develop a Preliminary Engineering Plan (PEP) for the recommended site. The PEP will be based on the Conceptual Plan. The PEP shall show roadways, buildings, parking areas, common areas, drainage features, environmental features, utilities, and general site information. We anticipate a preliminary geotechnical analysis will be required to confirm suitability of the soils.

B. Environmental

ZCA shall locate and GPS all wetlands for the preferred site. Wetland lines and upland buffers will be added to the PEP. ZCA shall also locate and GPS all historical trees on the site.

C. Landscape Architecture

1. Landscape Plans:

For purposes of illustration and cost estimating, ZCA shall prepare a preliminary plan identifying the location of trees, palms, shrubs, ground covers and sod types for all landscape buffers, designated green areas, building foundations, parking lot islands, and entrance features.

2. Hardscape Plans:

For purposes of illustration and cost estimating, ZCA shall prepare a preliminary plan identifying the location and specifications of proposed hardscaping features for the sites.

D. Opinions of Costs

ZCA proposes to assist the project cost estimator to develop engineer's opinions of costs for the Preliminary Engineering Plans.

1. Site improvements
2. Meetings with Ormond Crossings representatives
3. Off-site improvements
4. Buildings costs (Architect)
5. Consultant fees (Engineer, Architect, survey, soils, legal)
6. Soft costs (Impact fees, application fees, mitigation, etc.)

IV. Meetings and Community Engagement

ZCA proposed to conduct and attend the following meetings (in-person and virtual) to promote the development of the project.

1. Meetings with City Staff
2. Meetings with City Manager
3. PowerPoint presentations and Meetings with City Commissions (via workshop)
4. Meetings with City Commissioners (individually)
5. Public workshop for community engagement and presentation of results

V. Grant Funding

ZCA shall assist the Project Architect, Grant Writer, and the City to solicit various grants in support of finding the project design and/or construction.

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	<u>TASK</u>	<u>FEE</u>
I.	Due Diligence	
A.	Planning	\$10,330.00
B.	Engineering	\$7,760.00
C.	Environmental	\$10,970.00
D.	Existing Site Assessment	\$10,520.00
II.	Proposed Site Assessments	
A.	Report	\$17,240.00
B.	Site Investigation and Assessment	\$8,760.00
C.	Conceptual Plans	\$15,960.00
D.	Opinion of Costs	\$3,810.00
E.	Recommendations	\$4,260.00
III.	Preliminary Engineering Design	
A.	Civil Engineering	\$16,000.00
B.	Environmental	\$3,930.00
C.	Landscape Architecture	\$2,880.00
D.	Opinions of Costs	\$2,230.00
IV.	Meetings and Community Engagement	\$17,400.00
V.	Grant Funding	\$3,010.00
	REIMBURSABLES	\$2,000.00
	TOTAL FIXED FEE	\$137,060.00

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
2. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
3. Earthwork or Construction Cost Estimating
4. Signage Design and Permitting
5. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
6. FEMA Map Revisions or Amendments
7. Concurrency Management Application
8. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
9. Species-specific field survey
10. Permit applications for impacts to protected species
11. Arbor Services, including tree survey
12. GPS services
13. Mitigation planning and coordination, including quantitative impact and mitigation assessments
14. NPDES permitting, inspections, and reporting
15. Preparations and recording of Plat
16. Color Rendering/Graphic Representations
17. Coordination and/or addressing Financial Institution or Lending requirements
18. Site lighting or structural design
19. Construction Specification Manual
20. FAA Air Studies or Formal FAA Approval
21. Coordination of franchise utilities beyond providing plans to the private utilities
22. USPS Coordination
23. LEED, Green Globes, or other similar environmental program Design Services, Coordination, or Commissioning

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Written authorization to access land from current landowner
2. Cultural Resource Assessment
3. Surveying (topographic, boundary, easements, encumbrances, preparation of legal descriptions, wetland, tree surveys, plat, etc.)
4. Geotechnical Engineering (soil borings, seasonal groundwater table determination, drawdown analysis, etc.)
5. Electrical Design (lighting and electrical design)
6. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
7. Architectural Services

Client Initials _____

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

If this Contract/Agreement for Services meets with your approval, please reference this document in your Master Sub-Consultant Agreement.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
Principal

MDD/ns
23355c01 F REV 10.3.24
cc: Robert J. Ball, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Mark P. Karet, AICP
William D. Lites
Viviana Vargas
Haley Calkins
File

Task	Principal \$210.00	Department Director \$195.00	Project Manager \$165.00	Professional Engineer \$155.00	Registered Landscape Architect \$150.00	Planner II \$115.00	Senior CADD Technician \$110.00	Environmental Scientist II \$115.00	Clerical \$55.00	Subtotal
Site Selection										
I. Due Diligence										
A. Planning	2 \$420.00	8 \$1,560.00	12 \$1,980.00	8 \$1,240.00	0 \$0.00	24 \$2,760.00	5 \$550.00	12 \$1,380.00	8 \$440.00	79.00 \$10,330.00
B. Engineering	2 \$420.00	8 \$1,560.00	12 \$1,980.00	16 \$2,480.00	0 \$0.00	0 \$0.00	8 \$880.00	0 \$0.00	8 \$440.00	54.00 \$7,760.00
C. Environmental	2 \$420.00	4 \$780.00	6 \$990.00	4 \$620.00	0 \$0.00	0 \$0.00	16 \$1,760.00	48 \$5,520.00	16 \$880.00	96.00 \$10,970.00
D. Existing Site Assessment	8 \$1,680.00	8 \$1,560.00	16 \$2,640.00	4 \$620.00	0 \$0.00	8 \$920.00	16 \$1,760.00	4 \$460.00	16 \$880.00	80.00 \$10,520.00
Site Evaluation										
II. Proposed Site Assessments										
A. Report	8 \$1,680.00	8 \$1,560.00	24 \$3,960.00	16 \$2,480.00	8 \$1,200.00	24 \$2,760.00	8 \$880.00	16 \$1,840.00	16 \$880.00	128.00 \$17,240.00
B. Site Investigation and Assessment	4 \$840.00	8 \$1,560.00	10 \$1,650.00	6 \$930.00	4 \$600.00	12 \$1,380.00	4 \$440.00	8 \$920.00	8 \$440.00	64.00 \$8,760.00
C. Conceptual Plans	2 \$420.00	8 \$1,560.00	24 \$3,960.00	16 \$2,480.00	10 \$1,500.00	8 \$920.00	30 \$3,300.00	12 \$1,380.00	8 \$440.00	118.00 \$15,960.00
D. Opinion of Costs	0 \$0.00	2 \$390.00	4 \$660.00	12 \$1,860.00	0 \$0.00	0 \$0.00	0 \$0.00	4 \$460.00	8 \$440.00	30.00 \$3,810.00
E. Recommendations	2 \$420.00	2 \$390.00	8 \$1,320.00	6 \$930.00	2 \$300.00	2 \$230.00	0 \$0.00	2 \$230.00	8 \$440.00	32.00 \$4,260.00
Conceptual Design										
III. Preliminary Engineering Design										
A. Civil Engineering	4 \$840.00	16 \$3,120.00	24 \$3,960.00	24 \$3,720.00	4 \$600.00	2 \$230.00	24 \$2,640.00	2 \$230.00	12 \$660.00	112.00 \$16,000.00
B. Environmental	0 \$0.00	0 \$0.00	2 \$330.00	4 \$620.00	0 \$0.00	0 \$0.00	2 \$220.00	24 \$2,760.00	0 \$0.00	32.00 \$3,930.00
C. Landscape Architecture	0 \$0.00	0 \$0.00	2 \$330.00	2 \$310.00	12 \$1,800.00	0 \$0.00	2 \$220.00	0 \$0.00	4 \$220.00	22.00 \$2,880.00
D. Opinion of Costs	2 \$420.00	2 \$390.00	4 \$660.00	2 \$310.00	0 \$0.00	0 \$0.00	0 \$0.00	2 \$230.00	4 \$220.00	16.00 \$2,230.00
IV. Meetings and Commnunity Engagment	24 \$5,040.00	24 \$4,680.00	24 \$3,960.00	4 \$620.00	4 \$600.00	12 \$1,380.00	4 \$440.00	4 \$460.00	4 \$220.00	104.00 \$17,400.00
V. Grant Funding	0 \$0.00	0 \$0.00	2 \$330.00	4 \$620.00	0 \$0.00	12 \$1,380.00	0 \$0.00	4 \$460.00	4 \$220.00	26.00 \$3,010.00
Total Hours by Task	60.00	98.00	174.00	128.00	44.00	104.00	119.00	142.00	124.00	993.00
Total Fees by Task	\$12,600.00	\$19,110.00	\$28,710.00	\$19,840.00	\$6,600.00	\$11,960.00	\$13,090.00	\$16,330.00	\$6,820.00	\$135,060.00
Reimbursable Expenses										\$ 2,000.00
GRAND TOTAL										\$137,060.00

EXHIBIT “B”

Fee Schedule

Ormond Beach Public Safety Facility Fee/Hourly Breakdown_EXHIBIT C										
ARCHITECTURAL										
November 21, 2024										
	250	190	170	170	130	110	170	160	95	
	Principal	Project	Project	Project	Designer	BIM	Spec.	Const.	Admin.	
		Manager	Architect	Engineer		Tech.	Writer	Admin.		
Phase One-Staffing Analysis										
Document Collection & Review		40	32	8			8		24	
Administrative	8	8	8	8	8		8		32	
Existing Building Analysis	4	16	16	24				4	4	
Interviews with Staff	8	16	16							
Staffing Analysis Report		16	16							
Meetings	12	8	8	8	12	8				
Fleet Analysis		8	16							
Team Coordination	8	12	12	4	12	12	4	4	4	
Subtotal hours	40	124	124	52	32	20	20	8	64	Total
Subtotal fees	10000	23560	21080	8840	4160	2200	3400	1280	6080	69840
Phase Two-Space Needs Analysis										
Interviews with Staff	8	16	16							
Programming Development	4	24	24	4	32	32				
Meetings	12	8	8	8	12	8				
Equipment Analysis		8	32	8						
Team Coordination	8	12	12	4	12	12	4	4	4	
Space Analysis Report	4	16	16							
Subtotal hours	36	84	108	24	56	52	4	4	4	Total
Subtotal fees	9000	15960	18360	4080	7280	5720	680	640	380	60400
Phase Three A-Site Evaluation										
Review Site Conditions		16	16		8					
Review City Standards, Requirements		8	8	4	16					
Team Coordination	8	12	12	4	12	12	4	4	4	
Master Planning		12	20		40	8				
Subtotal hours	8	48	56	8	76	20	4	4	4	Total
Subtotal fees	2000	9120	9520	1360	9880	2200	680	640	380	34080
Phase Three B-Site Selection										
Team Coordination	8	12	12	4	12	12	4	4	4	
Master Planning	8	12	20		40	8				
Subtotal hours	16	24	32	4	52	20	4	4	4	Total
Subtotal fees	4000	4560	5440	680	6760	2200	680	640	380	23640
Phase Four-Planning & Conceptual										
Code Analysis	8	16	16	8						
Meetings	12	8	8	8	12	8				
Development of Systems Narratives		8	8	96	8		8		8	
Team Coordination	8	12	12	4	12	12	4	4	4	
Survey Coordination		8	16							
Master Planning	8	10								
Adjacency Diagrams / Blocking Diagrams		24	32	8	24	24			16	

3D Renderings		8	32		40					
Coordinate Geotechnical Report		4	8							
Sustainable Goals Coordination		8	8	4						
Coordination with Grant Writer		8	8							
Final Report	16	24	24	16	16		16	16	16	
Final Presentation Preparation	16	24	24	4	40	8				
Subtotal hours	68	162	196	148	152	52	28	20	44	Total
Subtotal fees	17000	30780	33320	25160	19760	5720	4760	3200	4180	131740
TOTAL HOURS	236	511	532	240	368	168	60	40	120	
TOTAL FEES	59000	97090	90440	40800	47840	18480	10200	6400	11400	
ARCHITECTURAL TOTAL FEES										353650
Printing										
Printing costs										2000
Survey										
Tree, Bounday, Topo and Utility Locates										25,000
Geotechnical										
Geotechnical report, underdrain & recovery analysis										15,000
Grant Coordination Services										
Cost to register project with Green Globes										15,000
Cost Estimator										
Divison 1-32 Estimate										10,000
Civil / Environmental / Landscape & Irrigation										
Site package(See attached breakdown)										137,060
TOTAL PROJECT FEES										557,710



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-33
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	2025 Florida League of Cities Legislative Platform		
Summary:	The membership of the Florida League of Cities adopted the 2025 FLC Legislative Platform during the FLC Legislative Conference held December 5-6, 2024. The legislative platform adopted by the FLC includes the attached priorities. If approved, the City will work with local legislative delegates in support of these and other issues affecting Florida’s cities during the upcoming 2025 Legislative Session.		
Financial Impact:	None		
Citizen Impact:	Supporting the FLC legislative platform provides a united voice regarding the public interests of the City of Ormond Beach and its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution in support of the Florida League of Cities 2025 Legislative Platform.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-33 Support of 2025 FLC Legislative Platform (P25-0244G) 2. final-2025-legislative-platform		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager		12/12/2024 12/17/2024 12/18/2024

RESOLUTION NO. 2025-33

A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the membership of the Florida League of Cities adopted the 2025 FLC Legislative Platform during the FLC Legislative Conference held December 5-6, 2024; and

WHEREAS, the City Commission of the City of Ormond Beach supports the 2025 FLC priorities, which include:

- affordable housing
- electric vehicles
- enterprise fund transfers and extraterritorial surcharges
- property taxes
- sovereign immunity,

and,

WHEREAS, the City Commission of the City of Ormond Beach also supports the FLC policy positions relating to:

- annexation
- impact fees
- local business taxes
- one water
- public safety recruitment and retention,

and,

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

SECTION ONE. The City Commission will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2025 Legislative Session.

SECTION TWO. A copy of this resolution shall be provided to members of our local legislative delegation and the Florida League of Cities, Inc.

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PRIORITIES:

Affordable Housing

The Florida League of Cities SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.

Electric Vehicles

The Florida League of Cities SUPPORTS legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.

Enterprise Fund Transfers and Extraterritorial Surcharges

The Florida League of Cities SUPPORTS preserving municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.

Property Taxes

The Florida League of Cities SUPPORTS the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.

Sovereign Immunity

The Florida League of Cities SUPPORTS preserving reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure delivery of public services.

POLICY POSITIONS:

Annexation

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas in a manner that respects municipal boundaries, protects private property rights and encourages cooperation between municipal and county governments.

Impact Fees

The Florida League of Cities SUPPORTS protecting municipal authority to set impact fees that safeguard existing taxpayers from incurring additional infrastructure costs.

**Local Business Taxes**

The Florida League of Cities SUPPORTS preserving municipal ability to collect local business taxes in order to foster economic growth, ensure public safety, deliver emergency services and drive community development.

One Water

The Florida League of Cities SUPPORTS the state legislature's endorsement of One Water policies that seek to enhance integration between different water systems while maintaining local flexibility.

Public Safety Recruitment and Retention

The Florida League of Cities SUPPORTS legislation and funding to enhance recruitment and retention of municipal public safety personnel, which will help communities maintain effective emergency response and public safety services.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-34
Strategic Goal:	Transportation & Community Development - US-1 and I-95 Interchange construction		
Department:	Public Works - Engineering		
Subject:	Ormond Beach Transportation Consulting Services Contract		
Summary:	The City has a long history of successful transportation projects with Maryam Ghyabi White and Ghyabi Consulting and Management, LLC. (Ghyabi). Ghyabi is currently under a continuing contract to provide transportation consulting, and has successfully provided these services to the City under multiple contracts since 2019. Services provided by Ghyabi have resulted in projects that improved the safety and structure of SR A1A, Granada Blvd., and Nova Road. Most notably, Ghyabi provided leadership on behalf of the City to advance the funding, design, and construction planned for 2027 for the reconstruction of the I-95 interchange US Highway 1. As transportation issues continue to be a priority, the transportation consultant's role will be an ever more critical one as they assist the City in the following capacities: • Continue to assist in assuring the progress and successful completion of improvements to the City's Gateway Corridor, including the I-95 Interchange with US 1. FDOT has progressed design of this interchange and will proceed to construction shortly. As this is the City's highest priority, the consultant will assist the City in ensuring this project remains on track for construction and maintains its role as one of Florida's Top 20 transportation projects within the Moving Florida Forward Program. • Assist with the River to Sea TPO and navigating that process for future funding; review the legislative policy statements of other governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City's transportation priorities. • Coordinate meetings between the City and FDOT.		

	• Work other legislative representatives to coordinate efforts on transportation issues. • Monitor, analyze and track transportation related authorizations and appropriation bills and recommend appropriate strategies. • Assist in the coordination and development of the transportation element of the City's legislative program. • Monitor State of Florida legislative committee meetings, agency hearings, and meetings prior to and during the regular and special legislative session(s) regarding transportation issues within the City's adopted legislative program. Additionally, serving as an extension of City Staff, the consultant provides services that aids the City and staff to coordinate and influence transportation policy makers and to keep transportation priorities on track. Transportation projects are often ones that require long lead times with planning and coordination among multiple agencies. Ghyabi has played a critical role and is expected to continue assisting City staff to ensure the transportation priorities of the City are executed in a timely manner.				
Financial Impact:	This Work Authorization combines 2 contracts currently between the City and Ghyabi Consulting and Management, LLC for transportation consulting services. These consulting services are currently budgeted in the annual operating budget in the amount of \$72,000 within Fund 308 - Transportation Fund.				
Citizen Impact:	Safe, modern roadway facilities are a critical component to the City's infrastructure. The ability to establish and cultivate relationships with transportation agencies including the Florida Department of Transportation and the River to Sea Transportation Planning Organization aids in the advancement of City priorities to ensure planning and funding of roadway improvements that benefit our residents.				
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for transportation consulting services to Ghyabi Consulting and Management, LLC.				
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292				
Attachments:	1. 25-34 Transportation Consulting-Ghyabi (P24-0253G) 2. Work Authorization-Transportation & Project Development Consulting				
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/9/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>1/10/2025</td> </tr> </table>	Kelly McGuire, Finance Director	1/9/2025	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
Kelly McGuire, Finance Director	1/9/2025				
Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025				

	Joyce Shanahan, City Manager	1/13/2025
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RESOLUTION NO. 2025-34

A RESOLUTION ACCEPTING A PROPOSAL FROM GHYABI CONSULTING AND MANAGEMENT, LLC TO PROVIDE TRANSPORTATION AND PROJECT DEVELOPMENT CONSULTING SERVICES; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Ghyabi Consulting and Management, LLC, an engineering firm under continuing contract with the City, to provide transportation and project development consulting services regarding various projects on an as-needed basis (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Ghyabi Consulting and Management, LLC to provide transportation and project development consulting services at a cost not to exceed \$72,000.00 for the period January 1, 2025 through December 31, 2025 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Transportation Fund (308) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Ghyabi Consulting and Management, LLC to provide transportation and project development consulting services regarding various projects on an as-needed basis at a cost not to exceed \$72,000.00 for the period January 1, 2025 through December 31, 2025 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and from Ghyabi Consulting and Management, LLC to provide transportation and project development consulting services for the Project at the said price and to pay the cost therefor from the Transportation Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Ghyabi Consulting and Management, LLC, the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Transportation & Project Development Consulting Services

Project Description: To provide administration, public outreach and community engagement services, planning and design services, and project management services related to transportation issues and projects as detailed in the attached proposal dated December 13, 2024.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Consulting Services	Fixed Fee	<u>\$72,000.00</u>
Total Fee Authorized:	Not to Exceed	\$72,000.00

Funding Source: Transportation Fund (308)

Estimated Time for Completion: January 1 through December 31 2025

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
GHYABI CONSULTING AND
MANAGEMENT, LLC.

By: _____
Jason Leslie
Mayor

By: _____
Maryam Ghyabi-White
CEO

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



City of Ormond Beach

Scope of Work

Administration, Public Outreach & Community Engagement – Ghyabi Consulting & Management (GCM) will provide services that include innovative public outreach strategies. Engaging the public to ensure that City projects and programs successfully incorporate input from our residents and shareholders. GCM will gather specific information related to current City provided services, as well as use, preferences and any other agency strengths, weaknesses, opportunities, and issues. Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation process is achieved. Written records and summaries of the results of all public process and communication

Planning and Design Services - The provision of urban planning expertise that includes but is not limited to, master or comprehensive planning, special area planning, recreation planning, environmental, transportation, historical, land use, capital facility, corridor, DDA/Downtown CRA, and streetscape planning. Included in this should be the ability to provide urban design, landscape architecture, grant writing/fund development and planning, zoning, and site plan review assistance if needed. Also, to provide specialized planning, engineering, and financial services designed to reduce fossil fuel emissions in a manner that is environmentally sustainable and maximizes benefits to its client; reduces energy consumption for its client; or improves energy efficiency in the building, transportation, land use, or other appropriate sector (i.e. Green Planning).

Project Management- Consulting services shall include, but not be limited to, assisting staff in preparation of budgets and plans for Capital Projects, managing consultants engaged in the design of capital improvement projects, evaluation of proposals and contract documents, review of shop drawing, and Construction Administration services during the construction of capital improvement projects. Work may include project management for State and Federal entities. Projects included for Management include those from all categories of the City's current Capital Improvement Plan.

Fee Compensation / Expenses

The firm will be compensated on a monthly basis a flat fee of \$6000.00, this will be inclusive of all expenses except for any costs associated with community events or workshops that require space rental or other event expenses.

Maryam Ghyabi-White 12/13/2024

Maryam Ghyabi-White Date



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-35
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Award - Directional Drilling		
Summary:	The purpose of this item is to award a bid for City Wide Directional Drilling, Bid No. 2025-06 to Mid Florida Directional Drilling, LLC. When service properties are located on the opposite side of the roadway from an existing utility main, installation or repairs at the location require the directional drilling of a casing under the roadway surface. This method eliminates the cutting of the roadway, reduces the time required to complete the work, and significantly decreases the amount of restoration required. On average, 40-55 casings need to be installed per year, with an average installation cost of \$800. The drilling activity is accomplished by a licensed underground drilling contractor. The notice of Intent to bid for this service went before the City Commission on October 2, 2024. On November 12, 2024, bids were received and opened. Three companies submitted bids ranging from \$116 per foot of 4-inch installation to \$30 per foot of 4-inch installation. The low bidder was Mid Florida Directional Drilling, LLC.		
Financial Impact:	These expenses are currently budgeted in Fund 401 - Water/Wastewater Operating Fund 401, with an anticipated yearly expense of approximately \$40,000 based on the previous fiscal year's expenses (and approximately \$80,000 during the initial 2-year contract).		
Citizen Impact:	Prompt installation, repair, and replacement of water service insures the City's customers have an adequate supply of potable water. Directional drilling underneath roadways allows staff to effectively complete these services without having to cut the roadway and disrupt traffic.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid to Mid Florida Directional Drilling, LLC for the City Wide Directional Drilling, Bid 2025-06 project.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-35 Directional Drilling-Mid Florida (P24-0229G) 2. Mid-Florida agr 3. Mid Florida Directional Drilling 4. Bid 2025-06 tabulation	
Approval:	Kelly McGuire, Finance Director	1/9/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/13/2025

RESOLUTION NO. 2025-35

A RESOLUTION ACCEPTING THE PROPOSAL OF MID-FLORIDA DIRECTIONAL DRILLING, LLC REGARDING DIRECTIONAL DRILLING SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for directional drilling services on an as-needed basis (the Project) (City RFP No. 2025-06) in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the three (3) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Mid-Florida Directional Drilling, LLC to provide directional drilling services on an as-needed basis (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds in the amount of \$80,000.00 for the services have been appropriated to the credit of the Water & Wastewater Operating Fund (401) for the initial two-year contract term and have not been appropriated for any other purpose, and,

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Mid-Florida Directional Drilling, LLC and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of Mid-Florida Directional Drilling, LLC to provide directional drilling services on an as needed basis for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Mid-Florida Directional Drilling, LLC.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Mid-Florida Directional Drilling, LLC for the Project and to pay the cost thereof from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Mid-Florida Directional Drilling, LLC** ("Contractor"), 782 Timothy St., Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid (2025-06, "City Wide Directional Drilling") 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 shall be automatically renewed for three additional one-year periods unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Mid-Florida Directional Drilling, LLC
Stanley Smith, Owner
782 Timothy St.
Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

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

- (e) Builder's Risk

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

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

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

19. Requirements for Certificates of Insurance.

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

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

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

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

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

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

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

JASON LESLIE

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this _____ day of _____, 2025.

Witnesses:

**MID-FLORIDA DIRECTIONAL
DRILLING, LLC**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: City Wide Directional Drilling

Bid Number: 2025-06

Bid Opening Date & Time: 11/6/2024 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: MID FLORIDA DIRECTIONAL DRILLING- LLC
OWNER / STANLEY SMITH

Bidder's Mailing Address: 782 TIMOTHY ST.

City, State, Zip Code: ORMOND BEACH FL. 32174

F.E.I.N.: 47-0993846

Phone Number: 386-748-4476

Email: midfladd@outlook.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing

relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

<u>Stanley Smith</u>	
AUTHORIZED SIGNATURE	
<u>Stanley Smith</u>	
	NAME
<u>OWNER</u>	
	TITLE
<u>11/4/2024</u>	
	DATE

GENERAL CONDITIONS

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

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

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

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

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

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

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

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

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside

delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

MID FLORIDA DIRECTIONAL DRILLING LLC.
COMPANY NAME

AUTHORIZED SIGNATURE
Stanley Smith.
NAME
OWNER
TITLE
11/14/2024
DATE

City of Ormond Beach

City Wide Directional Drilling

BID 2025-06

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

MID FLORIDA DIRECTIONAL DRILLING LLC

COMPANY NAME

Stanley Smith

AUTHORIZED SIGNATURE

Stanley Smith

NAME (PRINT OR TYPE)

Owner

TITLE

11/4/2024

DATE



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the OWNER of MID FLORIDA DIRECTIONAL DRILLING 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: 11/4 / 2024

Signed: Stanley Smith

Entity: MID FLORIDA DIRECTIONAL DRILLING

Name: Stanley Smith

Title: OWNER

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2024, by Stanley Smith and who:

☐ is personally known to me; or ☒ has produced H. Dr. Lic as identification.

[Signature]
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:



PHYLLIS ARGYROS
Commission # HH 340252
Expires January 11, 2027

{seal}

My commission expires: 1/11/2027

This document must be completed and returned with your Submittal

Page 12 of 27

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.

MID FLORIDA DIRECTIONAL DRILLING LLC.

COMPANY NAME

Stanley Smith

AUTHORIZED SIGNATURE

Stanley Smith

NAME (PRINT OR TYPE)

11/4/2024

DATE

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: MID FLORIDA DIRECTIONAL DRILLING LLC.

Address: 782 Timothy St. Ormond Beach FL 32174

Business or Contractor License Number: BTR-2024-000619

Phone Number: 386-748-4476 Fax Number: N/A

Owner's Name: Stanley Smith Signature: [Signature]

Sworn to before me this 4th day of November

Notary Public for the State of Florida My Commission Expires 1/11/27

Notary Public Signature: [Signature] Printed Name: Phyllis Argyros



PHYLLIS ARGYROS
Commission # HH 340252
Expires January 11, 2027

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: _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

\$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

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

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

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: MID FLORIDA DIRECTIONAL DRILLING LLC.

VENDOR/CONTRACTOR LICENSE NUMBER: 2217 / BTR-2024-000619

ADDRESS: 782 Timothy St.
Ormond Beach FL. 32174

PHONE NO.: 386-748-4476

EMAIL: midfladd@outlook.com

SUBMITTER'S NAME: Stanley Smith

(Typed or Printed in Ink)

TITLE: OWNER

AUTHORIZED SIGNATURE: I, Stanley Smith hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is October 25th, 2024 @ 4:00 PM

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) year beginning December 3, 2024 and ending December 3, 2026** and will be automatically renewed for three additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

From time to time, the Water Distribution division receives customer concerns about low water pressure/volume in their home. Water Distribution responds to the concern by testing the rate of flow from the water service. If the flow rate falls below the acceptable rate of 6 gpm, the service is scheduled for replacement. The usual cause of low flow is attributed to the condition of the old galvanized pipe. Where service properties are located on the opposite side of the street from the watermain, installation of the new service requires the directional drilling of a casing under the roadway surface. This work eliminates the cutting of the roadway surface, reducing the time to complete the repair, and eliminating restoration of the road. By providing a sleeve for the installation of the

new service, future repairs, if necessary are also much simpler. We cannot guarantee the quantity of work needed, however, the City averages the replacement of approximately 40 services per year.

The City of Ormond Beach will designate a primary contact point for the duration of the contract for project administration purposes. When the selected Contractor is contacted by the City to provide service, the Contractor will respond to the request within five (5) business days, or otherwise as mutually agreed upon. The Contractor will be responsible for calling in locates, establishing site safety, providing all equipment, material, labor, and other incidentals needed for installing new casings as required.

SUBMITTAL REQUIREMENTS

The following documentation is required to be submitted with the bid:

- a. Meeting or exceeding our Risk Management Requirements in Exhibit A.
- b. Minimum 5 years of documented experience.
- c. Proper licensing (if required).

BID SCHEDULE

Description	Price per foot
Two-inch drilling and casing per foot	\$ 20.⁰⁰
Four-inch drilling and casing per foot	\$ 30.⁰⁰

IN THE EVENT THE SELECTED VENDOR IS UNABLE TO ADEQUATELY PROVIDE SERVICES NEEDED, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO USE THE BEST AVAILABLE SOURCE.



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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: City Wide Directional Drilling

Bid Number: 2025-06

Bid Opening Date & Time: 11/6/2024 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: MID FLORIDA DIRECTIONAL DRILLING- LLC
OWNER / STANLEY SMITH

Bidder's Mailing Address: 782 TIMOTHY ST.

City, State, Zip Code: ORMOND BEACH FL. 32174

F.E.I.N: 47-0993846

Phone Number: 386-748-4476

Email: midfladd@outlook.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing

relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

Stanley Smith
AUTHORIZED SIGNATURE
Stanley Smith
NAME
OWNER
TITLE
11/4/2024
DATE

GENERAL CONDITIONS

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

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

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

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

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

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

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

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

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside

delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

MID FLORIDA DIRECTIONAL DRILLING LLC.
COMPANY NAME
Stanley Smith
AUTHORIZED SIGNATURE
Stanley Smith
NAME
OWNER
TITLE
11/4/2024
DATE

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- 1.**
- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- 2.**
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

MID FLORIDA DIRECTIONAL DRILLING LLC

COMPANY NAME

Stanley Smith

AUTHORIZED SIGNATURE

Stanley Smith

NAME (PRINT OR TYPE)

Owner

TITLE

11/4/2024

DATE



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the OWNER of MID FLORIDA DIRECTIONAL DRILLING 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: 11/4 / 2024 Signed: Stanley Smith
Entity: MID FLORIDA DIRECTIONAL DRILLING Name: Stanley Smith
Title: OWNER
STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2024, by Stanley Smith and who:
☐ Is personally known to me; or ☒ has produced H. Dr. Lic as identification.

[Signature]
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:



PHYLLIS ARGYROS (seal)
Commission # HH 340252
Expires January 11, 2027

My commission expires: 1/11/2027

This document must be completed and returned with your Submittal

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

MID FLORIDA DIRECTIONAL DRILLING- LLC.

COMPANY NAME

Stanley Smith

AUTHORIZED SIGNATURE

Stanley Smith

NAME (PRINT OR TYPE)

11/4/2024

DATE

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: MID FLORIDA DIRECTIONAL DRILLING LLC.

Address: 782 Timothy St. Ormond Beach FL 32174

Business or Contractor License Number: BTR-2024-000619

Phone Number: 386-748-4476 Fax Number: N/A

Owner's Name: Stanley Smith Signature: [Signature]

Sworn to before me this 4th day of November

Notary Public for the State of Florida My Commission Expires 1/11/27

Notary Public Signature: [Signature] Printed Name: Phyllis Argyros



PHYLLIS ARGYROS
Commission # HH 340252
Expires January 11, 2027

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: _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

\$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

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

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



City of Ormond Beach

22 S. Beach Street, Room 104
Ormond Beach, FL 32174
btonline@ormondbeach.org

Business Registration

Business Name: MID FLORIDA DIRECTIONAL DRILLI

Business Location: 782 TIMOTHY ST
ORMOND BEACH, FL 32174

Owner: MID FLORIDA DIRECTIONAL DRILLI

License Number: BTR-2024-000619

Issued Date: 11/4/2024

Expiration Date: 10/1/2025

Mailing Address: 782 TIMOTHY ST
ORMOND BEACH, FL 32174

License Type: Outside City Registration

Classification: Business Registration

Fees Paid: \$25.00

TO BE POSTED IN A CONSPICUOUS PLACE



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/20/2024

EXPIRATION DATE: 2/19/2026

PERSON: PENNY L SMITH

EMAIL: PENNYANDSTAN@MSN.COM

FEIN: 470993846

BUSINESS NAME AND ADDRESS:

MID FLORIDA DIRECTIONAL DRILLING, LLC

782 TIMOTHY ST

ORMOND BEACH, FL 32174

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01868178

QUESTIONS? (850) 413-1609



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/5/2024

EXPIRATION DATE: 2/4/2026

PERSON: STANLEY R SMITH

EMAIL: MIDFLADD@OUTLOOK.COM

FEIN: 470993846

BUSINESS NAME AND ADDRESS:

MID FLORIDA DIRECTIONAL DRILLING, LLC

782 TIMOTHY ST.

ORMOND BEACH, FL 32174

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DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01867061

QUESTIONS? (850) 413-1609



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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

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

PRODUCER O'QUINN INSURANCE SERVICES LLC 763 W GRANADA BLVD, ORMOND BEACH, FL 32174	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED Mid Florida Directional Drilling LLC 782 Timothy St Ormond Beach, FL 32174	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Progressive Express Insurance Company</td><td>10193</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Progressive Express Insurance Company	10193	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 353472555492286139D121024T130143 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	986626277	09/11/2024	09/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 \$
A	See ACORD 101 for additional coverage details.	N	N	986626277	09/11/2024	09/11/2025	\$

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

CERTIFICATE HOLDER

City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY O'QUINN INSURANCE SERVICES LLC		NAMED INSURED Mid Florida Directional Drilling LLC 782 Timothy St Ormond Beach, FL 32174	
POLICY NUMBER 986626277			
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 09/11/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	\$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2018 FORD F450 1FD0W4GY1JEB43508	
Comprehensive	\$500 Ded
Collision	\$500 Ded
Rental Reimbursement	\$100 Per Day (\$3,000 Max)

Liability coverage may not apply to all scheduled vehicles.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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PRODUCER
East Coast Insurors, Inc.
801 S. Yonge Street
Ormond Beach, FL 32174

CONTACT
NAME:
PHONE
(A/C, No, Ext): (386) 677-4787 FAX
(A/C, No): (386) 677-4119

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Southern-Owners Insurance Co

10190

INSURED

Mid Florida Directional Drilling LLC
782 Timothy Street
Ormond Beach, FL 32174

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		72215398	12/11/2024	12/11/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SMITH, STANLEY ROY

MID FLORIDA DIRECTIONAL DRILLING, LLC
782 TIMOTHY ST.
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1225466

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/12/2024

Do not alter this document in any form.

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



City of Ormond Beach
City Wide Directional Drilling
BID 2025-06
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

Addendum No. 1

November 4, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 City Wide Directional Drilling Bid No. 2025-06

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.

REVISED DUE DATE: 11/12/2024 @ 2:00 PM

Questions and answers:

Q1: Just have a question about the 2" and 4" casings. Contract does not specify what casing material is expected to be placed. Is that left up to the Bidder to decide.

A1: Casing material should be sch 40 PVC. We do not accept thin wall PVC.

Q2: Are approved city permits provided by the city within the plans when the job is assigned; or is the subcontractor responsible for permitting process and all costs?

A2: If permits are required for the work, then the City will be responsible for applying for them.

Q3: What is the preferred casing pipe; DR17? Is HDPE roll pipe acceptable?

A3: See answer #1. Casing material to be sch 40 PVC. No HDPE will be accepted.

Q4: When GPR is required, can the city provide GPR/private locates or does subcontractor need to provide?

A4: Contractor is expected to call Sunshine 811 to mark underground utilities for all installations.

Addendum No. 1

Q5: What is the approx. average length of a job? We are assuming 30-120LF?

A5: The typical job length is 60 to 80 Linear feet.

Q6: How should we account for locations requiring asphalt or concrete removal? Will this service be provided, or perhaps done under additional billing unit/method?

A6: If concrete or asphalt needs to be removed for the job, then City personnel will be responsible for removing such materials prior to the Contractor mobilizing. The Contractor is only responsible for any removal and replacement asphalt and/or concrete work if they damage existing utilities or damage existing roadway/driveways while performing their work.

Q7: If the bore is completed by sub, and the City is doing work after the bore at each end location, to tie in the service, who is responsible for restoration after backfill? I.e. Does sub have to make return trip or does the city restore?

A7: City will typically be responsible for restoration activities assuming no damages occur. Contractor is only responsible for restoration work if damages are caused by their machine or their activities while performing their work.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – City Wide Directional Drilling, Bid No. 2025-06, for the City of Ormond Beach.

City of Ormond Beach, Florida

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

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: MID FLORIDA DIRECTIONAL DRILLING LLC.

VENDOR/CONTRACTOR LICENSE NUMBER: 2217 / BTR-2024-000619

ADDRESS: 782 Timothy St.
Ormond Beach FL. 32174

PHONE NO.: 386-748-4476

EMAIL: midfladd@outlook.com

SUBMITTER'S NAME: Stanley Smith

(Typed or Printed in Ink)

TITLE: OWNER

AUTHORIZED SIGNATURE: I, Stanley Smith hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach
City Wide Directional Drilling
BID 2025-06

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is October 25th, 2024 @ 4:00 PM

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) year beginning December 3, 2024 and ending December 3, 2026** and will be automatically renewed for three additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

From time to time, the Water Distribution division receives customer concerns about low water pressure/volume in their home. Water Distribution responds to the concern by testing the rate of flow from the water service. If the flow rate falls below the acceptable rate of 6 gpm, the service is scheduled for replacement. The usual cause of low flow is attributed to the condition of the old galvanized pipe. Where service properties are located on the opposite side of the street from the watermain, installation of the new service requires the directional drilling of a casing under the roadway surface. This work eliminates the cutting of the roadway surface, reducing the time to complete the repair, and eliminating restoration of the road. By providing a sleeve for the installation of the

new service, future repairs, if necessary are also much simpler. We cannot guarantee the quantity of work needed, however, the City averages the replacement of approximately 40 services per year.

The City of Ormond Beach will designate a primary contact point for the duration of the contract for project administration purposes. When the selected Contractor is contacted by the City to provide service, the Contractor will respond to the request within five (5) business days, or otherwise as mutually agreed upon. The Contractor will be responsible for calling in locates, establishing site safety, providing all equipment, material, labor, and other incidentals needed for installing new casings as required.

SUBMITTAL REQUIREMENTS

The following documentation is required to be submitted with the bid:

- a. Meeting or exceeding our Risk Management Requirements in Exhibit A.
- b. Minimum 5 years of documented experience.
- c. Proper licensing (if required).

BID SCHEDULE

Description	Price per foot
Two-inch drilling and casing per foot	<i>\$ 20.⁰⁰</i>
Four-inch drilling and casing per foot	<i>\$ 30.⁰⁰</i>

IN THE EVENT THE SELECTED VENDOR IS UNABLE TO ADEQUATELY PROVIDE SERVICES NEEDED, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO USE THE BEST AVAILABLE SOURCE.



Date and Time: November 12, 2024 at 2:00 PM

NOV 12 24 2:00PM

Page 161 of 1683



City of Ormond Beach AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-36
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Ormond Tennis Center Clay Court Resurfacing Hurricane Milton		
Summary:	This item provides public notice of the City Commission's intent to award the proposal for the resurfacing of the Ormond Tennis Center. Due to damage incurred during Hurricane Milton, a significant amount of clay washed away, and multiple depressions opened up in the courts. The engineers cost estimate to complete the repairs is \$550,000. On December 19th, one bid was opened, with J Courts Inc. being the low bid of the amount \$600,000. The bid outlines the means and methods required to repair and ensure the continued operation of the tennis center.		
Financial Impact:	The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the damage was the result of Hurricane Milton. The City's cost share (\$68,750) will be derived from the General Fund Reserves and transferred to Fund 317-the Facilities Renewal and Replacement Fund through a budget amendment.		
Citizen Impact:	Construction due to this project is expected to have a minimal impact on citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the attached proposal from J Courts Inc. for the repairs to the tennis center clay courts.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. 25-36 Tennis center clay ct - J Courts (P24-0259G)		

	2. Bid and Bid Bond	
	3. 2025-18 Bid Tabulation Excel	
Approval:	Kelly McGuire, Finance Director	1/14/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/14/2025
	Joyce Shanahan, City Manager	1/15/2025

RESOLUTION NO. 2025-36

A RESOLUTION ACCEPTING A BID FROM J COURTS, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND TENNIS CENTER CLAY COURT RESURFACING PROJECT, UNDER BID NO. 2025-18; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-18) regarding construction services for the Ormond Tennis Center clay court resurfacing project (“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 J Courts, Inc. with a bid in the amount of \$600,000.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Facilities Renewal and Replacement Fund (317) through a budget amendment and will not be appropriated for any other purpose; reimbursement of 87.5% of the repair costs from FEMA is anticipated, 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 J Courts, Inc. to perform the Project at a total cost not to exceed \$600,000.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with J Courts, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Facilities Renewal and Replacement

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME J Courts Inc. LICENSE NO. N/A for project to be a G.C.

PROJECT IDENTIFICATION: **Ormond Tennis Center Clay Court Resurfacing**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-18

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

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>12-4-2024</u>	<u># 1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

00300-1

Revised 7/2/24

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization/Demobilization	1	Ea	10,000.	10,000.
2	Prepare Courts for Resurfacing	8	Ea	25,145.	201,160.
3	Furnish and Install New Har-Tru Green Clay to 1" Compaction	57,600	SqFt	6.00	345,600.
4	Laser Level Court Surface	8	Ea	2,900.	23,200.
5	Salvage Net Posts	14	Ea	2.50	35.00
6	Replace Net Posts	2	Ea	2000.	4000.
7	Remove and Replace Existing Line Tape	8	Ea	2000.	16,000.

TOTAL BID

\$ 600,000.00
 (Figures)

Six Hundred Thousand & 00/100
 (Words)

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run, and completed within 90 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$ 500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

N/A (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) Verification of Employment Status Using E-Verify System

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

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

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

Mailing Address: 2604 Wrencrest Circle, Valrico, FL, 33596
Street Address: 2604 Wrencrest Circle
City, State, Zip Code: Valrico, FL, 33596
Email: Diane@JCDURTS INC. com
Telephone No.: 813-810-6923 Fax No.: N/A

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 December 18, 2024

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)

A Partnership

(Firm Name)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By J Courts Inc.
(Corporation Name)

Florida
(State of Incorporation)

By Diane Halstead
(Name of Person Authorized to Sign - Signature)

Diane Halstead
(Name of Person Authorized to Sign - Typed or Printed)

President CEO
(Title)

(Corporate Seal)



Attest J Halstead James Halstead

Business address: 2604 Wrencrest Circle
Valrico, FL 33596

Phone No.: 833-527-3747

Fax No.: N/A

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Net Post	Hartru
Hartru Clay	Hartru
line tapes	Hartru
Nails	Hartru

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

N/A
to scope

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation		L.F.		
2. Sheet piling/Shoring		S.F.		

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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


Name (signature) 12-18-24
Date
Diane Halstead
Name (typed or printed)
President CEO
Title

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

J Courts Inc.
COMPANY NAME

Diane Halstead
AUTHORIZED SIGNATURE

Diane Halstead
NAME (PRINT OR TYPE)

President - CEO
TITLE

12-18-2024
DATE

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

J Courts Inc.
COMPANY NAME

Diane Halstead
AUTHORIZED SIGNATURE

Diane Halstead
NAME (PRINT OR TYPE)

President - CEO
TITLE

12-18-2024
DATE

BID (Cont'd.)
Ormond Tennis Center Clay Court Resurfacing
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President - CEO of J Courts Inc.
(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: December 6, 2024 Signed: Diane Halstead

Title: President CEO Print Name: Diane Halstead

Entity: J Courts Inc.

STATE OF: Florida COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 6th day of December, 2024,
by DIANE HALSTEAD and who:

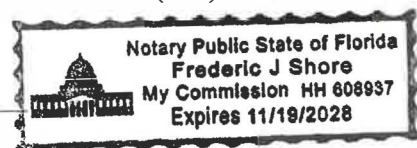
☐ Is personally known to me; or ☒ has produced FL DRIVER LICENSE
as identification.

Notary Public, State of Florida at Large:

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

My commission expires: FREDERIC J SHORE

(seal)



This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we J. Courts, Inc.

2604 Wrencrest Circle, Valrico FL 33596
(hereinafter called *Principal*) and

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the Ormond Tennis Center Clay Court Resurfacing (Bid No.
2025- 18) 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 19th day December, 2024.

J. Courts, Inc.

By: (Principal)

ATTEST:

Eileen Heard
(SEAL)

Eileen Heard, Surety Witness

Great American Insurance Company

By: (Surety)
Kevin Wojtowicz, Attorney in fact
and Florida Licensed Resident Agent

END OF SECTION
00410 - 1



BID OPENING TABULATION

Ormond Tennis Center Clay Court Resurfacing

Bid Number: 2025-18

Date & Time: December 19, 2024 2:30 PM

Contractor	Addendum 1	Bid Bond	Base Bid
J Courts Inc	y	y	\$600,000.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer

BID OPENING TABULATION

Ormond Tennis Center Clay Court Resurfacing

Bid Number: 2025-18
Date & Time: December 19, 2024 2:30 PM

				Item 1 - Mobilization/Demobilization			Item 2 - Prepare Courts for Resurfacing			Item 3 - Furnish and Install New Har-Tru Green Clay to 1" Compaction			Item 4 - Laser Level Court Surface			Item 5 - Salvage Net Posts			Item 6 - Replace Net Posts			Item 7 - Remove and Replace Existing Line Tape			Total bid from line items	Contractor Totals Base Bid
Contractor	Addendum 1	Bid Bond	Base Bid	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost		
J Courts Inc	y	y	\$600,000.00	1	\$0.00	\$0.00	8	\$26,400.00	\$211,200.00	57600	\$6.40	\$368,812.80	8		\$0.00	14	\$0.00	\$0.00	2	\$2,000.00	\$4,000.00	8	\$2,000.00	\$16,000.00	\$600,012.80	\$600,000.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	1		\$0.00	8		\$0.00	57600		\$0.00	8		\$0.00	14		\$0.00	2		\$0.00	8		\$0.00	\$0.00	\$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Dan D'Amato
Civil Engineer



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-37
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Osceola Elementary Pavilion Replacement Hurricane Milton		
Summary:	As a result of Hurricane Milton, the park pavilion adjacent to Osceola Elementary School experienced extensive wind damage and is unsalvageable. Staff prepared a drawing and specifications for the pavilion replacement, the project was advertised for bids on November 5, and on December 19 one bid was received from Paul Culver Construction, Inc. for \$175,000. The pavilion and park are on City property and are the responsibility of the City of Ormond Beach.		
Financial Impact:	The City expects to receive reimbursement of 87.5% of the construction costs from FEMA and the State of Florida as the damage was the result of Hurricane Milton. The City's share (\$21,875) will be funded with General Fund Reserves and transferred to Fund 317 - Facilities Renewal and Replacement through a budget amendment.		
Citizen Impact:	Construction of this project is expected to have a minimal impact on citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the bid for the Osceola Elementary Pavilion Replacement-Hurricane Milton project, Bid Number 2025-21, to Paul Culver Construction, Inc. for \$175,000.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. 25-37 Osceola Pavilion-Paul Culver (P24-0262G)		

	2. Paul Culver Const-Bid	
	3. 2025-21 Bid Tabulation Excel	
Approval:	Kelly McGuire, Finance Director	1/14/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/14/2025
	Joyce Shanahan, City Manager	1/15/2025

RESOLUTION NO. 2025-37

A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE OSCEOLA ELEMENTARY PAVILION REPLACEMENT PROJECT, UNDER BID NO. 2025-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-21) regarding construction services for the Osceola Elementary pavilion replacement project (“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 Paul Culver Construction, Inc. with a bid in the amount of \$175,000.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Facility Renewal and Replacement Fund (317) and that these funds will not be appropriated for any other purpose; reimbursement of 87.5% of construction costs from FEMA is anticipated, 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 Paul Culver Construction, Inc. to perform the Project at a total cost not to exceed \$175,000.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Paul Culver Construction, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Facility Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Paul Culver Construction, Inc LICENSE NO. CGC059149

PROJECT IDENTIFICATION: **Osceola Elementary Pavilion Replacement - Hurricane Milton**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-21

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
December 04, 2024

Number
Addendum #1

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

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Furnish and Install Pre-fabricated Pavilion	1	LS	\$165,000.00	\$ 165,000.00
Permit Fee and Miscellaneous Allowances	1	LS	\$5,000.00	\$5,000.00

TOTAL BID

\$ 175,000.00

(Figures)

One Hundred Seventy Five Thousand Dollars and 00/100's.....

(Words)

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run, and completed within 90 calendar days after the date when the Contract Time commences to run.

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

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

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

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

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

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

Mailing Address: Paul Culver Construction, Inc.

Street Address: 201 Osceola Avenue

City, State, Zip Code: Daytona Beach, FL 32114

Email: paul@paulculverconstruction.com

Telephone No.: 386-763-4190

Fax No.: 386-322-0007

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 December 19, 20 24.

If BIDDER is:

An Individual

By _____

(Individual's Name - Signature)

(SEAL)

(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Paul Culver Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

Paul K. Culver
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest  Kaitlin Bowden

Business address: 201 Osceola Avenue, Daytona Beach, FL 32114

Phone No.: 386-763-4190

Fax No.: 386-322-0007

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Low Pitch Beam Shelter & Mega Rib Metal Roof	Advanced Recreational Concepts, LLC.
Installation & Concrete Footers	Play Space Services, Inc.

Subcontractors:

Work Classification: Metal Building Fabrication

Name: Advanced Recreational Concepts, LLC

Address: 3127 Skyway Circle # 101 Melbourne, FL 32934

Phone Number: 321-775-0605 Fax Number: 321-242-2216

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Concrete Work

Name: Play Space Services, Inc.

Address: 3127 Skyway Circle # 101 Melbourne, FL 32934

Phone Number: 321-775-0600 Fax Number: 321-242-2216

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

December 19, 2024

Name (signature) Date

Paul K. Culver

Name (typed or printed)

President

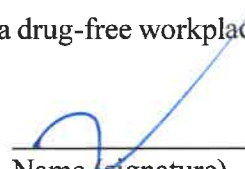
Title

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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



Name (signature) December 19, 2024

Date

Paul K. Culver
Name (typed or printed)

President
Title

BID (Cont'd.)
Osceola Elementary Pavilion Replacement - Hurricane Milton
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.~~

Paul Culver Construction, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul K. Culver

NAME (PRINT OR TYPE)

President

TITLE

December 19, 2024

DATE

BID (Cont'd)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Paul Culver Construction, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul K. Culver

NAME (PRINT OR TYPE)

President

TITLE

December 19, 2024

DATE

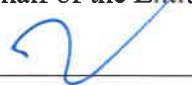
BID (Cont'd)
Osceola Elementary Pavilion Replacement - Hurricane Milton
ORMOND BEACH, FLORIDA

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of Paul Culver Construction, Inc.
(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: December 19, 20 24 Signed: 

Title: President Print Name: Paul K. Culver

Entity: Paul Culver Construction, Inc.

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 19th day of December, 20 24,

by Paul K. Culver and who:

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


Notary Public, State of Florida at Large: Kaitlin E. Bowden

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

(seal)



KAITLIN E. BOWDEN
Commission # HH 576597
Expires September 18, 2028

My commission expires: September 18, 2028

This page must be completed & notarized.

END OF BID

00300-14

BID OPENING TABULATION

Osceola Elementary Pavilion Replacement – Hurricane Milton

Bid Number: 2025-21
Date & Time: December 19, 2024 3:00 PM

				Item 1 - Mobilization/Demobilization			Item 2 - Furnish and Install Pre-fabricated Pavilion			Item 4 - Permit Fee and Miscellaneous Allowances			Total bid from line items	Contractor Totals Base Bid
Contractor	Addendum 1	Bid Bond	Base Bid	quantity	unit cost	total cost	quantity	unit cost	total cost	quantity	unit cost	total cost		
Paul Culver Construction Inc	y	y	\$175,000.00	1	\$5,000.00	\$5,000.00	1	\$165,000.00	\$165,000.00	1	\$5,000.00	\$5,000.00	\$175,000.00	\$175,000.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
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0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0	0	0	\$0.00	1		\$0.00	1		\$0.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Dan D'Amato
Civil Engineer



BID OPENING TABULATION

Osceola Elementary Pavilion Replacement – Hurricane Milton

Bid Number: 2025-21

Date & Time: December 19, 2024 3:00 PM

Contractor	Addendum 1	Bid Bond	Base Bid
Paul Culver Construction Inc	y	y	\$175,000.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart

Purchasing Coordinator

Opened by: Lane Carter

Civil Engineer



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-38
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Bid Award - Fire Department Dual Compliance Gear		
Summary:	On November 6, 2024, the City Commision authorized an Intent to Bid for the procurement of Fire Department Dual Compliance Gear (personal protective equipment worn by firefighters in both wildfire and motor vehicle collision emergencies). The City publicly solicited bids and received bids from 3 vendors: Ten-8 Fire and Safety for \$55,233, Technology International for \$54,450, and FireGround Supply for \$63,457. After opening the bids, the manufacturer whose spec was cited in the bid (PGI) reached out to inform that one of the bidders, Technology International, was not an authorized distributor of PGI Dual Compliance gear. Of the remaining 2 bidders, it was determined that Ten-8 would be the desired vendor for this project, as they have a proven track record of doing business with the City, and submitted a significantly lower bid than FireGround Supply.		
Financial Impact:	The Fire Department operating budget FY 2024-25 includes \$65,000 dedicated to this project, in the General Operation Fund - 001. Funds are expected to be saved on annual turnout gear repair, which is much more costly to repair than dual compliance gear.		
Citizen Impact:	Firefighters will be able to work more efficiently and safely during motor vehicle anccidents and wildland operations, protecting citizens and property.		
Recommended Action (Staff,	Staff recommends awarding the bid for Fire Department Dual Compliance Gear to Ten-8 for \$55,233.		

Advisory Board and/or Other):							
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270						
Attachments:	1. 25-38 Fire Dual Compl Gear-Ten8 (P24-0263G) 2. CC 495-24 Ten-8 Dual Compliance Gear doc 3. Ten-8 4. BID 2024-14 Dual Compliance Gear Signed 120524 5. BID 2025-14 Tabulation						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/14/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>1/14/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>1/15/2025</td> </tr> </table>	Kelly McGuire, Finance Director	1/14/2025	Claire Whitley/Shawn Finley, Assistant City Manager	1/14/2025	Joyce Shanahan, City Manager	1/15/2025
Kelly McGuire, Finance Director	1/14/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	1/14/2025						
Joyce Shanahan, City Manager	1/15/2025						

RESOLUTION NO. 2025-38

A RESOLUTION ACCEPTING A BID FROM TEN-8 FIRE AND SAFETY, LLC FOR DUAL COMPLIANCE GEAR, UNDER BID NO. 2025-14; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-14) regarding the purchase of dual compliance gear for the City's fire department ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the three bids received and have determined that the bid submitted by Technology International was non-responsive because it is not an authorized distributor of PGI products, the specification cited in the bid, and

WHEREAS, Ten-8 Fire and Safety, LLC with a bid in the amount of \$55,233.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the General Fund (301) and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by Ten-8 Fire and Safety, LLC to provide the equipment at a total cost not to exceed \$55,233.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a Purchase Authorization with Ten-8 Fire and Safety, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a Purchase Authorization with Ten-8 Fire and Safety, LLC for the purchase of dual compliance gear at the said price and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500359
Vendor: Ten-8 Fire and Safety, LLC
Resolution No. 2025-38

Requisition By: Bailey
Date: 1/21/2025
Bid Number 2025-14
Purchase of: Purchase of Fire Department Dual Compliance Gear Funded by the General Operating Fund 001

Reason: Purchase Fire Department Dual Compliance Gear

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	PGI Fireline Multi-Mission Tactical Jacket	EA	50	\$556.88	\$27,844.00	
2	PGI Fireline Multi-Mission Tactical Pant	EA	50	\$507.55	\$25,377.50	
3	ERB Americana Wildland Firefighter Helment	EA	50	\$40.23	\$2,011.50	
				Total:	\$55,233.00	

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 \$2,500 or more require a 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.



City of Ormond Beach

Purchasing Coordinator

City Hall (downstairs) Room 102

22 South Beach Street, Ormond Beach, FL 32174

Dual Compliance Gear

BID 2025-14

December 10, 2024 3:00 PM

Submitted by:

Mitchell Wilkerson – Outside Sales Representative – 352-638-6365

Bob Kotecki – Inside Sales Representative – 941-756-5650

Federal ID # 59-2812764





City of Ormond Beach

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Dual Compliance Gear

BID NUMBER: 2025-14

BID OPENING DATE & TIME: December 10, 2024 @ 3:00 PM

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

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: Ten-8 Fire and Safety, LLC

BIDDER'S MAILING ADDRESS: 2950 59th Dr E,

CITY-STATE-ZIP: Bradenton, FL 34203

F.E.I.N. 59-2812764

PHONE NUMBER: (877) 989-7660

EMAIL: info@ten8fire.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)

Cory Pike

NAME (TYPED)

Inside Equipment Sales Manager

TITLE

12/6/2024

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

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

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

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

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

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach
Dual Compliance Gear
Bid No. 2025-14

GENERAL INSTRUCTIONS:

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

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. Questions will be accepted until December 2nd at 4:00 PM.

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

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

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

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

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

TERM OF AGREEMENT:

The term of this agreement shall not extend beyond this singular bid process.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified vendors to submit a bid for the dual compliance gear listed on the bid schedule. The vendor will also be the point of contact between the City of Ormond Beach and the manufacturer on any warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the garments.

AWARD:

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

TAXES:

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

OTHER AGENCIES:

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

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



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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 Inside Equipment Sales Manager of Ten-8 Fire and Safety, 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: December 6th, 2024 Signed: [Signature]

Entity: Ten-8 Fire and Safety, LLC Name: Cory Pike

Title: Inside Equipment Sales Manager

STATE OF: Florida COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9TH day of DECEMBER, 2024, by CORY PIKE and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large:

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

My commission expires: _____



(seal)
SHANE D. REICHENBACH
Notary Public
State of Florida
Comm# HH475807
Expires 1/20/2028

This document must be completed and returned with your Submittal

City of Ormond Beach

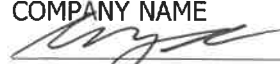
Dual Compliance Gear Bid No. 2025-14

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.

Ten-8 Fire and Safety, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Cory Pike

NAME

Inside Equipment Sales Manager

TITLE

12/6/2024

DATE

City of Ormond Beach
Dual Compliance Gear
Bid No. 2025-14

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:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

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: Ten-8 Fire and Safety, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: n/a

ADDRESS: 2950 59th Dr E, Bradenton, FL 34203

PHONE NO.: (877) 989-7660

EMAIL: info@ten8fire.com

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

TITLE: Inside Equipment Sales Manager

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach
Dual Compliance Gear
Bid No. 2025-14

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

BID SCHEDULE

Item	Description	Quantity	Unit Price	Total Price
Coat	PGI Fireline Multi-Mission Tactical Jacket Style #58100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-581 trim (3M Comfort Trim) in orange and gray. Coat will have FL-70/70 lettering on back stating "ORMOND BEACH" in high-vis orange. An American Flag patch will be on the left jacket sleeve. A department patch will be sewn on the right jacket sleeve	50	\$556.88	\$27,844.00
Pants	PGI Fireline Multi-Mission Tactical Pant Style #78100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-780 trim (3M Comfort Trim). Pants will include a FL-88 squish knee pad	50	\$507.55	\$25,377.50
Helmet	ERB Americana Wildland Firefighter Helmet (3 white, 15 red, 32 black)	50	\$40.23	\$2,011.50

TOTAL BID FOR CONTRACT

\$ 55,233.00

(Figures)

Fifth Five Thousand Two Hundred and Thirty Three Dollars

(Words)

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Fire Chief or designee shall be the sole judge of the quality and interoperability of alternate products proposed and their decision will be final.

City of Ormond Beach
Dual Compliance Gear
Bid No. 2025-14

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.

Ten-8 Fire and Safety, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Cory Pike

NAME (PRINT OR TYPE)

Inside Equipment Sales Manager

TITLE

12/6/2024

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Ten-8 Fire and Safety, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Cory Pike

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an 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 \$25,000 per occurrence.

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

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

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



City of Ormond Beach

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Dual Compliance Gear

BID NUMBER: 2025-14

BID OPENING DATE & TIME: December 10, 2024 @ 3:00 PM

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

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: Response Graphics & Embroidery LLC, DBA Fireground Supply

BIDDER'S MAILING ADDRESS: 23900 W Industrial Dr S Suite 4 & 5

CITY-STATE-ZIP: Plainfield, IL 60585

F.E.I.N. 46-1625816

PHONE NUMBER: 630 364-1471

EMAIL: kyeazell@responsegraphics-us.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 Kevin Yeazell
AUTHORIZED SIGNATURE (MANUAL)

Kevin Yeazell

NAME (TYPED)

President/CEO

TITLE

12/3/24

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

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

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

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

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

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

Dual Compliance Gear

Bid No. 2025-14

GENERAL INSTRUCTIONS:

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

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. Questions will be accepted until December 2nd at 4:00 PM.

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

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

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

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

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

TERM OF AGREEMENT:

The term of this agreement shall not extend beyond this singular bid process.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified vendors to submit a bid for the dual compliance gear listed on the bid schedule. The vendor will also be the point of contact between the City of Ormond Beach and the manufacturer on any warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the garments.

AWARD:

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

TAXES:

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

OTHER AGENCIES:

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

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

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AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President/CEO of Response Graphics & Embroidery LLC, DBA Fireground Supply
(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: December, 3, 2024 Signed: Kevin Yeazell

Entity: Response Graphics & Embroidery LLC, DBA Fireground Supply Name: Kevin Yeazell

Title: President/CEO

STATE OF: Illinois COUNTY OF: Will

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

City of Ormond Beach

Dual Compliance Gear

Bid No. 2025-14

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.

Response Graphics & Embroidery LLC, DBA Fireground Supply

COMPANY NAME

Kevin Yeazell

AUTHORIZED SIGNATURE

Kevin L Yeazell

NAME

President/CEO

TITLE

December, 3 2024

DATE

City of Ormond Beach

Dual Compliance Gear

Bid No. 2025-14

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:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

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: Response Graphics & Embroidery LLC, DBA Fireground Supply

VENDOR/CONTRACTOR LICENSE NUMBER: Certificate of Registration 4100-7077 State of IL

ADDRESS: 23900 Industrial Dr S Suite 4 & 5
Plainfield, IL 60585

PHONE NO.: 630 364-1471 EMAIL: kyeazell@responsegraphics-us.com

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

TITLE: President/CEO

AUTHORIZED SIGNATURE: I, Kevin Yeazell 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.

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City of Ormond Beach

Dual Compliance Gear

Bid No. 2025-14

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

BID SCHEDULE

Item	Description	Quantity	Unit Price	Total Price
Coat	PGI Fireline Multi-Mission Tactical Jacket Style #58100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-581 trim (3M Comfort Trim) in orange and gray. Coat will have FL-70/70 lettering on back stating "ORMOND BEACH" in high-vis orange. An American Flag patch will be on the left jacket sleeve. A department patch will be sewn on the right jacket sleeve	50	See Included Quote For Full Details	
Pants	PGI Fireline Multi-Mission Tactical Pant Style #78100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-780 trim (3M Comfort Trim). Pants will include a FL-88 squish knee pad	50		
Helmet	ERB Americana Wildland Firefighter Helmet (3 white, 15 red, 32 black)	50		

TOTAL BID FOR CONTRACT

\$ _____

(Figures)

Fireground Supply will be the primary point of contact between the City of Ormond Beach and the manufacturer on any warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the garments.

(Words)

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Fire Chief or designee shall be the sole judge of the quality and interoperability of alternate products proposed and their decision will be final.

City of Ormond Beach

**Dual Compliance Gear
Bid No. 2025-14**

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.

Response Graphics & Embroidery LLC, DBA Fireground Supply

COMPANY NAME

Kevin Yeazell

AUTHORIZED SIGNATURE

Kevin Yeazell

NAME (PRINT OR TYPE)

President/CEO

TITLE

December 3, 2024

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Response Graphics & Embroidery LLC, DBA Fireground Supply
COMPANY NAME

Kevin Yeazell
AUTHORIZED SIGNATURE

Kevin Yeazell
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: N/A

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

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

Registration Requirements

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

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

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

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

Insurance Requirements

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

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

C. Contractor's Insurance

1. General

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

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

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

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



BID OPENING TABULATION

Dual Compliance Gear

Bid Number: 2025-14

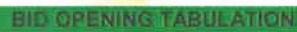
Date & Time: December 10, 2024 10:00 PM

Contractor	Base Bid
Ten-8	\$55,233.00
Technology International	\$54,450.00
FireGround Supply	\$63,457.00

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: Travis Taft
Battalion Commander



Date & Time: December 10, 2024 10:00 PM

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.

Opened by: Travis Taft
Battalion Commander



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-39
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - Ford F150		
Summary:	This is a request to purchase one (1) 2025 Ford F-150 XL Super Cab 4X4X1L pickup truck FSA24-VEL32.0 under the Florida Sheriffs Contract FSA24-VEL.32. This vehicle will be purchased from Duval Ford, 405 Lane Avenue North, Jacksonville Florida. Installation of non-factory items (emergency lighting) is purchased separately through an additional vendor. This vehicle will be utilized by the Deputy Chief Building Official and is an addition to the Fleet.		
Financial Impact:	The fiscal impact of this purchase is \$40,921 and is included in Fiscal Year 2024-25 budget within Fund 302 - Vehicle and Equipment Replacement Fund.		
Citizen Impact:	To provide for suitable transportation for Deputy Chief Building Official to perform their duties for City residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the purchase of one Ford F-150 XL Super Cab 4X4X1L pickup truck from Duval Ford, Jacksonville FL.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	25-39 Purchase F150 Truck (P24-0250G) - CC 482-24 Purchase of one (1) Ford F-150 XL Super Cab 4x4 - FSA F150 Deputy Chief Building Official 2025		

Approval:	Kelly McGuire, Finance Director	1/9/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/14/2025

RESOLUTION NO. 2025-39

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F150 PICK-UP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase a vehicle to be utilized by the Deputy Chief Building Official, 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 one (1) 2025 Ford F150 XL Super Cab 4x4 X1L Pick-up Truck from Duval Ford, LLC, in the amount of \$40,921.00, 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 one (1) 2025 Ford F150 XL Super Cab 4x4 X1L Pick-up Truck from Duval Ford, LLC, for a total price of \$40,921.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Vehicle and Equipment Replacement Fund (302) in the amount of \$40,921.00 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 one (1) 2025 Ford F150 XL Super Cab 4x4 X1L Pick-up Truck from Duval Ford, LLC, in the amount of \$40,921.00, and to pay the costs therefore from the Vehicle and Equipment Replacement Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500353
Vendor: Duval Ford LLC
Resolution No. 2025-39

Requisition By: Gray Reason: Purchase of one (1) Ford F-150 XL Super Cab 4x4
Date: 1/21/2025
Florida Sheriffs Association Contract – FSA24-VEL32.0 – Item #172
Purchase of: Purchase of one (1) Ford F-150 XL Super Cab 4x4
– Funding through Fund 302 - Vehicle and Equipment Replacement Fund

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	Ford F-150 XL Super Cab 4x4	EA	1	\$40,080.00	\$40,080.00	
2	Bed Liner	EA	1	\$592.00	\$592.00	
3	Running boards	EA	1	\$249.00	\$249.00	
				Total:	\$40,921.00	

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.

Projection information

Project Budget Package *20256 - FY 2024-25 New Inspector Vehicle

◀

Detail Amounts 2025-2029

▶

☒ Check if exporting to General Ledger
Locked Budget Package

Renew Status
Renew Amount

Project strings

Text	T	Project String	Org	Object	Project	Total Budget Amount
N	E	302VEH -VEHICLE	-V52401	-FY 24- 25	30252401	506400
						45,000.00

ORMOND BEACH

Prepared for: ORMOND BEACH CHRISTINE JARRELL 385-676-6265 Christine.Jarrell@ormondbeach.org		Contract Holder 12/3/24 DUVAL FORD Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32254	
We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor: Rate/Hr \$100	Parts QTY		UNIT PRICE EXTENDED
	1	X1L NORTH Item 172 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 40,080.00 \$ 40,080.00
	1	99P.44G 2.7L V6 Ecoboost Engine	\$ - \$ -
	1	145WB 145" Wheelbase 6.5" Bed (short bed)	\$ - \$ -
	1	101A Equipment Group: XL	\$ - \$ -
	1	96W Bedliner - Tough Bed® spray-in	\$ 592.00 \$ 592.00
	1	18B Platform type Black Running Boards	\$ 249.00 \$ 249.00
	1	YZ White	NO CHARGE \$ -
	1	AS Vinyl 40/20/40 Front-Seat (refer to Color and Trim Availability page for seat color selection.)	No Charge \$ -
	1	Vinyl Floor	\$ - \$ -
	1	TOTAL LABOR HOURS	
	1	Additional Notes	
UNIT COST			\$ 40,921.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 40,921.00

Bid Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pickup Trucks – 4x4**Item:** 172, Ford, F-150 XL Super Cab 4x4, X1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$40,300.00	Build	Options
	Alternate	Garber Ford Inc	\$40,832.00	Build	Options
	Alternate	BOZARD FORD	\$41,030.00	Build	Options
Northern	Primary	Duval Ford LLC	\$40,080.00	Build	Options
	Alternate	Garber Ford Inc	\$40,632.00	Build	Options
	Alternate	BOZARD FORD	\$40,845.00	Build	Options
Central	Primary	Duval Ford LLC	\$40,180.00	Build	Options
	Alternate	Garber Ford Inc	\$40,732.00	Build	Options
	Alternate	BOZARD FORD	\$40,945.00	Build	Options
Southern	Primary	Duval Ford LLC	\$40,280.00	Build	Options
	Alternate	Garber Ford Inc	\$40,832.00	Build	Options
	Alternate	BOZARD FORD	\$41,070.00	Build	Options



Item 172 F-150 XL Super Cab 4x4 X1L Duval Ford Base Vehicle

CNGP530

VEHICLE ORDER CONFIRMATION

08/27/24 07:26:03

==>

Dealer: F24081

2025 F-150

Page: 1 of 1

Order No: 0505 Priority: L2 Ord FIN: QE065 Order Type: 5B Price Level: 515

Ord PEP: 101A Cust/Flt Name: FSA

PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X1L	F150 4X4 S/C	\$45360	\$43319.00	EXT RANGE TANK		
	145" WHEELBASE			SP DLR ACCT ADJ		(907.00)
YZ	OXFORD WHITE			SP FLT ACCT CR		(1247.00)
A	VINYL 40/20/40	NC	NC	FUEL CHARGE		14.16
S	MED DARK SLATE			B4A NET INV FLT OPT	NC	7.00
101A	EQUIP GRP			DEST AND DELIV	1995	1995.00
	.XL SERIES			TOTAL BASE AND OPTIONS	47355	42581.16
	.17"SILVER STEEL			TOTAL	47355	42581.16
99P	2.7L V6 ECOBST			*THIS IS NOT AN INVOICE*		
44G	ELEC 10-SPDAUTO					
	.265/70R-17					
X19	3.55 REG AXLE	NC	NC			
	6550# GVWR					
	FLEET SPCL ADJ	NC	(600.00)			
425	50 STATE EMISS	NC	NC			

quote requests to DM_QUOTES@DUVALMOTOR.COM

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

STANDARD EQUIPMENT

MECHANICAL

- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
- 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Bed Storage Boxes (NA w/ 8' Box)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab 6.5' Box)
 - Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Coast to Coast
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) 4x2
 - 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 12" Productivity Screen in Instrument Cluster
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control

INTERIOR/COMFORT (continued)

- Dome Light
- Door trim – Soft armrest, grab handle and front map pockets
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V (Hybrid only)
- Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)
- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plates – MIC, Front
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- LED Reflector Headlamps – Black Bezels
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Ford Security Package (1-year included with activation)

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

STANDARD EQUIPMENT

FORD CO-PILOT360™ TECHNOLOGY

- **Ford Co-Pilot360™ 2.0**
 - Auto High Beams
 - Blind Spot Assist
 - BLIS® with Cross-Traffic Alert
 - Camera Only AEB Oncoming
 - Camera Only Evasive Steering Assist
 - Lane-Keeping System
 - Lane-Keeping Alert
 - Lane-Keeping Aid
 - Driver Alert
 - Road Edge Detection
 - Intersection Assist
 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - Pedestrian Detection
 - Forward Collision Warning
 - Dynamic Brake Support
 - Post-Collision Braking
 - Rear View Camera
 - Rear Parking Sensors
 - Reverse Brake Assist

FUNCTIONAL

- Autolamp – Auto On/Off Headlamps
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
- **FordPass™ Connect (5G)**
 - 5G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics is available for fleet customers, providing access to real-time OEM-grade data (including GPS tracking, vehicle health, driver behavior and other unique information) in a web based application. Learn more about our telematics products at <https://www.fordpro.com/en-us/intelligence/> or email telematics@fordpro.com, or by calling 833-327-FORD (833-327-3763)

- Hill Start Assist
- **SYNC® 4 with Enhanced Voice Recognition**
 - 12" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual INCL WITH
 - Conversational Voice Command Recognition
- USB charging ports – two (2)
- USB data charging ports – two (2)

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass™ Connect (optional on select vehicles), the Ford Pass™ App., and Complimentary Connected Services are required for remote features (see FordPass™ Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.



Row	ZONE	Description	CONTRACT	Discount	MSRP
1	X1L West	Item 172 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 40,300.00	14.90%	\$ 47,355.00
2	X1L North	Item 172 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 40,080.00	15.36%	\$ 47,355.00
3	X1L Central	Item 172 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 40,180.00	15.15%	\$ 47,355.00
4	X1L South	Item 172 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 40,280.00	14.94%	\$ 47,355.00
5	CODE	Description	CONTRACT	Discount	MSRP
6	SE F150 A	MECHANICAL • 2.7LV6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145") • 5.0LV8 with AutoStart-Stop Technology (standard on 122" and 157") • 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability • AutoHold • Axle, Front-Independent Front Suspension (IFS) • Brakes-4-Wheel Disc with ABS • Selectable Drive Modes: • Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling • Jack • Electric Parking Brake • SelectShift Automatic Transmission with Progressive Range Select • Shock Absorbers, Gas-Heavy-Duty, Front • Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear • Springs, Front-Coil • Springs, Rear-Leaf, Two-Stage Variable Rate • Stabilizer Bar Front • Steering-Power, Rack-and-Pinion	STD	0.00%	STD

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14	B3	Atlas Blue	NO CHARGE	0.00%	NO CHARGE
15	M7	Carbonized Gray	NO CHARGE	0.00%	NO CHARGE
16	YZ	White	NO CHARGE	0.00%	NO CHARGE
17	DR	Avalanche Req XLT	NO CHARGE	0.00%	NO CHARGE
18	LJ	Darkened Bronze Req. XLT	NO CHARGE	0.00%	NO CHARGE
19	D4	Rapid Red Exterior, Req XLT or STX	\$ 493.00	0.50%	\$ 495.00
20	E4	Vermillion Red	\$ 657.00	0.50%	\$ 660.00
21	998	3.5L V6 EcoBoost® (NA 122" WB) with Auto Start-Stop Technology	\$ 1,652.00	0.50%	\$ 1,660.00
22	995	5.0L V8 with Auto Start-Stop Technology– Standard on 122" and 157" WB	\$ 1,562.00	0.50%	\$ 1,570.00
23	103a	Included in Group 103a: REG CAB ONLY Interior Work Surfaces LED Fog Lamps 17" silver painted aluminum Chrome Bumpers Electronic Rear-Window Defroster Rear Privacy Glass	DELETED	0.00%	\$ 1,000.00
24	XL3	E Locking 3.31 Axle	\$ 418.00	0.50%	\$ 420.00
25	XL9	E Locking 3.55 Axle, reference chart for availability	\$ 468.00	0.50%	\$ 470.00
26	XL6	E locking 3.73 Axle, reference chart for availability	\$ 567.00	0.50%	\$ 570.00
27	XL5	E Locking 3.55 Axle, reference chart for availability	\$ 393.00	0.50%	\$ 395.00
28	XL7	E Locking 3.73 reference chart for availability	\$ 393.00	0.50%	\$ 395.00
29	534	Complete Trailer Tow Package – Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	\$ 1,139.00	0.50%	\$ 1,145.00
30	85H	Back up Alarm, May be dealer installed	\$ 219.00	0.50%	\$ 220.00
31	31*	Ship-thru 3rd party body modifier.	\$ 450.00	0.00%	\$ -
32	41h	Engine Block Heater (Front License Plate Bracket (153) is required w/ 5.0L V8 (995) Engine) Black Platform Running Boards	\$ 189.00	0.50%	\$ 190.00
33	18B	Platform type Black Running Boards	\$ 249.00	0.50%	\$ 250.00
34	924	Rear-Window, Fixed Privacy Glass with Defroster	\$ 100.00	0.50%	\$ 100.00
35	AS	Vinyl 40/20/40 Front-Seat (refer to Color and Trim Availability page for seat color selection.)	No Charge	0.00%	No Charge
36	153	Front License Plate Bracket (standard in states where required by law, opt. to all others)	No Charge	0.00%	No Charge
37	53T	TOW/HAUL PACKAGE (53T)Availability: •Opt. on XL, STX (200A/201A), XLT, Lariat, Tremor® (401A) Not available with: •2.7L Engine, Dealer installed, see [534] Includes: •Integrated Trailer Brake Controller •3.55 Electronic-locking rear-axle (requires 3.5L V6 EcoBoost® engine (998)) •3.73 Electronic-locking rear-axle (requires 5.0L V8 engine (995) engine; std on 3.5L PowerBoost Full Hybrid V6 engine (99D))	\$ 781.00	0.50%	\$ 785.00
38	67t	Integrated Trailer Brake Controller (req. 2.7L V6 EcoBoost® (99P))	\$ 274.00	0.50%	\$ 275.00
39	90B	Aluminum Crossbed Toolbox by Weather Guard – Matte Black (model # 127-52-03) (NA with Tonneau Pickup Box Cover Hard, Soft or Retractable (96X/96T/96J) and Bedliner – Plastic drop-in (96P))	\$ 995.00	0.50%	\$ 1,000.00

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40	90P	Aluminum Crossbed Toolbox by Weather Guard – Bright (model # 127-0-03) (NA with Tonneau Pickup Box Cover Hard, Soft or Retractable (96X/96T/96J) and or Bedliner – Plastic drop-in (96P))	\$ 995.00	0.50%	\$ 1,000.00
41	96W	Bedliner – Tough Bed® spray-in	\$ 592.00	0.50%	\$ 595.00
42	96P	Bedliner – Plastic drop-in (NA w/ Tonneau Pickup Box Cover – Retractable (96J))	\$ 348.00	0.50%	\$ 350.00
43	66C	Paint Protection Film	\$ 398.00	0.50%	\$ 400.00
44	96X	Tonneau Pickup Box Cover – Hard Folding (NA with Aluminum Crossbed Toolbox by Weather Guard (90B/90P) and Bedliner – Plastic drop-in (96P))	\$ 1,194.00	0.50%	\$ 1,200.00
45	96T	Tonneau Pickup Box Cover – Soft Folding (NA with Aluminum Crossbed Toolbox by Weather Guard (90B/90P) and Bedliner – Plastic drop-in (96P))	\$ 587.00	0.50%	\$ 590.00
46	96J	Tonneau Pickup Box Cover – Retractable (NA with Aluminum Crossbed Toolbox by Weather Guard (90B/90P), Bedliner – Plastic drop-in (96P) or 8' Box)	\$ 2,189.00	0.50%	\$ 2,200.00
47	91P	8-way Power Driver's Seat – Power Lumbar Driver	\$ 348.00	0.50%	\$ 350.00
48	94S	LED Warning Beacons by Sound Off Signal – Amber strobe color (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility)	\$ 647.00	0.50%	\$ 650.00
49	94R	LED Warning Beacons by Sound Off Signal – Red/Blue strobe color.(includes center high-mounted stop light bar and (2) roof mounted beacons that provide 360 degree visibility Note: Requires Pro SSV (Special Service Vehicle) Package(66S)	\$ 697.00	0.50%	\$ 700.00
50	94W	LED Warning Beacons by Sound Off Signal – Amber/White strobe color.(includes center high-mounted stop light bar and (2) roof mounted beacons that provide 360 degree visibility)	\$ 647.00	0.50%	\$ 650.00
51	942	Daytime Running Lamps (DRL) (the non-controllable Daytime Running Lamps (DRL) (942) replace Daytime Running Lamps (DRL) (On/Off Cluster Controllable))	\$ 45.00	0.50%	\$ 45.00
52	T7C	LT265/70R17C BSW all-terrain tires (A/T)	\$ 294.00	0.50%	\$ 295.00
53	Electical Options	Description	Contract Price	%	MSRP
54	KM 1000	Kussmall Auto Charge 1000 PLC (091-215-12) DESCRIPTION: REQ Single Battery system 1. 18A total: 15A battery charger, 3A battery saver 2. Microprocessor controlled, completely automatic operation regulates output to a single battery bank 3. Precision voltage controller senses battery voltage, eliminating need for sense wires 4. Parasitic Load Compensation allows for user input of total accessory load amps on the vehicle. This allows the charger to shift the absorption stage set point so the battery voltage drops to the float voltage when desired current is reached 5. Battery Type Selection Switches: Lead-Acid, Gel Cell, AGM or Odyssey 6. Float / 3-Step Charge Mode Selection Switches 7. Compatible with Super Auto Eject with Deluxe Cover 63-11-2106 (Bar Graph Display) 8. 3 year warranty	\$ 1,610.00	40%	DIO

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City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-41
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Award - Replacement of PEP Tanks Damaged by Hurricane Milton		
Summary:	The PEP tank sanitary sewer system in the West Ormond Service Area suffered extensive damage during Hurricane Milton. The aftermath of the hurricane has left 30 PEP tanks damaged and requiring replacement. This project is set to replace all damaged PEP tanks with all new tanks and associated materials. Under ideal conditions, City staff can replace a PEP tank in need of replacement at a rate of one per week; they can typically dedicate a crew for replacement every other week. In doing this those staff members are unable to provide support in other functions including sewer lateral repair, force main breaks, and reclaimed water distribution problems. This contract provides for substantial completion of the replacement of 30 tanks in 120 days; reducing the time to complete this task as well as the inconvenience to residents significantly. The project entails locating existing utilities, mobilization, dewatering system, excavation of existing tanks, removal of unwanted material, installation of new PEP tanks, re-connection to incoming and outgoing service lines, and all necessary restoration to property. Staff created a project manual and advertised to bid through Demandstar for contractors. The City received 1 proposal from Allstate Civil Construction Inc. in the amount of \$332,960.		
Financial Impact:	The cost of this project is \$332,960. The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the damage was the result of Hurricane Milton. The City's cost share (\$41,620) will be derived from through a budget amendment to the 409 - Water and Wastewater Repair and Replacement fund.		

Citizen Impact:	This project will expedite the replacement of all damaged PEP tanks. Replacing the tanks in a timely manner will minimize the environmental impact and the disruption to the citizens. Staff is continuously pumping the tanks out to minimize impacts and reduce the possibility of backups.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding All State Civil Construction Inc. the PEP Tank Replacement project, Bid No. 2025-24 for the amount of \$332,960.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-41 PEP Tank replace-Allstate Civil Constr (P24-0255G) 2. 2025 PEP TANK REPLACEMENT MAP 3. Bid & Bid Bond - All State Civil Construction Inc 4. BID 2024-24 signed bid tab	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/9/2025 1/10/2025 1/14/2025

RESOLUTION NO. 2025-41

A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE REPLACEMENT OF SANITARY SEWER PEP TANKS, UNDER BID NO. 2025-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-24) regarding construction services for the replacement of 30 pretreatment effluent pump (PEP) tanks (“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 Allstate Civil Construction, Inc. with a bid in the amount of \$332,960.00 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 and Wastewater Capital Fund (409) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by Allstate Civil Construction, Inc. to perform the Project at a total cost not to exceed \$332,960.00 is hereby accepted.

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

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

PEP TANK REPLACEMENTS:

- 24 BROOK CREST WAY

28 COQUINA RIDGE WAY

32 COQUINA RIDGE WAY

58 COQUINA RIDGE WAY

68 COQUINA RIDGE WAY

40 CIRCLE CREEK WAY

10 FOREST VIEW WAY

20 FOXHUNTER FLAT

76 FOXCROFT RUN

6 GREY DAPPLE WAY
- 81 GREY DAPPLE WAY

42 SADDLERS RUN

37 CANTERBURY WOODS

33 WINDING CREEK WAY

2 DOUBLE BRANCH WAY

3 SILVER LAKE WAY

4 FAWN PASS WAY

159 DEEP WOODS WAY

1 PLEASANTWOOD WAY

2 PLEASANTWOOD WAY
- 69 SHADOW CREEK WAY

1 CREEK VIEW WAY

39 FOREST VIEW WAY

1 TOMOKA COVE WAY

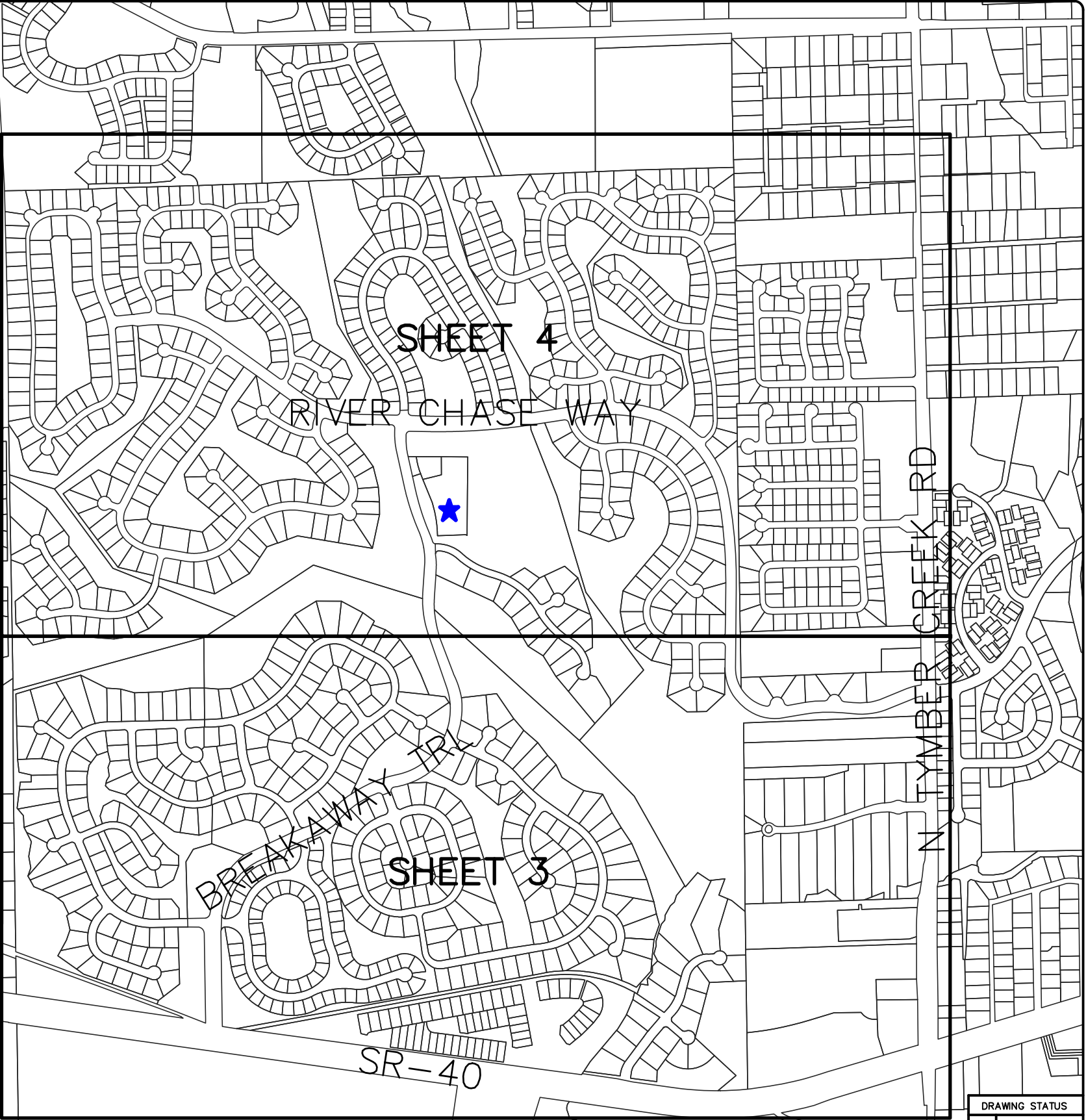
6 NOBLE WOODS WAY

8 LAUREL RIDGE BREAK

84 WESTLAND RUN

NOVA SPORTS COMPLEX:

440 N. NOVA RD



N

LEGEND

= PEP TANK REPLACEMENT

= CENTER OF OPERATIONS

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

2025 PEP TANK REPLACEMENT

KEY SHEET

DATE: 12/2/24	PROJECT NO.:
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 1 of 4



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2025 PEP TANK REPLACEMENT

LOCATION MAP

DATE:	12/2/24	PROJECT NO.:	
SCALE:	NTS	FILE NAME:	
DRAWN BY:	MC	SHEET:	2 of 4

DRAWING STATUS
☐ DRAFT
☐ PERMIT
☐ BID
☐ ADDENDA
☐ CONSTRUCTION
☐ RECORD





LEGEND

 = PEP TANK REPLACEMENT

 = CENTER OF OPERATIONS

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

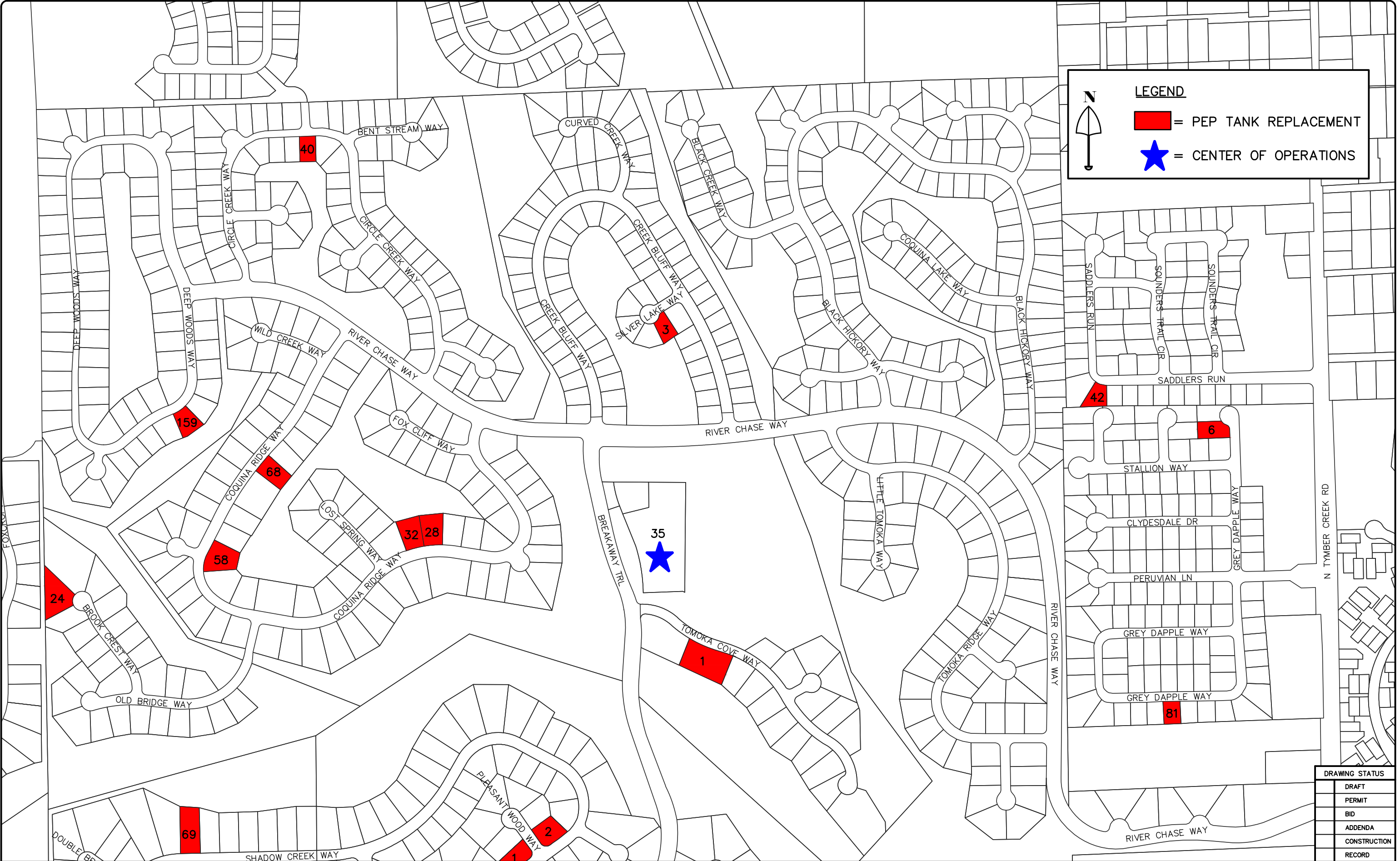
ALEX SCHUMANN, P.E. CITY ENGINEER

2025 PEP TANK REPLACEMENT

LOCATION MAP

DATE:	12/2/24	PROJECT NO.:	
SCALE:	NTS	FILE NAME:	
DRAWN BY:	MC	SHEET:	3 of 4

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

2025 PEP TANK REPLACEMENT

LOCATION MAP

DATE:	12/2/24	PROJECT NO.:	
SCALE:	NTS	FILE NAME:	
DRAWN BY:	MC	SHEET:	4 of 4

DRAWING STATUS
☐ DRAFT
☐ PERMIT
☐ BID
☐ ADDENDA
☐ CONSTRUCTION
☐ RECORD

**SECTION 00300
BID**

CONTRACTORS NAME All State Civil Construction Inc. LICENSE NO. CUC1226335

PROJECT IDENTIFICATION: **SANITARY SEWER PEP TANK REPLACEMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-24

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

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

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

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

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

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

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

<u>Date</u>
<u>12/12/24</u>

<u>Number</u>
<u>1</u>

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

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No:	Description:	Quantity:	Unit:	Unit Price:	Total Price:
1.	Mobilization/Demobilization	1	LS	LS 24,560.00	24,560.00
2.	Remove & Replace pep-tank & associated components	30	EA	\$5,750.00	\$172,500.00
3.	Dewatering, Backfill & Compaction	30	EA	\$1500.00	\$45,000.00
4.	Site Restoration	30	EA	\$1,250.00	\$37,500.00
5.	Install CEPH5A-12 Pump	30	EA	\$250.00	\$7,500.00
6.	4" SDR-26 Connection Piping	150	LF	\$15.00	\$2,250.00
7.	1 1/2" Schedule 40 PVC Pipe	150	LF	\$1.00	\$150.00
8	Install J-Box	20	EA	25.00	500.00
9	Run Wire to Control Panels90	20	EA	50.00	1,000.00
10	Install Control Panels	20	EA	100.00	2,000.00
11	Concrete Work	400	SY	100.00	40,000.00

TOTAL BASE BID

\$ 332,960.00
(Figures)

THREE HUNDRED-THIRTY-TWO THOUSAND, NINE HUNDRED-SIXTY AND 00/100
(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 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

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 recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

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

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

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

Mailing Address: 1301 Beville Rd Suite 16

Street Address: _____

City, State, Zip Code: Daytona Beach Fl. 32119

Email: cmehegan@allstatecivilconstructionfl.com

Telephone No.: 3866811805

Fax No.: _____

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

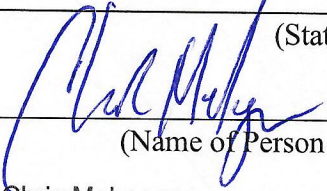
BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

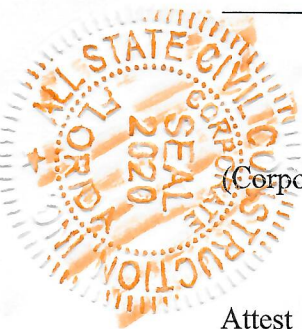
By All State Civil Construction Inc.
(Corporation Name)

Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

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

President
(Title)

 (Corporate Seal)

Attest 

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

Phone No.: 386-681-1805

Fax No.: _____

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
SOR 26 3 SC440	FORTZINE

Subcontractors:

Work Classification: NONE

Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: NONE

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>450</u>	<u>L.F.</u>	<u>5.00</u>	<u>2250.00</u>
2. Sheeting/Shoring	<u> </u>	<u>S.F.</u>	<u> </u>	<u> </u>

 12-17-24

Name (signature) Date

Chris Mehegan

Name (typed or printed)
President

Title

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Chris Mehegan

Name (typed or printed)

President

Title

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
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.

All State Civil Construction Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Chris Mehegan

NAME (PRINT OR TYPE)

President

TITLE

DATE

12/17/2024

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

All State Civil Construction Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Chris Mehegan

NAME (PRINT OR TYPE)

President

TITLE

DATE

12/17/2024

BID (Cont'd.)
SANITARY SEWER PEP TANK REPLACEMENT
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of All State Civil Construction Inc
(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: December 17, 2024 Signed: [Signature]

Title: President Print Name: Chris Mehegan

Entity: All State Civil Construction Inc.

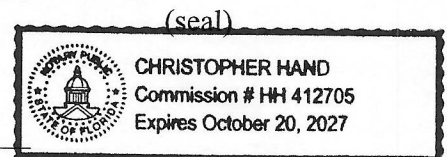
STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 17 day of DECEMBER, 2024,
by CHRISTOPHER MEHEGAN and who:

☐ Is personally known to me; or ☒ has produced FLDL
as identification.

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: OCTOBER 20, 2027



This page must be completed & notarized.

END OF BID

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

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

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

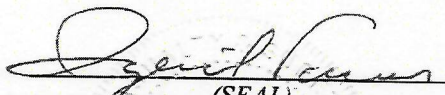
WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Sanitary Sewer PEP Tank Replacement (Bid No. 2025-24)** in, and for the City and,

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 19th day December, 20 24.

ATTEST:


(SEAL)
Ingrid Torres, Client Service Representative

All State Civil Construction, Inc.

(Principal)

By:

The Gray Casualty & Surety Company

(Surety)

By:

Greg Angel (Attorney-in-Fact)

**END OF SECTION
00410 - 1**

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

Surety Bond Professionals, Inc.
12/12/2024 09:47 5210124017445

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: All State Civil Construction, Inc.

Project: Sanitary Sewer PEP Tank Replacement (Bid No. 2025-24)

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of December, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of December, 2024.

Leigh Anne Henican





Date & Time: December 19, 2024 2:00 PM

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.

Opened by: Treavor Neal
Utilities



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-42
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - NAF Water Filtration - Clarifier Covers, Hurricane Repair Work		
Summary:	This is a request for City Commission authorization of a sole source purchase from NAF Water Filtration, LLC, D/B/A NEFCO, for clarifier covers and parts for the City's Water Reclamation Facility (WRF). The purchase of these items will allow the City to remove and replace the clarifier covers and components which were damaged as a result of hurricane Milton. The City's WRF utilizes 4 clarifiers in the wastewater treatment plant process. To aid in the facility's ability to maintain permit compliance, the City installed clarifier covers on the perimeters of each clarifier. These covers prevent the development and growth of algae along with other microorganisms which thrive under UV light exposure. NAF Water Filtration, LLC, has met the City's clarifier cover needs in the past and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the OEM parts for the NAF Water Filtration, LLC, products. The intent to utilize a sole source vendor was advertised via Demandstar and the advertisement closed on December 19, 2024 with no objections.		
Financial Impact:	The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the damage was the result of Hurricane Milton. The final cost of this proposal is \$28,490. The City's cost share (\$3,561.25) will be derived from funds available in the Water/Wastewater Capital Improvement Fund - 409.		
Citizen Impact:	Repair and replacement of damaged components at the WRF is required in order for the City to remain in compliance with its Florida Department of Environmental Protection (FDEP) wastewater treatment		

	facility operation permit. It is anticipated there will be minimal impacts to the public or traffic as a result of this project.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the sole source purchase of clarifier covers from NAF Water Filtration, LLC, to replace components which were damaged as a result of Hurricane Milton.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-42 NEFCO Clarifier Covers (P24-0261G) 2. CC 431-24 NEFCO Clarifier Covers 3. Sole Source Justification - NEFCO 4. Ormond Beach, FL - NEFCO Scope - Sole Source Letter 5. Ormond Beach, FL - NEFCO Scope - Hurricane Damage - Rev 1	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/14/2025 1/14/2025 1/15/2025

RESOLUTION NO. 2025-42

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM NAF WATER FILTRATION, LLC d/b/a NEFCO FOR CLARIFIER COVERS AT THE CITY'S WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are approximately 32 clarifier covers throughout the four clarifiers at the water reclamation facility that were damaged by Hurricane Milton and need to be replaced, and

WHEREAS, NAF Water Filtration, LLC d/b/a NEFCO manufactures the only parts that are compatible with the City's existing clarifiers, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various replacement and repair parts from NAF Water Filtration, LLC d/b/a NEFCO in the amount of \$28,490.00, 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 and Wastewater Renewal and Replacement Fund (409) through a budget amendment and will not be appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various replacement and repair parts for the City's clarifiers from NAF Water Filtration, LLC

d/b/a NEFCO in the amount of \$28,490.00, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500370
Vendor: NAF WATER FILTRATION ENTERPRISES LLC
Resolution No. 2025-42

Requisition By: Finley
Date: 1/21/2025

Reason: Sole Source Procurement - NEFCO Clarifier Covers

Purchase of: Purchase of NEFCO Clarifier Covers - Water/Wastewater Capital Improvement Fund - 409.

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	FRP Launder Cover Repairs	EA	1	\$13,940.00	\$13,940.00	
2	Recommended Upgrade Option	EA	1	\$14,550.00	\$14,550.00	
				Total:	\$28,490.00	

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 \$2,500 or more require a 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.



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: 11/15/24

Vendor: NEFCO

Cost: \$62,678.54

Requested by: Mike Stephenson, Utilities Engineer

Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the removal and re-installation of laundry covers that were damaged by Hurricane Milton in October 2024. There are approximately 32 laundry covers in total throughout the four (4) clarifiers at the Water Reclamation Facility that were damaged and need to be replaced.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

NEFCO is the original manufacturer/supplier and is the only source for the OEM replacement parts.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

NEFCO is the original manufacturer/supplier and is the only source for the OEM replacement parts. NEFCO has provided a sole source letter.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

A handwritten signature in blue ink, appearing to read "Bob Preis", is written over a horizontal line.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



Date: November 4, 2024
Project: Ormond Beach Clarifier Repairs
Location: Ormond Beach, FL

Dear Sir or Madam:

NEFCO™ Systems is the only manufacturer that can supply the replacement launder cover parts to match the existing configuration which was supplied in 2023 by NEFCO.

Sincerely,

NEFCO SYSTEMS

A handwritten signature in black ink, appearing to read 'C. Truskowski', written over a light gray rectangular background.

Chris Truskowski
Sales Manager

Cc: *Heyward Florida, Inc.*



Date: January 2, 2025
Project: Ormond Beach Clarifier Repairs
Location: Ormond Beach, FL

Dear Sir or Madam: **City of Ormond Beach**

NEFCO™ Systems is pleased to submit this scope of supply for this project:

1. FRP Launder Covers Repairs: \$13,940.00

Supply of Replacement Parts:

Qty 32 total Cover Panel

Qty 40 Total Cable Restraints

Qty 216 locking pins (2 per "A" covers) (This is being provided for free by NEFCO)

2. Recommended Upgrade Option: \$14,550.00

Supply of Replacement Parts:

Qty 120 total replacement kerf angle 3/8" thick for all four tanks.

Delivery: Submittals provided 2-3 weeks ARWO. Materials 8-10 weeks ADA. Delays in approvals may cause longer lead times.

The price for this material includes freight to the jobsite. Price does not include installation or any applicable fees or taxes. Payment terms are 100% thirty (30) days from date of invoice.

This proposal will remain valid for a period of sixty (60) days from the bid date. Price is valid for delivery on or before June 1, 2025.

Thank you for considering our products for this application.

Sincerely,

NEFCO SYSTEMS, INCORPORATED

A handwritten signature in black ink, appearing to read 'Chris Truskowski'.

Chris Truskowski
Sales Manager

Cc: *Heyward Florida, Inc.*



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-43
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Emergency Procurements - Hurricane Milton		
Summary:	This is a request for approval of emergency procurement for various emergency expenses related to Hurricane Milton. Hurricane Milton impacted Ormond Beach as a strong hurricane with approximately 27 inches of rainfall. As a result of the high wind and heavy rain critical City infrastructure was damaged. In order to provide for continuity of city operations several procurements were made on an emergency basis that need to be ratified by the City Commission. <u>Ames House</u> Remediation - The main building of Ames Park experienced interior water damage. Upon inspection, mold and water damage were found. It was recommended due to the hazardous conditions that the Legal department relocate and the mold be remediated. This includes removal of drywall and furniture. As a result of this water intrusion, the City entered into an agreement with Paul Davis Restoration LLC to remediate the contents consisting of furniture, desks, and other internal items. The quote for the contents' remediation was \$33,422.73. Paper documents also required remediation. A quote for \$99,778.90 was obtained from Prism Specialties for this service. Due to the contamination and loss of property, staff approved the quote as an emergency expense for health, safety and business continuity. Office Lease - Due to the displacement of the Legal department, the City entered into a lease agreement with Root Executive Park, LTD. for a period of one year, for \$23.00 per square foot, to allow for adequate remediation and repair efforts to be completed. Should additional time be required, the attached lease may be renewed for an additional year at \$23.69 per square foot. The annual amount of the lease is \$100,510 and was not included in the 2024-2025 Fiscal Year budget. Building Repairs - Staff contacted A.M. Weigel Construction, Inc. to		

	prepare a scope of work per their Continuing Contract for Construction Management Services. Their Guaranteed Maximum Price proposal, based on the environmental report and their visual observation of building conditions will include the following scope of work: • Reduce moisture infiltration into the Ames House and Summer House through replacement of windows, repair of blockwork, and seal coating the exterior. Encapsulation, drainage, and dehumidification systems will be added to the crawl space under the Ames House. • Perform removal and remediation of identified mold contamination to industry guidance levels outlined by CFL Environmental Solutions, followed by independent third-party testing and verification. • Replace walls, vinyl plank flooring, and acoustical ceilings removed during remediation. The Guaranteed Maximum Price to perform the work is \$362,453.48. <u>Rio Avenue Storm Pipe/Stormwater</u> As a result of the high water and wave action from Hurricane Milton, the 30 inch storm pipe along Rio Avenue failed. As the pipe fails it washed away soil from around the pipe, this creates “sink holes” along the length of the pipe. The erosion has undermined both driveways and has become a safety hazard to the public. Staff received a quote from Hazen Construction, a pre-approved underground construction manager, for removal of the existing pipe and replacement with High Density Polypropylene (HDPP) pipe for \$114,542, which includes replacing the affected driveways, irrigation, sod, and maintenance of traffic. Once construction commenced, the underground excavation revealed an existing force main in conflict with the storm water pipe. The force main was misidentified as being located in the center of Rio Ave. The expense to deflect the force main is \$18,663.38, making the total repair \$133,205.38. <u>F150 Pickup Truck</u> Vehicle #149, a 2013 F150 pickup truck utilized at the City's Water Treatment facility, was awaiting routine maintenance at Fleet Operations prior to the landfall of Hurricane Milton. During Hurricane Milton a large tree adjacent to the Fleet Operations fence and compound was uprooted, crushing the vehicle. The vehicle is deemed totaled. Fleet Operations was able to procure a similarly equipped 2024 F-150 from an area dealership under the current Florida Sheriffs Contract FSA24-VEL32.0.
Financial Impact:	<u>Ames House</u> Building Remediation of \$33,423; Document Digitization and Electronics Cleaning of \$99,800; Office Lease (annual) of \$100,510 to be charged to Fund 504 - General Liability Fund

	Building Repairs - \$362,454 to be charges to Fund 301-General Capital Improvement Fund <u>Rio Avenue Storm Pipe/Stormwater</u> \$133,206 to be charged to Fund 107 - Stormwater Improvement Fund <u>F150 Pickup Truck</u> \$37,661 to be charged to Fund 408 - Water & Wastewater Vehicle Fund These items were not included in the 2024-2025 Fiscal Year budget and will require a budget amendment. Staff will submit all items to the City's insurance carrier and FEMA for potential partial reimbursement. The City's share of the Ames House costs not reimbursed by insurance or FEMA will be derived from General Fund Reserves.	
Citizen Impact:	These emergency procurements allowed the City operations and services to continue without disruption.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends ratification of the noted emergency procurements totaling \$767,031.49.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 24-43 EMERGENCY PROCUREMENTS 2. Ames Remediation- Invoice 3. Ames Remediation-Estimate 4. AM Weigel Work Authorization 5. Prism Final Proposal 6. Rio Ave-Hazen Const-FM Deflection Proposal 7. Office Lease-Ormond Beach Legal Dept. 11.18.2024 8. Rio Ave-Hazen Construction-Repair-Proposal 9. EmergencyProcurement F-150 Water Plant 10. Truck 2 11. Truck1	
Approval:	Kelly McGuire, Finance Director 1/16/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/16/2025 Joyce Shanahan, City Manager 1/16/2025	

RESOLUTION NO. 2025-43

A RESOLUTION RATIFYING AND AFFIRMING EMERGENCY PROCUREMENTS AS A RESULT OF HURRICANE MILTON; AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE PROCUREMENTS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, as a result of Hurricane Milton significant damage was sustained to City property and infrastructure, including a city vehicle crushed by a fallen tree, significant water intrusion and water damage to the Ames House, and a failed stormwater pipe, all of which required emergency remediation, 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:

1. purchase one 2024 Ford F150 Pick-up truck from Bozard Ford Co. in the amount of \$37,661.00 under the Florida Sheriffs Association Bid FSA24-VEL32.0 (a copy of the Quote is attached hereto and incorporated herein by reference);
2. accept a proposal from Hazen Construction for removal and replacement of a 30" storm pipe along Rio Drive at a cost of \$133,205.38 (a copy of the proposal is attached hereto and incorporated herein by reference);

3. enter into a Lease Agreement with Root Executive Park, Ltd. for temporary office space for one year in the amount of \$100,510.00 (a copy of said Lease Agreement is attached hereto and incorporated herein by reference);
4. accept a Quotation from Paul Davis Restoration, Inc. of Volusia County for mold remediation services of building furniture and equipment in the Ames House at a cost of \$33,422.73 (a copy of said Quotation is attached hereto and incorporated herein by reference);
5. accept a proposal from A.M. Weigel for construction management services regarding remediation and repairs to the Ames House at a cost not to exceed \$362,453.48 (a copy of said proposal being attached to the Work Authorization which is attached hereto and incorporated herein by reference);
6. accept a proposal from Prism Specialties for document restoration and digitization of files from the Ames House in the amount of \$99,778.90 (a copy of said proposal being attached hereto and incorporated herein by reference),
and

WHEREAS, the City Manager has certified that the money for the payment of the procurements will be appropriated to the credit of the General Fund (301), the General Liability Fund (504), the Stormwater Drainage Improvement Fund (107) and the Water/Wastewater Vehicle & Equipment Fund (408) through a budget amendment and will not be appropriated for any other purpose; it is anticipated that some reimbursement is expected from the City's insurance carrier and FEMA, 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 one (1) 2024 Ford F150 Pick-up Truck from Bozard Ford Co., and the expenditure of funds from the Water/Wastewater Vehicle and Equipment Fund (408), in the amount of \$37,661.00.

SECTION TWO. The City Commission hereby ratifies and affirms the emergency procurement of services from Hazen Construction, LLC to repair the stormwater pipe along Rio Avenue and the expenditure of funds from the Stormwater Drainage Improvement Fund (107) in the amount of \$133,205.38.

SECTION THREE. The City Commission hereby ratifies and affirms the execution of a Lease Agreement with Root Executive Park, Ltd. for the emergency procurement of office space and the expenditure of funds from the General Liability Fund (504) in the amount of \$100,510.00.

SECTION FOUR. The City Commission hereby ratifies and affirms the emergency procurement of services from Paul Davis Restoration, Inc. of Volusia County to perform mold remediation services of building furniture and equipment in the Ames House and the expenditure of funds from the General Liability Fund (504) in the amount of \$33,422.73.

SECTION FIVE. The City Commission hereby approves the proposal submitted by A.M. Weigel to provide construction management services regarding the Ames House remediation and repairs in the amount of \$362,453.48. The Mayor and City Manager are hereby

authorized and directed to execute a Work Authorization between the City and A.M. Weigel for the said services and to pay the cost therefore from the General Fund (301).

SECTION SIX. The City Commission hereby ratifies and affirms the emergency procurement of services from Prism Specialties to perform document digitization and restoration of files from the Ames House and the expenditure of funds from the General Liability Fund (504) in the amount of \$99,778.90.

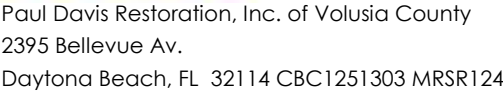
SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 21st day of January, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Tax ID: 06-1652489

BILL TO
City of Ormond Beach Ref: 173 S. Beach Street

Billed To: Ref:

Please make your check payable to Paul Davis Restoration and enclose this portion with your payment.

Thank You!

Due Date:

Invoice #: 4644

Claim #:

Reference #:

Invoice Total:	\$33,422.73
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Paul Davis Restoration, Inc.Of Volusia
2395 Bellevue Av.
Daytona Beach, FL 32114 CBC1251303 MRSR124

Enclosed :



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Insured: City of Ormond
Property: 173 South Beach St.
Ormond, FL 32174

Claim Rep.: Monica Collazo
Business: 5104 Forsyth commercial
Orlando, Fl 32807

Estimator: Monica Collazo
Business: 5104 Forsyth commercial
Orlando, Fl 32807

Claim Number:	Policy Number:	Type of Loss:
Date of Loss: 11/7/2024 9:34 PM	Date Received: 11/7/2024 1:00 PM	
Date Inspected:	Date Entered: 11/7/2024 9:30 PM	
Price List: FLDY8X_NOV24		
	Restoration/Service/Remodel	
Estimate: CITY-OF-ORMOND-1		

**Paul Davis Restoration of Orlando**

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

CITY-OF-ORMOND-1**Pack out cleaning content**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Pack out					
14. Hazardous Waste/Mold Cleaning Technician - after hours	48.00 HR	0.00	123.44	0.00	5,925.12
6 Technicians to preclean before wrapping to protect furniture during transport					
1. Inventory, Packing, Boxing & Moving - per hour - after hrs	96.00 HR	0.00	90.08	0.00	8,647.68
6 Technicians 2 days to disassemble wrap content for transport					
8. Provide box, packing paper & tape - medium size	10.00 EA	0.00	3.87	2.71	41.41
10. Provide mirror/picture box, packing paper & tape	6.00 EA	0.00	10.08	4.23	64.71
9. Provide box, packing paper & tape - small size	5.00 EA	0.00	2.93	1.03	15.68
13. Moving van (21'-27') and equipment (per day)	1.00 EA	0.00	199.00	0.00	199.00
Content cleaning					
7. Hazardous Waste/Mold Cleaning Technician - after hours	96.00 HR	0.00	123.44	0.00	11,850.24
11. Add for personal protective equipment (hazardous cleanup)	12.00 EA	0.00	12.28	10.32	157.68
12. HEPA Vacuuming - hourly charge	16.00 HR	0.00	85.50	0.00	1,368.00
15. Hydroxyl generator - odor counteractant - 2 optics	3.00 DA	0.00	180.00	0.00	540.00
MOVE BACK					
17. Cleaning - Upholstery, Soft Furniture - per hour	1.00 HR	0.00	71.50	0.00	71.50
16. Inventory, Packing, Boxing, and Moving charge - per hour	96.00 HR	0.00	60.00	0.00	5,760.00
Technician to move content back and assemble beds					
18. Pre Tax Deduction	1.00 EA	0.00	-18.29	0.00	-18.29
19. Credit for Desk	1.00 EA	0.00	-1,200.00	0.00	-1,200.00
Totals: Pack out cleaning content				18.29	33,422.73
Line Item Totals: CITY-OF-ORMOND-1				18.29	33,422.73



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	33,422.73	100.00%	33,422.73	100.00%
Total	33,422.73	100.00%	33,422.73	100.00%



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Summary for Contents

Line Item Total	33,404.44
Material Sales Tax	18.29
Replacement Cost Value	\$33,422.73
Net Claim	\$33,422.73

Monica Collazo



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Recap of Taxes

	Material Sales Tax (7%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	18.29	0.00	0.00	0.00
Total	18.29	0.00	0.00	0.00



5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Recap by Room

Estimate: CITY-OF-ORMOND-1			
Pack out cleaning content		33,404.44	100.00%
Coverage: Contents	100.00% =	33,404.44	
Subtotal of Areas		33,404.44	100.00%
Coverage: Contents	100.00% =	33,404.44	
Total		33,404.44	100.00%



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Recap by Category

Items			Total	%
CONT: PACKING,HANDLNG,STORAGE			14,720.51	44.04%
Coverage: Contents	@	100.00% =	14,720.51	
CONT: CLEAN, UPHOLSTERY & SOFT			71.50	0.21%
Coverage: Contents	@	100.00% =	71.50	
HAZARDOUS MATERIAL REMEDIATION			19,143.36	57.28%
Coverage: Contents	@	100.00% =	19,143.36	
TRAUMA/CRIME SCENE REMEDIATION			687.36	2.06%
Coverage: Contents	@	100.00% =	687.36	
WATER EXTRACTION & REMEDIATION			-1,218.29	-3.65%
Coverage: Contents	@	100.00% =	-1,218.29	
Subtotal			33,404.44	99.95%
Material Sales Tax			18.29	0.05%
Coverage: Contents	@	100.00% =	18.29	
Total			33,422.73	100.00%

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Ames House Remediation & Repairs- Hurricane Milton

Project Description: Construction management services to perform remediation and repairs at the Ames House as a result of water intrusion from Hurricane Milton. The scope of work will reduce moisture infiltration into Ames House & the Summer House conference room through window replacement, blockwork repair, and exterior seal coating. Encapsulation, drainage and dehumidification systems will be added to the crawl space under Ames House. Identified mold contamination will be removed and remediated, followed by testing and verification, as well as replacement of walls, LVT flooring, and acoustical ceilings removed during remediation, as detailed in the attached proposal dated December 31, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Ames House Remediation & Repairs	Guaranteed Maximum Price	\$362,453.48
Total Fee Authorized:	Not to Exceed	<u>\$362,453.48</u>

Funding Source: General Improvement Fund (301)

Estimated Time for Completion: 6 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
Jason Leslie
Mayor

By: _____
A. Michael Weigel
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



December 31, 2024

Mr. Alex Schumann
Engineering Department
City of Ormond Beach
22 South Beach Street,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Ames House Remediation and Repair

Dear Alex,

We are pleased to submit our proposal for the Remediation and Repairs at the Ames House (173 S. Beach St., Ormond Beach, Florida 32174) in the amount of Three Hundred Sixty Two Thousand Four Hundred Fifty Three Dollars and Zero Cents (\$362,453.00).

The scope of work is based upon identified items from the CFL Environmental Solutions, Inc. Assessment Report dated November 1st, 2024, on-site meetings with City Engineering, and visual observation of building conditions. The intention of this proposal is to:

- Reduce Moisture Infiltration into the Ames House and “Conference Room” (Boathouse) buildings through replacement of windows, repair of blockwork, and seal coating exterior. Encapsulation, drainage, and dehumidification systems will be added to the Ames House Crawl Space.
- Perform removal and remediation of identified mold contamination to industry guidance levels outlined by CFL, followed by independent third-party testing and verification.
- Replacement of walls, LVT Flooring, and Acoustical Ceilings removed during remediation.

Please be aware that the age, construction, and location of the Ames House make it naturally susceptible to moisture infiltration. For this reason, A.M. Weigel Construction cannot guarantee against future moisture infiltration or contamination. These measures are intended to reduce current moisture levels, remove all identified mold, and restore building finishes.

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit “A” Assumptions & Qualifications
Exhibit “B” Cost Summary

Upon receipt of an executed contract and notice to proceed, we anticipate the project duration to be six (6) months to substantial completion.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in this important project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President
Attachments

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. In general terms, the scope of the Project is to add encapsulation, drainage, and dehumidification systems to the Crawl Space under the Ames House (173 S. Beach Street, Ormond Beach, FL 32174) and structural jacks and steel to level and stabilize the first floor. The building envelopes of the Ames House and Conference Room will then be repaired where masonry is significantly cracked, sills damaged, the replacement of exterior doors and windows, and the application of a clear sealer coating on the exterior of the building. The Ames House and Conference Room will then undergo environmental remediation and repair of surfaces demolished during the remediation.
3. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit "A", the Cost Summary identified as Exhibit "B".
4. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
5. 6% State Sales Tax, 0.5% County Sales Tax (on the first \$5,000) – is included on all materials. It is our intention for the Owner to directly purchase as many items as feasible for the purpose of realizing the benefit of their tax exempt status.
6. The sales tax saved through the Owner Direct Purchase Process will accrue to the contract as a budget to be used for the purpose of defraying the expenses due to unforeseen circumstances relating to the CM's responsibilities for construction. The Construction Manager will be required to furnish documentation justifying expenditures charged to this budget prior to the release of funds by the Owner. Budget balance shall be tracked by the CM and reported to the Owner on an ongoing basis. Upon completion of the project, a final accounting of the unused funds will be reconciled with the Owner and any and all unused monies will be credited to the Owner Contract via deductive change order.

B. EXCLUSIONS:

1. Roof and chimney work is under a different agreement with the City and is excluded.
2. Structural repairs above the crawl space, except those noted below, are excluded.
3. Work in the Ames Park itself, such as sidewalks, landscaping, fountains, parking areas, boardwalk, or river retaining wall work is not part of this proposal and therefore excluded.
4. This proposal anticipates the current electrical service has enough spare capacity to power new drainage system devices in the Crawl Space.
5. HVAC system work beyond the dehumidification system is excluded.
6. We have not included any costs associated with removal or replacement of unsuitable soils or undiscovered hazardous materials found on site.

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

EXCLUSIONS (continued):

7. Drainage, dehumidification, and encapsulation systems will be designed for normal seasonable weather and groundwater conditions, meeting applicable codes. **The system is not guaranteed to withstand extreme weather events such as hurricanes or floods.**
8. We exclude repair of any concealed deficiencies or contamination within the Ames House structure that were not identified through the CFL Environmental Solutions, Inc. Assessment dated November 1, 2024, or explicitly through on-site meetings with City Engineering.
9. Plumbing systems appear to be in good condition and replacement of plumbing is excluded.
10. Replacement of millwork or fireplaces are excluded.

C. QUALIFICATIONS BY TRADE:

Division 01 – General Requirements

11. We have included the necessary project management and full-time jobsite supervision for the entire period of construction.
12. The project is based on a continuous schedule of one (1) month for Engineered Design Development and Permitting, and five (5) months of construction.
13. We have included the cost of Liability Insurance and Builders Risk Insurance coverage and Performance and Payment Bond premiums as described in our contract agreement.
14. It is assumed that all temporary utility services will be connected to existing facilities and that the cost associated with temporary water, sewer, and power consumption are not included.

Division 02A – Crawl Space Remediation and Repair

15. We have included cutting a permanent access door to the Crawl Space needed for work.
16. We have included removal of debris from existing Crawl Space.
17. We will install 4" Corrugated and Perforated Drainage Pipe with engineered mesh silt socks, backfilled with #57 stone, along the inside perimeter of the existing Crawl Space foundations.
18. Drainage Piping will go to two (2) 1/3HP Triple Pumps, which include stands, airtight box, automatic start, pump alarm, and backup battery. Discharge point to be determined by City.
19. We have included encapsulation of the Crawl Space using a 20-mil Class A Fire-Rated liner with drainage matting below and minimum 1" overlap on all edges.
20. We have included a 100ppd packaged dehumidifier system for the Crawl Space.
21. Stabilization and leveling of the First Floor is included through the use of fourteen (14) galvanized steel jacks supported by angle steel, and four (4) supplemental galvanized beams.

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

- 22. Wood will not immediately adjust to new stabilized floor level. Stabilization system includes three (3) years of annual post-installation service to adjust floor jacks by AlphaFoundations.
- 23. Encapsulation liner system and stabilization jacks include 25-year manufacturer warranty against material defects, contact AlphaFoundations for full information and conditions.
- 24. We have included an allowance for polyurethane injection to raise the front porch, Conference Room, ADA Ramp, and miscellaneous items.

Division 02B – Environmental Remediation

- 25. This proposal includes removal and disposal of identified mold contaminated materials within the Ames House and Conference Room by AHERA certified abatement technicians, disinfecting of surfaces, and a third-party mold clearance test to industry guidelines.

Division 04 - Masonry Repairs

- 26. A.M. Weigel has included caulking and sealing large cracks in existing masonry.
- 27. We have included replacement of deteriorated Masonry sills on the Conference Room North and East faces, and replacement of the rusting masonry lintel on the north face of the Ames House. Other Lintels and Sills are to remain.

Division 06 - Carpentry

- 28. We have included replacement of the wood baseboards around the first floor of the Ames House and Conference Room where walls will be cut for remediation.
- 29. We have included an allowance for the replacement of wood blocking around windows and doors at the Ames House and Conference Room.
- 30. Decorative wood trim on the interior side of the windows, the wood stairs, structural wood framing, hard ceilings, and wood railings will be sanitized during remediation and remain. Replacement of these items is excluded.

Division 08 - Openings

- 31. Replacement of all windows on the Ames House and Conference Room are included in this proposal with code-compliant equivalent glazing. Small windows will no longer be operable.
- 32. We have included replacement of the exterior doors on the Ames House and Conference Room with new fiberglass doors and equivalent hardware.

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

Division 09A – Drywall and Plaster Walls

33. We have included repair of all gypsum drywall and plaster walls along the first floor anticipated to be cut apart during the environmental remediation. We have included reskinning the full walls for a consistent Level 4 Smooth Finish.

Division 09B - Flooring

34. For the Ames House First Floor and Conference Room, we have included removing and replacing the LVT flooring with an equivalent LVT product with wood appearance, color to be determined by City.

Division 09C – Acoustical Ceilings

35. A.M. Weigel Construction has included an allowance for replacing all Acoustical Ceiling Tiles on the first and second floor of the Ames House.

Division 09D - Coatings

36. We have included repainting drywall, plaster, and baseboard replaced during the remediation with Acrylic Paint, color to be selected by City.
37. We have included pressure washing the exterior of the Ames House and Conference Room, followed by application of Loxon XP Waterproof Clear Primer.

Division 16A - Electrical

38. We have included an allowance to run new circuits from the existing MDP to two (2) new pumps and one (1) dehumidification system in the Crawl Space.
39. We have included an allowance for electrical improvements to free up circuits for new pumps in the Ames House.

OB AMES HOUSE				
REMEDATION AND REPAIR				
Bid Pkg	Description	Quantity	UM	Total Cost
1A	Project Management	50	DAYS	
1A	Superintendent	100	DAYS	
1A	Fueling	5	MO	
1A	Communication	5	MO	
Total 01A				62,043.98
1B	Permitting & Impact Fees Allowance	1	LS	BY CITY
1B	Signed and Sealed Design for Permitting	1	LS	2,000.00
1B	Environmental Survey	1	LS	4,000.00
1B	Additional Drainage Allowance	1	LS	2,000.00
1C	Dumpster - 30 CY	2	EA	
1C	Small Tools / Barricades / Signage	1	LS	
1C	Day Labor / Cleanup	5	DAYS	
Total 01C				2,560.00
02A Crawl Space Remediation		1	LS	
	Removal of Crawl Space debris	1	LS	
	Crawl Space Drainage System	1	LS	
	Crawl Space Encapsulation	1	LS	
	Crawl Space Dehumidification System	1	LS	
	First Floor Jack Stabilization	1	LS	
	Additional Structural Support for First Floor	1	LS	
	Injection Allowance for Porch/Ramp/Boathouse	1	LS	
Total 02A - Crawl Space Remediation				58,237.14
02B - Environmental Remediation				
	Removal of Contaminants / Cleaning	1	LS	
Total 02B - Environmental Remediation				13,940.00
04 Masonry Repairs				
	Replacment of damaged Concrete Sills	4	EA	
	Masonry Block Crack Fill	60	BLK	
Total 04 - Masonry Repairs				11,760.00
06 Wood Carpentry				
	Interior Woodwork - Conference Room	80	LF	
	First Floor Baseboard	450	LF	
	Wood Blocking for Windows / Doors	40	EA	
Total 06 - Wood Carpentry				12,320.00

08 Window/Door Replacement				
	Replacement of Windows	37	EA	
	Replacement of Exterior Door Leaves	3	EA	
Total 08 - Window/Door Replacement				58,987.49
09A - Drywall & Plaster				
	Repair and Reskimming of Remediated Walls	450	LF	
Total 09A - Drywall & Plaster				10,995.00
09B - Flooring				
	Remove Flooring & Adhesive First Floor ONLY	1,200	SF	
	Provide new LVT Flooring First Floor ONLY	1,200	SF	
	Remove Flooring & Adhesive Conference Room	400	SF	
	Provide new LVT Flooring Conference Room	400	SF	
Total 09B - Flooring				15,200.00
09C Coatings				
09C	Sealing of Exterior Concrete Block	1	LS	
09C	Painting of Walls	450	LF	
09C	Painting of Window Trim, Doors, Baseboards	22	EA	
Total 09C Coatings				45,650.00
09D - Acoustical Ceilings				
	Replace Acoustical Ceiling Tiles	1,100	SF	
Total 09D - Acoustical Ceilings				8,800.00
16 Electrical				
16A	Electrical - Power to Crawl Space Devices	3	EA	
16A	Electrical - Circuit Changes and LED Lighting	42	EA	
Total 16 Electrical				17,760.00
		SUBTOTAL		326,253.61
	Performance & Payment Bond			3,900.05
	Overhead and Profit		10.00%	32,299.82
				362,453.48



Document Restoration Proposal

**Ormond Beach City Attorney Office
173 S Beach St
Ormond Beach, FL 32174**



Proposal Prepared By:

Bryan Poss

President

Prism Specialties of Orlando, Space, & Treasure Coasts

Prism Specialties of Orlando | 3834 Commerce Loop | Orlando, FL 32808

Email: bryan.poss@prismspecialties.com | Phone: (321)236-5177 |

Document Mitigation and Digitization Proposal



ATTN: David Lisicki
Facilities Maintenance Contract Manager, City of Ormond Beach
Email: David.lisicki@ormondbeach.org

Regarding: Removal, mitigation, destruction and digitization of documents affected by water, moisture and mold

Dear Mr. Lisicki,

Thank you for considering Prism for the restoration and digitization of your documents at the Ormond Beach City Attorney's Office.

We propose to carefully manage the restoration and digitization process as follows:

1. **Document Removal and Transportation:** Our team will safely remove all documents and file cabinets affected by water, moisture and mold and transport them to Prism's Orlando facility for thorough mitigation and digitization. All mitigation and digitization will be conducted on-site at our facility, located at 3834 Commerce Loop, Orlando, FL 32808.
2. **Document Assessment and Destruction:** In collaboration with your staff, we will conduct a certified document destruction process for any documents deemed unnecessary after digitization.
3. **Water & Mold Mitigation and Digitization:** Documents that will not need digitization will undergo water and mold mitigation. The City Attorney's office may also require certain high priority documents to be returned on a rush timeline due to current litigation. Documents needing to be scanned will undergo mold mitigation and be prepared for scanning. Following this, they will be scanned, indexed, and stored on a secure hard drive. It is assumed that once all documents have been scanned, there will be no further need for the physical documents unless the City Attorney's Office requires the documents be returned. As a result, no additional mold mitigation will be necessary, and the documents will be destroyed.

Prism Specialties adheres to a rigorous quality management system and is ISO-9001:2015 and HIPAA compliant. Please note that the final invoice will be based on the total number of documents processed and the scope of scanning and indexing required.

We look forward to assisting the Ormond Beach City Attorney's Office with this important project.

Estimated cost of document mitigation and digitization

After a thorough evaluation of the City Attorney's Office location and discussions with staff regarding their specific needs, Prism has developed a comprehensive document remediation plan. Given the urgency of restoring essential documents for ongoing litigation, we propose a combination of document digitization and advanced mitigation techniques. These include gamma irradiation and hydroxyl treatment, which effectively dry and remediate documents affected by mold and water.

Prism estimates the total cost of restoration will range from **\$87,000 to \$99,999**. This estimate aligns with the proposed solutions tailored to the City Attorney's Office, addressing their immediate requirements and ensuring the integrity of vital documents. A general estimate has been provided below based on the proposed solution.

General Estimated Proposal

Pack Out of Documents		
1	Pack out – Safely remove documents, file cabinets, and electronics affected by water/mold	9,500.00
	Sub-total	9,500.00
Document Mitigation & Digitization / Supplies / Storage		
Qty	Description	
219	Cubic Feet of Documents for Mold Remediation @ \$29.00 Per Cubic Foot	6,351.00
219	Logistics Labor (Gamma) @ \$22.10 Per Cubic Foot	4,839.90
28	remediation for legal and case books from attic @ \$220 Per Cubic Foot	6,160.00
40	Cubic Feet of Documents to Clean & Hydroxyl @119.95 Per Cubic Foot	4,798.00
179	Cubic Feet of Documents to Index files @ \$35.00 Per Cubic Foot	6,265.00
179	Cubic Feet of Documents to Prep to Scan Level II @ \$108 Per Cubic Foot	19,332.00
485000	Cubic Feet of Documents to Digitize @ \$.08 per sheet	38,800.00
40	Blueprints to scan @ \$7.00 per print	280.00
179	Cubic Feet to Dry Shred @ \$11.50 per CF	2,058.00
1	Supplies & Pallet Charge	150.00
1	Hard Drive @ \$99.00	99.00
N/A	Restoration for 2 heavy duty office printers, 5 phones, 1 mini fridge, 1 microwave, and toaster	1,146.00
	Sub-total	90,278.90
	Estimate TOTAL	99,778.90

*Once the documents arrive at our facility, a complete assessment will be conducted. We will then issue a formal estimate based on the actual cubic feet of the documents. **Estimates will also be based on the actual cubic feet of the documents that need to be mitigated and digitized.**

Sincerely,
Prism Specialties of Orlando

Bryan Poss
President

Pictures of affected items



Item #: E11302402335001 Type: 2 File cabinets



Item #: E11302402335002 Type: 3 File cabinets



Item #: E11302402335003 Type: Wooden File Cabinet



Item #: E11302402335004 Type: 2 File ca



Item #: E11302402335005 Type: 5 File Cabinets



Item #: E11302402335006 Type: File Boxes



Item #: E11302402335007 Type: File Boxes



Item #: E11302402335008 Type: File Boxes



Item #: E11302402335009 Type: File Boxes



Item #: E11302402335010 Type: File Boxes



Item #: E11302402335011 Type: File Boxes



Item #: E11302402335012 Type: File Boxes



Item #: E11302402335013 Type: File Boxes



Item #: E11302402335014 Type: File Boxes



Item #: E11302402335015 Type: File Boxes



Item #: E11302402335016 Type: File Boxes



Item #: E11302402335017 Type: File Boxes

Statement of Services

Corrective Actions

Prism will typically utilize many of the following activities over the course of a restoration project.

Mitigation

Mitigation is the effort to reduce loss of property by applying inhibitors to the items that Prism considers restorable. It is imperative that mitigation activities take place as soon as possible to reduce the loss of equipment.

Restoration

Prism will follow all local and State OSHA (Occupational Safety and Health Administration) guidelines in our restoration process. Prism will use advanced technology and proprietary chemicals in the cleaning process of the equipment.

Encapsulation

Encapsulation is the process by which any potentially hazardous material or substance, i.e. asbestos, is permanently covered and/or contained by a physical barrier which will contain the contaminated material and not allow it to cross contaminate the environment or affect personnel.

Our technical on-site capabilities include:

- Engineering analysis to determine immediate interim and final corrective action
- Utilization of proprietary chemicals to perform all levels of mitigation necessary to minimize degradation of equipment until restoration is performed.
- Environmental Sample Testing: If required, Prism has national and international approved vendors, (i.e. Industrial hygienist), which can perform third party independent environmental sample testing.
- Cost review to ensure total removal and reset is cost effective.
- Providing technical analysis and encapsulation services if required.
- Sterilization of restaurants, food processing equipment and medical equipment.
- Coordinate with OEM/third party vendors for final testing, validation, calibration and/or certification of equipment and controls as required. This may include 17025 accredited laboratories.
- Coordinate with facility personnel for start-up support and validation of equipment.
- Full documentation of the restoration project including timelines, work performed and formal final acceptance.
- Utilization of Mobile labs, mobile machine shops and office space as required.

Prism Specialties Quality Policy

Prism Specialties is dedicated to meet and/or exceed our customers' expectations. Our strategic goals are based on total customer satisfaction, continually improving our quality management system, and our overall employee satisfaction; which complements our organizational goals and objectives.

WARRANTY STATEMENT

All electronic items that are cleaned and serviced are warranted to be free from water, fire or smoke damage related problems due to the original peril for a period of one year from date of loss (unless otherwise noted). If electronic problems related to original damage occur within a period of one year, PRISM SPECIALTIES will service and/or repair the items and return to the customer at no additional cost. If an item cannot be repaired, Prism Specialties will refund the amount that was originally charged to clean and service that specific item. Any problems found to be unrelated to the original claim or peril will be documented and customer will be responsible for any and all charges related to such repair (if customer chooses to proceed with repair). If an item has been disassembled, opened, tampered with or has been attempted to have been serviced by anyone other than an Prism Technician, the warranty automatically becomes null and void. NOTE: Lamps and/or lamp modules for LCD/DLP televisions, projection televisions or LCD/DLP Projectors ARE NOT covered under Prism Warranty for any reason as these items have a limited lifespan and require periodic replacement.



The Effects of Water Damage on Equipment

Factory equipment is susceptible to wet corrosion. While in many cases some corrosion will not affect the operation of a piece of equipment, advanced machinery has many precise metallic components. Corrosion on these precise surfaces can affect the operation of the machine in two ways. The degradation of the surfaces can lead to misalignment and lash in the machine. The buildup of the Fe_2O_3 can also create a stack up issue within the components and altering the tolerances of the machine. If the corrosive environment is neutralized quickly these factors can be eliminated with minimal or no damage to the equipment.

Corrosion is the primary means by which metals deteriorate. Most metals corrode on contact with water (and moisture in the air), acids, bases, salts, oils, aggressive metal polishes and other solid and liquid chemicals. Metals will also corrode when exposed to gaseous materials like acid vapors, formaldehyde gas, ammonia gas, and sulfur containing gases. Corrosion specifically refers to any process involving the deterioration or degradation of metal components. The best known case is that of the rusting of steel. Corrosion processes are usually electrochemical in nature, having the essential features of a battery.

When metal atoms are exposed to an environment containing water molecules they can give up electrons, becoming themselves positively charged ions provided an electrical circuit can be completed. This effect can be concentrated locally to form a pit or, sometimes a crack or it can extend across a wide area to produce general wastage. Localized corrosion that leads to pitting may provide sites for fatigue initiation and, additionally, corrosive agents like seawater may lead to greatly enhanced growth of the fatigue crack. Pitting corrosion also occurs much faster in areas where microstructural changes have occurred due to welding operations.

The corrosion process (anodic reaction) of the metal dissolving as ions generates some electrons, as shown in the simple model listed below, are consumed by a secondary process (cathodic reaction). These two processes have to balance their charges. The sites hosting these two processes can be located close to each other on the metal's surface, or far apart depending on the circumstances. This simple observation has a major impact in many aspects of corrosion prevention and control, for designing new corrosion monitoring techniques to avoiding the most insidious or localized forms of corrosion.

Resources: <http://www.corrosion-doctors.org/Principles/Theory.htm>

David Lisicki


Facility Manager
11-13-2024



Row	Description:	Unit:	Quantity:	Unit Price:				Subtotal:				Total:
				Labor:	Equipment:	Material:	Subcontractor:	Labor:	Equipment:	Material:	Subcontractor:	
1	<u>Dewatering Set up</u>											
2	Pipe Crew	DY	1				\$2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ 2,600.00
3	6" Pump for Dewatering (24hr/day)	HR	48		\$ 53.54			\$ -	\$ 2,569.92	\$ -	\$ -	\$ 2,569.92
4	Wellpoint	LF	300				\$6.75	\$ -	\$ -	\$ -	\$ 2,025.00	\$ 2,025.00
5												
6	<u>Deflection of 6" Forcemain Line</u>											
7	Pipe Crew	DY	2				\$ 2,600.00	\$ -	\$ -	\$ -	\$ 5,200.00	\$ 5,200.00
8	Temporary 42" Plug Rental	WK	1				\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
9	Misc Materials	LS	1			\$ 4,191.04		\$ -	\$ -	\$ 4,191.04	\$ -	\$ 4,191.04
10												
11	Misc.											
12	<u>Planning / Layout / Documentation</u>											
13	Project Manager	HR	0	\$ 90.00				\$ -	\$ -	\$ -	\$ -	\$ -
14	Superintendent	HR	0	\$ 90.00				\$ -	\$ -	\$ -	\$ -	\$ -
15	Survey (office)	HR	0	\$ 75.00				\$ -	\$ -	\$ -	\$ -	\$ -
16	Survey (field)	HR	0	\$ 40.00				\$ -	\$ -	\$ -	\$ -	\$ -
17	Survey (helper)	HR	0	\$ 30.00				\$ -	\$ -	\$ -	\$ -	\$ -
18	Survey (Pickup w/ instruments)	HR	0		\$ 115.00			\$ -	\$ -	\$ -	\$ -	\$ -
19												
Subtotals:								\$ -	\$ 2,569.92	\$ 4,191.04	\$ 10,575.00	\$ 17,335.96
Labor Burden (45.21%):								\$ -				
Tax (6.5%):										\$ 272.42		
Overhead & Profit (15%):								\$ -	\$ 385.49	\$ 669.52		
Subtotals W/ Markups:								\$ -	\$ 2,955.41	\$ 5,132.98	\$ 10,575.00	\$ 18,663.38
Bond (1.25%) - N/A												
Final Total:												\$ 18,663.38

Clarifications

- Void if not accepted in writing within 30 Days of submission
- Assumes vac truck provided by COOB Waste Water Management
- Adds two days to the scope of work

LEASE AGREEMENT

ROOT EXECUTIVE PARK
Ormond Beach, Florida

ROOT EXECUTIVE PARK, LTD.,
a Florida Limited Partnership (Landlord)

&

City of Ormond Beach
(Tenant)

DATED: November 18, 2024

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 18 day of November, 2024 ("Effective Date"), by and between Root Executive Park, Ltd., a Florida limited partnership herein referred to as "Landlord", and City of Ormond Beach, hereinafter referred to as "Tenant" ("Lease");

WITNESSETH:

1. Premises and Term. In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord certain Premises situated within the County of Volusia, State of Florida, more particularly that portion of the Park containing four thousand three hundred seventy (4,370) square feet of Rentable Area, as described on EXHIBIT "A" attached hereto and incorporated herein by reference, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way pertaining to the Premises and together with the buildings and other improvements situated or to be situated upon said Premises (said real property, building and improvements being hereinafter referred to as the "Premises").

Landlord and Tenant agree that at any time after Tenant takes possession of the Premises, Landlord may elect to redetermine the Floor Area of the Premises. In the event that any such remeasurement determines there is a deviation between the Floor Area of the Premises and the number of square feet set forth in Paragraph 1 of the Lease of ten percent (10%) or more, and the determination is certified by Landlord's architect, this Lease shall be amended to reflect the Floor Area and to adjust proportionately Guaranteed Minimum Rent and additional rent. If the deviation is less than ten percent (10%), then Landlord may, at Landlord's sole option, elect to either adjust proportionately Guaranteed Minimum Rent and additional rent, or to leave the charges and the Floor Area of the Premises as they are set out in the Lease. Any underpayment of rent disclosed by such adjustment shall be promptly paid by Tenant. Any overpayment of rent disclosed by such adjustment shall be promptly refunded.

TO HAVE AND TO HOLD this Lease shall be in full force and effect as of the Effective Date. The Lease term shall commence on the "Commencement Date", as hereinafter defined, and ending Twelve (12) full months thereafter, provided, however, that, in the event the "Commencement Date" is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the "Commencement Date."

2. Definitions. As used in this Lease the following terms shall have the following meanings:

A. Rentable Area: As to both the Premises and the Building, the respective measurements of floor area as may from time to time be leased to Tenant and all Tenants of the Building, respectively, as determined by Landlord and applied on a consistent basis throughout the Building. For the purposes here of Rentable Area of the Premises shall equal useable area, as measured in accordance with B.O.M.A. Standards.

B. Project/Park: The three (3) buildings (43,712 sq ft) and any other improvements on the real property located at the northeast corner of the intersection of Clyde Morris Boulevard and Hand Avenue in Ormond Beach, Florida, known as Root Executive Park.

C. Building: The 265, North Building (14,328 sq ft) of which the Premises are a part in Root Executive Park, Ormond Beach, Florida.

D. Premises: 265 Clyde Morris Blvd., Suite 200, Ormond Beach, FL 32174-5977.

E. Lease Commencement Date: November 18, 2024.

F. Rent Commencement Date: November 18, 2024. Base Rent and Tenant's proportionate share of monthly CAM, Real Estate Taxes, and Insurance expenses will begin upon the Lease Commencement Date.

G. Early Access: Tenant shall have access to premises for move in and installation of FF&E, beginning November 11, 2024, subject to Landlord receipt and approval of Tenant Insurance obligations as set forth in the Lease sections 16 and 17.

H. Common Areas: The building, parking areas and other generally understood public or common areas.

I. Parking: Tenant shall be entitled to no more than five (5) spaces per one thousand (1,000) rentable square feet.

J. Tenant's Building Share: 30.50%

K. Tenant' Project/Park Share: 10.00%

3. Exhibits and Addenda. The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- Exhibit "A" - Floor Plans showing the Premises
- Exhibit "B" - Exterior Signage Criteria
- Exhibit "C" - Work Letter
- Exhibit "D" - Rules and Regulations
- Exhibit "E" - Letter of Agreement
- Exhibit "F" - Sample Estoppel Certificate Form
- Exhibit "G"- Sample Subordination, Non-Disturbance and Attornment Form
- Exhibit "H"- Guaranty of Lease

Addenda:

- 1. Additional Provisions
- 2. Option To Extend

4. **Base Rent, Adjustment Thereof and Security Deposit.**

A. The Base Rent for the first year shall be \$23.00 sq. ft. Thereafter, the base rent payable under the terms of subparagraph 4(A) of this lease shall be adjusted annually as provided in Paragraph 7 – Base Rent Adjustment. Tenant agrees to pay to Landlord rent for the Premises, in advance, without demand, deduction or set off, for the first year of the lease at the rate of Eight Thousand Three Hundred Seventy-Five Dollars and 83/100 (\$8,375.83) per month. One such monthly installment shall be due and payable on the date hereof and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date recited above during the hereby demised term, except that the rental payment for any fractional calendar month at the commencement or end of the lease period shall be prorated.

B. In addition, Tenant has deposited with Landlord the sum \$10,000.00 of which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. At such time after termination of this lease that all of Tenant's obligations under this lease have been fulfilled, any remaining balance of such deposit shall be returned by Landlord to Tenant. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit of Landlord, and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

5. **Interest and Late Charges.** If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease within fifteen (15) business days of their due date, the unpaid amounts shall bear interest at the annual rate of Prime plus two (2%) percent. Acceptance of any interest shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. A late fee equal to the greater of Fifty Dollars (\$50.00) or two (2%) percent of the payment of any Rent or other amounts or charges payable hereunder may be assessed on any payment that is received later than fifteen (15) business days after its due date. Such late fee will be in addition to any default interest payable hereunder; and shall be payable to compensate Landlord for Landlord's administrative costs in processing any such late payment.

6. **Use.** The demised Premises shall be used only for the purpose of general office space and for such other lawful purposes as may be incidental thereto. Outside storage is prohibited without Landlord's prior written consent. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, not take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the building in which the Premises are situated or unreasonably interfere with their use of their respective premises. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the State Board of Insurance or other insurance authority to disallow any sprinkler credits. If any increase in the fire and extended coverage insurance premiums paid by Landlord for the building in which Tenant occupies space is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes an increase in such premiums, then Tenant shall pay as additional rental the amount of such increase to Landlord.

7. **Base Rent Adjustment and Operating Costs.** The Base Rent payable under the terms of subparagraph 4(A) of this Lease shall be adjusted annually in accordance with the following provisions:

A. The amount of Base Rent (and the corresponding monthly installments of Base Rent) payable hereunder shall be adjusted annually. If the Tenant exercises the renewal option, Year 2 of this Lease, the Base Rent shall be increased by a rate of three percent (3%). Accordingly, the rent schedule shall be as follows:

Lease Year	Annual Amount	Monthly Payment	Per Square Foot
Year 1:	\$100,510.00	\$8,375.83	\$ 23.00
Renewal Option			
Year 2:	\$103,525.30	\$8,627.11	\$ 23.69

B. **Operating Costs.** As used in this lease, the term "Operating Costs" shall mean all direct and indirect costs and expenses in each calendar year of owning, operating, maintaining, repairing and managing the building and/or project of which the Premises are a part, including, without limitation, all real property taxes, assessments (whether general or special) and governmental charges of any kind and nature whatsoever, including, without limitation, assessments due to deed restrictions and/or owners associations, which accrue against the building and/or project of which the Premises are a part during the term of

this lease; all insurance premiums Landlord is required to pay or deems necessary to pay, including, without limitation, public liability insurance and fire and extended coverage insurance with respect to the building; all costs incurred by Landlord for common area maintenance and utilities, landscaping, exterior lighting, security, sprinkler head replacement, interior sprinkler maintenance and service, fire line inspection and maintenance, sewer line cleanouts, water and sewer service, refuse removal, pest control, heating and air conditioning repairs and maintenance; periodic resealing and restriping of the parking lot; compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the building and/or project; and management of the building or project whether managed by Landlord or an independent contractor. The term "Operating Costs" does not include any capital costs for major roof or major parking lot replacement, replacement of heating and air conditioning equipment, nor does it include repairs, restoration or other work occasioned by fire, windstorm or other casualty to the extent of net insurance proceeds received by Landlord with respect thereto, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, interest or principle payments on any mortgage or other indebtedness of Landlord, or depreciation allowance or expense.

C. Tenant shall during the term of this lease pay as additional rent (i.e., the rent payable under subparagraph 7(A), (B) and (C) hereof), (i) Tenant's Share of the Building Operating Costs for the then current calendar year, and (ii) Tenant's Share of the Park Operating Costs for the then calendar. Tenant's Share of Building Operating Costs shall be an amount equal to the product of the Building Operating Costs for each calendar year during the term of this lease times a fraction, the numerator of which is the number of square feet in the space contained in the Premises and the denominator of which is the number of square feet in the entire space contained in the Building. Tenant's Share of the Park Operating Costs shall be an amount equal to the product of the Park Operating Costs for each calendar year during the term of this lease times a fraction, the numerator of which is the number of square feet in the space contained in the Premises and the denominator of which is the number of square feet in the entire space contained in the Park. The total square footage of the tenant rentable area contained in the Park is 43,712 square feet; and the total rentable square footage in the Building is 14,328 square feet, both of which are subject to modification. As the square footage in the Premises, Building and Park changes, Landlord reserves the right to change Tenant's Share percentage(s) accordingly.

D. The Operating Cost for the first calendar year is estimated to be \$6.91 per square foot. Commencing on the Lease Commencement Date, and for the balance of the Lease Term, Tenant shall pay to Landlord its pro rata share of Landlord's "Operating Costs" plus four percent (4%) of Tenants Base Rent to cover Landlord's administrative and overhead costs. Landlord will make a good faith estimate of Tenant's share of such additional rent for each calendar year and the monthly payment of Operating Costs by Tenant shall be adjusted in accordance with such estimate. By June 1st of each calendar year during the term of this lease and by June 1st of the year following the year in which the term of this lease terminates, or as soon thereafter as practical, Landlord shall furnish to Tenant a statement of Operating Costs for the previous calendar year. If for any calendar year additional rent collected under the terms of subparagraph 7 (A), (B) and (C) for the prior year, as a result of Landlord's estimate of Operating Costs, is in excess of the additional rent actually due from Tenant hereunder during such prior year, then Landlord shall credit to Tenant's rental obligations any overpayment (or if Tenant has no further financial obligations under this lease, then Landlord shall refund the overpayment). Likewise, Tenant shall pay to Landlord, on demand, any underpayment with respect to the prior year. Any payment to be made pursuant to subparagraph 7(A), (B) and (C) with respect to the calendar year in which this lease commences or terminates shall be prorated if this lease is not enforced during the full calendar year. If at any time during the term of this lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the building and/or project of which the Premises are a part, and all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "real property taxes" for the purposes hereof.

E. Florida State Sales Taxes. Unless Tenant provides Landlord with a current Florida State Sales Tax Exemption Certificate, Tenant shall pay all applicable Florida sales taxes then in force which may be imposed on the rent or other charges to be received by Landlord pursuant to this lease, at the time of remitting such rent or other charges to Landlord.

8. **Tenant's Examination of Records.** Tenant at its own expense shall have the right no more frequently than once per calendar year, following prior written notice to Landlord, to examine Landlord's books and records relating to Operating Costs, during normal business hours only, and at a time agreed upon by the Landlord and Tenant; or at Landlord's sole discretion, Landlord will provide an audit prepared by an independent certified public accountant.

9. **Landlord's Repairs.** Landlord shall at its expense maintain only the roof, foundation and the structural soundness of the exterior walls of the building in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by Tenant, or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. The term "walls" as used herein shall not include windows, glass or plate glass doors, special storefronts or office entries. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

10. **Tenant's Repairs and Other Covenants of Care and Treatment of Premises.**

A. Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this lease) in good condition, promptly making all necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors any special office entry, interior walls and finish work, doors and floor covering, plumbing work and fixtures, electrical fixtures and outlets, and regular removal of interior trash and debris, keeping the whole of the Premises in a clean and sanitary condition. Tenant shall not be obligated to repair any damage to Landlord's property caused by fire, tornado or other casualty covered by the insurance to be maintained by Landlord pursuant to subparagraph 16(A) below, except that Tenant shall be obligated to repair all damage to Tenant's property and all wind damage to glass, except with respect to tornado or hurricane damage.

B. Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Tenant or its employees, agents, customers, invitees, and/or licensees.

C. Tenant and its employees, agents, customers, invitees and/or licensees shall have the non-exclusive right to use the parking areas as may be designated by Landlord in writing, subject to such reasonable rules and regulations as Landlord may from time to time prescribe and subject to rights of ingress and egress of other tenants.

11. **Alterations.** Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves and trade fixtures as it may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the term of this lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this lease or upon earlier vacating of the Premises, provided, however, that if Landlord so elects prior to termination of this lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. All shelves and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this lease if Tenant so elects, and shall be removed by the date of termination of this lease or upon earlier vacating of the Premises if required by Landlord; upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the buildings and other improvements situated on the Premises.

12. **Signs.** No sign or lettering shall be affixed by Tenant to any part of the outside of the Premises, or any part of the inside of the Premises so as to be clearly visible from the outside of the Premises, without the prior written consent of Landlord and subject to any applicable governmental laws, ordinances, regulations and other requirements. However, Tenant shall have the right to place its name on any door leading into their Premises; the size, color, and style of such name to be subject to the Landlord's approval, which approval shall not be unreasonably withheld. Tenant shall remove all such signs by the termination of this lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal. Landlord hereby grants to Tenant the right to install, operate, maintain, replace and repair identification signage in its standard design and colors on a monument sign located at the entrance from Clyde Morris Boulevard. Landlord agrees to provide initial Monument Sign, and Directory Signs, as described in Exhibit B at Landlord's expense. Exterior Wall Sign, as described in Exhibit B, located at Tenant's suite shall be at Tenant's expense. All other graphics and installation costs shall be payable by the Tenant.

13. **Inspection.** Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this lease. During the period that is six (6) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

14. **Utilities.** Landlord agrees to provide at its cost water, electricity and telephone service connections into the Premises, but Tenant shall pay for all water, heat, light, electric power, telephone, sewer, and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities and shall furnish all replacement electric light bulbs and tubes. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion as determined by Landlord of all charges jointly metered with other premises. Landlord has advised Tenant that presently Florida Power & Light ("Electric Service Provider") is the utility company selected by Landlord to provide electricity service for the building and/or project. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider") or continue to contract for service from the Electric Service Provider. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

15. **Assignment and Subletting.** No approval necessary to assign or sublease to an entity controlled by, merged with or a part of Tenant provided that the Tenant or its successor of equal or greater net worth remains liable for the tenant lease obligations under the Lease. In such event Tenant shall notify the Landlord of its intent to sublease or assign and provide audited or published annual financial statements. Landlord's approval for subleasing and assigning, not addressed above will not be unreasonably withheld, delayed or conditioned and shall be based upon mutually acceptable guidelines to be negotiated. Any profits from subleasing shall be split 50% to Landlord and 50% to Tenant. Landlord's approval shall be provided within thirty (30) days after receipt of written request by Tenant or sublease shall be deemed approved. Tenant shall not have the right to sublease to any other tenants of Root Executive Park.

16. **Fire and Casualty Damage**

A. Landlord agrees to maintain standard fire and extended coverage insurance covering the building of which

the Premises are a part in an amount not less than 80% (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against the perils of Fire, Lighting and Extended Coverage, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the State in which the Premises are situated for use by insurance companies admitted in such state for the writing or such insurance on risks located within such state. Subject to the provisions of subparagraphs 16(B), 16(C), 16(D), 16(E), 16(F), 16(G); and 16(H) below, such insurance shall be for the sole benefit of Landlord and under its sole control.

B. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until the expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of property insurance covering (I) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant, and (II) trade fixtures, merchandise and other personal property from time to time in, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included with the classification "Fire, Lightning and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. Tenant shall procure all such policies from responsible insurance companies satisfactory to Landlord. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of the Lease following a casualty as set forth herein, the proceeds under (I) above shall be paid to Landlord, and the proceed under (II) above shall be paid to Tenant.

C. If the buildings situated upon the Premises should be totally destroyed by fire, hurricane, tornado or other casualty, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation be completed within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective upon the date of the occurrence of such damage.

D. If the buildings situated upon the Premises should be damaged by any peril covered by the insurance to be provided by Landlord under subparagraph 16(A) above, but only to such extent that rebuilding or repairs can in Landlord's estimation be completed within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall not terminate, and Landlord shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such buildings to substantially the condition in which they existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenant. If the Premises are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and rebuilding within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option terminate this lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

E. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds to be applied to such indebtedness, then Landlord shall have the right to terminate this lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

F. Anything in this lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the building of which the Premises are a part, or personal property (building contents) within the building, by reason of fire or the elements regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees, but only to the extent of the insurance proceeds payable under the policies of insurance covering the property. Because this subparagraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this lease agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this subparagraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this subparagraph.

G. Notwithstanding anything herein to the contrary, in the event the damage should occur during the last two (2) months of the original term or any extended term and Tenant has an extension or renewal option, Tenant shall be obligated to exercise the renewal or extension option as a pre-condition to restoration of the Premises.

H. Tenant shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. The Premises is a smoke free building. Tenant, its employees, contractors, agents, guests and invitees shall not smoke in any area of the Premises. Tenant is responsible to insure that no smoking takes place in the building. Landlord shall designate areas outside of the Premises for Tenant, its employees, agents, contractors, guests and invitees to smoke. Tenant acknowledges and agrees that the cost of repairs and replacement for smoke damage within the Premises is expensive and difficult. In addition to any other remedy or right under this Lease for a default, Landlord shall have the right to recover 100% of its costs for any repairs or replacement required because of smoke damage caused by Tenant in violation of this provision as smoke damage under this Lease is not considered to be ordinary wear and tear.

17. **Liability.** Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises, or caused by the buildings and improvements located on the Premises becoming out of repair, or caused by or resulting from fire, leakage of water, steam, gas, rain or by electricity emanating from the Premises, or due to any cause whatsoever, and Tenant to the extent covered by the required policy of insurance obtained by Tenant under this lease, Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the property, the Landlord (including without limitation the trustee and beneficiaries if Landlord is a trust), Landlord's agents and employees from any loss, liability,

claims, suits, costs, expenses, including without limitation attorney's fees and damages, both real and alleged, arising out of any such damage or injury; except injury to persons or damage to property the sole cause of which is the negligence of Landlord or the failure of Landlord to repair any part of the Premises which Landlord is obligated to repair and maintain hereunder within a reasonable time after the receipt of written notice from Tenant of needed repairs. Tenant's indemnification as contained herein shall survive the expiration or termination of the Lease. Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with (i) the Premises; (ii) the condition of the Premises; (iii) Tenant's operations in and maintenance and use of the Premises; and (iv) Tenant's liability assumed under this lease, the limits of such policy or policies to be in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit in respect of injury to persons (including death), and property damage or destruction, including loss of use thereof. Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law. All such policies shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. Such insurance shall name Landlord, Landlord's managing agent, and at Landlord's request any mortgagee of Landlord as additional named insured. Simultaneously with the execution of this Lease, and no less than an annual basis thereafter, Tenant shall provide Landlord with a certificate confirming the foregoing insurance coverages on an ACORD form or a substitute form, reasonably acceptable to Landlord. Such policies shall further provide that not less than sixty (60) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce insurance provided thereby.

18. Condemnation.

A. If the whole or any substantial part as determined by Landlord of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, as determined by Landlord this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective when the physical taking of said Premises shall occur.

B. If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in the subparagraph above, this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

C. In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

19. Holding Over. Tenant will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than five (5) days advance written notice, or by Tenant any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as rental for the period of any hold over, an amount equal to 100% of the rent for the first three (3) months and 125% of the rent thereafter in effect on the termination date, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this lease except as otherwise expressly provided. The preceding provisions of this Paragraph 19 shall not be construed consent for Tenant to hold over. Hold over period shall not exceed six (6) months.

20. Quiet Enjoyment. Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. In the event this lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord represents and warrants that it has full right and authority to enter into this lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this lease.

21. Events of Default. The following events shall be deemed to be events of default by Tenant under this lease.

- A. Tenant shall fail to pay any installment of the rent herein reserved when due, or any payment with respect to operating expenses hereunder when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due.
- B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- C. Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.
- D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- E. Tenant shall generally not pay its debts as such debts become due.
- F. Tenant shall vacate all or a substantial portion of the Premises, whether or not Tenant is in default of the rental payments due under this lease.
- G. Tenant shall fail to discharge any lien placed upon the Premises in violation of Paragraph 21 hereof within

twenty (20) days after any such lien or encumbrance is filed against the Premises.

- H. Tenant shall fail to comply with any term, provision or covenant of this lease (other than the foregoing in this Paragraph 21), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant.

22. Remedies.

A. Upon the occurrence of any of such events of default described in Paragraph 22 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

1. Terminate this lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

2. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor.

3. Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease; and tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

4. Alter all locks and other security devices at the Premises without terminating this lease. In the event Landlord may elect to regain possession of the Premises by a forcible detainer proceeding, Tenant hereby specifically waives any statutory notice which may be required prior to any such proceeding, and agrees that Landlord's execution of this lease is, in part, consideration for this waiver.

In the event Tenant fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

B. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be in acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

C. In the event Landlord elects to terminate the lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the difference between (i) the total rental hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Paragraph 1) and (ii) the then present value of the then fair rental values of the Premises for such period.

D. In the event that Landlord elects to repossess the Premises without terminating the lease, then Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Paragraph 1 diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in subparagraph 22(E) below). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

E. In case of any event of default or breach by Tenant, or threatened or anticipatory breach or default, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including reasonable attorney's fees whether suit is actually filed or not.

F. In the event of termination or repossession of the Premises for an event of default, Landlord shall not have any obligation to relet or to attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period to any tenant and for any use and purpose.

G. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action.

H. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Premises and not thereafter. The term "Landlord" shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord in any term or provision of this lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises; however, in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any party Landlord.

I. In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by any Landlord thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and to place same in storage at any Premises within the County in which the Premises is located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of the Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

23. **Landlord's Lien.** In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Paragraph 23 at public or private sale upon a five (5) day notice to Tenant. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

24. **Mortgages.** Tenant accepts this lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this lease superior to any such instrument in whole or in part, then by notice to Tenant, from such mortgagee, trustee or holder, this lease shall be deemed superior to such lien, whether this lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this lease or making this lease superior to the lien of any such mortgage.

A. **Construction / Mechanic's Liens and Tenant's Personal Property Taxes** Neither Landlord, nor Landlord's Agents, nor the Mortgagee shall be liable or responsible for any labor or materials furnished, or to be furnished to Tenant, and no construction, mechanics, or other liens shall attach to or affect any real estate or interest of Landlord or the Mortgagee in the Premises or the Park. Tenant agrees that if any construction, mechanics' or other lien is filed against Tenant's interest in this Lease or in the Premises by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises through or under Tenant, or if any tax lien is filed against Tenant, Tenant shall cause the lien to be discharged of record within twenty (20) days after the date of filing, by bonding or otherwise. If Tenant fails to discharge the lien within the twenty (20) day period, then, in addition to any other right or remedy available to it, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by law. In that event, Tenant shall, within ten (10) days after written demand by Landlord, reimburse Landlord for all of its costs and expenses arising in connection with such lien (including reasonable attorneys' fees), together with interest thereon at the rate of interest provided in Paragraph 5 from the date Landlord made the payment until the date Tenant pays Landlord the same. Tenant shall cooperate with Landlord in filing a notice in accordance with Florida Statutes Section 713.10. Nothing contained in this Paragraph 25 shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

B. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes.

25. **Tenant Estoppel Certificates.**

A. Within ten (10) business days after receipt of written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of the Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. (See EXHIBIT F)

B. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (iii) not more than one month's Rent has been paid in advance.

26. **Subordination And Attornment.** Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground Landlord of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is Tenant, and to all advances made or hereafter to be made thereunder (See EXHIBIT G). However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or Landlord of Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is Tenant, Tenant shall attorn to the purchaser, transferee or Landlord as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

27. **Notices.** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

A. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address for Landlord herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord.

B. All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address herein below set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

C. With the exception of Paragraph 28(A) above, any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Landlord:

Root Executive Park, Ltd.
275 Clyde Morris Boulevard
Ormond Beach, Florida 32174-5977

Tenant:

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

If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant all parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

28. **Miscellaneous**

A. Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

B. The terms, provisions and covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and property that are the subject of this lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of

due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this lease. The captions inserted in this lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this lease, or any provision hereof, or in any way affect the interpretation of this lease.

- C. Tenant shall be entitled to use no less than five (5) parking spaces per one thousand (1,000) rentable square feet or part thereof, at no additional cost. Landlord shall not be responsible for enforcing any exclusive parking rights that may be granted to Tenant.
- D. Tenant agrees from time to time and within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this lease as may be requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this lease, and that Tenant's failure to execute and deliver such certificates within the time required shall, at Landlord's election, be a default under this lease.
- E. This lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.
- F. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this lease shall survive the expiration or earlier termination of the term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises and equipment therein, in good condition and repair. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Paragraph 29(F).
- G. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- H. Because the Premises are on the open market and are presently being shown, this lease shall be treated as an offer with the Premises being subject to prior lease and such offer subject to withdrawal or non-acceptance by Landlord or to other use of the Premises without notice, and this lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.
- I. All references in this lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this lease.
- J. Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period of time equal to the duration of that prevention, delay or stoppage.
- K. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction or that no broker, agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.
- L. This lease shall be construed and enforced in accordance with the laws of the State of Florida.
- M. Tenant shall not record this lease without the prior written consent of Landlord. Tenant, upon request of Landlord, shall execute and acknowledge a "short form" memorandum of this lease for recording purposes.
- N. Time is of the essence of this lease.
- O. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Volusia County Public Health Department.

29. **Additional Provisions.** Additional Provisions are attached and are hereby incorporated as a part of the Lease.

30. **Work Letter.** Intentionally Left Blank.

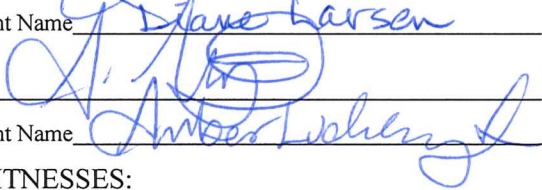
31. **Rules and Regulations.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as EXHIBIT "D" and with such reasonable modifications thereof and

additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Park.

32. **Guaranty Agreement.** Intentionally Left Blank.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESSES:


Print Name Diane Larsen

Print Name Amber Lohrey

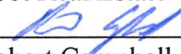
WITNESSES:


Print Name Claire Whitley

Print Name Brian Rademacher

LANDLORD:

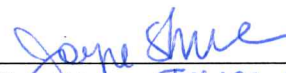
Root Executive Park., Ltd., a Florida limited partnership

By: Root Real Estate Corp., its general partner

Robert Campbell, Vice President

Date: 11/19/2024

TENANT:

City of Ormond Beach

By: 
Print Name Joyce Shure

Date: 11/18/2024

EXHIBIT "A"

FLOOR PLAN AND LEGAL DESCRIPTION

This Exhibit is attached to and a part of that certain Lease Agreement dated as of November 18, 2024, executed by and between Root Executive Park, Ltd., ("Landlord"), and City of Ormond Beach ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease. Landlord and Tenant agree that the floor plans attached to this Exhibit are the floor plans for the Premises.

Legal description: Parcel "A" Coquina Point, according to the plat thereof as recorded in Map Book 43, Pages 40 and 41, Public Records of Volusia County, Florida.

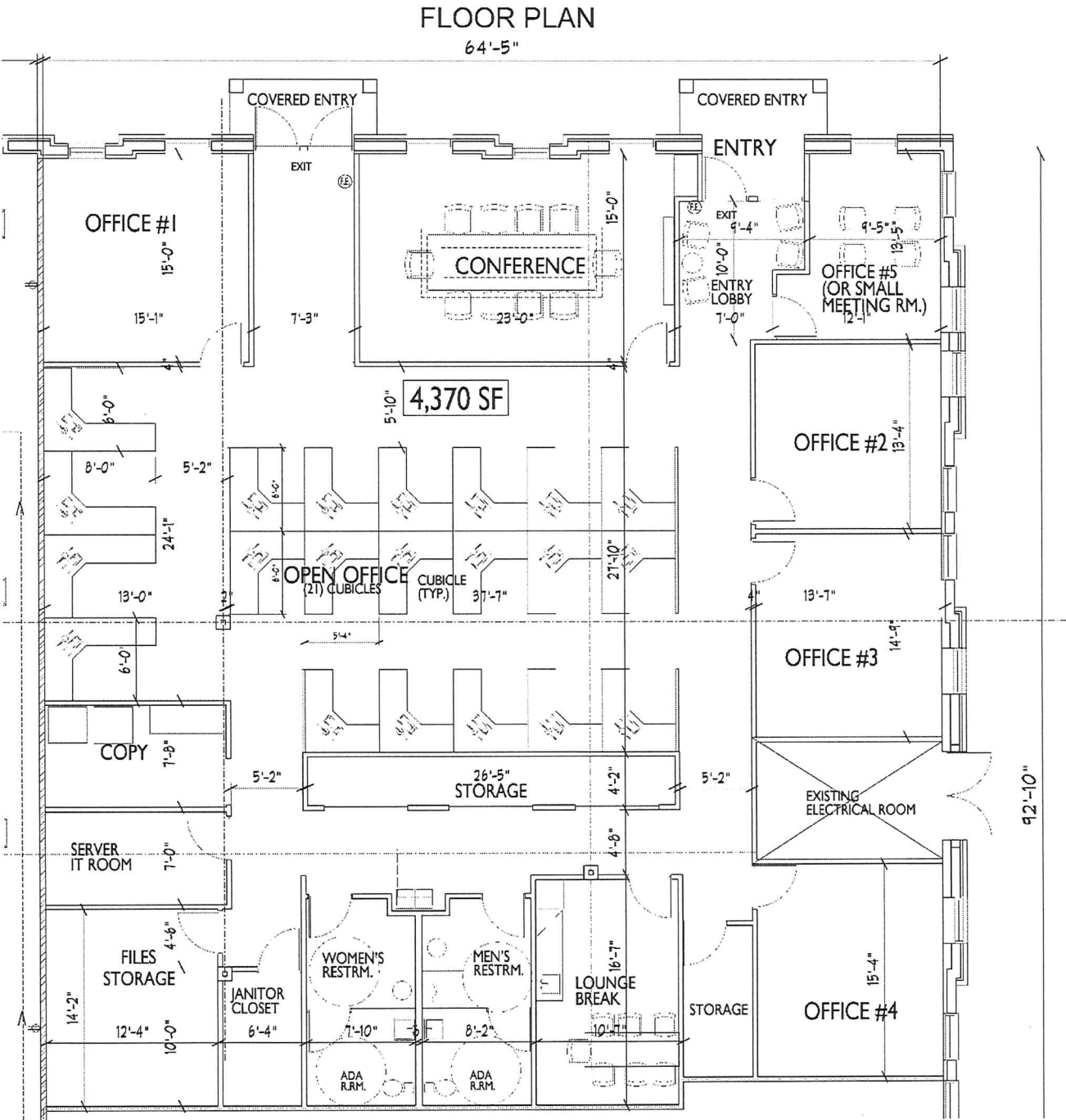


EXHIBIT "B"
Exterior Signage Criteria
Root Executive Park
Ormond Beach, FL

THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH CERTAIN PARAMETERS FOR TENANT SIGN LOCATION, CONSTRUCTION, AND INSTALLATION.

- I. Number of Signs: 3
 - a. Exterior Wall Sign (1)
 - b. Monument Sign at Clyde Morris Boulevard Entrance (two sided - externally illuminated), brick and stucco construction.
 - c. Directory Signs (2) aluminum construction.
- II. Location:
 - a. EXTERIOR WALL SIGN: Pan channel letters above office entrance, surface mounted to canopy fascia with 6" raceway painted to match building E.I.F.S.
 - b. MONUMENT SIGN: Located at the main entrance into the park from Clyde Morris Boulevard.
 - c. DIRECTORY SIGNS (2): One to be located just inside the main entrance of the park and the other inside the entrance from Hand Avenue.
- III. Sign Area Limitations:
 - a. EXTERIOR WALL SIGN:
 - 1. Height: 15" (max. height of letters unless otherwise approved by Landlord).
 - 2. Length: 14'-0", or longer as approved by the Landlord.
 - 3. Centerline: Centered between gable vent and cast stone relief (above entrance).
 - b. MONUMENT SIGN
 - 1. Individual sign panels are 10" high and 4'10" long.
 - c. DIRECTORY SIGNS
 - 1. Individual sign panels are 6" high and 4'0" long.
- IV. Construction:
 - a. EXTERIOR WALL SIGN:
 - 1. Individual channel letters mounted on raceway per Project Construction Standards.
 - 2. Internally illuminated; color of neon to match plastic face; color(s) to be approved by Landlord.
 - 3. All signage to be U.L. labeled.
 - 4. Tenant must submit name of sign company and sign fabrication drawings to Landlord for approval prior to sign fabrication.
 - 5. Sign furnished, installed and connected by Tenant at Tenant's expense.
 - b. MONUMENT and DIRECTORY SIGNS:
 - 1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant expense.
 - 2. 3M vinyl affixed to aluminum face mounted flush to brick structure.
 - c. DIRECTORY SIGNS
 - 1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant expense.
 - 2. 3M vinyl affixed to aluminum face mounted flush to brick structure.
- V. Style: Font and typeface to be approved by Landlord.
- VI. Electrical:
 - a. EXTERIOR WALL SIGN
 - 1. Power supply to junction box provided by Landlord.
- VII. Mounting:
 - a. EXTERIOR WALL SIGN:
 - 1. To be securely surface mounted to gable fascia.
 - 2. All penetrations through gable fascia to be sealed completely with sealant.
- VIII. SIGN DEPOSITS:
 - a. EXTERIOR WALL SIGN:
 - 1. Tenant shall submit sign fabrication drawings for written approval by Landlord.
 - 2. To be designed, fabricated, and installed by Tenant at Tenant's expense.
 - b. MONUMENT and DIRECTORY SIGNS:
 - 1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant's expense.
 - 2. Cost to Tenant: Actual cost.

EXHIBIT “C”
WORK LETTER
Intentionally Left Blank

EXHIBIT "D"
RULES AND REGULATIONS

The following rules and regulations as well as the rules and regulations that may be adopted in the future by Landlord for the safety, care, and cleanliness of the Premises, and the preservation of the Premises, are hereby expressly made a part of the attached lease, and Lessee agrees to obey all the rules and regulations herein contained or to be added to these rules and regulations.

1. **Obstruction of Passageways:** The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and public parts of the building shall not be obstructed or encumbered by Lessee or used by Lessee for any purposes other than ingress and egress. No Lessee and no employees or invitee of any Lessee shall go upon the roof of the building.
2. **Projections From Building:** No awnings, air-conditioning units, or other fixtures shall be attached to the outside walls or the windowsills of the building, or otherwise affixed so as to project from the building, without the prior written consent of Landlord.
3. **Signs:** No sign or lettering shall be affixed by Tenant to any part of the outside of the Premises, or any part of the inside of the Premises so as to be clearly visible from the outside of the Premises, without the prior written consent of Landlord. However, Tenant shall have the right to place its name on any door leading into their Premises; the size, color, and style of such name to be subject to the Landlord's approval, which approval shall not be unreasonably withheld. Landlord shall place Tenant's name on the directory in the lobby of the building. Tenant shall not have the right to have additional names placed on the directory without Landlord's prior written consent; however, such consent shall not be unreasonably withheld. Landlord hereby grants to Tenant the right to install, operate, maintain, replace and repair identification signage in its standard design and colors on the building monument sign located at the entrance from Clyde Morris Blvd. Monument Sign, Directory Signs, and Exterior Wall Sign, as described in Exhibit B, located at Tenant's suite shall be at Tenant's expense. All other graphics and installation costs shall be payable by the Tenant.
4. **Windows:** Windows in the Premises shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles shall be placed on the windowsills, in the halls, or in any other part of the building other than the leased Premises.
5. **Interference With Occupants of Building:** Tenant shall not make, or permit to be made, any unseemly or disturbing noises and shall not interfere with other tenants or those having business with them.
6. **Movement of Furniture, Freight, or Bulk Matter:** The carrying in or out of freight, furniture, or bulky matter of any description must take place during such hours as Tenant may from time to time reasonably determine and must be accomplished without damaging floors, walls, doors, etc. Damage expense incurred must be reimbursed by Tenant to Landlord within a reasonable time.
7. **Safes and Other Heavy Equipment:** Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to properly distribute the weight and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent unreasonable vibration, noise and annoyance.
8. **Non-observance or Violation of Rules By Other Tenants:** Landlord shall not be responsible to Tenant for the non-observance or violation of any of these rules and regulations by any other tenants.
9. **Operation of Machinery:** Tenant shall not put up or operate any engine, boiler, machinery, or stove on the Premises or carry on any mechanical business on the Premises, or use oil, gas, or any burning fluid for heating, warming or lighting, or anything except incandescent or fluorescent electric lights, without the written consent of Landlord first being obtained and endorsed on this Lease. No articles deemed extra hazardous on account of fire, and no explosives, shall be brought into the Premises.
10. **Electrical Connections:** If Tenant desires telegraphic or telephone connections, Landlord will direct the electricians as to where and how the wires are to be introduced and without such written direction endorsed on this lease, no boring or cutting for wires will be permitted.
11. **Parking:** Tenant shall have access to shared parking within Root Executive Park.
12. **Landlord Employees:** Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord. No employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from the Landlord.
13. **Access/Security:** Tenant will have access to the building and its space 24 hours a day, seven (7) days a week, 365 days a year. Tenant at Tenant's sole cost shall have the right to install and maintain its own security system and access control system by badge or biometric means.
14. **Building:** The word "building" as used in these rules and regulations means the building of which the Premises are a part.
15. **Designated Smoking Area:** Landlord may designate an outdoor smoking area, and this area is the only place smoking is permitted.
16. **Additional Rules:** Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the building and for the preservation of good order in the building.

EXHIBIT "E"

LETTER OF AGREEMENT

THIS AGREEMENT made this 18 day of November 2024 by and between Root Executive Park, Ltd., with offices at 275 Clyde Morris Boulevard, Suite 200, Ormond Beach, Florida (Landlord), and City of Ormond Beach, (Tenant).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease dated as of 11/18/2024 (Lease) which sets forth the terms of occupancy by (Tenant) for Premises located at 265 Clyde Morris Boulevard, Ormond Beach, Florida.

WHEREAS, it has been determined in accordance with the provisions of Section 1, that 11/18/2024, is the Commencement Date of the initial term of this Lease.

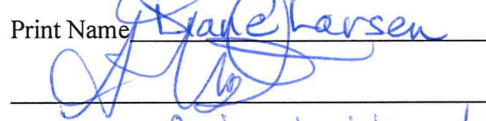
NOW, THEREFORE, pursuant to Article 30 of the Lease, in order to provide a record of certain events since the execution of said Lease, it is agreed and confirmed:

1. The Lease is in full force and effect.
2. The Rentable Area of the Premises is 4,370 square feet.
2. The Commencement Date of the Term of the Lease is 11/18/2024, and the Expiration Date of the initial Term of the Lease is 11/30/2025.
3. Tenant has complied fully and completely with all requirements, conditions, representations, warranties, covenants, agreements and obligations under the Lease to the date hereof.
4. Landlord has complied fully and completely with all requirements, conditions, representations, warranties, covenants, agreements and obligations under the Lease to the date hereof including without limitation, construction of all work required of Landlord including, but not limited to, work set forth in Exhibit C, Work Letter, of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESSES:



Print Name Diane Larsen


Print Name Amber Luchhaupt

LANDLORD:

ROOT EXECUTIVE PARK, LTD., a Florida limited partnership

By: Root Real Estate Corp., its general partner

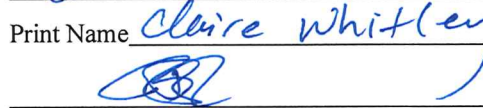


Robert Campbell, Vice President

Date: 11/19/2024

WITNESSES:



Print Name Claire Whitley


Print Name Brian Radenacher

TENANT:

City of Ormond Beach

By: 

Print Name Joyce Shanahan

Date: 11/18/2024

EXHIBIT "F"

EXAMPLE ESTOPPEL CERTIFICATE FORM

Date: _____

TO: _____

RE: TENANT
 Root Executive Park
 Ormond Beach, FL

To Whom It May Concern:

As of the date hereof, the undersigned, TENANT, a Florida corporation, as Tenant under that Lease dated _____ (the "Lease") made with Root Executive Park, Ltd., a Florida limited partnership, as Landlord, does to the best of its knowledge and belief, hereby represent the following:

1. That the Premises have been completed in accordance with the terms in the Lease; that it has accepted possession of said Premises; and that it does occupy said Premises.
2. The date of commencement of the term of the Lease is _____.
3. The lease term expiration date is _____, unless sooner terminated as provided in the Lease, subject to the exercise of any options granted Tenant pursuant to the Lease.
4. That the current Guaranteed Minimum Rent is made payable in equal monthly installments in advance on the first day of each calendar month in the amount of \$____.
5. All rentals due under the Lease are currently paid to Landlord.
6. Except for the current month, no rent has been prepaid.
7. Landlord is holding a security deposit of \$_____.
8. There are no credits, defenses, or offsets to the enforcement of the Lease by the Landlord.
9. There are no defaults or breaches known to the undersigned on the part of the Landlord under the Lease.
10. The lease is now in full force and effect and has not been amended, modified, or assigned.
11. There has not been any assignment, hypothecation, or pledge of the Lease or rents accruing under the Lease by the Tenant.
12. Tenant has not and will not engage in any activity that would involve the use of the demised Premises for the storage, use or disposal of any hazardous substances or any substance which could pose a hazard to the health or safety of persons at the demised Premises or in and around the demised Premises.
13. This Certificate is delivered with the knowledge that _____ Bank will rely on it in advancing funds under your mortgage loan to Landlord.

This ____ of _____, 20____.

TENANT:

By: _____

Its: _____

EXHIBIT "G"

EXAMPLE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT FORM

SUBORDINATION,
NON-DISTURBANCE AND
ATTORNMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, among _____ Bank, (hereinafter referred to as "Lender"), _____ (hereinafter referred to as "Tenant"), and Root Executive Park, Ltd., a Florida limited partnership (hereinafter referred to as "Landlord").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease (hereinafter referred to as the "Lease") dated _____ relating to Premises (hereinafter referred to as the "Premises") located at _____ and further described in legal description as Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Lender has made a loan to Landlord in the principal amount of _____ and no dollars (\$ _____) secured by a mortgage and security deed (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering the Premises; and

WHEREAS, Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby is and shall continue to be subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

2. Lender does hereby agree with Tenant that, so long as Tenant complies with and performs its obligations under the Lease: (i) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease; (ii) in the event of any foreclosure sale pursuant to the Mortgage, conveyance in lieu of foreclosure or otherwise, said sale or conveyance shall be made subject to the Lease and this Agreement; and (iii) in the event Lender or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease and Lender or any such other new owner shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof.

3. Tenant does hereby agree with Lender that, in the event Lender, or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant agrees, from and after such event, to attorn to and recognize Lender or any other person or entity as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to attorn to: (i) Lender when in possession of the Premises; (ii) a receiver appointed in an action to foreclose the Mortgage; or (iii) any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure. This provision shall operate automatically without further acknowledgment or instrument of attornment.

4. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner herein below provided, a copy of all notices required to be given to the Landlord by Tenant, including, without limitation, notices pursuant to which Tenant proposes to abate or reduce the rental payable under the Lease or to terminate or cancel the Lease, under and pursuant to the terms and provisions of the Lease and that no such notice to Landlord shall be effective unless a copy of such notice is also mailed to Lender. At any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the Landlord.

5. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment.

6. Any provision of this Agreement to the contrary notwithstanding, the Lender shall have no obligation, or incur any liability, with respect to the erection and completion of the building in which the Premises demised by the Lease are or are to be located or for the completion of such Premises or any improvements for Tenant's use and occupancy.

7. Whenever notice is required or permitted under this Agreement, it shall be in writing and shall be deemed to be properly given upon receipt or refusal if sent by U. S. Postal Service, postage prepaid, by certified or registered

mail, return receipt requested, or if personally delivered by hand or sent by nationally recognized overnight courier service. For purposes of this Agreement, delivery of a notice to an address from which the recipient has moved but failed to notify the other parties of modification of such address as hereinafter provided shall be deemed to constitute refusal of such notice by the intended recipient. All notices required or permitted under this Agreement shall be delivered to the party entitled thereto at the following addresses:

The foregoing addresses may be modified by delivery of written notice of such modification to the parties entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

9. Any provision of this Agreement to the contrary notwithstanding:

- (a) except as provided in subparagraph (b) below, neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be liable to Tenant for any act or omission of any prior landlord (including the Landlord);
- (b) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) of which Lender had not been notified pursuant to Paragraph 4 hereof;
- (c) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be bound by any rent or additional rent which the Tenant might have paid to any prior landlord (including the Landlord) more than thirty (30) days prior to the due date of such payment; and
- (d) Lender shall not be bound by any amendment or modification of the Lease (except those amendments or modifications entered into prior to the date of this Agreement) made without its consent, which modifies any economic term of the Lease or affects in any way the length of the term of the Lease.

10. Any provision of the Mortgage to the contrary notwithstanding, with regard to the property damage insurance required pursuant to the terms and provisions of the Lease, or with regard to condemnation proceeds paid with respect to the Premises, Landlord and Lender agree that all insurance proceeds or condemnation proceeds paid or payable with respect to the Premises and received by Lender shall be applied to and paid for reconstruction or repair of improvements, if either Landlord or Tenant elects or is obligated to restore or repair such improvements, as set forth in and subject to the terms and conditions of the Lease.

11. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.

12. Neither the Mortgage nor any other security instrument executed in conjunction therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs, or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Premises regardless of the manner or mode of attachment thereof.

13. Nothing contained in this Agreement shall be deemed to modify or amend the terms and provisions of the Lease.

14. Counterparts as an Original. This Agreement may be executed in more than one counterpart, each executed counterpart shall be considered as an original.

SIGNATURES ON NEXT PAGE

WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Witness:

Witness:

State of _____

County of _____

Lender

By:

_____ The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____ Bank who is personally known to me.

SEAL

Notary Public

My commission expires: _____

Witness:

Witness:

Landlord

By:

State of Florida
County of Volusia

_____ The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____, _____ who is personally known to me.

SEAL

Notary Public

My commission expires: _____

Witness:

Witness:

Tenant

By:

State of Florida
County of Volusia

_____ The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____, _____ who is personally known to me or who has produced a driver's license as identification.

EXHIBIT “H”
Personal Guaranty

INTENTIONALLY DELETED

ADDENDUM NUMBER ONE OF LEASE AGREEMENT

ADDITIONAL PROVISIONS

These provisions are attached to and made a part of that certain Lease Agreement dated as of 11/18, 2024, executed by and between Root Executive Park, Ltd., (Landlord"), and Insiderguide, LLC ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease.

Relocation Clause.

Landlord shall not have the right to relocate Tenant.

Hazardous Wastes.

Tenant shall not cause or permit the use, generation, storage or disposal in or about the demised Premises of any substance, materials or wastes subject to regulation under any federal, state or local law from time to time in effect concerning hazardous, toxic or radioactive materials (hereinafter "Hazardous Materials") unless Tenant shall have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the demised Premises, Tenant shall obtain all necessary permits and comply with all statutes, regulations and rules applicable to such activity. Upon termination of this Lease, Tenant shall remove all Hazardous Materials, along with all storage and disposal facilities, from the demised Premises, such removal to be in accordance with procedures approved by the proper governmental authority. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including court costs and attorneys' fees) arising from Tenant's use, generation, storage, or disposal of Hazardous Materials in or about the demised Premises. This section shall survive the expiration or earlier termination of this Lease.

Asbestos / Hazmat.

Landlord represents that to the best of their knowledge, the site, the Building, and Premises will be free from asbestos and other hazardous substances and that, to the best of Landlord's knowledge, there has never been environmental pollution to the property on which the Building, of which the Premises are a part, has been constructed, and will be responsible for compliance with all applicable codes, at Landlord's expense.

Compliance with Public Accommodation Laws.

Tenant accepts Premises "As Is". Tenant shall not be responsible for the Common Area compliance with the ADA unless such requirements are triggered by Tenant's alterations to the Common Area. After Lease Commencement, Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Premises (other than those structural portions, the maintenance of which is Landlord's responsibility) as required by the ADA. Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Premises to conform with the ADA including the cost of making any alterations, renovations, or accommodations required by the ADA. or any government enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from Premises violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorneys' fees.

The Landlord shall be responsible for all aspects of the building and adjoining property to comply with the provisions of the American's With Disabilities Act, as same may be amended from time to time, with the exception of the interior space (including Tenant's private exterior entrance) for which Tenant assumes the responsibility for such compliance. Each party agrees to indemnify and hold the other harmless from and against any loss, costs, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in connection with the failure of such party to fulfill such obligation.

ADDENDUM NUMBER TWO OF LEASE AGREEMENT

OPTION TO EXTEND

Provided Tenant is not in default under the terms of this Lease, Landlord grants Tenant one (1) year option to extend the Lease for a period of one (1) year after the expiration of its original term, on the same terms of this Lease, except however, the Base Rent shall be adjusted at the beginning of the option year pursuant to market rent as mutually agreed by Landlord and Tenant.

Tenant shall give Landlord written notice of its intention to extend at least three (3) months prior to expiration of the initial term of this Lease

In the event that Tenant shall fail to give Landlord written notice of its election to exercise its option hereunder at least three (3) months prior to the expiration of this Lease, such option shall thereafter be and become null and void and of no further force and effect.

HAZEN CONSTRUCTION, LLC

November 15, 2024

RE: Rio Avenue Storm Pipe - Ormond Beach, Florida

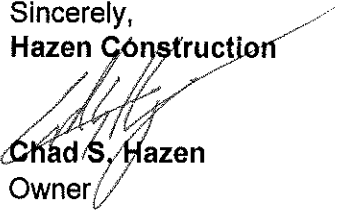
Hazen Construction is pleased to submit this proposal for the above mentioned project. Our proposal is based on the email request dated November 13, 2024 from Alex Schumann at City of Ormond Beach.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
STORM DRAINAGE SYSTEM				
Mobilization	ls	1	8,312.00	\$ 8,312.00
Maintenance of Traffic	ls	1	7,320.00	\$ 7,320.00
Silt fence	lf	250	4.00	\$ 1,000.00
Demo existing pipe	lf	260	49.00	\$ 12,740.00
Connect to existing inlet	ea	2	5,177.00	\$ 10,354.00
30" ADS N-12 HP HDPP	lf	260	173.00	\$ 44,980.00
Concrete aprons at existing inlets	ea	2	1,733.00	\$ 3,466.00
6" 3500 PSI open cut driveway	sf	1,370	14.00	\$ 19,180.00
Sod restoration	sy	338	5.00	\$ 1,690.00
Irrigation removal and replacement	ls	1	3,500.00	\$ 3,500.00
Miscellaneous materials	ls	1	2,000.00	\$ 2,000.00
Total				\$ 114,542.00

Exclusions / Qualifications:

1. This proposal may be withdrawn by us if not accepted within thirty (30) days
2. Our price is based on quantities and units as stated above
3. Rock excavation is not included
4. Select backfill / removal and/or disposal of any unsuitable material is not included
5. Permits or inspection fees are not included
6. Bonds are not included
7. Layout for our work is included
8. Density testing for our work is not included
9. Dewatering for our work is included
10. Video of storm lines is included
11. Any electrical work is not included.
12. Demolition or any removals pricing does not include any hazardous material abatement or disposal.

Sincerely,
Hazen Construction


Chad S. Hazen
Owner

**1599 Tionia Road
New Smyrna Beach, Florida 32168**

**Phone: 386 322-8700
Fax: 386 756-0000**

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

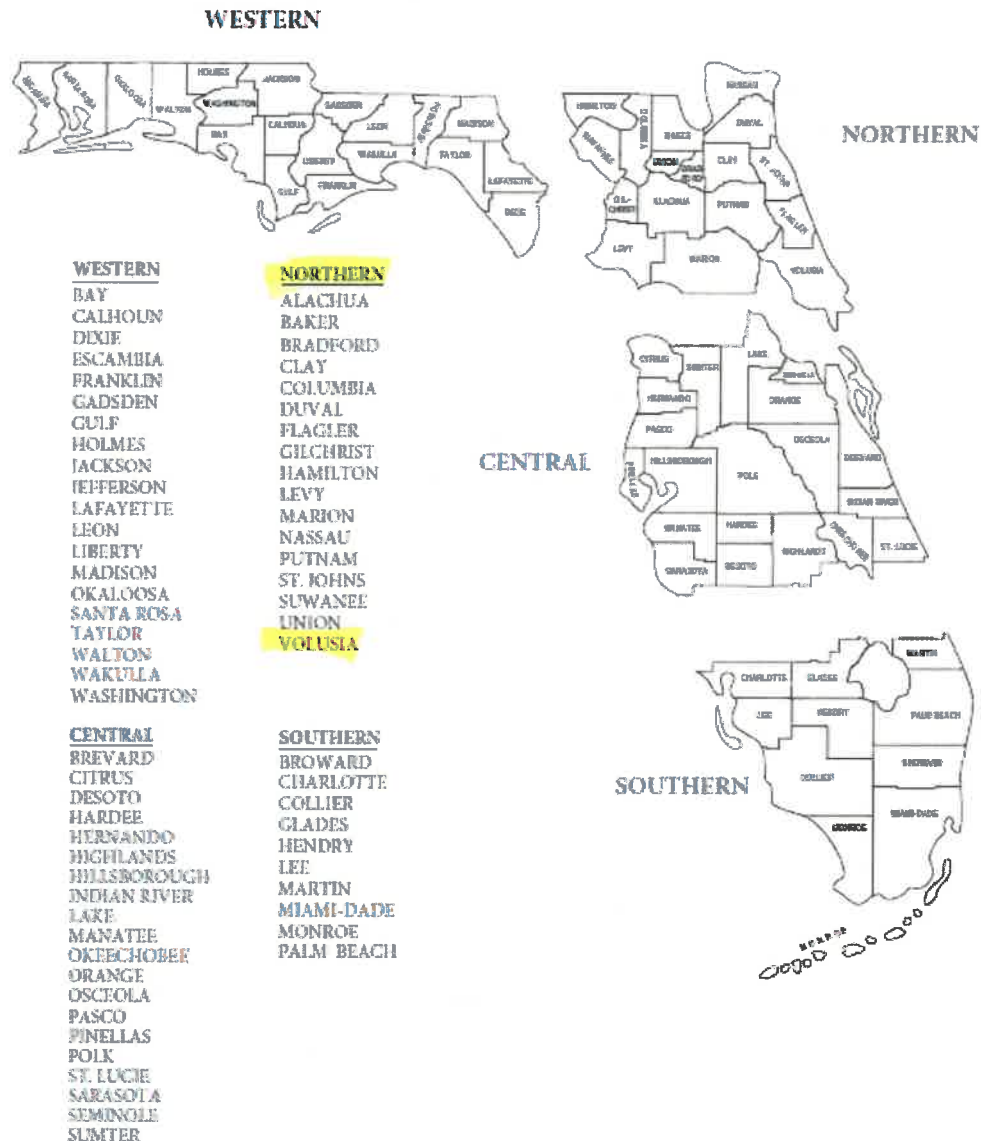
14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



11/10/2015

Bill To
Requisition 02500119-00 FY 2025
Acct No:
 40853301-506400
Review:
Buyer:
Status: Released
Page 1
Vendor
 BOZARD FORD COMPANY
 540 OUTLET MALL BLVD

Ship To
Fleet
 500 North Orchard Street
 Ormond Beach, FL 32174

SAINT AUGUSTINE, FL 32084

Tel#312-213-3336

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	002834				TRANSPORTATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

2024 F-150 Truck to replace vehicle #149, which was crushed by a tree during Hurricane Milton

Purchased thru the Florida Sheriff's contract FSA23-VEL31.0

001	2024 F-150 XL Super Cab	1.00	37661.00000	37661.00
		EACH		

1	40853301-506400			
	E 408VEH -VEHICLE -ACCIDENT -		37661.00	

Requisition Link

Requisition Total	37661.00
--------------------------	-----------------

******* Project Ledger Summary Section *******

Account	Amount	Remaining Budget
E 408VEH -VEHICLE -ACCIDENT -	37661.00	850339.00

******* General Ledger Summary Section *******

Account	Amount	Remaining Budget
40853301-506400	37661.00	339.00
Water Plant		
Machinery & Equipment		

******* Approval/Conversion Info *******

Activity	Date	Clerk	Comment
Queued	10/18/24	Shawn Finley	
Queued	10/18/24	Robert Preis	
Pending		Christopher Byle	
Pending		Kelly McGuire	
Pending		Rob Hart	

BOZARD
GOVERNMENT FLEET

October 17, 2025

Christine Jarrell
City of Ormond Beach
Fleet Operations

Hi Chris

Bozard Ford is pleased to submit the following quote Based on Contract FSA23-VEL31.0

ITEM#119	FORD F150 XL REG CAB F1K 4X2	\$35,581.00
YZ/AS	OXFORD WHITE EXTERIOR/ GREY VINYL INTERIOR	STD
995/44G	5.0L V8 ENGINE/ 10 SPD AUTO TRANS	STD
XL6	3.73 E LOCKING REAR AXLE	NC
153	FRONT LICENSE PLATE BRACKET	NC
18B	BLACK PLATFORM RUNNING BOARDS	\$249.00
85H	BACK UP ALARM	\$219.00
96W	SPRAY IN BEDLINER	\$594.00
OSF	OUT OF STOCK FEE. TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	\$999.00
TEMP TAG	30 DAY TEMPORARY TAG	\$19.00
Total		\$37,661.00

Sincerely,

Jeff Young

Government Fleet Account Manager

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks - 4x2

Item: 119, Ford, F-150 XL Regular Cab, F1K

Zone	Rank	Vender	Price
Western	Primary	Duval Ford LLC	\$35,261.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$35,700.00
	Alternate	BOZARD FORD	\$35,742.00
Northern	Primary	Duval Ford LLC	\$35,041.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$35,340.00
	Alternate	BOZARD FORD	\$35,581.00
Central	Primary	Duval Ford LLC	\$35,141.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$35,288.00
	Alternate	BOZARD FORD	\$35,668.00
Southern	Primary	Duval Ford LLC	\$35,241.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$35,391.00
	Alternate	BOZARD FORD	\$35,777.00







City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Riverside Drive Closures Fiscal Year 2024-2025 Revised		
Summary:	This item requests approval to close Riverside Drive on February 22, 2025, from 8:00 am to 10:00 p.m. for the Future City Music Festival. The City Commission authorizes scheduled closures of Riverside Drive each fiscal year to provide for enhanced pedestrian safety during various community events at the Casements and surrounding area. In September 2024, the Commission approved the FY 2024-25 closure dates, however the Future City Music Festival was recently added.		
Financial Impact:	None		
Citizen Impact:	The residents will continue to enjoy special events safely.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to close Riverside Drive from Granada Boulevard to Casements Drive on February 22, 2025 from 8:00 am to 10:00 p.m.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Revised Riverside Drive Closures FY 2024-25		
Approval:	Kelly McGuire, Finance Director	12/18/2024	
	Claire Whitley/Shawn Finley, Assistant City Manager	1/9/2025	
	Joyce Shanahan, City Manager	1/14/2025	

Riverside Drive Closures FY 2024-2025 (Revised 1/2/2025)

2024		
Ormond Beach's National Night Out	Oct 1	8:00 a.m. - 11:00 p.m.
Movies on the Halifax – Realty Pros Truck or Treat	Oct 4	3:00 p.m. - 12:00 a.m.
MS Society Bike Event	Oct 5 & 6	12:00 a.m. - 8:00 p.m.
Halloween	Oct 31	5:00 p.m. - 11:00 p.m.
Riverfest – Ormond Mainstreet	Nov 15-17	8:00 a.m.- 11:00 p.m.
Gaslight Parade	Nov 29	5:00 p.m. - 8:00 p.m.
Christmas Gala – The Casements Guild	Dec 6-8	11:00 a.m. - 5:00 p.m.
Holiday's at The Casements	Dec 19	4:00 p.m. - 10:00 p.m.
2025		
Future City Music Festival	February 22	8:00 a.m. – 10:00 p.m.
Taste of Ormond – Ormond MainStreet	March 2	8:00 a.m. - 10:00 p.m.
Tomoka Marathon	March 22	4:00 a.m. - 4:00 p.m.
Celtic Festival - Ormond MainStreet	April 11-13	8:00 a.m. - 11:00 p.m.
Art in the Park	May 2-4	9:00 a.m. - 9:00 p.m.
Craft Beer Festival - Ormond Rotary	May 17	7:00 a.m. - 10:00 p.m.
Memorial Day Rehearsal	May 24	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 26	6:00 a.m. - 2:00 p.m.
Independence Day Celebration	July 4	8:00 a.m. - 12:00 a.m. (midnight)
Ormond LIVE!	Sept 27 & 28	6:00 a.m. - 5:00 p.m.

The City Commission is not required to approve the closing of other streets; however, Beach Street will be closed as follows:

Independence Day Between Granada Blvd & Tomoka Ave
July 4, 2025, Noon-10:00 p.m.

Between Granada Blvd & New Britain Ave
July 4, 2025, Noon-10:00 p.m.

Home for the Holidays Parade Between Granada Blvd & Tomoka Ave
Saturday, December 14, 2024 from Noon-10:00 p.m.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Emergency Stationary Bypass Pump Installation		
Summary:	The purpose of this item is to notify the City Commission of staff's intent to bid the installation of 4 emergency stationary bypass pumps by a qualified contractor. The following lift stations are included in this project: • Lift Station 409 (WM) - Walmart, Bermuda Estates, provides re-pumping of wastewater from systems west of I-95 • Lift Station 102 (1P) - Ocean Village Villas, Gardens of New Britain • Lift Station 202 (2M) - Ridgewood to South Beach Street, between Granada and Hand Avenue • Lift Station 502 (SR) - Saddler's Run Subdivision, provides re-pumping of Tymber Creek systems The installation of these pumps will be used to prevent flooding in surrounding areas during extreme storm events. The pumps have already been purchased by the City.		
Financial Impact:	The engineering cost estimate is \$102,500. The City has received a grant funded through the Federally Funded Hazard Mitigation Grant Program administered by the State of Florida, Division of Emergency Management. This grant will fund \$68,608 of the installation cost. The remainder of the installation cost (\$33,892) will be funded from the 409 - Water and Wastewater System Improvement Fund and will require a budget amendment.		
Citizen Impact:	Surrounding residents will benefit from this project as it will greatly reduce the likelihood of flooding in the area. Residents will experience		

	temporary inconvenience during construction, as portions of the lift stations will be excavated for installation of the suction/discharge pipe.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to bid the emergency stationary bypass pumps project, unless otherwise directed.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. Emergency Stationary Bypass Pump Installation-Bid Manual 2. Emergency Stationary Bypass Pump Installation-Plans	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/10/2025 1/10/2025 1/13/2025

Emergency Stationary Bypass Pump Installation

Bid No. 2025-26



City of Ormond Beach

Project Manual

PREPARED BY:
ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

Emergency Stationary Bypass Pump Installation
Ormond Beach, Florida

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Emergency Stationary Bypass Pump Installation
Ormond Beach, Florida

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(Not Applicable)

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Emergency Stationary Bypass Pump Installation, Bid No. 2025-26** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 28th, 2025 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Construction services to provide all labor, equipment, and materials necessary to install (4) emergency stationary bypass pumps at specified lift stations. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **February 14th, 2025** at 2:00pm in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 21st, 2025** at 5:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

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

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor's social, political, or ideological interests in making a responsibility determination. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **Emergency Stationary Bypass Pump Installation**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-26

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Total Estimated Price
1	Install Emergency Stationary Bypass Pump – 1P	1	LS	
2	Install Emergency Stationary Bypass Pump – 2M	1	LS	
3	Install Emergency Stationary Bypass Pump – SR	1	LS	
4	Install Emergency Stationary Bypass Pump – WM	1	LS	
5	Unforeseen Accommodations	1	LS	\$20,000

TOTAL BID \$ _____
(Figures)

(Words)

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER 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

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name: _____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

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

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-One years old. I am the _____ of _____, a
 (Title) **(Business Name)**
non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: _____, 20__ Signature: _____

Print Name: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

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

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

END OF BID

00300-17

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Emergency Stationary Bypass Pump Installation (Bid No. 2025- 26)** in, and for the City and

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

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

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

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2025.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction services to provide all labor, equipment, and materials necessary to install (4) emergency stationary bypass pumps at specified lift stations.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Emergency Stationary Bypass Pump Installation
2025-26

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 150 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion,

if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of \$ _____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

Emergency Stationary Bypass Pump Installation

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 4 sheets numbered 1 through 4 inclusive and bearing the following general title:

Emergency Stationary Bypass Pump Installation

7.9 Addenda numbers ___ to ___ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ___ , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 2025____, for the construction of:

Emergency Stationary Bypass Pump Installation
Bid No. 2025-26

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 2025____, for the construction of:

Emergency Stationary Bypass Pump Installation
Bid No. 2025-26

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2025.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

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

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

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

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

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

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$ _____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **Emergency Stationary Bypass Pump Installation
2025-26**

Construction services to provide all labor, equipment, and materials necessary to install (4) emergency stationary bypass pumps at specified lift stations.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Install Emergency Stationary Bypass Pump – 1P

Payment: Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 2 Install Emergency Stationary Bypass Pump – 2M

Payment: Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 3 Install Emergency Stationary Bypass Pump – SR

Payment: Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 4 Install Emergency Stationary Bypass Pump – WM

Payment: Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 5 Unforeseen Accommodations

An allowance is established to reimburse costs associated with fees, inspections, and other authorized expenses for the Emergency Stationary Bypass Pump Installation Project. **This will be paid at actual cost. Allowance will be used solely based upon prior, written approval by the City/Owner.**

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.

3. Name of subcontractor.
 4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 - 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:
 - 1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 - 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 1. High resolution and sharpness (minimum 800 DPI)
 2. Maximum depth-of-field
 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or Owner).
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents.
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 - 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing

- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
 - 1. Recording Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage

and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01657 START-UP

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work.

1.02 PRODUCTS (NOT USED)

PART 2 - EXECUTION

2.01 PRELIMINARY MATTERS

A. Start-up Certification: Prior to system start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or his representative.

B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.

C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the Contractor.

2.02 START-UP

A. Confirm that all equipment is properly energized and that all switches are set to their normal operating condition and that the flow path through the new work is unobstructed.

B. Slowly fill each hydrostatic structure in the process flow stream with clean water.

C. Initiate start-up in accordance with the operation and maintenance manual.

D. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

E. Coordinate with Owner before performing any adjustments desired or operational problems requiring debugging.

F. Make adjustments as necessary.

2.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications and manufacturer requirements perform the Start-Up Demonstration and Testing in the presence of the Engineer and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

B. The start-up testing shall be conducted for seven consecutive days. The Work must operate successfully during the seven day testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted due to other contracts, the problems will be corrected and the test will start over from day one.

C. During the start-up, operate the Work, instruct designated plant operating personnel in the function and operation of the Work, and cause various operational circumstances to occur. Demonstrate the essential features of the equipment and its relationship to other equipment. Prior to the substantial completion, the Contractor shall submit a detailed schedule of operational circumstances. Coordination of the various contract schedules will be accomplished through the Engineer.

D. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready for acceptance.

E. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one copy in each Operation and Maintenance Manual.

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT: _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

DATE: _____

STRUCTURE: _____

EQUIPMENT DESCRIPTION: _____

VENDOR: _____

REPRESENTATIVE: _____ INIT.: _____

of training days required: _____ #received: _____

STARTUP/TRAINING DESCRIPTION: _____

ACCEPTABLE: _____ PARTIALLY ACCEPTABLE: _____ NON-ACCEPTABLE: _____

ATTENDEES:	<u>NAME</u>	<u>AFFILIATION</u>	<u>DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

END OF SECTION

SECTION 01660 PRESSURE TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.

The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART 2 - MATERIALS AND EQUIPMENT (Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.

Field pressure and leakage tests shall be conducted on the following:

Force Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

Water Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 150 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.

The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a

manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely

removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

- A. General:
 - 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Rock:
 - 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

- C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost

to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02616
DUCTILE-IRON PIPE AND FITTINGS
FOR PRESSURE SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes furnishing and installing buried pressure piping systems.

1.02 QUALITY ASSURANCE

Pipe fittings and components shall be manufactured in the USA in accordance with the listed standards and requirements of this specification.

1.03 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.04 HANDLING AND STORAGE

All pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.

Materials, if stored, shall be kept safe from damage. Pipe to be used for potable water service shall be stored so as to prevent contamination by animals and their wastes. The interior of all pipe and fittings shall be kept free from dirt or foreign matter at all times.

Pipe shall not be stacked higher than the limits shown in the tables in AWWA C600. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end, bell, plain end.

At least two rows of 4-inch x 4-inch timbers shall be placed between tiers and chocks affixed to each end in order to prevent movement.

Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 - DUCTILE-IRON PIPE

Pipe for Trench Installation. Pipe for pressure service to be installed in trenches shall be ductile-iron designed in accordance with ANSI/AWWA C150/A21.50. Pipe shall conform to the requirements of ANSI/AWWA C151/A21.51. Pipe shall have push-on joints conforming to the requirements of ANSI/AWWA C111/A21.15. Pipe Pressure Class and Trench Type shall conform with the following:

BURIED DUCTILE-IRON PIPING

<u>Pipe Size</u>	<u>Trench Type</u>	<u>Pressure Class</u>
3-12	2	350
14-20	2	250
24	2	200
30-64	2	150

If mechanical joint pipe is furnished, the minimum acceptable pipe class shall be Class 51.

Pipe for Installation on Supports. Pipe for pressure service to be installed on supports shall be flanged ductile-iron piping conforming to the requirements of ANSI/AWWA C115/A21.15 with a minimum thickness of Class 53. Flanges shall be ductile-iron.

2.02 FITTINGS

Fittings 3-inch through 24-inch diameter may be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53 or cast iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

Fittings 30-inch through 48-inch diameter shall be cast-iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

Fittings shall be provided with joints suitable for use with the pipe with which they are to be installed.

Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.

2.03 RESTRAINED JOINTS

Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping.

Restrained Joints. Restrained joints shall be of the essentially boltless type which rely on metal lugs, rotating retainer rings, or stainless steel gaskets for joint restraint. All welded retainer rings shall be factory installed. Generally joints shall be of the type which can be removed without damage to the joint if necessary to separate the joint after the initial installation. Stainless steel gasket type insert type shall be limited to locations not normally subjected to possible joint separation. A restrained joint shall be installed on each side of all buried valves. The length of restrained joints shall be as detailed on the Drawings. Ductile-iron retainer glands shall not be accepted.

Restrained joints connecting ductile-iron pipe to ductile-iron fittings shall be Megalug Joint Restraint as manufactured by EBBA Iron, Inc.

Concrete Thrust Blocks. Concrete thrust blocks shall be installed at all tees, bends, dead ends and fire hydrants. Concrete thrust blocks should not be used if the soil is saturated or not suitable to resist the piping reactions.

2.04 GASKETS

Gaskets for use with mechanical or push-on joints shall conform to the requirements of ANSI/AWWA C111/A21.11.

Gaskets for use with flanged joints shall be of rubber, either ring or full-face, 1/8 inch thick and shall conform to the dimensions shown in the Appendix to ANSI/AWWA C115/A21.15.

2.05 BOLTS AND NUTS

Bolts and nuts for use with flanged joints shall be hex-head conforming to the requirements of ANSI B18.2.1 and B18.2.2.

Bolts for use with mechanical joints shall be tee-head bolts with hexagonal nuts conforming to the requirements of ANSI/AWWA C111/A21.11.

2.06 COATINGS

Coatings. Pipe and fittings which are to be buried or installed in concealed locations shall have a bituminous coating approximately 1 mil thick applied to the outside. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

Pipe and fittings in interior or exposed locations which are to be painted shall be furnished with no exterior coating or with a primer coat which will be compatible with the finish coat to be applied.

Marking. All buried reuse piping shall be marked with three identifying purple stripes permanently attached to the outside of the pipe. Each stripe shall be the length of the pipe and a minimum of 2-inches wide. The stripes shall be located at 10 o'clock, 12 o'clock and 2 o'clock positions at the time of installation.

Marking tape shall be an adhesive backed (pressure sensitive) non-detectable underground marking tape suitable for direct placement on the pipe.

Tape shall be an approved APWA color code for pipeline identification. Marking tape to be Shieldbond Thor Enterprises, Inc., or approved equal.

2.07 LININGS

Cement Mortar Lining. Pipe and fittings which are to be used for potable water service or effluent reuse service shall have a cement mortar lining conforming to the requirements of ANSI/AWWA C104/A21.4.

Pipe and fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

Coal Tar Epoxy Lining. Pipe and fittings shall be lined with a coal tar epoxy, composed of a two component coal tar epoxy compound capable of at least 50 mils dry film build in a one-coat multipass application process. The material must also meet the following minimum performance requirements:

A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.

A dielectric strength of at least 300 volts per mil when fully cured.

An abrasion resistance of 25 liters per mil as measured in ASTM D-968.

Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

<u>Test</u>	<u>Duration</u>
Tap water 160 degrees F.	1000 Hrs.
3% Sulfuric Acid 120 degrees F.	1500 Hrs.
25% Sodium Hydroxide 70 degrees F.	500 Hrs.
Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.

The lining shall be applied under the supervision of the pipe manufacturer.

All surface areas which will be exposed to liquids and gases shall be cleaned and deleterious materials removed. After cleaning, the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain

a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coated to achieve a 45 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After clearing, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one coat of the lining material brushed on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

Polyethylene Lining. The lining shall be a blend of high-density and low-density polyethylene powders complying with ASTM D1248 compounded with carbon black to provide resistance to ultraviolet rays during storage above ground. The pipe shall be heated to an adequate temperature to provide uniform fusing of the polyethylene powders and proper bonding to the pipe. The polyethylene lining shall be 40 mils thick.

2.08 POLYETHYLENE ENCASEMENT

Where polyethylene encasement is required it shall be either tube or sheet material conforming to the requirements of ANSI/AWWA C105/A21.5.

2.09 PIPE COUPLINGS

Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

All carbon steel parts of coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc., or approved equal.

Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.

PART 3 - EXECUTION

3.01 INSPECTION

Inspect for defects, damage, dirt and debris in pipe. Clean if necessary. Discard and remove defective materials. Reject materials found unsatisfactory.

3.02 TRENCH CONSTRUCTION

Excavation. Excavate trenches as specified in Section 02200.

Alignment and Grade. Lay pipelines to lines and grades established by Drawings and Specifications, with fittings and valves at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Install Hydrants plumb.

Underground Conflicts. Prior to excavation, investigate to the extent necessary to determine the location of existing underground structures and conflicts. Exercise care to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of the work and interfere so that an alteration of the Drawings is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by federal, state, or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

Trench Preparation. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depressions may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves, and fittings for pipe sizes 24-inches or smaller, and 9-inches for pipe 30-inches and larger. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation.

This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Provide and use proper implements, tools, and facilities for the safe and convenient performance of the work. All pipe, fittings, valves, and hydrants shall be lowered carefully into the trench by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to pipeline material and protective coatings and linings. Under no circumstances shall pipeline materials be dropped off or dumped into the trench. Dewater trench prior to installation of the pipe.

Examine all pipe fittings, valves, and other appurtenances carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer who may prescribe corrective repairs or reject the materials.

Remove all lumps, blisters, and excess coating from the socket and plain ends of each pipe. Wipe the outside of the plain end and the inside of the bell clean, dry and free from dirt, sand, grit, or any foreign material before the pipe is laid.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the Manufacturer's instructions and the requirements of ANSI/AWWA C600.

Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that shown in ANSI/AWWA C600.

Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe or lining. Ductile cast iron may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw, or oxyacetylene torch. Cut ends and rough edges shall be ground smooth and for push-on joint connections, the cut end shall be beveled.

Thrust Restraint. Thrust restraint of buried piping shall be provided by restrained joints.

Restrained Joints. All plugs, caps, tees and bends shall be suitably restrained by restrained joints as specified.

Concrete Thrust Blocks. All plugs, caps, tees, bends, and fire hydrants shall be provided with concrete thrust blocks.

Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 3,000 psi after 28 days.

Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and this ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force and so that the pipe and fitting joints will be accessible for repair. Concrete thrust blocks shall not cover or encase bolts.

Thrust Restraint Design Pressure. Thrust restraint design pressure shall be equal to 1.5 times the design pressure of the line or 150 psi, whichever is greater.

3.04 POLYETHYLENE ENCASEMENT

Where shown on the Drawings or where directed when corrosive soil conditions are encountered install polyethylene encasement in accordance with requirements of ANSI/AWWA C105/A215.

3.05 TESTING

Test completed piping system in accordance with the requirements of Section 01660, Pressure Testing.

END OF SECTION

02616-8

**SECTION 02640
VALVES AND ACCESSORIES
(FOR PIPELINE WORK)**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section includes furnishing and installing valves of the different types and various accessories as shown on the Drawings and as specified.

1.02 SUBMITTALS

Submit certificate of compliance with specified standards.

Submit manufacturer's catalog data and detail construction sheets for record purposes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 JOINTS

Valves shall be fitted with joints suitable for the pipe and fittings with which they are to be used. Bolts and gaskets for making up joints shall conform to the requirements of the joint standard for the pipe and fittings.

2.02 GATE VALVES

Valves exposed above grade outside structures shall be handwheel operated and shall be of a design that will allow operation in any position with respect to the vertical.

Valves buried in earth shall be equipped with 2-inch square operating nuts, valve boxes and covers.

All valves shall open by turning in a counter-clockwise direction.

Pressure Rating. Unless otherwise shown or specified, valves shall be rated for operation at not less than the same pressures of the pipeline in which they are installed or 150 psi, whichever is greater. Valve pressure ratings are for cold-water, non-shock service.

The manufacturer's name and pressure rating shall be cast in raised letters on the valve body.

Two and One-Half Inch and Smaller. Gate valves 2-1/2 inch nominal pipe diameter and smaller shall be of brass and shall conform to Federal Specification WW-V-54, with screwed joints.

Valves for exterior and buried service shall be Type I, wedge disc, nonrising stem type.

Three-Inch to Forty Eight-Inch Diameter. Gate valves, 3-inch to 48-inch diameter, inclusive, shall be suitable for the service intended and shall be iron body resilient-seated gate valves with non-rising stems. Valves shall have O-ring seals and shall conform to ANSI/AWWA C509 or C515.

2.03 BUTTERFLY VALVES

Butterfly valves shall conform to the requirements specified in AWWA standard for rubber-seated butterfly valves (ANSI/AWWA C504) except as modified or supplemental herein.

Acceptable Manufacturers. DeZurik, Mueller, Clow, Keystone, or approved equivalent equal.

Valve design utilizing either continuous rubber lining on the internal body surfaces and extending over the flanges, or a disc which seats at an angle to the axis of the pipe will not be acceptable.

Valves for buried service shall have mechanical joint ends.

Valves for use in exposed locations shall be fitted with flanged ends suitable for use with the equipment and piping systems in which they are to be installed.

Valves shall be Class 150-A or 150-B, unless otherwise shown.

Valve body shall be cast iron conforming to ASTM A126, Class B, or ASTM A48, Class 40.

Valve disc shall be cast iron conforming to ASTM A48, Class 40, alloy cast iron conforming to ASTM A-436, Type I, ASTM A536, Grade 65-45-12 (Ductile-iron) or of stainless steel conforming to ASTM A276, Type 304 or 316.

Mating seat surface shall be of 18-8 stainless steel conforming to ASTM A276, Type 304 or 316, or of alloy cast iron conforming to ASTM A-436, Type I.

Taper pins, lock washers and nuts shall be Type 316 stainless steel.

Valve operators shall be of the type shown. Operator shall be positioned as shown or if not shown, located in a convenient position for operation. Valve operators for buried service shall be furnished with a 2-inch square operating nut. Manual operators shall turn in a counter-clockwise direction to open the valve. Manual operators shall be installed on valves 12-inches or less in size.

Motor Operators for Butterfly Valves 14-inches and larger. The valves shall be the lead screw type. Operators shall be completely enclosed in a cast iron housing and mounted to the valve body by means of bolts located inside the operator housing. The operator housing, exclusive of the change gear section shall be a NEMA 4 enclosure. The housing of the change gear section shall be a NEMA 4 enclosure. The housing and cover shall be of cast iron designed for a safety factor of at least 5 based on ultimate yield strength of cast iron. All mechanical parts shall be designed for a safety factor of at least 2 based on the yield strength used for fabrication of the parts. It shall be so constructed that manual operation of the valve is possible by lifting a hinged

cover on the gear train section and attaching a handwheel to the mechanism. Power to the motor circuit shall be automatically disconnected when the hinged cover is opened. A recessed mechanical indicator shall be provided on the outside of the housing to continually indicate valve position. Bearing shall be "DU" Teflon bronze and lead composite. Seal shall be BUNA N on input with BUNA N O-ring in an 18-8 stainless steel cartridge on the output. All operator bearings shall be self lubricating type or lubricated for life before the operator is sealed at the factory. The operator motor shall be of the reversible type. The motor shall have a 5 ampere rating. The motors and the operator circuit shall be the same whether for modulating with speeds close to zero rpm without overheating for unlimited time periods. Operators for automatically controlled valves shall be actuated by a control module which shall vary the operator speed in proportion to an error signal. The operator shall have a continuous modulating range from zero rpm to maximum speed. The control band shall have zero deadband. Motor shall operate through a suitable gear reduction unit to provide an operating time period of 30 seconds for 90 degrees of operating stroke. Motor circuit limit switches shall be provided in accordance with AWWA specifications C504. Closed position limit switches shall be adjustable over 5 degrees of valve with a vernier screw. Open limit switches shall be adjustable over 75 degrees of valve travel. Auxiliary switches for secondary functions shall be of the cam operated spring leaf type. Operator shall be designed to use limit switch to stop in the open position and torque switch to stop in the closed position. Operators shall have internal space heaters for moisture protection. All internal wiring shall be CSA approved for 105 degrees C operation. Insulation shall be suitable for 600 volts.

2.04 PLUG VALVES

Plug valves shall be of the eccentric type with resilient plugs faced with natural or synthetic rubber suitable for service in sewage and sludge piping. Valves shall be of type which provide tight shut-off for pressure from either direction.

Acceptable Manufacturers. DeZurik Corporation, Sartell, Minn.; Keystone/Drum-Owen Valve Co., Lehigh Valley, Pa.; Clow Corporation, Oak Brook, Illinois, or approved equivalent equal.

Port areas shall be unobstructed when open and have smoothly shaped waterways of not less than 80 percent of full pipe area, except valves 30-inches and larger shall have not less than 70 percent open area.

Port areas of valves used for sludge service shall be unobstructed when open and have smoothly shaped waterways of not less than 100 percent of full pipe area.

Bodies shall be of semisteel, suitable for 125-pound working water pressure and shall have raised seats.

Valves less than 3 inches shall have plastic-covered seats.

Valves shall have permanently lubricated upper and lower Type 304 stainless-steel bushings on plug journal ends.

Valves 8-inches and larger shall be gear-operated and valves smaller than 8-inches shall be wrench operated, except as otherwise shown or specified. Valves for buried service shall be equipped with 2-inch square operating nuts.

Where there is a lack of space for the valve wrench to operate, gear-operator hand wheels shall be provided in lieu of the wrench.

Valves 12-inches or smaller shall have manual operators. Valves 14-inches or larger shall have motor operators.

Gear operators shall be totally enclosed, worm-gear type, permanently lubricated, and shall be watertight and dust-tight.

Adjustable stops shall be provided on gear operators for the open and closed position to prevent over travel, and shall have a valve disk position indicator.

Motor operators for plug valves. The electric valve actuator shall be LIMITORQUE or approved equivalent and shall include the motor, operator unit gearing, limit switch gearing, limit switches, torque switches, declutch lever or knob and auxiliary handwheel as a self contained unit. Space heaters shall be included in the motor and limit switch compartments.

The valve actuator motor and all electrical enclosures shall be weatherproof NEMA 4 as a minimum. Motor shall be specifically designed for valve actuator service and shall be of a high torque totally enclosed non-ventilated construction with motor leads brought into the limit switch compartment without having external piping or conduit box. Motor insulation shall be NEMA Class B with maximum continuous temperature rise of 120 degrees C. The motor shall be of sufficient size to open or close the valve against the maximum expected differential pressure of 70 psi when the voltage to the motor terminals is ten percent above or below the nominal voltage. The motor duty rating shall be sufficient for one complete open to close to open cycle without exceeding its temperature rating. Motor operator used for modulating service shall not exceed its temperature rating even when operating on continuous modulation. The motor shall be prelubricated and all bearings shall be anti-friction type.

The actuator shall be a double reduction unit with a capability of quickly changing the output speed with a simple gear change. The power gearing shall consist of generated spur or helical gears of heat treated steel and worm gearing. The worm shall be of hardened alloy steel and the worm gear shall be of alloy bronze, accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or Roller bearings shall be used throughout.

Limit switches and associated gearing shall be an integral part of the valve actuator. Limit switch gearing shall be of the intermittent type, totally enclosed in its own gear case to prevent dirt and foreign matter from entering the gear train, grease lubricated and shall be made of bronze or stainless steel. Limit switches shall be of the adjustable type capable of being set to trip at any point of valve travel between full open and full closed, and not be subject to breakage or slippage due to over travel.

Limit switches shall be of the heavy duty open contact type with rotary wiping action. Micro-switches or similar switch configurations are not acceptable.

Each valve actuator shall have a minimum of two rotor type switch assemblies and a minimum of eight heavy duty contacts.

Each valve actuator shall be equipped with a double torque switch which is responsive to loads encountered in either the opening or closing direction. Each side of the switch shall have a numbered dial and shall be adjustable. A calibration tag shall be mounted near each switch, correlating dial settings with unit output torque.

The torque switch shall operate during the complete valve cycle without the use of auxiliary relays, linkages, latches or other devices. The torque switch shall be wired to shut off the actuator motor in the event excessive torque is being generated in either direction of travel.

A handwheel shall be provided for manual operation. The handwheel shall not operate during motor operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until the motor is energized at which time the valve operator will automatically return to electric operation. The handwheel must be reasonably fast and require no more than 100 pounds of rim effort at the maximum required torque.

The motor operator shall be complete with all electrical controls including reversing contractors in a NEMA4 enclosure, space heaters and protective devices as required. Motor operator shall operate on _460_volt _3_ phase. Starter shall include control transformer so that all controls, space heaters and starter coils operate on 120 volt AC control power. Controls shall be wired through the filter control console as described elsewhere in these specifications. Wiring shall be configured so that disconnecting the volt power feeder will act to disconnect all possible electrical equipment within the operator.

A suitable lever or wrench shall be provided for each six wrench-operated valves and at least one wrench for each operating station. Wrenches or wheels and chains shall be of suitable size and sufficient length for each operation of the valves at their rated working pressure.

Plug valves 2-1/2 inches and smaller shall have threaded ends conforming to ANSI Standards for Pipe Threads B2.1.

Plug valves 3-inches and larger in size, for interior service or exposed above grade outside, shall be fitted with flanged ends suitable for use with the equipment and piping systems in which they are to be installed. Valves for buried service shall be fitted with mechanical joint ends.

2.05 BALL VALVES - METAL

Housing shall be cast iron with permanently lubricated sintered bronze bearings and bronze shaft seals with a suitable sealing medium. Seats shall be synthetic rubber. The seating surface shall be stainless steel Type 304. Valve shafts shall be Type 304 stainless steel ground and polished. The valve shall be equipped with an adjustable thrust bearing. The port area of the valve shall be uniform in cross section and equal to the pipe inside area.

Acceptable Manufacturers. Homestead Industries, Coraopolis, Pennsylvania; Allis-Chalmers, Milwaukee, Wisconsin; or approved equivalent.

2.06 BALL VALVES - PLASTIC

Housing and ball shall be rigid, unplasticized Type 1 polyvinyl chloride (PVC). The seats shall be Teflon and the stem seals shall be Viton A O-rings. The port area shall be uniform in cross section and equal to the pipe inside area.

Acceptable manufacturers. Hayward Manufacturing Company, Elizabeth, New Jersey; or approved equivalent.

2.07 GLOBE AND ANGLE VALVES

Valves larger than 3-inches shall be iron-body, bronze-mounted, O. S. & Y. globe and angle valves with flanged ends. Valves shall be designed for a working pressure of 200 psi.

Flanged ends of valves shall be suitable for use with the equipment and piping systems in which they are to be installed.

Valves 3-inches and smaller shall be 150-pound bronze valves with screwed or solder-joint ends. Body material shall conform to ASTM B62. Valves shall have union bonnet, renewable or regrindable Type 304 stainless-steel plug and seat. Stems shall be made of wrought silicon bronze. If the manufacturer does not furnish this material in the class specified, the valves shall be furnished in the next higher class in which the stem material is available. Globe valves or angle valves may be used for stop valves for sizes 1-inch and smaller, subject to the approval of the Engineer.

2.08 AIR RELEASE VALVES

Deep well air release valves shall have cast iron bodies and covers, with bronze or stainless steel floats and mechanism and synthetic rubber seats. All iron parts shall be properly coated to prevent corrosion.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Water main air release valves shall be the automatic type. The size shall be one-inch for 1 6-inch diameter pipe and smaller, and two-inch for 18-inch diameter pipe and larger. The body and cover shall be cast iron with bronze or stainless steel float and mechanism and BUNA-N seat.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Sewage air release valves for use on pressure sewerage lines shall be of the type that automatically releases air, gas, or vapor under pressure during system operation. The valve shall have N.P.T. inlet and outlet. Valve shall be constructed of cast iron body and cover, stainless steel trim and float with an adjustable synthetic rubber orifice for positive seating. All iron parts of the valve shall be properly coated to prevent corrosion. The valve shall be complete with backwash accessories consisting of an inlet shut-off valve, blow-off valve, clean water inlet valve, rubber supply hose and quick disconnect couplings.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

2.09 TAPPING SLEEVES AND VALVES

Tapping sleeves and valves shall be used to make "wet" taps into existing mains when shown on the Drawings.

ALTERNATE 1 - For Tapping Pipes Greater Than 10-inches In Diameter

Cast iron tapping sleeve shall be of split type with mechanical joints, ductile-iron bolts and flanged outlet for connection to the tapping valve.

ALTERNATE 2 - For Tapping Pipes Less Than 10-inches In Diameter

Stainless Steel Tapping Sleeves.

Acceptable Manufacturers. ADIPCO, U.S. Pipe, McWane, Clow, Mueller, JCM, Rockwell, Dresser, M & H, or approved equivalent.

Tapping valves shall conform to the requirements of this section for gate valves except that they shall have an inlet joint to match the sleeve and an outlet joint suitable for connection to the pipe used.

2.10 EXTENSION STEMS FOR BURIED VALVE OPERATORS

Where the depth of the valve is such that its centerline is more than four feet below grade, provide operating extension stems to bring the operating nut to a point of six-inches below the surface of the ground and/or box cover. Extension stems shall be steel and shall be complete with a two-inch operating nut.

2.11 T-HANDLE WRENCHES

Furnish a sufficient number of T-handle wrenches to permit operation of all gates and valves with square operating nuts, regardless of depth.

Length shall be suitable for operators average height working in normal positions.

2.12 VALVE BOXES

Valve boxes shall be provided for all buried valves. Valve boxes shall consist of cast iron base and adjustable top section with cover which shall be marked to indicate type of service. Extensions shall be provided as required to meet grade.

Boxes for butterfly valves shall be a 5-1/4-inch valve box with slip-type joints.

PART 3 - EXECUTION

3.01 INSPECTION

Prior to installation valves shall be inspected for direction of opening, freedom of operation, tightness of pressure-containing bolting, cleanliness of valve ports and seating surfaces, handling damage and cracks. Defective valves and accessories shall be rejected.

3.02 INSTALLATION

Valves shall be installed so that contact faces bear uniformly on the gasket and then are made up with relatively uniform bolt stress. Valves shall be supported so that undue stress is not placed on flanges. Valves shall not be used to bring misaligned pipe into alignment during installation.

Valves for buried service shall be set plumb with the base of the valve box centered over the valve and resting on compacted backfill. The top section of the box shall be set to allow equal movement above and below finished grade. After being correctly positioned, fill shall be carefully tamped around the valve box for a distance of 4-ft. on all sides below the box. In paved areas, top of the cover shall be flush with the finished paving. In off-street areas, the cover shall be set 1-inch above existing grade unless otherwise directed by the Engineer. A concrete pad shall be poured around the top of the box in unpaved areas, as shown in the standard details.

The valve manufacturer shall select and mount the gear operator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

3.03 TESTING

Valves shall be tested as a part of the completed piping system in accordance with the requirements of Section 01660 - Pressure Testing.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02802
IDENTIFICATION TAPE FOR BURIED PIPE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Furnish and install identification tape over the centerline of all buried potable water lines, wastewater force mains, raw water mains, and wastewater effluent reuse mains.

1.02 SUBMITTALS

- A. Submit manufacturer's descriptive literature, illustrations, specifications and other pertinent data.

PART 2 – PRODUCTS

2.01 IDENTIFICATION TAPE

- A. Identification Tape for Ductile Iron and Steel Pipe: Identification tape shall be manufactured of inert polyethylene so as to be highly resistant to alkalies, acids and other destructive agents found in soil, and shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a maximum adhesive factor of 40 ounces per inch. Tape width shall be 2 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.
- B. Identification Tape for Polyvinyl Chloride Pipe: Identification tape shall be manufactured of polyethylene with a minimum thickness of 4-mils and shall have a 1-mil thick metallic foil core. The tape shall be highly resistant to alkalies, acids and other destructive agents found in soil. Tape width shall be 3 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

- C. Tape background colors and imprints shall be as follows:

Imprint	Background Color
"Caution Caution – Potable Water Line Buried Below"	Blue
"Caution Caution – Wastewater Force Main Buried Below"	Green
“Caution Caution – Sewer”	Green
“Caution Caution – Reuse Water Main Buried Below”	Lavender
“Caution Caution – Raw Water Main Buried Below”	White

- D. Identification tape shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, (800) 231-6074, Allen Systems Inc., Wheaton, IL (800) 323-1749, or approved equal.

2.02 LOCATE WIRE

- A. Locate wire shall be #10 THHN solid copper tracing wire.
- B. Wire insulation shall be 45 mils and shall be color coded as per the locator tape.

PART 3 – EXECUTION

3.01 INSTALLATION OF IDENTIFICATION TAPE

- A. Identification tape shall be installed for all buried pressure mains in accordance with the manufacturer's installation instructions and as specified herein.
- B. For potable, raw, reuse water and force mains, identification tape shall be installed 18 inches below final grade over centerline of pipe.
- C. For wastewater gravity sewers, identification tape shall be continuously spiral-wrapped around the pipe with the bands 12 to 18 inches apart.

3.02 INSTALLATION OF LOCATE WIRE

- A. Locate wire shall be installed under all buried pressure mains in accordance with plan details. Wire shall be extended to top of all valve boxes and at 500-foot intervals as shown on Drawing details.

END OF SECTION

SECTION 03300 CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

<u>Class</u>	<u>Cement Content per cubic yard</u>	<u>Minimum 28-day Strength (lb. per sq. in.)</u>
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.
2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.
2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent

displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to ACI 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

SECTION 03700

MODIFICATIONS AND REPAIR TO EXISTING CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, materials, equipment and incidentals required to cut, repair, demolish, excavate or otherwise modify parts of existing structures or appurtenances as shown on the Drawings and as specified herein, including connecting new concrete to existing concrete, as necessary to complete the work under this Contract.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 03300: Cast-In-Place

1.03 QUALITY ASSURANCE

- A. Do not cut, remove, or otherwise alter existing structures or concrete until authorization is given by the Engineer.
- B. When removing materials or portions of existing structures, and when making openings in existing structures, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, nor to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Epoxy Bonding Compound: Two component, moisture insensitive, heavy viscosity, high strength, rigid epoxy system that will bond under dry, damp or wet conditions, and is approved equal to BurkEpoxy MV or BurkEpoxy Mortar as manufactured by The Burke Company, Sikadur Hi-Mod as manufactured by Sika Chemical Corp., or Eurco 615 Epoxy as manufactured by Euclid Chemical Company.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Take field measurements in the required structures to determine the amount of concrete to be removed and/or repaired and the amount of patching to be done.

3.02 CONSTRUCTION METHODS

- A. Where new concrete is to be made integral with existing concrete, use the methods shown in the Drawings.
- B. Mix and apply all bonding and patching materials in accordance with the manufacturer's instructions and recommendations.

3.03 MODIFYING OR REPAIRING EXISTING CONCRETE

- A. Remove concrete to the depths shown or required. Roughen contact surface by chipping, sandblasting, scarifying or other approved methods. Thoroughly clean the surface, removing loose particles and dust.
- B. Cut off projecting reinforcement when required to provide at least 2 inch cover. Where shown, bend reinforcement across cut face and cover with new concrete.
- C. Thoroughly wash the roughened concrete surfaces and keep the surfaces saturated for at least 6 hours before placing new concrete. Remove all free water prior to placing the concrete. An epoxy bonding compound, as specified, may be used in lieu of saturating surface for 6 hours.
- D. Place cement mortar, where required, to a thickness slightly in excess of the finished surface, and steel-trowel-finish, flush with the adjacent surface.
- E. When the finish surface of new concrete in exposed surfaces is not specified to be coated, match the color of the existing adjoining concrete as closely as possible.
- F. Mix cement mortar in the proportions of 1 part Portland cement to two parts of sand by volume. Do not use accelerating admixtures in surface treatment. Where shown on the Drawings, use a non-shrink grout for patching and filling.

3.04 CONNECTIONS, NEW CONCRETE TO EXISTING CONCRETE

- A. Make connections to existing concrete as shown on the Drawings.
- B. Where it is necessary to expose existing reinforcement, clean the reinforcing rods or wire mesh by wire brushing and hook new reinforcement into existing reinforcement and lap or weld as directed. Provide at least 3/4 inch clearance around each bar.
- C. Mix and apply the epoxy in strict accordance with the printed instructions of the approved manufacturer.
- D. Preparation of Concrete Surfaces:
 - 1. Surfaces must be clean and sound. Surfaces may be dry, damp, or wet, but free of standing water. Remove dust, laitance, grease, during compounds,

impregnations, waxes, foreign particles, and disintegrated materials by mechanical abrasion methods such as sandblasting. Sandblast steel to appropriate finish.

2. If the concrete surfaces are sound and it is only necessary to remove laitance, grease or dust, the Contractor may, with the prior written approval of the Engineer, forego sandblasting and wash the concrete with a degreasing and etching chemical applied in accordance with the manufacturer's written instructions and as stipulated in these Specifications hereinafter.
3. Degreasing and Etching Chemical: ProSoCo, Inc., Sure-Klean Degreaser & Etch, or approved equal, with water white color, flash point above 150F, and consisting of a blend of organic and inorganic acids with a special solvent system incorporating wetting agents for emulsification.
4. Application of Degrease and Etching Compound: Prewet concrete surfaces with clean water. Brush concentrated cleaner onto concrete surface. Let stand 3 to 4 minutes and reapply, brushing stained areas vigorously. Rinse off with fresh water applied at a minimum volume of five gallons per minute.

E. Application of Bonding Compound:

1. Cover the area to be overlaid with one coat of the epoxy compound applied with long-nap paint rollers, brushes, brooms or by spray as per manufacturer's instructions.
2. Place the concrete while the epoxy compound is still tacky. If the bonding compound should harden before the concrete is placed, apply a fresh coat over the hardened coat and proceed.

F. Application of Grouting: To prepare a grout for anchor bolts or to level base plates, mix the compound as recommended by the manufacturer.

G. Weather Limitation: Place the epoxy compound only when both the concrete surface temperature and the ambient temperature are as recommended by the manufacturer.

3.05 OPENINGS IN CONCRETE

- A. Where openings are required for pipes, thimbles for gates, gate stems or other installations in existing concrete structures, cut the existing concrete within the limits required, as shown on Drawings or specified, expose the existing reinforcing steel and perform the work in such a manner as to prevent damage to the existing adjacent structures or equipment.
- B. Unless otherwise permitted, line drilling will be required.

- C. Where concrete is cut to provide openings for gate stems, accurately install pipe sleeves and grout in place in an approved manner.
1. Clean the exposed reinforcement by wire brushing, then cut and bend to permit the installation and finally bend around the new pipe or thimble. Provide additional reinforcement as shown on the drawings for typical reinforcing details of openings in walls and slabs, otherwise shown, specified or required.
 2. After installation of pipelines and thimbles, etc., prepare the existing concrete as specified above and fill the void between the outside of the pipe or thimble and the existing concrete with non-shrink non-metallic grout.

END OF SECTION

SECTION 09800
CORROSION PROTECTION AND/OR REHABILITATION
OF WASTE WATER CONCRETE/MASONRY LARGE DIAMETER PIPELINE AND
STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

This specification covers work, materials and equipment required for protecting and/or restoring concrete structures by monolithic spray-application of a solvent-free, high-build epoxy coating to eliminate infiltration/exfiltration, provide corrosion protection, repair damaged surfaces and enhance structural integrity. Procedures for surface preparation, cleaning, application and testing are described.

1.02 SUMMARY

- A. Solvent-free epoxy coating to be applied to specified surfaces and conforms to the requirements set forth below.
- B. This specification covers all labor, materials, equipment, and services necessary to complete the installation of corrosion protection for concrete and masonry structures as herein specified.
- C. Related Sections: Concrete Repair, Environmental, Health and Safety

1.03 SUBMITTALS

- 1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
- 2. Material Safety Data Sheets (MSDS) for each product used.
- 3. Project specific guidelines and recommendations.
- 4. Applicator Qualifications:
 - a. Manufacturer certification that the Applicator has been trained in the handling, mixing and application of the products to be used.
 - b. Certification that the equipment to be used for applying the products has been approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
 - c. Written document providing three (3) years experience and five (5) recent references of Applicator indicating successful application of a 100% solids high-build solvent-free coating by spray application.
 - d. Applicator must provide written documentation of having installed a minimum of 50,000 square feet of plural component

spray applied epoxy coating the same or similar to that specified within the last two (2) years.

- e. Proof of any necessary federal, state or local permits or licenses necessary for the project.

5. Documentation of requirements of Section 1.6 B & C.

1.04 QUALITY ASSURANCE

- A. Coating and repair product(s) shall be capable of being installed and curing properly within the specified environment(s); specifically within environmental conditions of a typical sanitary sewer. Coating product(s) shall be resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems.
- B. Coating and Repair product(s) shall be fully compatible; including ability to bond effectively (as tested for in Section 3.5 C.) to each other and/or the host substrate, forming a composite system.
- C. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).
- D. Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.
- E. Inspectors shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the product(s) to be used as specified herein.
- F. Contractor shall initiate and enforce quality control procedures consistent with the coating product(s) manufacturer recommendations and applicable NACE, SSPC, ICRI or other standards as referenced herein.
- G. Pre-construction meeting shall take place no less than two weeks prior to Contractor mobilization. All parties to have physical presence on the project during construction shall be present. At this meeting responsibilities and authorities during construction shall be discerned;

comments and questions regarding materials and execution of these specifications shall be presented and addressed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials are to be kept dry, protected from weather, and stored under cover.
- B. Coating and repair materials are to be stored between 50 °F and 90 °F. Do not store near flame, heat, or strong oxidants.
- C. All materials are to be handled according to their material safety data sheets.

1.06 SITE CONDITIONS

- A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- B. Confined space entry program and other required safety training certifications shall be submitted by Contractor to Owner as necessary to perform the specified work.
- C. Flow diversion and/or bypass plans shall be submitted by Contractor to Owner as necessary to perform the specified work.

1.07 WARRANTY

- A. Contractor shall warrant all work against defects in materials and workmanship in accordance with Section 01740.
- B. Coating and repair product supplier(s) shall warrant all coating materials in accordance with Section 01740.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Standard Portland concrete or new concrete (for quick setting high strength cement see manufacturer's recommendations) must be well cured prior to application of the protective coating. Generally, 28 days is the minimum cure time for standard Portland concrete or when roughly 80% of its designed concrete strength has been achieved.
- B. Existing coatings shall be removed which may affect the performance and adhesion of the specified coating product(s). Contractor is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.
- C. Thoroughly clean and prepare existing products/surfaces to effect a seal with and promote the adhesion of the coating product(s).

2.2 COATING PRODUCTS

- A. Coating product shall be applied to all interior surfaces to protect the host substrate and repair materials from all forms of chemical or bacteriological

attack typically found in municipal sanitary sewer systems and to impart a degree of structural enhancement.

- B. Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.
- C. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be spray applied to all interior surfaces of exposed concrete above the spring line or as otherwise detailed.
 - 1. Manufacturer: Raven Lining Systems, Mainstay, or approved equal.
 - 2. Product: 100% solids, solvent-free ultra high-build epoxy system exhibiting the following characteristics:
 - a. Product Type: amine cured epoxy
 - b. VOC Content (ASTM D2584): 0%
 - c. Compressive Strength, (ASTM D695): 18,000 psi
 - d. Tensile Strength, (ASTM D638): 7,600 psi
 - e. Flexural Modulus, (ASTM D790): 700,000 psi
 - f. Adhesion to Concrete, (ASTM D4541/7234): >200 psi with substrate (concrete) failure
 - g. Chemical Resistance (ASTM D543/G20) immersion service for:
 - i. Municipal sanitary sewer environment
 - ii. Sulfuric Acid, 30%
 - iii. Sodium Hydroxide, 10%
 - iv. Sodium Hypochlorite, 3%
 - h. Successful Pass: Sanitation District of L.A. County Coating Evaluation Study and SSPWC 210.2.3.3 (Greenbook "Pickle Jar" Chemical Resistance test)
- D. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be manually or spray applied to interior surfaces of exposed concrete above or below the typical flow line; specifically designed for accelerated cure and suitable for release of flow in less than 45 minutes at normal service temperatures or as otherwise detailed.
 - 1. Manufacturer: Raven Lining Systems, Mainstay or approved equal.
 - 2. Product: 100% solids, solvent-free ultra high-build epoxy system.
 - a. Product Type: amine cured epoxy
 - b. VOC Content (ASTM D2584): 0%
 - c. Compressive Strength, (ASTM D695): >16,000 psi
 - d. Tensile Strength, (ASTM D638): >7,600 psi
 - e. Flexural Modulus, (ASTM D790): >688,000 psi
 - f. Adhesion to Concrete, (ASTM D4541/7234): >200 psi with substrate (concrete) failure
 - g. Chemical Resistance (ASTM D543/G20) immersion service for:
 - i. Municipal sanitary sewer environment
 - ii. Sulfuric Acid, 30%
 - iii. Sodium Hydroxide, 10%
 - iv. Sodium Hypochlorite, 3%

- E. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be trowel or otherwise manually applied to interior surfaces of exposed concrete above the spring line or as otherwise detailed (405 trowel can be applied with or without the addition of the component part C for a standalone coating or a glaze coat application).
 - 1. Manufacturer: Raven Lining Systems, Mainstay or approved equal.
 - 2. Product: 100% solids, three component solvent-free ultra high-build epoxy system.
 - a. Product Type: amine cured epoxy
 - b. VOC Content (ASTM D2584): 0%
 - c. Compressive Strength, (ASTM D695): >11,200 psi
 - d. Compressive Strength without part C , (ASTM D695): >18600 psi
 - e. Tensile Strength, (ASTM D638): >4,000 psi
 - f. Tensile Strength without part C, (ASTM D638): >4,900 psi
 - g. Flexural Modulus, (ASTM D790): >806,000 psi
 - h. Flexural Modulus without part C, (ASTM D790): 810,000 psi
 - i. Adhesion to Concrete, (ASTM D4541/7234): >200 psi with substrate (concrete) failure
 - j. Chemical Resistance (ASTM D543/G20) immersion service for:
 - i. Municipal sanitary sewer environment
 - ii. Sulfuric Acid, 30%
 - iii. Sodium Hydroxide, 10%
 - iv. Sodium Hypochlorite, 3%

2.4 PRODUCT APPLICATION EQUIPMENT

- A. Cementitious repair products for spot repair may be mixed and applied using hand and/or power tools
- B. Cementitious repair products to be spray applied shall be mixed and applied using manufacturer approved batch mixing and low velocity spray devices.
- C. Coating product primer may be applied using hand tools or other convention/airless spray application device(s).
- D. Coating product to be spray applied shall be mixed and applied using manufacturer approved heated plural component spray equipment.
- E. Coating product application to hard to reach areas or for touch-up may be performed using hand tools.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.
- B. All structures to be coated shall be readily accessible to Contractor.

- C. New Portland concrete structures shall have a minimum of 28 days cure since manufacture prior to commencing coating installation. Should earlier coating be required, coating product manufacturer shall recommend specifications including appropriate cure assessment testing or use of specialty primers and sealers such as Raven 155.
- D. Any active flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.
- E. Temperature of the surface to be coated should be maintained between 40 and 120 °F.
- F. Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.
- G. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

3.2

REPAIRS AND SURFACE PREPARATION

- A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.
- B. Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.
- C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the engineer.
- D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC-SP 1 – Solvent Cleaning.
- E. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).
- F. Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning, water jetting, abrasive blasting, shot blasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as:
 - 1. SSPC SP-13/NACE No. 6 Surface Preparation of Concrete,
 - 2. ASTM D4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM D4259 Standard Practice for Abrading Concrete,

3. ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
 4. NACE/SSPC Standards for the surface preparation of steel.
- G. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).
1. Resulting surface profile of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 03732):
 - a. For application of cementitious materials; at least a CSP5
 - b. For application of coating products: at least a CSP4.
 2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,
 - a. In conditions where severe chemical/microbiological attack is present the prepared substrate shall exhibit a pH of 8-12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.
 3. Steel surfaces to be coated shall be abrasive blast cleaned.
 - a. Blast air shall be free of oil and water.
 - b. Abrasive shall be as required to produce the specified level of cleanliness and profile in an efficient and uniform manner. Abrasive shall not be recycled.
 - c. Abrasive blasting shall not be performed when the air or steel temperature is below 40 °F, when the relative humidity exceeds 80%, or when the steel is less than 5 °F warmer than the dew point. The Contractor will provide dehumidification, and/or temperature control as necessary to meet these conditions.
 - d. Blast cleaning shall be in accordance with SSPC-SP 5, White Metal Blast Cleaning for immersion service of the coated areas. Blast cleaning for other surfaces shall be in accordance with SSPC-SP 10, Near White Blast Cleaning. Anchor profile shall be 2.5-5.0 mils and relative to the coating thickness specified.
 - e. Alternatively, surfaces to be recoated may be cleaned according to SSPC-SP 12/NACE No. 5 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
 - i. Preparation shall be to SSPC-SP 12, WJ-1, and Clean to Bare Substrate using a minimum of High-Pressure Water Jetting (10,000 psi-30,000 psi).
 - ii. Water jetting does not produce a profile of the magnitude currently recognized by the coatings industry. Rather, it exposes the original abrasive-blasted surface profile if one exists. An anchor profile of at least 2.5 mils is required to be exposed. If sufficient profile does not exist, abrasive blasting shall be performed as specified in section 3.2 D.
 - iii. At the time of the recoating, the amount of flash rust shall be no greater than "No Flash Rust" as defined in SSPC-SP 12.

- iv. If inhibitors are to be used with the standard jetting water, the coatings manufacturer shall be consulted to ensure the compatibility of inhibitors with the coatings.
- H. Prior to the application of the coating product repairs shall be completed to ensure the following:
 - 1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts as described in Section 2.2.
 - 2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section.
 - a. Benches or other horizontal surfaces shall have adequate slope (1" rise per lineal foot minimum) to minimize the retention of debris following surcharge.
 - b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.
 - c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.
- I. Areas where reinforcing steel has been exposed shall be repaired in accordance with the Project Engineer's recommendations or at the minimum all exposed steel shall be prepared in accordance with Section 3.2 prior to coating with the coating product specified or other approved primer as specified by the coating product manufacturer.

3.3 APPLICATION OF COATING PRODUCT(S)

- A. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.
- B. Spray equipment shall be specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.
- C. Contractors qualified in accordance with Section 1.4 of these specifications shall perform all aspects of coating product(s) installation.
- D. Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.
- E. Coating thickness shall be in relation to the profile of the surface to be coated as recommended by the coating product manufacturer.
- F. In all cases the coating product(s) shall be applied to a minimum dry film thickness of 80 mils to surface profiles of CSP-4 to CSP-5 or 125 mils minimum DFT to surface profiles of CSP-6 or greater and in rehabilitated structures.

1. See coating manufacture for mil thickness recommendations to ground water head pressure.
- G. Subsequent top coating or additional coats of the coating product(s) shall occur within the products recoat window. Additional surface preparation procedures will be required if this recoat window is exceeded.
- H. Coating product(s) shall interface with adjoining construction materials/components throughout the manhole structure to effectively seal and protect substrates from attack by corrosive elements and to ensure the effective elimination of infiltration into the sewer system.
- I. Procedures and materials necessary to effect the interface between dissimilar materials and the coating product shall be as recommended by the coating product(s) manufacturer.
- J. Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1" below normal flow levels at the bench or within the invert [unless invert is specified to receive coating], and a minimum of 1" interfacing within each pipe penetration.
- K. (Pipeline only) Coating product(s) shall interface with adjoining construction materials throughout the pipeline to effectively seal and protect concrete or masonry substrates from infiltration and attack by corrosive elements. Procedures and materials necessary to effect this interface shall be as recommended by the coating product(s) manufacturer.
- L. (Pipeline only) Termination points of the coating product(s) shall be made at each manhole joint, 1" below normal flow levels (when less than 360° coating application is being specified), and a minimum of 1" interfacing with each pipe penetration. When less than 360° of the pipe is to be coated, the coating shall be terminated at a saw cut key-in within the pipe.
- M. Sewage flow shall be stopped, bypassed, or diverted as necessary for application of the coating product(s) to the invert and interface with pipe materials.

3.4 TESTING AND INSPECTION

- A. Coating system thickness shall be inspected to ensure compliance with the specifications herein.
 1. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented, and attested to by Contractor for submission to Owner.
 2. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
- B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the

coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.

1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
 2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
 3. All areas repaired shall be retested following cure of the repair material(s).
 4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
 5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.
- C. Adhesion of the coating system to the substrate shall be confirmed in a minimum of 10% of the manholes coated, or for large structures once every 1000 square feet of coated area. After the coating product(s) have cured in accordance with manufacturer recommendations, testing shall be conducted in accordance with ASTM D7234 Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers. Owner's representative shall select the areas to be tested.
1. For each test manhole a minimum of three 20 mm dollies shall be affixed to the coated surface; one at the cone area, one at the mid section and one near the bottom of the structure.
 2. For larger structures a minimum of three 20 mm dollies shall be affixed to the coated surface at random locations within each 1000 square foot area or as otherwise agreed upon.
 3. The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of at least twice the anticipated failure point (generally 1000 psi) and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately cleaned and prepared to receive the adhesive. Failure of the dolly adhesive shall be deemed a non-test and require retesting.
 4. Prior to performing the pull test, the coating shall be scored to the substrate, or within 10 mils of the substrate surface, by mechanical means without disturbing the dolly or coating system bond within the test area.
 5. Two of the three adhesion pulls in each test area shall exceed 200 psi and shall include substrate adhered to the back of the dolly or no visual signs of the coating product in the test hole. Pulls tests with results

between 150 and 200 psi may be acceptable if more than 50 percent of the substrate in the test area is adhered to the dolly.

6. Should a structure, or area, fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Owner or Project Engineer. Any areas detected to have inadequate bond strength shall be evaluated by the Project Engineer. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Contractor.
 7. All adhesion testing shall be performed by qualified personnel using calibrated equipment as specified by the applicable ASTM standard(s).
 8. All adhesion testing shall be documented and submitted in a consistent format detailing location, test values, description of the failure point/mode, scoring method employed, adhesive used, cure time of coating and adhesive and other data as deemed necessary by the owner/engineer.
 9. All adhesion test locations shall be repaired by the Contractor at no cost to the Owner.
- D. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.
- E. The municipal sewer system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer's recommendations.

END OF SECTION

SECTION 09902
PIPE PAINTING AND IDENTIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes pipe painting and identification as required for this project.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PAINTING AND IDENTIFICATION

- A. Exposed piping shall be painted. Metal pipe shall be painted System B-4 depending on location. Seal coats shall be used over bitumen coated surfaces as applicable. Plastic pipe shall be painted in accordance with pipe manufacturer's recommendations.
- B. The finish coat color shall be selected by the Owner. Identification shall be as shown on the Pipe Identification Schedule.
- C. All exposed piping shall be identified by stencil painting or printed vinyl plastic pipe markers. Directional arrows shall be placed adjacent to the pipe markers. Identification markers shall be located as follows:
1. Adjacent to each valve and fitting (except plumbing and equipment).
 2. At each branch and riser take-off.
 3. At each pipe passage through wall, floor and ceiling construction.
 4. At each pipe passage to underground.
 5. On all horizontal pipe runs every 40 feet.
- D. If vinyl plastic markers are used for identification and the pipe resists adhesion, the Contractor shall loop 3/4-inch wide pressure sensitive vinyl plastic tape, or matching color to the marker, around the two ends of the pipe marker. The 3/4-inch tape shall be wrapped around the circumference of the pipe and fastened back on itself with a 1-1/2-inch vinyl-vinyl overlap.
- E. Pipe, 3/4-inch diameter and smaller, shall be tagged with a corrosion-resistant tag. The tag shall be securely fastened to the pipe.

2.02 PIPE IDENTIFICATION AND PAINT COLORS

Pipe System	Pipe	Banding (Width)	Letters & Arrows	Text
Force Main potable (above grade)	Green	1-1/2-in Brown	White	Non-

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 11210
PUMPS-GENERAL**

PART 1 GENERAL

1.01 WORK INCLUDED - DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment and incidentals required to install, test and make completely ready for operation all pumps including all appurtenances required as shown on the Drawings and specified herein.
2. All equipment and accessories shall have approved manufacturer's shop drawings prior to installation and shall be tested (field and factory) in conformance with these Specifications prior to acceptance and final payment by the Owner.

B. Related Work Described Elsewhere:

1. General Requirements: Division 1

C. General Design:

1. Refer to respective sections of the specifications.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The pumping units specified herein are to be standard pumping units for the intended service and shall be the product of a fully experienced, reputable and qualified manufacturer. The manufacturer shall have a successful record of operation and manufacturing for a minimum of five (5) years prior to bid date. Manufacturers shall supply the Engineer with previous installation details of at least three (3) successful operations of a similar nature for not less than five (5) years with the shop drawing submittal.
2. The Supplier shall supply the services of a qualified factory trained service representative for a period specified under the individual

equipment specifications. The representative shall inspect the completed equipment installation to ensure that it meets with the manufacturer's recommendations. Any adjustments or modifications shall be made at no additional cost to the Owner to place the equipment in trouble-free operation.

B. Equipment Manufacturer:

Refer to respective sections of the contract documents.

C. Standards:

1. Hydraulic Institute of Standards
2. NEMA
3. NEC
4. AWWA

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. The Contractor shall submit the following information to the Engineer in accordance with Section 01300 - Submittals.
 - a. Manufacturer's literature, illustrations and applicable data for the individual pumps, including the total weight of the equipment and the weight of the single largest item.
 - b. Manufacturer's certified curves illustrating pump characteristics of head, discharge, brake horsepower, efficiency, required net positive suction head, and allowable suction lift.
 - c. The shop drawings shall include details of pump assembly, installation layouts, procedures, motor control wiring diagrams, types of materials used in pump construction, details on all pump accessories and dimensions of major components.
 - d. A complete total bill of materials for all equipment.
 - e. A list of manufacturer's recommended spare parts to be supplied, with the manufacturer's current price for each item. Include O-rings, seals, etc. on the list. List bearings manufacturer's name and numbers only.

- f. Pumping equipment, requiring special tools for maintenance, shall be provided with one set of tools labeled, packed with instructions for use, and housed in a metal tool box with lock end hoop for each two units provided.
- B. Operating Instructions: For all pumps furnished under this Section, the Contractor shall submit operation and maintenance manuals in accordance with Section 01730: Operation and Maintenance Data.
- C. Factory Performance Test Data:
 - 1. After acceptance of pump shop drawings, factory performance test data will be submitted for approval on each pumping unit. Duplicate units require factory testing for only specified flow and head conditions, unless otherwise specified under the specific pump specification. Tests conducted in accordance with these specifications on similar units within 24 months may be submitted in
- C. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the Manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts, and has been operated under full load conditions that satisfactory operation has been obtained.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is complete and the units and equipment are ready for operation.

1.05 WARRANTY AND GUARANTEES

- A. All equipment supplied under this section shall be warranted for a period of one (1) year by the manufacturer. Warranty period shall commence on substantial completion as outlined in Division 1: General Requirements of the Specifications.
- B. The equipment shall be under warranty to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced at no expense to the Owner.

PART 2 PRODUCTS

2.01 GENERAL

- A. The equipment covered by these Specifications shall be designed, constructed and installed in accordance with the best practice and methods and shall operate satisfactorily when installed as shown on the Drawings.
- B. Pump bases shall be rigidly and accurately anchored into position, precisely leveled and aligned, so that the completed installation is free from stress or distortion. All necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor and conform to the recommendation and instruction of the equipment manufacturer. Anchor bolts, nuts, and washers shall be of Type 316 Stainless Steel. Grouting under bases after the equipment is set is included as work under this section: It is specified in Section 03600. Any voids found shall be pressure grouted. Pumps and pump bases shall have adequate provisions to collect drainage and conduct it away to nearest drain.
- D. Data Plates
 - 1. Stainless steel pump nameplates giving the name of the manufacturer, the rated capacity, head, speed and any other pertinent data shall be attached to each pump.
 - 2. Stainless steel motor nameplates giving the name of the manufacturer, serial number, model number, horsepower, speed, voltage, ampere and all other pertinent data shall be attached to each motor.
- E. The nameplate ratings for the motors shall not be exceeded, nor shall the design service be reduced when its pump is operating at any point on its characteristics curve at maximum speed.
- F. All pumps shall be designed and built for 24 hour continuous service at any and all points within the specified range of operation, without overheating, without cavitation, and without excessive vibration or strain.

2.02 PERFORMANCE REQUIREMENTS

- A. When operating at the maximum output speed of the motor, each pump shall have a curve which meets all the minimum conditions listed on the plans. The pumps and drive motors shall be capable of operating satisfactorily under the full range of conditions as defined.
- B. With the pumping units operating at maximum speed, the maximum brake horsepower required by the pumps shall not exceed the maximum horsepower listed on the plans. If the pumping units require more than the maximum

horsepower listed, at the motor output shaft at any full speed operation point between primary and secondary discharge head, they will be rejected.

2.03 MATERIALS

A. Pump Castings:

1. The pump case shall be of cast iron construction ASTM A-48, Class 30, having a tensile strength of not less than 30,000 pounds per square inch.
2. Casings shall be free from blow holes, sand pockets or other imperfections. They shall be given a hydrostatic pressure test to at least 1 1/2 times the maximum pump shut-off head.
3. The interior and exterior surfaces of the casings shall be smooth with matching flanges.
4. Suction and discharge flanges shall be faced and drilled ANSI Class 125 Standard. There shall be 1/4 inch I.P.T. tapped holes closed with plugs in both the suction and discharge flanges of all pumps for test gauge connections.
5. The top half of each case at the topmost part shall have bossed pipe tap opening for mounting air release valve specified under Division 15: Mechanical. Pipe taps shall be not less than 1/2 inch I.P.T. The pump casings shall also be provided with one tapped priming connection and two casing drains each closed with plugs.
6. The casing shall be protected with bronze renewable wearing rings.

B. Impellers:

1. The impeller shall be bronze. Impeller shall be machined outside, smoothly finished on the internal water passages, shall be balanced and keyed to the shaft.
2. Impellers shall be protected from wear at both suction inlets with renewable bronze wearing rings.

C. Bearings:

1. The weight of the pump shaft and impeller assembly shall be carried on bearings at each end of the pump shaft. Bearings shall be grease lubricated or oil lubricated with constant level oilers.

D. Gauges:

1. Each pump shall be equipped with a suction and discharge gauge. Gauges shall be mounted on the suction and discharge piping as shown on the Drawings.
2. Suction and discharge gauges for the pump shall be furnished. Suction gauges shall be calibrated for 30 inch Hg vacuum to 15 psi and discharge gauges shall be calibrated for 0 to 100 psi.
3. Gauges shall be equipped with surge suppression snubbers.
4. Connection of the gauges to the pressure taps in the pump discharge shall be with screwed brass pipe neatly installed with straight runs.

G. Mechanical Seals:

1. Mechanical seals shall be supplied with all stainless steel metal parts, Buna-N elastomers and carbon washers.

2.04 MOTORS

- A. The motors shall be of the, open drip-proof high efficiency and power factor design.
1. Motors shall be rated for operation on power supply as shown on the electrical drawings.
 2. Each motor shall have a 1.15 service factor.
 3. Motors shall have a minimum full load efficiency of 94.0%.
 4. Motors shall be free of objectionable noise and vibration. Units shall operate with a maximum sound level not to exceed 90 dBA as measured 10 feet from any surface.
 5. Maximum temperature rise of motor windings shall not exceed 80 degrees C, as measured by resistance, when motor is operated continuously at service factor horsepower, rated voltage and frequency in ambient air temperature of 40 degrees C.
- B. The frame, brackets, and conduit box shall be constructed of cast iron.
- C. Motors shall be 208 volt, 3 phase, 60 hertz and shall have the horsepower and full load output speed ratings as listed on the plans. The motors shall be non-overloading, without use of the service factor over the full range of performance specified for the pumps driven.

D. Motors shall be as manufactured by U.S. Electrical Motors, Marathon Electric or equal product.

E. Construction:

1. Motors shall be suitable for operation outdoors in moist air with hydrogen sulfide gas present.
2. Motor frames and end shields shall be of cast iron construction of such design and proportions as to hold all motor components rigidly in proper position and provide adequate protection for the type of enclosure employed.
3. The motors shall be of open drip-proof construction. Motors shall have Class "F" nonhygroscopic epoxy sealed insulation limited to Class "B" rise by resistance.
4. Windings shall be adequately insulated and securely braced to resist failure due to electrical stresses and vibration.
5. The shaft shall be made of high-grade machine steel or steel gorging of size and design adequate to withstand the load stresses normally encountered in motors of the particular rating.
6. Stator and rotor cores shall be made of low loss, nonaging electrical sheet steel with insulated laminations. Stator coils shall be random wound and of size, shape, insulation and number of turns required. Coils shall be epoxy sealed after fabrication.
7. Motors shall be equipped with bearings made of AFBMA Standards, and be of ample capacity of the motor rating. Bearing shall be grease lubricated and shall have a minimum B-10 bearing life at 100,000 hours.
8. Nameplates shall be stainless steel. Lifting lugs or "O" type bolts shall be supplied on all motors. Enclosures shall have stainless steel screen and shall be protected from corrosion, fungus, and insects.

F. Installation:

1. Installation shall be in strict accordance with the manufacturer's instructions and recommendations in the locations shown on the drawings. Installations shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be accordance with the manufacturer's recommendations. Anchor bolts shall be set in accordance with the manufacturer's recommendations.

2. All motors shall be connected to the conduit system by means of a short section (18 inch minimum) of weatherproof flexible conduit unless otherwise indicated. For connections for No. 6 A.W.G. and smaller wire size, the Contractor shall furnish flexible conduit with an approved grounding conductor inside the flexible section.
3. For connections of No. 4 A.W.G. or larger wire size, the Contractor shall install a grounding conductor in the conduit and terminate at the motor control center with an approved grounding clamp.

2.05 FLEXIBLE SHAFT COUPLINGS

- A. Flexible couplings shall be heavy duty type, sized.
- B. Each flexible coupling shall be provided with a removable sheet metal coupling guard, not less than 18 gauge. They shall be rigidly supported from the baseplate and fastened to the baseplate with cap screws. Coupling guards shall meet the applicable requirements of OSHA and the Florida Industrial Safety Laws.

2.06 DESIGN REQUIREMENTS - BEDPLATES

- A. Each unit, motor and pump shall be mounted on a continuous steel bedplate. Bedplates shall be designed so as not to exceed the dimensions shown on the drawings.
- B. Each bedplate shall be supplied with sufficient anchor bolts for holding and bedplates in position while installing, leveling, aligning and grouting the units. Anchor bolts shall be sufficiently strong for all stresses which will be imposed on them during the operation of the units.

2.07 SPARE PARTS

- A. The manufacturer shall furnish a complete list of recommended spare parts necessary for the first five (5) years of operation of the pumping system, which shall include at least the following:
 1. Three (3) sets of high quality packing for each pump supplied.
 2. One (1) complete set of all gaskets required for the assembly of the pump for each pump supplied.
 3. One (1) spare flexible coupling for each pump supplied.
- B. Spare Parts shall be properly bound and labeled for easy identification without opening the packaging and suitably protected for long term storage.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation shall be in strict accordance with respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.
- B. Pump bases shall be leveled and rigidly and accurately anchored into position, and all necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor. Anchor bolts shall be set by the Contractor in accordance with the manufacturer's recommendations.

3.02 FIELD PAINTING

- A. Field painting is specified under Section 9, Painting. The primer and paint used in the shop shall be products of the same manufacturer as the field paint to assure compatibility.
- B. All nameplates shall be properly protected during painting.

3.03 INSPECTION AND TESTING

- A. After all pumps have been completely installed, the Contractor shall conduct, in the presence of the Engineer, such field tests as are necessary to indicate that pump efficiency and discharge conform to the Specifications. Field tests shall include all pumps included under this Division. The Contractor shall supply all oil, grease, electric power, water or wastewater and all other material necessary to complete the field tests.
- B. If the pump performance does not meet the Specifications, corrective measures shall be taken by the Contractor, or pumps shall be removed and replaced with pumps which satisfy the conditions specified.

END OF SECTION

SECTION 15050
PIPING MATERIALS, DESIGNATION AND TESTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section specifies the pneumatic, hydrostatic, and leakage testing of piping and acceptable piping materials for each application. The piping designations (mark) are also indicated.
- B. Testing Records:
 - 1. Provide a record for each piping installation during the testing. These records shall include:
 - a. Date of test.
 - b. Identification of pipeline tested or retested including designation.
 - c. Identification of pipeline material.
 - d. Identification of pipe specifications.
 - e. Test fluid.
 - f. Test pressure.
 - g. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - h. Certification by Contractor that the leakage rate measured conformed to the specifications.
 - i. Signature of Engineer's representative witnessing pipe test.
 - 2. Submit the test records to the Engineer's representative upon completion of the testing.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Testing fluid shall be water unless a pneumatic test for air or chemical systems is indicated on the Piping Pressure Test Schedule.

2.02 MATERIALS AND EQUIPMENT

- A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic and pneumatic testing.

PART 3 - EXECUTION

3.01 TESTING AND PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct hydrostatic and pneumatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.
- C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes.
- D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, special flanges, or blind flanges. After the new line has been successfully tested, remove caps or flanges and connect to the existing pipe.
- E. Conduct hydrostatic tests on buried pipe after the trench has been completely backfilled. The pipe may be partially backfilled and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.
- F. Testing of piping under structures shall be completed prior to beginning construction of the structure. In the case of concrete encased piping, the pressure test shall be conducted after the concrete encasement has been placed and cured, but prior to beginning construction of any structure above the piping.

3.02 INSPECTION AND TESTING

- A. Hydrostatic Testing of Aboveground or Exposed Piping: Open vents at high points of the piping system to purge air while the pipe is being filled. Subject to piping system to the test pressure indicated. Maintain the testing pressure for a minimum of two hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show no leakage or weeping. Correct leaks and retest until no leakage is obtained. Test pressure shall be 150 psi for water unless otherwise specified.
- B. Hydrostatic Testing of Buried Piping:
 - 1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been poured. When testing mortar lined or PCCP piping, fill the pipe to be tests with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.
 - 2. Apply and maintain the test pressure by means of a hydraulic force pump. Maintain the

test pressure for a minimum duration of two hours. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage rate is defined by the formula.

$$L = \frac{ND(P)}{7400}^{1/2}$$

in which:

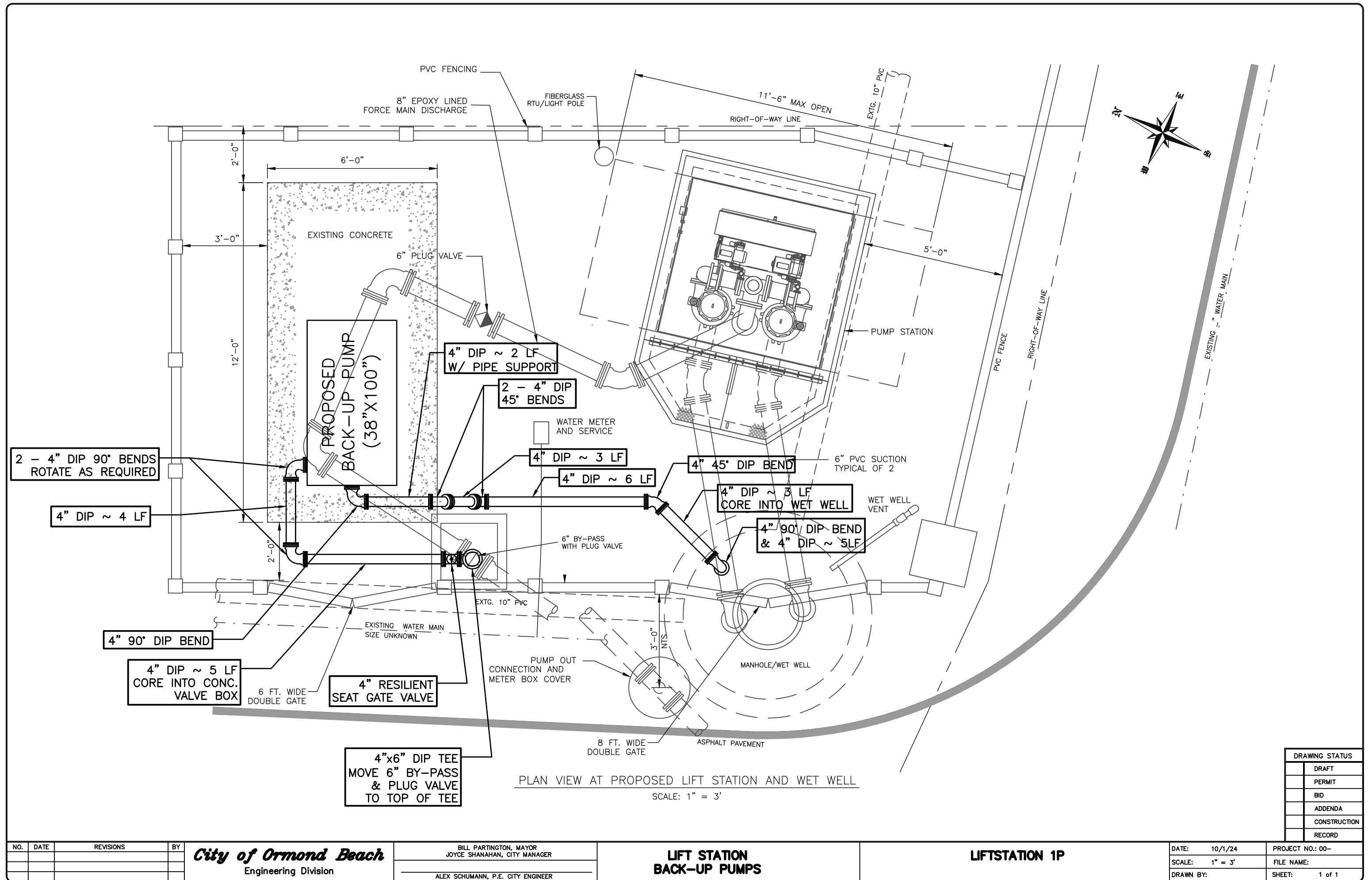
- L = allowable leakage (gallons/hour) during the test period.
- N = number of rubber gasketed joints in the pipe tests
(zero for flanged or welded pipe)
- D = diameter of the pipe (inches)
- P = specified test pressure (psig)

3. Repair and retest any pipes showing leakage rates greater than that allowed in the above formula.

C. Pneumatic Testing:

1. Test Pressure: As shown in the Specifications, or 150 psi.

END OF SECTION



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

**LIFT STATION
BACK-UP PUMPS**

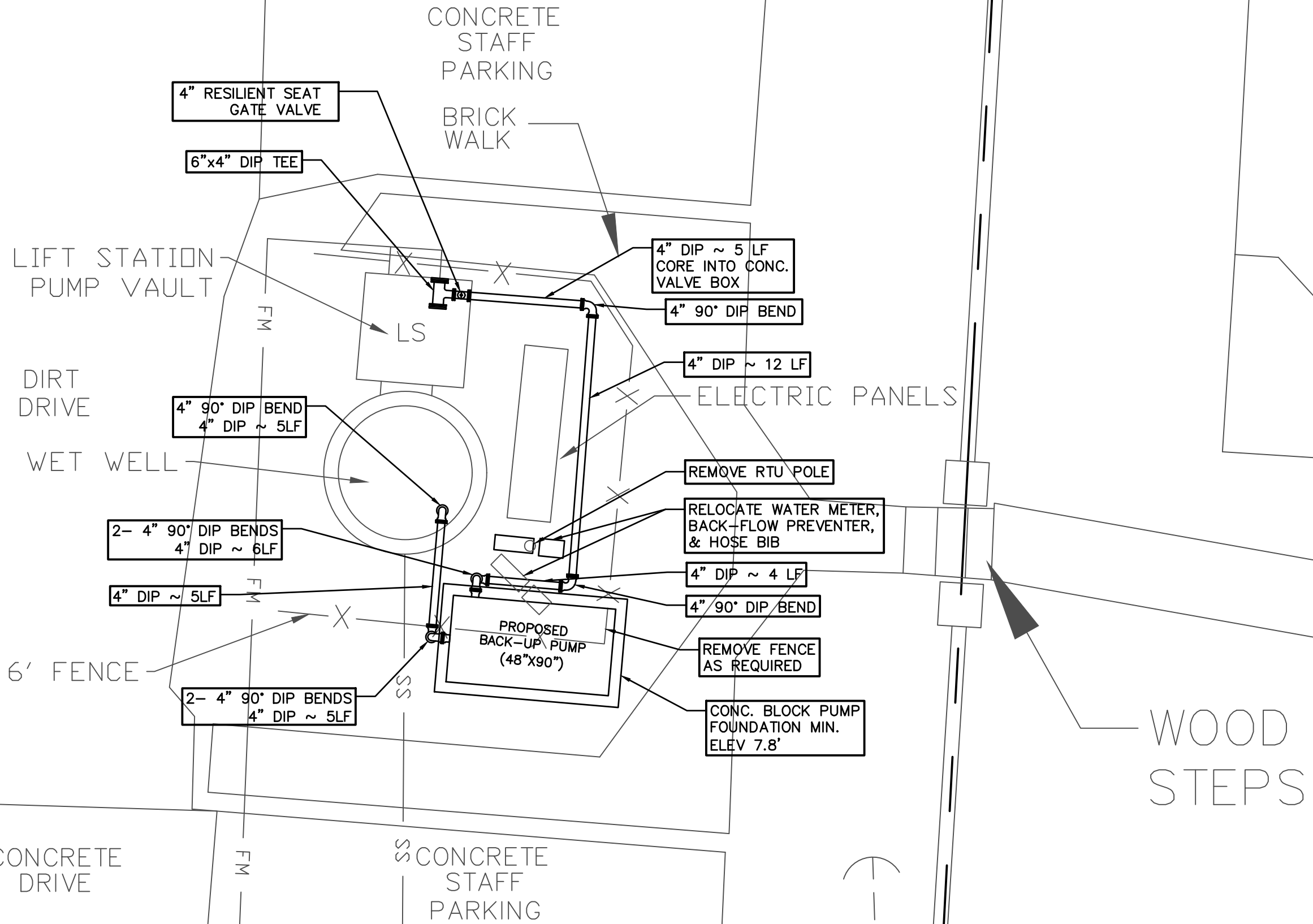
LIFTSTATION 1P

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

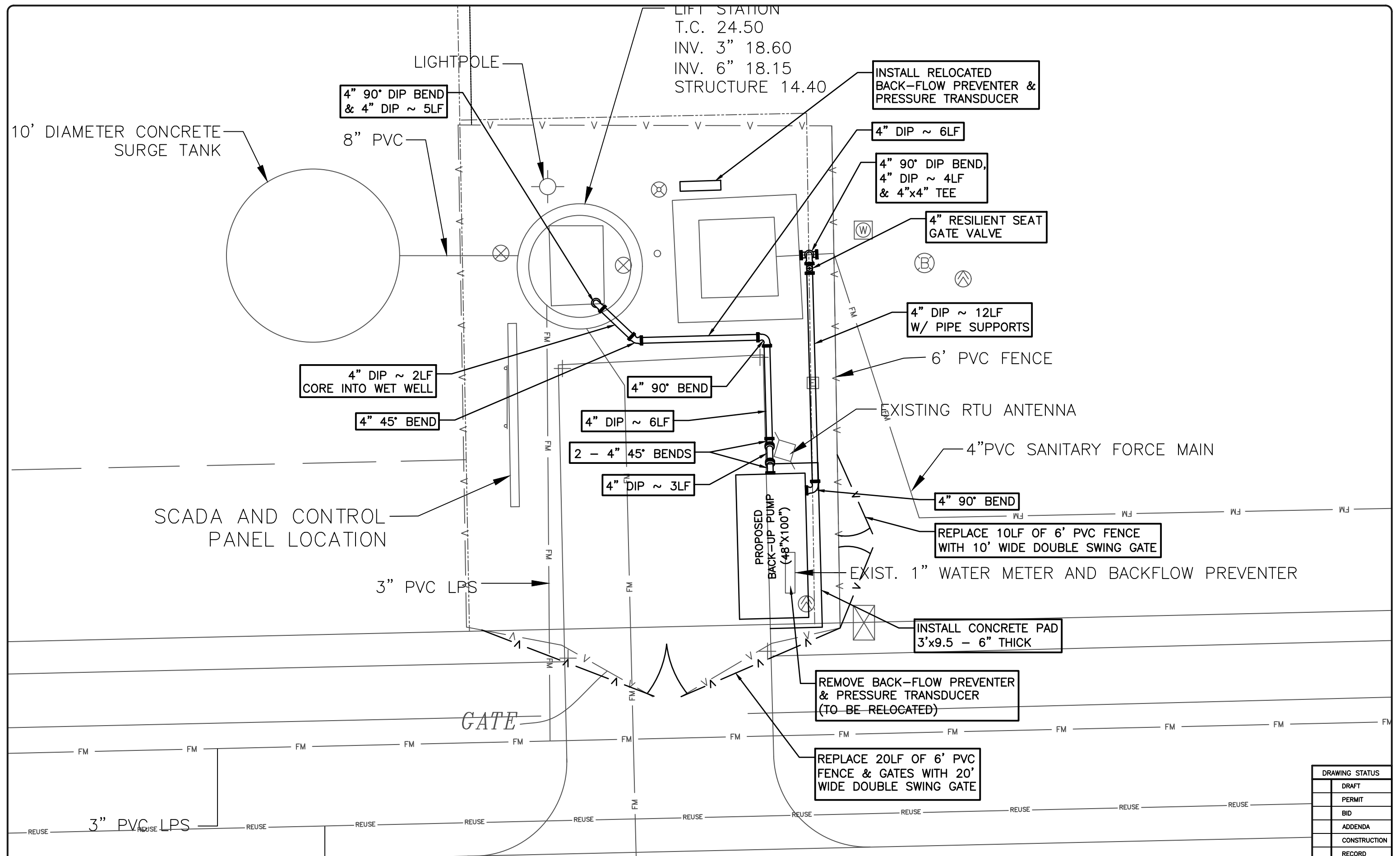
ALEX SCHUMANN, P.E. CITY ENGINEER

**LIFT STATION
BACK-UP PUMPS**

LIFTSTATION 2M

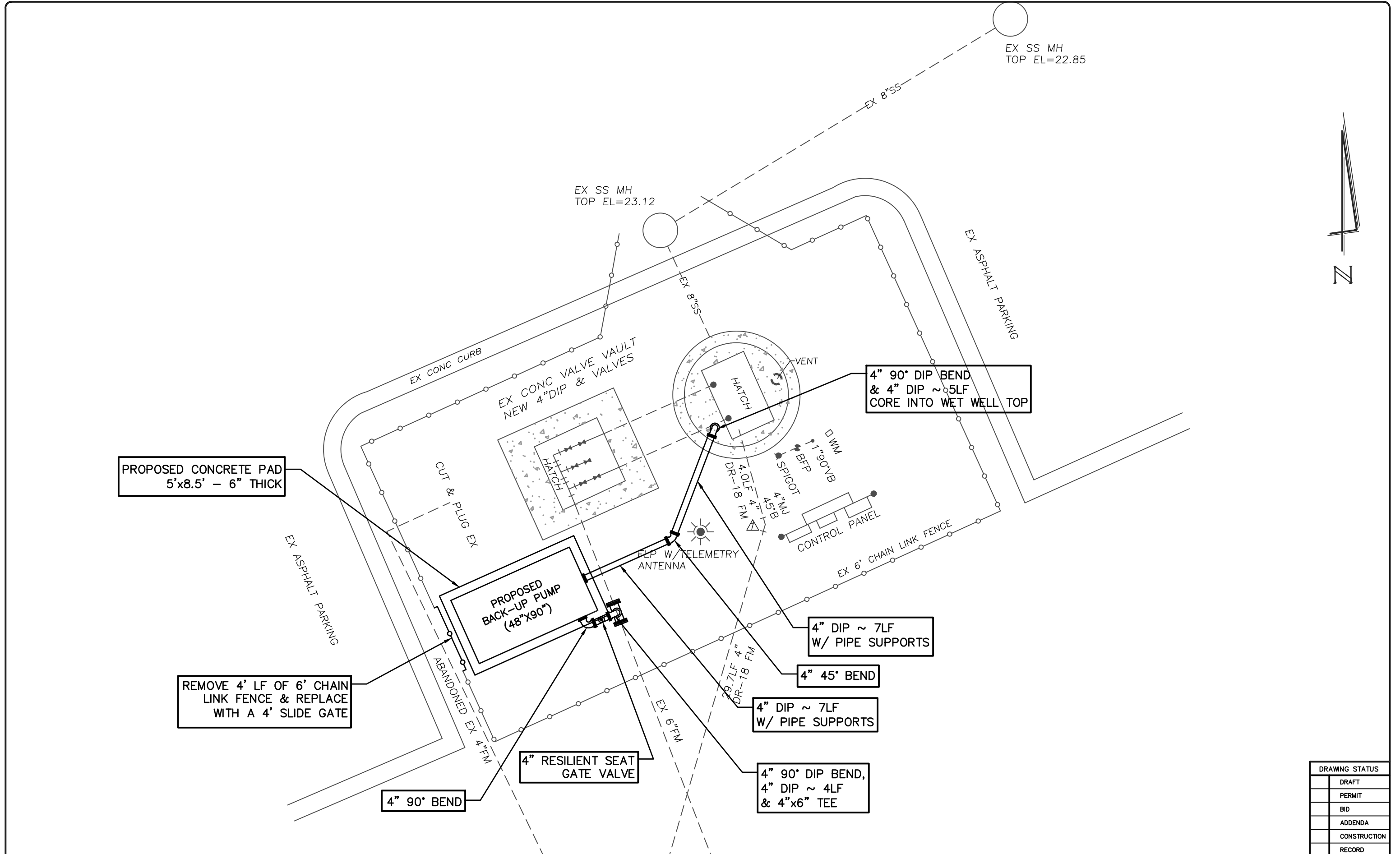
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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	LIFT STATION BACK-UP PUMPS	LIFTSTATION SADDLERS RUN	DATE: 1/25/23	PROJECT NO.: 00-
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					ALEX SCHUMANN, P.E. CITY ENGINEER			DRAWN BY:	SHEET: 1 of 1

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NO.				DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER		LIFT STATION BACK-UP PUMPS LIFTSTATION WALMART		DATE: 10/1/24 SCALE: 1" = 5' DRAWN BY:		PROJECT NO.: 00- FILE NAME: SHEET: 1 of 1	

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City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Intent to Bid - Water Reclamation Facility Biosolids Treatment and Disposal Services		
Summary:	This item provides public notice for the City's intent to issue an invitation to bid for the Water Reclamation Facility (WRF) Biosolids Treatment and Disposal Services, Bid No. 2025-20. During the treatment process at the City's WRF, solids must be collected and disposed. The proper management of biosolids in accordance with federal and state regulatory guidelines is an essential element of wastewater treatment plant operations. On May 12, 2020, the City Commission approved Resolution 2020-47, establishing a contract with Merrell Bros for a period of 5 years. This project is being advertised with the intent of establishing a new contract prior to the existing contract expiring.		
Financial Impact:	This service and expense is currently budgeted in Fund 401 - Water/Wastewater Operating Fund 401, with an anticipated yearly expense of \$400,000 based on recent years.		
Citizen Impact:	Proper disposal of biosolids and waste products from the WRF is essential for the City to meet permit requirements and minimize environmental impacts. No additional traffic impacts to the surrounding area are anticipated.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the WRF Biosolids Treatment and Disposal Services project for competitive bidding, unless otherwise directed.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 2025-20 Project Manual Wastewater Biosolids Treatment and Disposal Services BID Docs	
Approval:	Kelly McGuire, Finance Director	1/9/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/13/2025



City of Ormond Beach

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **WRF Biosolids Treatment and Disposal Services**
BID NUMBER: **2025-20**
BID OPENING DATE & TIME: **February 26, 2025 at 3:00 PM**
BID OPENING LOCATION: **Training Room, Ormond Beach City Hall 22 S. Beach Street**
PRE-BID MEETING DATE & TIME: N/A
PRE-BID MEETING LOCATION: N/A

Bids Received After the Above Date and Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

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

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the items furnished under the Bid shall be covered by the most favorable commercial warranty for comparable items, 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 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 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 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).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

GENERAL INSTRUCTIONS:

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

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by phoning (386) 676-3223 or e-mailing rob.hart@ormondbeach.org. The deadline for questions is 2/21/2025, 4:00 PM.

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

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

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

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

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

Terms of Agreement:

The initial term of this Agreement shall be for a period of three **(3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach, Florida is soliciting bids with the intent to establish a contract for the transportation and disposal of domestic wastewater biosolids produced 7 days a week, 24 hours per day at their water reclamation facility located at 550 North Orchard Street in Ormond Beach. Bidder to transport this material to a Florida Department of Environmental (FDEP) permitted Residuals Management Facility (RMF) owned/leased and operated by the bidder for treatment to minimum Class AA standards and ultimate disposal according to state and federal standards.

MINIMUM QUALIFICATIONS

Bidder shall own or lease and operate a Residuals Management Facility (RMF) to treat municipal biosolids to a minimum Florida Class AA standards. The RMF facility shall operate under permits from the FDEP. As a licensed treatment facility contractor becomes the "generator" of the final treated product, and thus the City is not required to treat to any other FDEP requirement, i.e., no requirement for digestion, SOUR test, etc. The contractor is the responsible party to comply with Florida Statutes 62-640 Domestic Wastewater Residuals. Specifically 62.640.300 Permit Requirements, which states, "(5) Responsibility for Treatment and Proper Use. (b) A source facility permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility permittee has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application."

It is the intent for the successful bidder to meet the revised Florida Statutes 62-640 Biosolids Regulations.

The bidder shall own or be the sole lessee of the transportation equipment utilized in the performance of this contract. The equipment shall have the company name prominently displayed.

The bidder shall provide competent, suitable, qualified personnel to perform the work as required by the Contract documents. The bidder shall at all times, maintain good discipline and order at the site and shall not interfere with City operations.

The bidder shall furnish all equipment, labor, transportation, tools, and all other incidentals necessary for the execution of the Contract.

The bidder shall supply a minimum of two large capacity, leak proof trailers to provide a minimum of 48 cubic yards of trailer storage capacity at the plant site each weekday.

The bidder shall provide certified tare and net weight slips from a certified scale for each load being disposed of and of which billing to the client will be based upon. Scale certifications shall be provided to the client annually or as scales are state certified. Use of trailer tare weights for billing is strictly prohibited. Trailers shall be empty, clean and free of odors and vectors when dropped at the WRF.

Bidder agrees to obtain and maintain in good standing, all necessary local, regional, State and Federal permits and licenses required to transport, treat, and dispose of wastewater biosolids. and provide copies of said permits to the City of Ormond Beach with the bid package. When permits are renewed, copies shall be provided to the city within 30 days of issuance. In the event that the contractor fails to keep any required permits active resulting in the city being forced to dispose of the biosolids with an alternative vendor, then the contractor shall be responsible to remit the city any increases in disposal cost.

Bidder must have performed a minimum of 3 years of successful operation within the state of Florida.

TRANSPORTATION AND DISPOSAL

The bidder shall provide transportation for biosolids from the water reclamation facility located at 550 North Orchard Street to the contractor's treatment site(s). Trailers of sufficient capacity shall be provided by the contractor and staged at the plant for loading by City personnel. Transporting equipment shall be readily movable by the City personnel to facilitate loading and subject to City approval. Bid price for transporting biosolids shall include all costs, including staging/loading time, licensed drivers, insurance and all applicable permits for over-the-road hauling. Bid price shall include transportation, biosolids treatment to minimum Class AA standards and disposal. The contractor agrees that biosolids removal operations will not be halted due to transportation problems. Contractor will have alternative equipment or operations in place to prevent these types of delays. Contractor accepts responsibility for the biosolids after the city loads the material into contractor's trailers for transportation to the RMF.

Bidder agrees to be responsible for any costs that may occur due to contractor not being able to accept and process biosolids at primary RMF. Contractor shall be responsible for locating alternative disposal sites and FDEP permitting to include them in the plant operating permit. Additional costs incurred for alternative disposal shall be the contractor's responsibility.

The bidder agrees to responsibly remove trailers holding biosolids at the water reclamation facility (WRF) within a two-day holding period, to eliminate nuisance odor complaints/conditions at the site. The bidder agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being retained and/or stored more than two days at the WRF site.

The bidder shall be responsible for all surcharges that may be imposed by the County or State for violations pertaining, but not limited to, transporting, treatment and disposal of biosolids.

Bidder agrees to accept biosolids on a 365-day per year basis, as directed by the City of Ormond Beach Chief Operator. Site delivery schedule may include various delivery times, when coordinated in advance by the Chief Operator.

The City designates the Chief Operator as being the representative of the City in all matters regarding biosolids transportation and in coordinating same with the contractor. All biosolids removed from the premises shall be checked by the Chief Operator or designee (s), who will collect and maintain trip/disposal tickets for each load of transported biosolids.

Trip/0 tickets shall be on a form acceptable to the City and FDEP. Tickets shall establish a chain of custody from the City to the contractor's treatment site and include quantities delivered in wet tons.

QUANTITIES:

Bidder and City agree that biosolids production at the City's plant will vary annually, seasonally and monthly. Therefore, the values given below for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period. Biosolids are thickened to an average 20% dry solids by weight by a centrifuge and loaded into an open trailer by a conveyor belt. The potential biosolids production during the period of this agreement is approximately 16 wet tons per day (estimated annual biosolids production 5,500 wet tons). Dewatered biosolids shall range from 18 to 24 percent dry solids by weight, with an average of approximately 20 percent. The Contractor must also be able to accept aerobic undigested biosolids with as low as 1 percent dry solids by weight in emergency situations.

INFORMATION TO BE PROVIDED WITH BIDDER'S SUBMITTAL:

1. Copies of all necessary local, regional, State and Federal permits and licenses required to transport, treat, and dispose of wastewater biosolids.
2. Bidder must submit documentation of 3 years of successful operation within the state of Florida.
3. Proof of ownership or copy of the lease agreement with a licensed residuals management facility.
4. Bidder must submit documentation to assure financial, organizational, and equipment capability to fulfill the scope of the Contract.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. 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.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach Ormond Beach Water Reclamation Facility, 550 North Orchard Street, Ormond Beach, Florida.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)

deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

City of Ormond Beach
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

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:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

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

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

The undersigned as bidder, hereby declares that he/she has carefully examined the specifications for the **WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. This bid constitutes the offer in its entirety. No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.

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

BID SCHEDULE

Base Bid

DESCRIPTION	UNIT	UNIT COST
Biosolids Transportation, Treatment to Class AA Standards and Disposal (18 - 24 % dry solids by weight)	Wet Tons	\$ _____

(Words)

Alternate Bid

DESCRIPTION	UNIT	UNIT COST
Biosolids Transportation, Treatment to Class AA Standards and Disposal (≤ 2 % dry solids by weight)	Gallons	\$ _____

(Words)

The bid basis for the contract award is unit price for wet tons.

City of Ormond Beach

**WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

City of Ormond Beach
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization,
this _____ day of _____, 20____,
by _____ and who:

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

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal



**HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

STATE OF _____ §

COUNTY OF _____ §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of ☐ physical presence or ☐ online notarization on the _____ day of _____, 20____ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of _____

Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

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

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

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.

- (a) 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.
- (b) 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 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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Ormond Shores Park Stormwater Repair		
Summary:	This provides public notice of the City's intent to issue an invitation to bid for the Ormond Shores Park Stormwater Repair, Bid No. 2025-10. The City performs a yearly stormwater construction project to maintain aging infrastructure. The stormwater drainage pipe connected to Ormond Shores Park does not drain properly and has partially collapsed. The proposed project will remediate any collapsed pipe and replace it with a larger sized pipe, thus increasing stormwater drainage capacity. Pipe elevations will also be adjusted to promote increased flow.		
Financial Impact:	This project was budgeted for Fiscal Year 2024-25 in the amount of \$250,000 in Fund 107 - Stormwater Fund.		
Citizen Impact:	Impact to surrounding citizens is expected to be minimal, as work will take place during normal business hours and will not limit access to residents. Construction activities will take place within City Right-of-ways and drainage easements.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to bid the Ormond Shores Park Stormwater Repair project out, unless directed otherwise.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. ORMOND SHORES STORM PIPE REPLACEMENT PLANS 2. Ormond Shores Park Stormwater Repair-Bid Manual		

Approval:	Kelly McGuire, Finance Director	1/10/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/13/2025

CITY OF ORMOND BEACH

ORMOND SHORES PARK STORM WATER REPAIR

BID NO. 2025-10

 = SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET
2	NOTES
3	PLAN, PROFILE, & SECTIONS
4	DETAILS

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

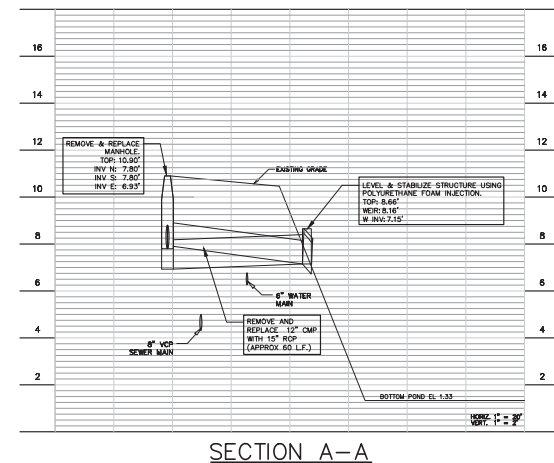
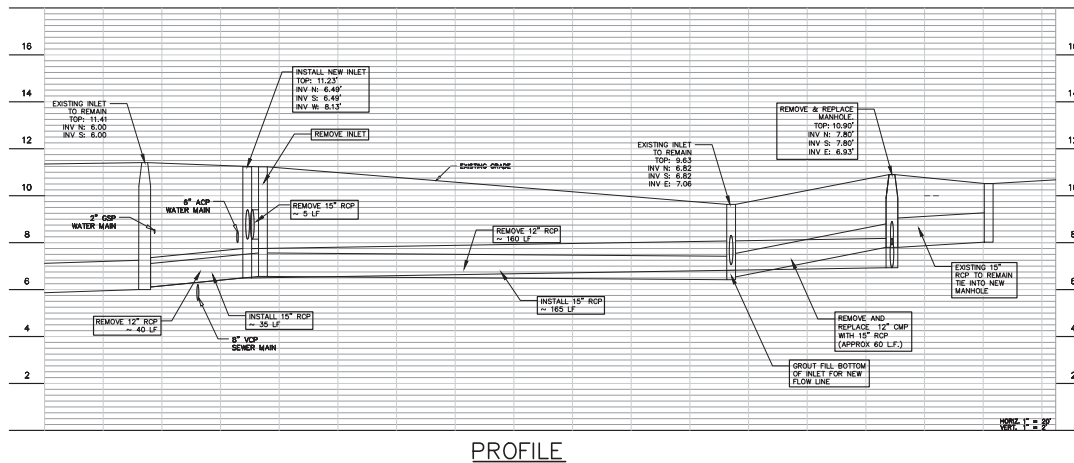
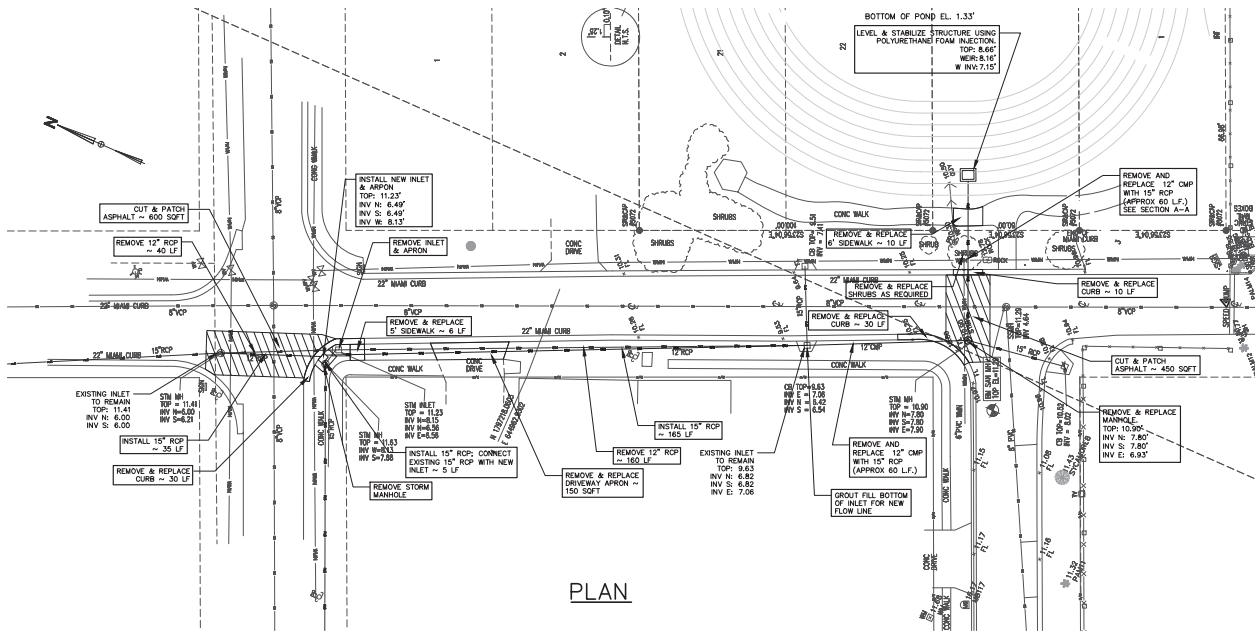
KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

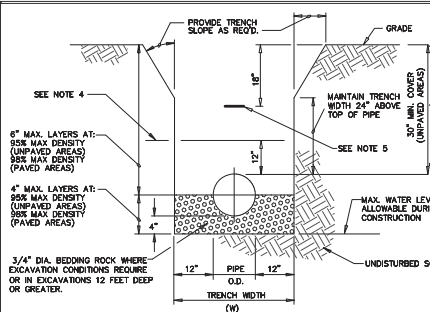
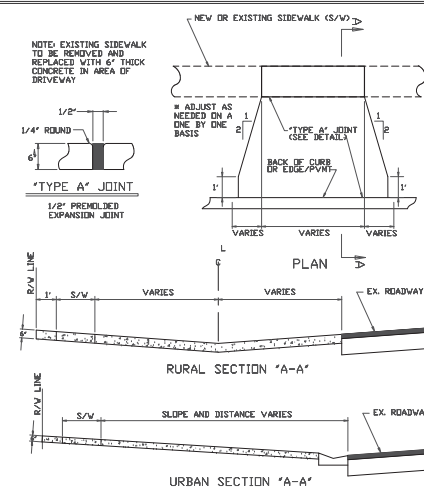
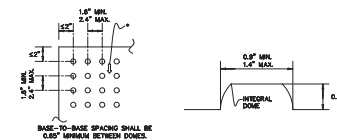
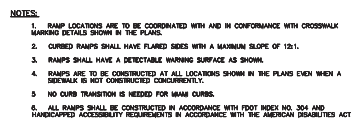
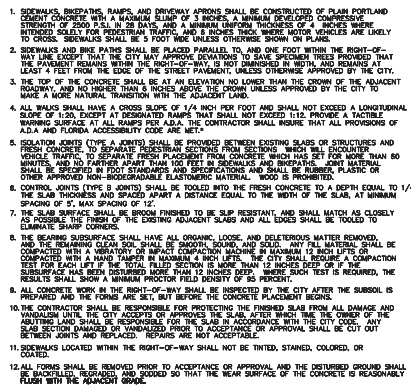
IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONFORMED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED: THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS: - PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RACK AT INTERSECTIONS SHALL BE VIEWED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS "AS BEING" "AS-BUILT" INFORMATION. - ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS, STREET CENTERLINES, AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE ELEVATIONS OF ALL STREETS SHALL BE CLEARLY AND DESIGNED PROFILE SHALL INDICATE ALL STREET CENTERLINES OR "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE. - STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. - STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DEVOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT. - STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. - ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. MANUAALLY RECORDED ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND THE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY SHOW THESE FEATURES TO THE RELEVANT CENTERLINE AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES. - RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS NOTED. THE SIZE OF ALL RETENTION AREAS, MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SLOPE INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLS. - STORM DRAINAGE SHALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET. - ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BAINS, WALLS, FENCING, ETC. WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED. - ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WORK STRUCTURES AND SLOPERS SHALL BE NOTED ON THE "AS-BUILT". THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS: - SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL INVERT AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. - SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC. SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.				- SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARD UPSTREAM MANHOLES. - LEFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN, DEPTH AND LOCATION INCLUDING VALVES SHALL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURRED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED. - CURB CUTS OR METAL TANK USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER MAINS SHALL BE VERIFIED FOR PRECISION AND ACCURACY OF LOCATION. - WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. - WATER VALVES, TESTS, ALL SERVICES, BLOW - OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TIED THEM TO SANITARY SEWER MANHOLES, STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES. THE FOLLOWING INFORMATION IS GENERAL REPRESENTATIONS OF ALL "AS-BUILT" DRAWINGS THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS FOR STANDARD WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY. - WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY REFLECT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO INSURE THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO INSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REPAIRS CAN BE ACCOMPLISHED WITHOUT DISTURBING OTHERS. THE EASEMENT, SUCH INFORMATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF EACH EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF THE EASEMENT DOCUMENTS AND RESTRICTIONS. - SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISOR AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILT" ALONG WITH 1 SET CERTIFIED INFLY AND 1 CD-RW CONTAINING AUTO-CAD FILES AND PDF VERSIONS SHOWING ALL AS-BUILT DETAILS. ALL AS-BUILT SETS SHALL BE CERTIFIED BY A REGISTERED PROFESSIONAL SURVEYOR AND ENGINEER. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND ENGINEER OF RECORD. - INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS. - CAD FILE OF "AS-BUILT" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION, (FLORIDA STATE PLANE). - ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE HEIGHTS, UNITS, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLARITY ESTABLISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION. "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CREDITATION BLOCK FROM THE ENGINEER OF RECORD. NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.				<u>GENERAL NOTES:</u> - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. - NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. - NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. - ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. - ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. - A PRE-PAYING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. - A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. - THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. - 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. - CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. - CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES - SEEDING OR SOODING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. - ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.					
		STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR "AS-BUILT" DRAWINGS	INDEX M-1A MAY 2020			STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS BUILT DRAWINGS	INDEX M-1B MAY 2020			STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		
- CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN. - ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. - DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED. - ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS. - ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL. - BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING. - ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE. - TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT (AASHTO-T180) IN UNPAVED AREAS. - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR. - ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS. - STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT. - STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.				- STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF. - WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE. - MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES: PIPES SIZE (INCHES) LENGTH OF RUN (FEET) 15 150 18 300 24 OR GREATER 400 - ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SOODED. - ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SOODED. - NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB. - CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES. - A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS. - A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS. - POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. - OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SOODED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED. - SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND. - THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.									
		STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1A MAY 2020			STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1B MAY 2020			STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1C MAY 2020		
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division				ORMOND SHORES PARK STORM WATER REPAIR NOTES				DATE: 11/15/2024	PROJECT NO.: 2025-10
				JASON LESLIE, MAYOR JOYCE A. SHANNAHAN, CITY MANAGER				SCALE: 1"=20'				FILE NAME: .DWG	
				ALEX SCHUMAN, P.E. CITY ENGINEER				DRAWN BY: MC				SHEET: 2 OF 4	

DRAWING STATUS	
X	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD



DRAWING STATUS	
X	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	JASON LESLIE, MAYOR JOYCE A. SHANAHAN, CITY MANAGER	ORMOND SHORES PARK STORM WATER REPAIR	PLAN, PROFILE, & SECTIONS	DATE: 11/15/2024 SCALE: 1"=20' DRAWN BY: MC	PROJECT NO.: 2025-10 FILE NAME: .DWG SHEET: 3 OF 4
					ALEX SCHUMAN, P.E. CITY ENGINEER				

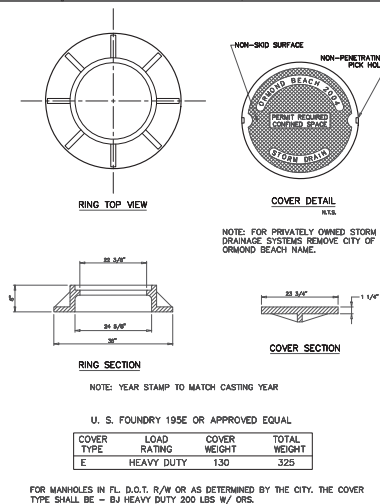
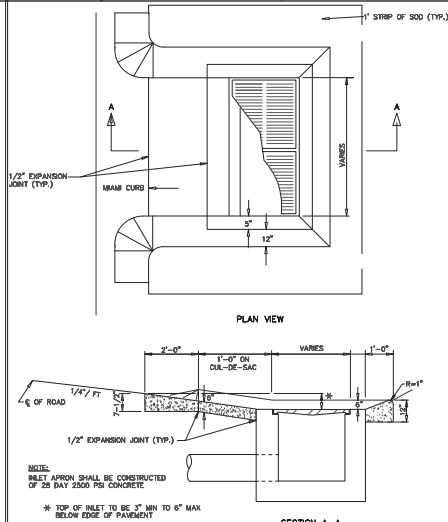
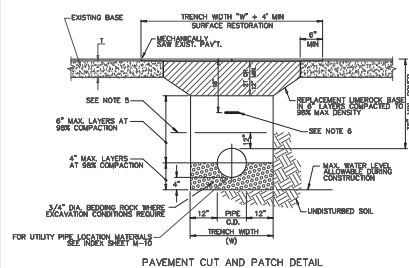


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DRAWING STATUS	
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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

Ormond Shores Park Stormwater Repair

Bid No. 2025-10



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

Ormond Shores Park Stormwater Repair
Ormond Beach, Florida

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Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Ormond Shores Park Stormwater Repair, Bid No. 2025-10** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 26th, 2025 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Removing and replacing approximately 450 LF of Storm piping, Inlets and associated work. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **February 12th, 2025 at 10:00am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 19th, 2025 at 5:00pm**.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefilled with the ENGINEER. In this latter case, the bid shall state that the information has been prefilled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

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

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor's social, political, or ideological interests in making a responsibility determination. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **Ormond Shores Park Stormwater Repair**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-10

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

No.	Item	Qty	Units	Unit Cost	Extension
1	Remove 12" CMP and Replace with 15" RCP	450	LF		
2	Asphalt Cut and Patch	200	SY		
3	Remove Manhole Structure	2	EA		
4	Replace Manhole Structure	1	EA		
5	Remove and Replace Curb	100	LF		
6	Remove and Replace Sidewalk	30	LF		
7	Level and Stabilize Drainage Weir	1	EA		
8	Remove and Replace Driveway Apron	25	SY		
9	Remove and Replace Stormwater Inlet and Apron	1	EA		
10	Hold FPL Utility Pole	1	EA	\$800.00	\$800.00

TOTAL BID

\$ _____
(Figures)

(Words)

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run, and completed within 90 calendar days after the date when the Contract Time commences to run.

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

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

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name: _____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

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

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

COUNTY OF _____

Title: _____

My commission expires: _____

**SECTION 00500
FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2025.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removing and replacing approximately 450 LF of Storm piping, Inlets and associated work.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Ormond Shores Park Stormwater Repair
2025-10**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **90** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time

specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

Ormond Shores Park Stormwater Repair

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of ___ sheets numbered 1 through ___ inclusive and bearing the following general title:

Ormond Shores Park Stormwater Repair

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 15, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Ormond Shores Park Stormwater Repair
Bid No. 2025-10**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Ormond Shores Park Stormwater Repair
Bid No. 2025-10**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2025.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

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

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

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

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

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

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2025, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2025.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **Ormond Shores Park Stormwater Repair
Bid Number 2025-10**

Removing and replacing approximately 450 LF of Storm piping, Inlets and associated work

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Remove 12" CMP and Replace with 15" RCP

Measurement: Measurement under this item shall be furnishing and installing Class III Reinforced Concrete Pipe (RCP) as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnishing and install various size class III reinforced concrete pipe (RCP).

Bid Item No. 2 Asphalt Cut & Patch

Measurement: The quantity to be paid for shall be the number of square yards of cutting and patching completed and accepted. In determining the quantity, the length to be used in the calculation shall be the actual length measured along the surface of the asphalt, and the width shall be the width measured along the surface of the asphalt. The material used for asphalt, base course and sub-base shall be as shown on the plans and approved by the ENGINEER.

Payment: Payment for removing of existing asphalt, base course and sub-grade within the existing driveways and replacing with new asphalt, base course and sub-base, as shown on the Drawings and listed in the bid items, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment necessary to complete the work. Payment shall include full compensation for saw cutting, excavation, and removal, and grading, mixing, compaction, preparation of base course, sub-base and construction of asphalt.

Bid Item No. 3 Remove Manhole Structure

Measurement: Measurement under this item shall be for the removal of complete manhole drainage structure as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to remove the manhole drainage structure. Measurement under this item will be for the number of removed manhole drainage structures as shown on the Drawings and listed in the Bid Form.

Bid Item No. 4 Replace Manhole Structure

Measurement: Measurement under this item shall be for the construction of the number of new Manhole drainage structure as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price per each shall be full compensation for furnishing all plant, labor materials and equipment necessary to construct the manhole drainage structure. Measurement under this item will be for the number of new manhole drainage structures, satisfactorily installed as shown on the Drawings and listed in the Bid Form.

Bid Item No. 5 Remove and Replace Curb

Measurement: Measurement under this item shall be for the removal and proper installation of curbing as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to remove and replace the curbing. Measurement under this item will be for the linear feet of removed and replaced curbing as shown on the Drawings and listed in the Bid Form.

Bid Item No. 6 **Remove and Replace Sidewalk**

Measurement: Measurement under this item shall be for the removal and proper installation of sidewalk as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to remove and replace the sidewalk. Measurement under this item will be for the linear feet of removed and replaced sidewalk as shown on the Drawings and listed in the Bid Form.

Bid Item No. 7 **Level and Stabilize Drainage Weir**

Measurement: Measurement under this item shall be for the leveling and proper stabilization of the drainage weir as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to stabilize the drainage weir.

Bid Item No. 8 **Remove and Replace Driveway Apron**

Measurement: Measurement under this item shall be for the removal and proper installation of the driveway apron as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to remove and replace the driveway apron. Measurement under this item will be for the square yards of removed and replaced driveway apron as shown on the Drawings and listed in the Bid Form.

Bid Item No. 9 **Remove and Replace Stormwater Inlet and Apron**

Measurement: Measurement under this item shall be for the removal and proper installation of the Stormwater Inlet and Apron as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price shall be full compensation for furnishing all plant, labor materials and equipment necessary to remove and replace the Stormwater Inlet and Apron.

Bid Item No. 10 **Hold FPL Utility Pole**

An allowance is established to reimburse costs associated with having FPL remove and replace the power pole on the site, such that it is outside the construction area. ***Allowance to be used only upon prior, written approval from the City/Owner.*** This work will be paid at actual cost for invoices associated with this item.

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

01740-2

SECTION 02010 SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A soils investigation report has been prepared for the site of this work by _____, hereafter referred to as the Soils Engineer. The soils investigation report has been included as an appendix to these documents.

This report was obtained only for the Engineer's use in design and is not a part of the Contract Documents. The report is available for bidder's information, but is not a guarantee of subsurface conditions.

1.02 QUALITY ASSURANCE

Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the Owner.

Soils Engineer will be retained by the Owner to observe performance of work in connection with excavating, trenching, filling, backfilling and grading.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### **A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in**

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02605
PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment required and install precast concrete stormwater manholes, stormwater structures, frames and covers, access hatches, manhole rungs, ladders and appurtenances as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Excavation and backfill is included in Section 02220 and 02222.
- B. Drainage structures and piping are included in Section 02720.

1.03 SUBMITTALS

- A. Submit to the ENGINEER, in accordance with Section 01300, shop drawings, product data, materials of construction, and details of installation. Submittals shall include at least the following:
 - 1. Base sections, riser sections, eccentric and concentric conical top sections, flat slab tops, grade rings with notarized certificate indicating compliance with ASTM C478.
 - 2. Pipe connection to manhole.
 - 3. Manhole rungs, including method of installation and notarized certificate indicating compliance with pull-out resistance test specified herein.
 - 4. Manhole frame and cover with notarized certificate indicating compliance with ASTM A48, Class 30.
 - 5. Method of repair for minor damage to precast concrete sections.
 - 6. Building brick with notarized certificate indicating compliance with ASTM C62.
- B. Samples
- C. Design Data
 - 1. Precast concrete structures:
 - a. Six copies of sectional plan(s) and elevations showing dimensions and reinforcing-steel placement.
 - b. Six copies of structural calculations including assumptions.

- c. Six copies of concrete design mix.

D. Test Reports

1. Precast concrete structures:

- a. Six copies of concrete test cylinder reports from an approved testing laboratory certifying conformance with this Section.

E. Certificates

F. Manufacturers Installation (or Application) Instructions

G. Statement of Qualifications

H. Manufacturer's Field Report

I. Project Record Documents

J. Operation and Maintenance Data

K. Warranties

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM A48 - Standard Specification for Gray Iron Castings.
2. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).
4. ASTM C33 - Standard Specification for Concrete Aggregates.
5. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
6. ASTM C 150 - Standard Specification for Portland Cement
7. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes
8. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
9. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections

10. ASTM D4101 - Standard Specification for Propylene Plastic Injection and Extrusion Materials.

B. American Concrete Institute (ACI)

1. ACI 318 - Building Code Requirements for Reinforced Concrete

2. ACI 350R - Environmental Engineering Concrete Structures

C. American Association of State Highway and Transportation Officials (AASHTO)

1. Standard Specifications for Highway Bridges

D. Occupational Safety and Health Administration (OSHA)

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.

C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 PRODUCTS

2.01 GENERAL

A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and

manufacturer's service.

- C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.
 - 1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.
 - 2. Base, riser and transition top sections shall have tongue and groove joints.
 - 3. Sections shall be cured by an approved method.
 - 4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.
 - 5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.
 - 6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
 - 7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.
 - 8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

- A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.
- B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.
- C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.
- D. Design Criteria
 - 1. Precast concrete

- a. Minimum compressive strength shall be 5,000 psi at 28 days.
 - b. Maximum water-to-cement ratio shall be 0.40 by weight.
 - c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.
2. Manufactured products
- a. Conform to ACI 318 and ACI 350R.
 - b. Analyze walls and slabs using accepted engineering principals.
 - c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".
 - d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.
 - e. Cast base slab and walls together to form a monolithic base section.
 - f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.
 - g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.
 - h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.
 - i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.
 - j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.
 - k. Provide lifting hooks for top slab.
 - 1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.
 - m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.
 - 1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
 - 2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.
- B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.
- C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

- A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.
- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 PIPE CONNECTIONS TO MANHOLE

- A. Connect pipe to manhole in the following ways:
 - 1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.
 - 2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.
 - 3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.07 DAMPPROOFING

- A. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.
2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.
 - a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.
4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.
5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.
7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Manhole Rung Installation

1. Aluminum Manhole Rungs

- a. Grout aluminum manhole rungs into precast sections, on 12-in centers. Preform holes in riser and cone sections for rungs during casting. Holes for rungs shall be 1-1/8-inch in diameter and a minimum of 3-1/2-in deep.
- b. Grout rungs into precast sections immediately after casting and placing in the curing area, or immediately after coring holes for manhole rungs into base section. Fill holes with grout consisting of Portland Type II cement and mortar sand in a 1 to 1/2 ratio mixed to a putty consistency.
- c. Paint those parts of the rungs which are embedded with a heavy coating of zinc chromate or other approved paint.

2. Steel Reinforced Polypropylene Plastic Manhole Rungs

- a. Preform holes for manhole rungs during casting of the riser and cone sections, using tapered form pins specifically made for preforming manhole rung holes.
- b. Drive manhole rungs into preformed holes after concrete has developed a compressive strength of 3,000 psi.
- c. Alternatively, cast manhole rungs into riser and cone sections when concrete is placed.
- d. Drilling holes for manhole rungs may be used to accommodate field conditions when approved by the ENGINEER. Drill holes of diameter, spacing and depth required by manhole rung manufacturer.

3. Pull-out resistance test

- a. All manhole rung installation methods shall withstand a pull-out resistance test of 1,500 pounds.

D. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.
2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to

sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

E. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

F. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

- A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:
- B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.
- C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.
- D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.
- E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.
2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02611
REINFORCED CONCRETE PIPE FOR GRAVITY SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section covers materials and methods of installation of Reinforced Concrete Pipe for non-pressure or gravity service in Piped Utility Systems.

1.02 HANDLING AND STORAGE

- A. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- D. Inspection:
1. Pipe and appurtenances shall be inspected at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

PART 2 - PRODUCTS

2.01 ROUNDED PIPE

- A. Pipe shall be cast vibrated, machine-made or flat bed concrete pipe that is designed, manufactured, cured, tested and marked in accordance with the requirements of ASTM Designation C-76. Pipe shall be equivalent to Class III, unless otherwise noted on plans, and Wall B or C of the proper strength for the depth of cover required. Pipe shall be manufactured in lengths no longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions of structures will be permitted. Pipe with elliptical reinforcing shall be adequately marked to prevent improper placement in the trench. Lift holes or eyes may be provided in each pipe for the purpose of handling.

- B. Joints shall be of either a bell and spigot or double spigot and sleeve design using round rubber gaskets. The joint shall be so designed and fabricated that when the pipe is laid it shall be self-centering, and when the joint completed, the gasket will be enclosed on all four surfaces. The gasket shall not be required to support the weight of the pipe, but shall keep the joint tight under all normal conditions of service, including expansion, contraction and earth settlement.
- C. Joints and gaskets shall conform to the requirements of ASTM C443.

2.02 ELLIPTICAL PIPE

- A. Pipe shall be cast vibrated, machine made or flat bed elliptically shaped concrete pipe designed, manufactured, cured, tested and marked in accordance with ASTM C507.
- B. Pipe shall be of the proper strength for the depth of cover involved and shall be manufactured in lengths not longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions with structures will be permitted.
- C. Pipe designed for placement with the major axis horizontal shall be designated as "Vertical Elliptical" and shall be so marked.
- D. Joints for elliptical pipe shall be cold adhesive, pre-formed plastic gaskets conforming to Standard Specifications for Road and Bridge Construction of Florida Department of Transportation, Section 942, paragraph 942-2.

2.03 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

PART 3 - EXECUTION

3.01 UNDERGROUND STRUCTURES AND CONFLICTS

- A. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structure, alignment and grade shall be adjusted as necessary, with the approval of the Engineer to provide clearance as required by federal, state or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

3.02 ALIGNMENT AND GRADE

- A. The pipelines shall be laid and maintained to the lines and grades established by the drawings and specifications, with manholes, service connections, fittings, and appurtenances at the required locations unless otherwise approved by the Engineer.

3.03 TRENCH CONSTRUCTION

- A. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified. Trenches shall be of such extra width, when required, to permit the placement of timber supports, sheeting, bracing and appurtenances.
- B. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.
- C. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe for pipe sizes 24-inches or smaller, and 9-inches for pipe sizes 30-inches and larger. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formation containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.
- D. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- E. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

- F. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.
- G. Pipe cutting for the insertion of fittings, or closure pieces shall be done in neat, workmanlike manner without creating damage to the pipe or lining.

END OF SECTION

**SECTION 02720
DRAINAGE STRUCTURES AND PIPING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of drainage structures and piping is shown on the drawings.
- B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.

Section 02222 - Trenching, Backfilling and Compacting.

Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

- A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.
- B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

- A. All material shall be new and unused.
- B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.
- C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.
- D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.
- E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

- B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.
 - 1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.
 - 2. Base, riser and transition top sections shall have tongue and groove joints.
 - 3. Sections shall be cured by an approved method.
 - 4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.
 - 5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.
 - 6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
 - 7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.
 - 8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

- A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.
- B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.
- C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

- a. Minimum compressive strength shall be 5,000 psi at 28 days.
- b. Maximum water-to-cement ratio shall be 0.40 by weight.
- c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

- a. Conform to ACI 318 and ACI 350R.
- b. Analyze walls and slabs using accepted engineering principals.
- c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".
- d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.
- e. Cast base slab and walls together to form a monolithic base section.
- f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.
- g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.
- h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.
- i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.
- j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.
- k. Provide lifting hooks for top slab.
 - 1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.
- m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.
 - 1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
 - 2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.
- B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.
- C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

- A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.
- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

- A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2" raised letter identification: "Storm Sewer" cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

- A. Connect pipe to manhole in the following ways:
 - 1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.
 - 2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

- A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

- A.. Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

- B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

- a. Advanced Drainage Systems (ADS), Inc.
- b. Hancor, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.
2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

- a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.
4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.
5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.
7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.
2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

- A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:
- B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.
- C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.
- D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.
- E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.
2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02930 GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of grassing consists of supplying and planting grass seed and/or sod in the locations shown on the drawings and in those areas where construction activity has damaged or destroyed the ground cover.
- B. The grassing work shall include, but not be limited to, supplying all labor, materials, and equipment necessary to perform seeding, sodding, fertilizing, liming when specified, mulching, watering, mowing, and clean-up.

1.02 QUALITY ASSURANCE

- A. Seeds shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State laws.
- B. The Engineer/Architect reserves the right to test, reject or approve all materials before application.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages will not be accepted.
- B. Deliver fertilizer in water proof bags showing weight, chemical analysis, and name of manufacturer.
- C. The Contractor shall, at the time of delivery, furnish the Engineer/Architect invoices of all materials received in order that the minimum application rate of materials may be determined. Failure to supply invoices at the time of delivery will warrant that payment for those items be delayed until proper submittal of invoices are obtained and the minimum application rates of material can be verified.
- D. Mixtures of different types of seed called for in these specifications shall be mixed in the proper proportions at the site of the work in the presence of the Engineer/Architect or his representative.

PART 2 - PRODUCTS

2.01 SEED

- A. Unless otherwise provided for on the drawings, the Contractor shall conform to the following seed schedule. The total pounds of seed per acre shall be the sum total shown for all the varieties of seed opposite the schedule number.

SEEDING SCHEDULE

<u>Schedule Number</u>	<u>Common Name of Seed</u>	<u>Rate Lbs. Acre</u>	<u>Planting Dates</u>
1.	Pensacola Bahia (scarified)	90	March 15-
	Bermuda Common (50% hulled)	25	October 15
2.	Pensacola Bahia (scarified)	100	October 16 -
	Bermuda Common (50% hulled)	35	March 14
	Annual Rye Grass	10	
	Rye Grain	30	

- B. The Bermuda seed shall be an equal mixture of hulled and unhulled seed.
- C. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent.
- D. Quick-growing type grass seed shall be a species approved by the Engineer/Architect which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass.

CHOOSE TYPE OF SOD AS APPROPRIATE.

A. FOR PROJECTS INVOLVING COUNTY OR DEPARTMENT OF TRANSPORTATION (DOT) ROAD RIGHTS-OF-WAY, SPECIFY EITHER PENSACOLA BAHIA OR ARGENTINE BAHIA. GENERALLY DOT SPECIFIES PENSACOLA; HOWEVER, ARGENTINE IS LESS SCRAGGLY AND IS MORE AESTHETICALLY PLEASING.

B. FOR PROJECTS INVOLVING SODDING ADJACENT TO EXISTING GRASS, SPECIFY THE SAME TYPE AS THE EXISTING GRASS.

2.02 SOD

- A. Sod shall be [Centipede] [Pensacola Bahia] [Argentine Bahia] [Bermuda] [St. Augustine] with well matted roots.
- B. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2-inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses.
- D. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.
- E. The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.03 MULCH

A. Dry Mulch:

- 1. Dry mulch shall be straw or hay, consisting of oat, rye, or wheat straw, or of Pangola, Peanut, Coastal Bermuda or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

B. Manufactured Mulch:

- 1. Manufactured mulches may consist of jute, cotton, or other fiber materials, plastic sheeting, netting, chemical adhesive soil stabilizers, or other approved coverings. Manufactured mulch shall only be used when specifically called for on the drawings and shall be as approved by the Engineer/ Architect.

CHOOSE ONE FERTILIZER AS APPROPRIATE. THE APPLICATION RATES THAT ARE INDICATED IN PARAGRAPH 3.02 ARE WRITTEN FOR DOT SPECIFICATIONS WHICH USE A FERTILIZER CHEMICAL DESIGNATION OF 12-8-8. ON APPLICATIONS NOT INVOLVING HIGHWAY RIGHTS-OF-WAY, SPECIFY 16-4-8, 20-5-10, OR THAT DESIGNATED IN A SOIL

ANALYSIS REPORT. ADJUST APPLICATION RATES AS INDICATED IN THE INSTRUCTIONS FOR PARAGRAPH 3.02 OR AS INDICATED ON THE SOIL ANALYSIS REPORT. ANALYSIS OF SOILS MAY BE OBTAINED BY SUBMITTAL OF SAMPLES TO VOLUSIA COUNTY AGRICULTURAL DEPARTMENT 258-7000

2.04 FERTILIZER

- A. The fertilizer shall be a commercial granular type with a chemical designation of [12-8-8] [16-4-8] [20-5-10] []
- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer.
 - 1. At least 50 percent of the phosphoric acid shall be from a normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur.
 - 2. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or container.
- C. Commercial fertilizers shall comply with the State fertilizer laws.
- D. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.05 LIME

- A. Lime shall be agricultural grade, ground limestone minimum 80 percent passing No. 8 sieve, calcium carbonate equivalent minimum 80 percent and shall conform to the requirements of the State Department of Agriculture and Consumer Affairs.

2.06 WATER

- A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream, or municipal water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.07 GRAVEL BED

- A. In the locations shown on the drawings, provide a 3-inch deep bed of river-run gravel of rounded particles ranging in size from 1/2-inch to 2-inches. Gravel shall be as obtained from the vicinity of Montgomery, Alabama, or Chattahoochee, Florida, or equal.
- B. Where gravel is not kept in place by walls or sidewalk, an edging strip shall be used. The edging strip shall be of 1" x 6" cypress, and extend 1/2-inch above the gravel surface.

PART 3 - EXECUTION

3.01 GENERAL

- A. Grassing operations will not be permitted when wind velocities exceed 15 miles per hour. Grassing will be accomplished only when the soil is moist and in proper condition to induce growth. No grassing shall be done when the ground is frozen, unduly wet, or otherwise not in a tillable condition.
- B. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in the spring.

3.02 GRASSING BY SEEDING

A. Sequence of Operations:

- 1. The several operations involved in the work shall proceed in the following sequence: grading, fertilizing (and/or application of lime) and preparation of the ground, spreading of the mulch, seeding, cutting in mulch, and rolling.

B. Preparation of Area to be Seeded:

- 1. The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a depth of 4-inches. The prepared soil shall be loose and reasonably smooth. The area shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations.

THE FOLLOWING APPLICATION RATES ARE APPLICABLE WITH A CHEMICAL DESIGNATION OF 12-8-8 FOR DOT AND COUNTY RIGHTS-OF-WAY. WHEN 16-4-8 CHEMICAL DESIGNATION IS USED, CHANGE THE APPLICATION RATE TO 275 LBS. PER ACRE. WHEN 20-5-10 CHEMICAL DESIGNATION IS USED, CHANGE THE APPLICATION RATE TO 220 LBS. PER ACRE. WHEN FERTILIZER IS APPROVED TO BE APPLIED IN LIQUID FORM, INCREASE THE FREQUENCY OF APPLICATION BY A FACTOR OF 2. APPLICATION OF LIME IS RECOMMENDED ONLY FOR EXTREMELY ACID SOILS.

C. Application of Fertilizer:

1. The fertilizer (and/or lime) shall be spread uniformly in one or more applications as specified below.
 - a. An initial application of 500 lbs. per acre.
2. Unless otherwise directed, a second application of 500 lbs. per acre shall be applied within 90 calendar days after the initial application on projects which have not been accepted prior to this time.
3. Unless otherwise directed, a third application of 500 lbs. per acre shall be applied within 270 to 360 calendar days after the initial application on projects which have not been accepted prior to this time.
4. Lime shall be spread at a minimum uniform rate of 250 lbs. per acre and thoroughly mixed with the soil to a depth of 4-inches.

D. Dry Mulching:

1. Approximately 2-inches, loose thickness, of the dry mulch material shall be applied uniformly over the area to be seeded. After the area has been seeded, the mulch material shall be cut into the soil so as to produce a loose mulched thickness of 3- to 4-inches. Care shall be exercised that the materials are not cut too deeply into the soil.
- E. While the soil is still loose and moist, the seed shall be scattered uniformly over the area to be grassed. The application rates of the various types of seed shall be as described in Paragraph 2.01.

F. Rolling:

1. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled with a cultipacker, traffic roller, or other suitable equipment. At least two trips over the entire area will be required.

G. Watering:

1. The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. The period for maintaining such moisture conditions shall not be less than two weeks after planting.

3.03 GRASSING BY HYDRO-SEEDING

A. General:

1. This method of grassing generally consists of distributing materials over the area to be grassed by spraying a slurry composed of water, seed, fertilizer, and mulch (wood cellulose fiber mulch for hydro-seeding applications).

B. Ground Preparation:

1. The provisions for the preparation of the seeding areas and for the subsequent maintaining of the moisture condition shall be as specified in Paragraphs 3.02 B, C and G.

C. Equipment:

1. Equipment used in hydro-seeding shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide even distribution of the slurry on the various areas to be grassed. The slurry tank shall have a minimum capacity of 1,000 gallons.

D. Application:

1. Wood cellulose fiber mulch shall be applied at the rate of 1,500 lbs. per acre in a mixture of seed, fertilizer, and water. The seed, fertilizer, mulch, and water shall be combined into the slurry tank for distribution of all ingredients in one operation. The materials shall be combined in a manner recommended by the mulch manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified herein. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seed-bed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch fibers to build upon each other until an even coat is achieved.

3.04 SODDING

A. Ground Preparation:

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer as described in Paragraphs 3.02 B. and C.

B. Inclement Weather and Unsuitable Conditions:

1. Sodding shall not be performed when weather and soil conditions are, in the Engineer/Architect's opinion, unsuitable for proper results.

C. Sod Placement:

1. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
2. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.
3. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
4. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
5. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

D. Watering:

1. The sod shall be kept in a moist condition after planting and for the duration of the Contract. Water shall not be applied between the hours of 8:00 A.M. and 4:00 P.M.

3.05 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas and additional seed, fertilizer, and mulch or sod applied to areas where a satisfactory stand of grass has not been achieved.
- B. Immediately prior to final inspection, the Contractor shall mow and remove clippings from the areas grassed under this Contract.

END OF SECTION



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Bid Rejection - Granada Blvd Streetscape Sidewalk Banding Repair		
Summary:	On June 4, 2024, Staff informed the City Commission of their intent to solicit bids for Granada Blvd. Streetscape Sidewalk Banding Repair project. On August 29, 2024, 2 bids were received and opened. The apparent low bidder, Terrascope enterprise Inc of Edgewater, FL, was deemed non-responsive for several reasons including a lack of bid bond and no signatures on the required forms. Additional justification is included in the attached letter from Zev Cohen & Associates. The remaining bid is from Construction Specialties of North Florida. An initial project cost estimate of \$2,500,000 was generated during the design process in 2021 using market costs for similar projects at that time. The remaining low bid from Construction Specialties of North Florida is \$5,952,933, which is \$3,452,933 above allocated funds. Shortly developing the project scope, unanticipated market changes resulted in significant cost increases and required design changes due to the unavailability of the selected whole, unbleached, coquina shell material. Based on these factors, staff recommends that all bids be rejected, and that a revised project proposal, using more traditional construction methods to reduce project complexity, attract more contractors, and reduce the overall cost, be brought to the City Commission for consideration.		
Financial Impact:	There is no immediate financial impact associated with rejecting all bids. Staff will explore options to modify the project design and limit costs to the previous cost estimate of \$2,500,000.		

Citizen Impact:	Rejecting the bids of the Granada Blvd. Streetscape Sidewalk Banding Repair project and redesigning the project to increase the number of prospective bidders and reduce project costs supports more efficient use of City funds while still achieving the needed improvements to the Granada Blvd. sidewalks.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to reject all bids received for the Granada Blvd. Streetscape Sidewalk Banding Repair project, Bid No. 2024-33, unless otherwise directed.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. BID 2024-33 Signed bid tab 2. Terrascape Bid 3. Construction Specialties of North Florida Bid 4. Zev Cohen 7 Associates Letter	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/9/2025 1/10/2025 1/13/2025

**SECTION 00300
BID**

CONTRACTORS NAME Terra-scape Enterprises, Inc. LICENSE NO. 200712180021

PROJECT IDENTIFICATION: **GRANADA BLVD. STREETSCAPE BANDING REPAIR**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-33

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>DOWNTOWN DISTRICT BID SCHEDULE</u>					
ITEM No.	Description	Qty	Unit	Unit Cost	Amount
1	Mobilization	1	LS	24,682	24,682
2	Test Panel	1	LS		
3	Maintenance of Traffic	1	LS	7,705	7,705
4	Demolition				
	a. Concrete Pavers	15,404	LF	3.58	55,146.32
	b. Concrete Removal	11,459	SF	5.48	62,795.32
5	Install Copper Shellock Shell Paver- 1 5/8" thick	13,381	SF	11.20	149,867
5A	Install Copper Shellock Shell Paver- 1 5/8" thick for bulb out areas	857	SF	11.20	9,598.40
5B	Install Concrete Below Shellock Pavers – 4" thick for bulb out areas	857	SF	9.52	8,158.64
6	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,396	SF	13.72	19,153.12
7	Install Concrete Below Shellock Pavers – 4" thick	13,381	SF	9.52	127,387.12
8	Install Concrete Below Roadlock Pavers – 6" thick	1,396	SF	10.88	15,188.48
9	Install Concrete w/Broom Finish	11,512	SF	9.5	109,364
10	Install ADA Detectable Warning Mat	192	SF	46.00	8,832
11	Install Curbing				
	a. Valley Gutter	17	LF	82	1,394
12	Remove Irrigation	1	LS	5,100	5,100

00300-2

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

13	Restoration	1	LS	5,760	5,760
14	Trash Receptacle's Installation Only	7	EA	75	525
15	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	9,242	9,242
16	Permitting & Allowances	1	LS	40,000	40,000

TOTAL BASE BID (1-16)

\$ 659,898.40
(FIGURES)

Six hundred fifty nine thousand, eight hundred ninety eight and forty
(Words)

UPTOWN DISTRICT BID ALTERNATE 1 SCHEDULE

ITEM No.	Description	Qty	Unit	Unit Cost	Amount
17	Mobilization	1	LS	20,282	20,282
18	Maintenance of Traffic	1	LS	6,537	6,537
19	Demolition				
	a. Concrete Pavers	12,798	LF	3.58	45,816.84
	b. Concrete Removal	7,043	SF	5.48	38,595.64
20	Install Copper Shellock Shell Paver- 1 5/8" thick	10,244	SF	11.20	114,732.80
21	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,641	SF	13.72	22,514.52
22	Install Concrete w/Broom Finish	9,410	SF	9.50	89,395
23	Install Concrete Below Shellock Pavers – 4" thick	10,244	SF	9.52	97,522.88
24	Install Concrete Below Roadlock Pavers – 6" thick	1,641	SF	10.88	17,854.08
25	Install ADA Detectable Warning Mat	107	SF	46.00	4,922
26	Install Curbing				
	a. Type F Curbing	79	LF	55	4,345
	b. Header Curbing	63	LF	55	3,465
27	Remove Irrigation	1	LS	4,000	4,000
28	Restoration	1	LS	5,850	5,850
29	Trash Receptacle's Installation Only	4	EA	75	300
30	Benches Installation Only	2	EA	75	150
31	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	7,679	7,679
32	Permitting & Allowances	1	LS	40,000	40,000

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

TOTAL ALTERNATE #1 (17-32)

\$ 523,961.76
(FIGURES)

Five hundredt housand, nine hundred sixty one and seventy six
(Words)

BEACHSIDE DISTRICT BID ALTERNATE 2 SCHEDULE

ITEM No.	Description	Qty	Unit	Unit Cost	Amount
33	Mobilization	1	LS	19,182	19,182
34	Maintenance of Traffic	1	LS	9,106	9,106
35	Demolition				
	a. Concrete Pavers	19,724	LF	3.58	70,611.92
	b. Concrete Removal	8,944	SF	5.48	49,013.12
36	Install Copper Shellock Shell Paver- 1 5/8" thick	17,587	SF	11.20	196,974.40
37	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,189	SF	13.72	16,313.08
38	Install Concrete Below Shellock Pavers – 4" thick	17,587	SF	9.52	167,428.24
39	Install Concrete Below Roadlock Pavers – 6" thick	1,189	SF	10.88	12,936.32
40	Install Concrete w/Broom Finish	11,187	SF	9.50	106,276.50
41	Install ADA Detectable Warning Mat	116	SF	46	5,336
42	Remove Irrigation	1	LS	4,200	4,200
43	Restoration	1	LS	4,080	4,080
44	Trash Receptacle's Installation Only	6	EA	75	450
45	Benches Installation Only	2	EA	75	150
46	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	11,834	11,834
47	Permitting & Allowances	1	LS	40,000	40,000

TOTAL ALTERNATE #2 (33-47)

\$ 713,891.58
(FIGURES)

Seven hundred thirteen thousand eight hundred ninety one and fifty eight
(Words)

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within **210** calendar days after the date when the Contract Time commences to run, and completed within **240** 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 recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Three Hundred Dollars (\$300.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

Mailing Address: 309 Base Leg Drive, Edgewater, FL 32132

Street Address: 309 Base Leg Drive,

City, State, Zip Code: Edgewater, FL 32132

Email: gkennedy@terra-scape.net

Telephone No.: (386) 871-4373

Fax No.: N/A

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 August 29, 20 24.

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

If BIDDER is:

An Individual

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

_____ **N/A** _____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____ **N/A** _____

Business address: _____ **N/A** _____

Phone No.: _____ **N/A** _____

Fax No.: _____ **N/A** _____

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

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

_____ **N/A** _____
(General Partner - Signature)

_____ **N/A** _____
(General Partner - Typed or Printed)

Business Address: _____ **N/A** _____

Phone No.: _____ **N/A** _____

Fax No.: _____ **N/A** _____

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Terra-scape Enterprises, Inc.
(Corporation Name)

Florida
(State of Incorporation)

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

George Kennedy
(Name of Person Authorized to Sign - Typed or Printed)

Owner
(Title)

(Corporate Seal)

Attest _____

Business address: 309 Base Leg Drive, Edgewater, FL 32132

Phone No.: (386) 427-6757

Fax No.: N/A

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____ **N/A**
(Name - Signature)

_____ **N/A**
(Name - Typed or Printed)

Address: _____ **N/A**

Phone No.: _____ **N/A**

Fax No.: _____ **N/A**

By _____ **N/A**
(Name - Signature)

_____ **N/A**
(Name - Typed or Printed)

Address: _____ **N/A**

Phone No.: _____ **N/A**

Fax No.: _____ **N/A**

(Each joint venture 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.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Form Boards</u>	<u>Allstar Building Materials</u>
<u>Limerock Base (as needed)</u>	<u>Vulcan Materials</u>
<u>3,000 PSI Grey Concrete</u>	<u>Titan Concrete</u>
<u>Shellock & Roadlock Shell Pavers</u>	<u>Artistic Pavers</u>
<u>Total Prep Efflorescence/Stain Remover</u>	<u>Innovative Concrete Technologies (purchased locally through SCP)</u>
<u>Trash Receptacle & Bench Installations</u>	
<u>ADA Mats (FDOT Approved)</u>	<u>Mainline Materials</u>
<u>St. Augustine 'Floritam'</u>	<u>Zaragoza Sod</u>

The City of Ormond Beach reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Contractor. Failure to provide all required information may result in the proposal being **rejected** as nonresponsive. The minimum qualifications for this project are as follows:

- 1. The contractor must have a minimum ten (10) years-experience installing projects with concrete pavers and must be ICPI certified (submit with bid documents) with verifiable references in the following area: Please list ten (10) projects, including the project name, the date the work was installed, project cost and contact information with phone number to verify work. Failure to list ten projects will result in the bid being rejected.**

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Contractor References

Municipal & Private Sector Projects

Project Name / City and State

Contact Information & Completion Date

1. <u>Sea Woods Pool Paver Installation</u>	<u>Shawn Lane</u>
<u>New Smyrna Beach, Florida</u>	<u>(386) 690-1355 / March 26, 2021</u>
2. <u>Paver Driveway</u>	<u>Jennifer Spooner</u>
<u>New Smyrna Beach, Florida</u>	<u>(407)758-9975 / August 1, 2024</u>
3. <u>Catalina Paver Driveway, Walkway, and Retaining Wall Installation</u>	<u>John and Linda Vataha</u>
<u>Osteen, Florida</u>	<u>(215)500-2516 / June 20, 2022</u>
4. <u>Landscape, Hardscape and Fence Installation</u>	<u>Debra Stephens</u>
<u>Daytona Beach, Florida</u>	<u>(386) 451-5542 / June 20, 2023</u>
5. <u>Chick-Fil-A Retreat - Pool Paver Installation</u>	<u>Shawn Lane</u>
<u>New Smyrna Beach, Florida</u>	<u>(386) 690-1355 / June 29, 2023</u>
6. <u>Pictona at Holly Hill Hardscape Installation</u>	<u>Gregg Sibigroth</u>
<u>Holly Hill, Florida</u>	<u>(708) 826-1804/ May 17, 2024</u>
7. <u>Pool Paver, Retaining Wall and Landscape Installation</u>	<u>Barbara Snell</u>
<u>New Smyrna Beach, Florida</u>	<u>(386) 314-8046 / June 23, 2023</u>
8. <u>Seascape Towers Paver Installation</u>	<u>Shawn Lane</u>
<u>New Smyrna Beach, Florida</u>	<u>(386) 690-1355 / November 05, 2021</u>
9. <u>Garden Wall Installation</u>	<u>LiAnn and Stuart Winkler</u>
<u>Edgewater, Florida</u>	<u>(386) 451-1724 / October 2, 2023</u>
10. <u>Vinyl Fence, Paver, and Asphalt Milling Installation</u>	<u>Olivia Rosace</u>
<u>Edgewater, Florida</u>	<u>202-718-8431 / July 15, 2022</u>

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Projects Exceeding \$500K as Prime Contractor

Project Name / City and State

Contact Information w/Phone Number

1. _____
2. _____
3. _____

Subcontractors:

Work Classification: Supplier

Name: Drewry Site Development, LLC

Address: 400 Venture Dr., Ste F South Daytona, FL 32119

Phone Number: (386) 313-3220 Fax Number: N/A

Work Classification: Irrigation Subcontractor

Name: Florida Irri-Gators LLC

Address: 2515 Glencoe Farms Road , New Smyrna Beach, FL 32168

Phone Number: (386) 503-8252 Fax Number: N/A

Work Classification: Sod Installation

Name: Zaragoza Sod

Address: 495 Howard Avenue, New Smyrna Beach, FL 32168

Phone Number: (386) 527-9117 Fax Number: N/A

Work Classification: Barricade Supplier

Name: Bob's Barricades, Inc.

Address: 921 Shotgun Rd., Sunrise, Florida 33326

Phone Number: (954) 423-2627 Fax Number: N/A

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Work Classification: Porta John Supplier

Name: Anderson Rentals Inc.

Address: 3660 US-1, Mims, FL 32754

Phone Number: (800) 553-2213 Fax Number: N/A

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>0</u>	L.F.	<u>0</u>	<u>\$0.00</u>
2. Sheeting/Shoring	<u>0</u>	S.F.	<u>0</u>	<u>\$0.00</u>

Name (signature) Date

George Kennedy

Name (typed or printed)

Owner

Title

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

George Kennedy

Name (typed or printed)

Owner

Title

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
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.

Terra-scape Enterprises, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

George Kennedy

NAME (PRINT OR TYPE)

Owner

TITLE

August 29, 2024

DATE

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____ **N/A**

Address: _____ **N/A**

Business or Contractor License Number: _____ **N/A**

Phone Number: _____ **N/A** Fax Number: _____

Owner's Name: _____ **N/A** Signature: _____

Sworn to before me this _____ **N/A** day of _____ **N/A**

Notary Public for the State of _____ **N/A** My Commission Expires _____ **N/A**

Notary Public Signature: _____ **N/A**

Printed Name: _____ **N/A**

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: _____ **N/A** Date: _____ **N/A**

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Terra-scape Enterprises, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

George Kennedy

NAME (PRINT OR TYPE)

Owner

TITLE

August 29, 2024

DATE

END OF BID

00300-20

**SECTION 00300
BID**

CONTRACTORS NAME Construction Specialties
of North Florida, LLC LICENSE NO. CGC1533713

PROJECT IDENTIFICATION: **GRANADA BLVD. STREETScape BANDING REPAIR**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-33

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

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>7/10/2024</u>	<u>1</u>
<u>7/16/2024</u>	<u>2</u>
<u>8/13/2024</u>	<u>3</u>
<u>8/22/2024</u>	<u>4</u>

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

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>DOWNTOWN DISTRICT BID SCHEDULE</u>					
ITEM No.	Description	Qty	Unit	Unit Cost	Amount
1	Mobilization	1	LS	\$174,720	\$174,720
2	Test Panel	1	LS	\$19,456	\$19,456
3	Maintenance of Traffic	1	LS	\$144,614	\$144,614
4	Demolition				
	a. Concrete Pavers	15,404	LF	\$10	\$154,040
	b. Concrete Removal	11,459	SF	\$11	\$126,049
5	Install Copper Shellock Shell Paver- 1 5/8" thick	13,381	SF	\$33	\$441,573
5A	Install Copper Shellock Shell Paver- 1 5/8" thick for bulb out areas	857	SF	\$33	\$28,281
5B	Install Concrete Below Shellock Pavers – 4" thick for bulb out areas	857	SF	\$19	\$16,283
6	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,396	SF	\$48	\$67,008
7	Install Concrete Below Shellock Pavers – 4" thick	13,381	SF	\$35	\$468,335
8	Install Concrete Below Roadlock Pavers – 6" thick	1,396	SF	\$54	\$75,384
9	Install Concrete w/Broom Finish	11,512	SF	\$18	\$207,216
10	Install ADA Detectable Warning Mat	192	SF	\$38	\$7296
11	Install Curbing				
	a. Valley Gutter	17	LF	\$215	\$3655
12	Remove Irrigation	1	LS	\$2500	\$2500

00300-2

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

13	Restoration	1	LS	\$15,000	\$15,000
14	Trash Receptacle's Installation Only	7	EA	\$250	\$1,750
15	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	\$45,250	\$45,250
16	Permitting & Allowances	1	LS	40,000	40,000

TOTAL BASE BID (1-16)

\$ \$2,033,335
(FIGURES)

Based on existing sub base remaining intact after designated concrete panels are removed
(Words)

UPTOWN DISTRICT BID ALTERNATE 1 SCHEDULE					
ITEM No.	Description	Qty	Unit	Unit Cost	Amount
17	Mobilization	1	LS	\$174,720	\$174,720
18	Maintenance of Traffic	1	LS	\$144,614	\$144,614
19	Demolition				
	a. Concrete Pavers	12,798	LF	\$10	\$127,980
	b. Concrete Removal	7,043	SF	\$11	\$77,473
20	Install Copper Shellock Shell Paver- 1 5/8" thick	10,244	SF	\$33	\$338,052
21	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,641	SF	\$48	\$78,768
22	Install Concrete w/Broom Finish	9,410	SF	\$18	\$169,380
23	Install Concrete Below Shellock Pavers – 4" thick	10,244	SF	\$35	\$358,540
24	Install Concrete Below Roadlock Pavers – 6" thick	1,641	SF	\$54	\$88,614
25	Install ADA Detectable Warning Mat	107	SF	\$38	\$4,066
26	Install Curbing				
	a. Type F Curbing	79	LF	\$155	\$12,245
	b. Header Curbing	63	LF	\$155	\$9,765
27	Remove Irrigation	1	LS	\$2,500	\$2,500
28	Restoration	1	LS	\$15,000	\$15,000
29	Trash Receptacle's Installation Only	4	EA	\$250	\$1,000
30	Benches Installation Only	2	EA	\$250	\$500
31	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	\$35,000	\$35,000
32	Permitting & Allowances	1	LS	40,000	40,000

00300-3

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

TOTAL ALTERNATE #1 (17-32)

\$ 1,675,217
(FIGURES)

Based on existing sub base remaining intact after designated concrete panels are removed

(Words)

BEACHSIDE DISTRICT BID ALTERNATE 2 SCHEDULE

ITEM No.	Description	Qty	Unit	Unit Cost	Amount
33	Mobilization	1	LS	\$174,720	\$174,720
34	Maintenance of Traffic	1	LS	\$144,614	\$144,614
35	Demolition				
	a. Concrete Pavers	19,724	LF	\$10	\$197,240
	b. Concrete Removal	8,944	SF	\$11	\$98,384
36	Install Copper Shellock Shell Paver- 1 5/8" thick	17,587	SF	\$33	\$580,371
37	Install Copper Roadlock Shell Paver- 2 3/8" thick	1,189	SF	\$48	\$57,072
38	Install Concrete Below Shellock Pavers – 4" thick	17,587	SF	\$35	\$615,545
39	Install Concrete Below Roadlock Pavers – 6" thick	1,189	SF	\$54	\$64,206
40	Install Concrete w/Broom Finish	11,187	SF	\$18	\$201,366
41	Install ADA Detectable Warning Mat	116	SF	\$38	\$4,385
42	Remove Irrigation	1	LS	\$2,500	\$2,500
43	Restoration	1	LS	\$15,000	\$15,000
44	Trash Receptacle's Installation Only	6	EA	\$250	\$1,500
45	Benches Installation Only	2	EA	\$267	\$533
46	Pressure Washing Sidewalks/Shell Pavers with Total Prep, see product information	1	LS	\$49,945	\$49,945
47	Permitting & Allowances	1	LS	40,000	40,000

TOTAL ALTERNATE #2 (33-47)

\$ 2,244,381
(FIGURES)

Based on existing sub base remaining intact after designated concrete panels are removed

(Words)

00300-4

**SECTION 00300
BID**

CONTRACTORS NAME Construction Specialties
of North Florida, LLC LICENSE NO. CGC1533713

PROJECT IDENTIFICATION: **GRANADA BLVD. STREETScape BANDING REPAIR**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-33

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

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>7/10/2024</u>	<u>1</u>
<u>7/16/2024</u>	<u>2</u>
<u>8/13/2024</u>	<u>3</u>
<u> </u>	<u> </u>

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

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within **210** calendar days after the date when the Contract Time commences to run, and completed within **240** 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 recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Three Hundred Dollars (\$300.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

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

Mailing Address: 2546 Tabernacle Place South
Street Address: _____
City, State, Zip Code: Jacksonville, FL 32207
Email: dlee@csnflc.com
Telephone No.: 904-703-5727 Fax No.: _____

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

SUBMITTED on 29th, 2024.

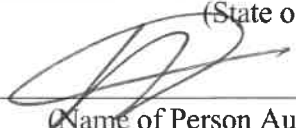
BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Construction Specialties of North Florida, LLC
(Corporation Name)

Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

David Hacker
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest _____

Business address: Construction Specialties of North Florida, LLC

2546 Tabernacle Place South
Jacksonville, FL 32207

Phone No.: 904-900-5552

Fax No.: dlee@csnflc.com

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Form Boards</u>	<u>Colony Hardware</u>
<u>Limerock Base (as needed)</u>	<u>Vulcan Materials</u>
<u>3,000 PSI Grey Concrete</u>	<u>Preferred Materials</u>
<u>Shellock & Roadlock Shell Pavers</u>	<u>Artistic Paver Manufacturing</u>
<u>Total Prep Efflorescence/Stain Remover</u>	<u>Innovative Concrete Technology Corp</u>
<u>Trash Receptacle & Bench Installations</u>	<u>Construction Specialties of North Florida, LLC</u>
<u>ADA Mats (FDOT Approved)</u>	<u>Florida Transcor, Inc.</u>
<u>St. Augustine 'Floratam'</u>	<u>The Sod Lot</u>

The City of Ormond Beach reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Contractor. Failure to provide all required information may result in the proposal being **rejected** as nonresponsive. The minimum qualifications for this project are as follows:

1. The contractor must have a minimum ten (10) years-experience installing projects with concrete pavers and must be ICPI certified (submit with bid documents) with verifiable references in the following area: Please list ten (10) projects, including the project name, the date the work was installed, project cost and contact information with phone number to verify work. Failure to list ten projects will result in the bid being rejected.

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Contractor References

Municipal & Private Sector Projects

Project Name / City and State	Contact Information & Completion Date
1. Station at San Marco Jacksonville, FL	William Wolfe- 904.208.2000 Value: \$1.3M Completed: 5/2024
2. Residences at Sweetbay Panama City, FL	Scott Dejnak- 904.268.5515 Value: \$950K Completed: 9/2022
3. Aston at Town Center Jacksonville, FL	Andrew Herbenick- 904.208.2000 Value: \$328K Completed: 4/2024
4. Northtown Gardens Nashville, TN	Alan Green- 904.268.5515 Value: \$575K Completed: 6/2023
5. Silverleaf Apartments St. Johns, FL	Jonathan Ridley- 904.268.5515 Value: \$725K Completed: 5/2024
6. Sentosa Beachwalk St. Johns, FL	Greg Wikan- 904.268.5515 Value: \$197K Completed: 1/2024
7. Arcadia Cartersville Cartersville, GA	Carter Smith- 904.268.5515 Value: \$300K Completed: 6/2023
8. Story Sanford Sanford, FL	Chris Colley- 904.676.0774 Value: \$475K Completed: 6/2023
9. Jack on Beach Jacksonville, FL	Carter Smith- 904.268.5515 Value: \$405K Completed: 6/2024
10. Menlo 2.0 Jacksonville, FL	Brandon Gamble- 904.268.5515 Value: \$600K Completed: 8/2023

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Projects Exceeding \$500K as Prime Contractor

Project Name / City and State

Contact Information w/Phone Number

1. Seven Pines- Jacksonville, FL

Keith Donnely- 904.534.7390

2.

Value: \$450K Completed: 10/2022

3.

Subcontractors:

Work Classification: Concrete Forming & Finishing

Name: Coastal Outdoor Construction

Address: 1240 Holmesdale Road, Jacksonville, FL 32207

Phone Number: 904-673-4340

Fax Number:

Work Classification: Labor

Name: CS Pavers

Address: 5154 W. Edward St., Jacksonville, FL 32206

Phone Number: 561-400-9524

Fax Number:

Work Classification: MOT Design & Rental

Name: Better Barricades, Inc.

Address: 1725 Tionia Road, New Smyrna Beach, FL

Phone Number: 386-427-4971

Fax Number:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>N/A</u>	L.F.	<u>N/A</u>	<u>N/A</u>
2. Sheeting/Shoring	<u>N/A</u>	S.F.	<u>N/A</u>	<u>N/A</u>



Name (signature)

Date

David Hacker

Name (typed or printed)

President

Title

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Name (signature) Date

David Hacker
Name (typed or printed)

President

Title

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

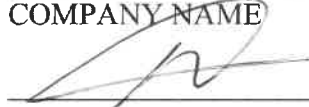
1.

- ☒ 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.

Construction Specialties of North Florida, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

David Hacker
NAME (PRINT OR TYPE)

President
TITLE

8/28/24
DATE

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

NOT ELIGIBLE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
GRANADA BLVD STREETSCAPE SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

NOT ELIGIBLE

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
GRANADA BLVD STREETScape SIDEWALK BANDING REPAIR
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Construction Specialties of North Florida, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

David Hacker

NAME (PRINT OR TYPE)
President

TITLE
8/28/24

DATE

END OF BID

00300-20



The Interlocking Concrete Pavement Institute acknowledges that

Mike Minix

is recognized as a

Certified Concrete Paver Installer

Certification is Valid Through **December 31, 2025**

The ICPI Concrete Paver Installer Course provides education on the construction of interlocking concrete pavements. This document conveys that the above-named participant has passed the Concrete Paver Installer Course and has met the minimum installation experience required by ICPI for this certification.

ICPI Education Committee Chair

ICPI Executive Director





The Interlocking Concrete Pavement Institute acknowledges that

Mike Minix

is recognized as a

Concrete Paver Sales Technician

Date Issued: June 2, 2023

The ICPI Concrete Paver Installer Course provides education on the construction of interlocking concrete pavements. This document conveys that the above-named participant has passed the Concrete Paver Installer Course and has met the minimum sales experience required by ICPI for this designation.

ICPI Education Committee Chair

ICPI Executive Director





CMHA Certified Concrete Paver Installer

Jeremy Renz

has met the Certified Concrete Paver Installer Program requirements set forth by the CMHA Certification Committee, by documenting the required installation experience of concrete pavement systems and successfully passing the Concrete Paver Installer Certification exam.



Date of Certification

10/13/2023

Date of Expiration

10/13/2025

Gary Stowe

Gary Stowe
Certification Committee Chair
Concrete Masonry & Hardscapes Association

Until the CMHA Certification Program is officially accredited, individuals who are accepted into the program will receive a "Preliminary Certification."
Once CMHA has become accredited, the "Preliminary Certification" will become an "Accredited Certification."





STERLING SEACREST PRITCHARD

3111 West Dr Martin Luther King Jr Boulevard
Suite 350
Tampa, FL 33607

813.498.6275 office
813.464.7807 fax

www.sspins.com

August 28, 2024

**RE: Construction Specialties of North Florida LLC
Status of Bondability**

To Whom It May Concern:

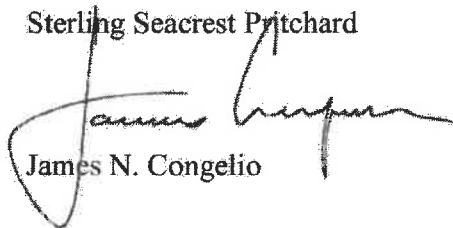
Sterling Seacrest Pritchard is proud to represent Construction Specialties of North Florida LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Merchants National Bonding, Inc. has an A.M. Best rating of "A, IX" and provides a bonding program to Construction Specialties of North Florida LLC with single bond limits up to \$3,500,000 and an aggregate program of \$7,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Merchants National Bonding, Inc. reserves the right to perform standard underwriting at the time of any bond request. This includes but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard



James N. Congelio





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville FL 32216	CONTACT NAME: Brandie Bryan PHONE (A/C, No, Ext): 904-596-0360 E-MAIL ADDRESS: bbryan@insuramerica-fl.com FAX (A/C, No): 904-296-1888
INSURED Construction Specialties of North Florida, LLC 2546 Tabernacle Place South Jacksonville FL 32207	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Ins. Co. INSURER B: Auto-Owners Insurance Company INSURER C: Burlington Insurance Company INSURER D: American Interstate Insurance Company INSURER E: Southern-Owners Insurance Company INSURER F:
License#: L068731 CONSSPE-01	NAIC # 14167 18988 31895 10190

COVERAGES**CERTIFICATE NUMBER:** 1512082879**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	563000087-03	9/30/2023	9/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	5198397301	12/8/2023	12/8/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			877BE07832	9/30/2023	9/30/2024	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	Y	AVWCFL3234752024	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
E	Installation Floater			78604109	12/8/2023	12/8/2024	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes the attached additional insured endorsement (including ongoing & completed operations), primary / non-contributory, and waiver of subrogation. The Auto Liability policy includes the attached additional insured endorsement, primary/non-contributory, and waiver of subrogation. The workers compensation policy includes the attached waiver of subrogation endorsement. All when required by written contract. David Hacker is excluded from the Workers Compensation. The excess liability does not extend over the auto liability.

CERTIFICATE HOLDER**CANCELLATION**

The City of Ormond Beach
22 South Beach Street
Ormond Beach FL 32174

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

Brandie Bryan

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	Any Location
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract

Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer
Of Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

- ☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0
The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2024
Insured Construction Specialties of North Florida LLC

Policy No. AVWCFL3234752024 Endorsement No.
Premium

Insurance Company

Countersigned by

Brandie Bryan

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

17. Replacement Cost on New Vehicles**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended. Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
- Such **auto** is not a motorcycle;
 - You** purchased it new;
 - We** determine the **loss** cannot be repaired; and
 - The **loss** occurs within the number of days of purchase shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Replacement Cost on New Vehicles.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

18. Rental Auto Gap**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- If the first Named **Insured** is:
 - An individual; or
 - Other than an individual with the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement with Comprehensive and Collision Coverages; and
- If the **auto** is:
 - A rented **private passenger auto**;
 - Not a total **loss**; and
 - Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - You**, if an individual; or
 - The individual listed on the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement, if **you** is other than an individual are liable under the terms of the rental agreement; or
- If the **auto** is:
 - A rented **private passenger auto**;
 - Not a total **loss**; and
 - Repaired

we will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

19. Auto Loan/Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended, with respect to only a covered **auto** that is a **private passenger auto** and is scheduled in the Declarations.

- A. COVERAGE** is amended. The following coverage is added.
We will cover the outstanding loan or lease amount in the event of the theft or constructive total **loss** of a covered **auto**.
- C. LIMIT OF INSURANCE** is amended. The following paragraph is added.
With respect to the original loan or original lease on the covered **auto** for which this endorsement applies and which has not been previously titled, if **we** determine that the covered **auto** is stolen or a constructive total **loss**, **we** shall pay the greater of:
 - The actual cash value of the covered **auto**; or
 - The amount for which **you** are liable under the terms of the loan or lease to which the covered **auto** is subject, less:
 - All loan or lease payments which are overdue as of the date of the **loss**;
 - The amount of the loan or lease agreement cost associated with an electric vehicle charging station or dock;
 - The amount of the loan secured by other property;
 - Amounts included in the loan which were unsecured by the **auto** at the time of the loan;
 - The amount of a loan balance transferred from another **auto** loan;
 - Financial penalties imposed or which would have been imposed under the lease as a result of high mileage, excessive use or abnormal wear and tear;
 - Security deposits not refunded by the lessor; and
 - Costs of any warranty, extended service agreement or insurance.

20. Primary and Noncontributory - Blanket Coverage**SECTION V - CONDITIONS, B. GENERAL**

CONDITIONS, 2. Other Insurance is amended.

The following provision is added.

When this insurance is primary and there is other insurance for any person or organization, other than

a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- a. There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- b. Such written agreement was in force prior to any **bodily injury** or **property damage**.

21. Waiver of Our Right to Recover Payments (Waiver of Subrogation) - Blanket

SECTION V - CONDITIONS, A. LOSS CONDITIONS is amended. The following provisions are added to **5. Our Right to Recover Payments**.

If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms,

the recovery is prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or organization only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under
**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HACKER, DAVID JAMES

CONSTRUCTION SPECIALTIES OF NORTH FLORIDA LLC
4803 YACHT CT
JACKSONVILLE FL 32225

LICENSE NUMBER: CGC1533713

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



VIA EMAIL DELIVERY

September 18, 2024

Mr. Alex Schumann, P.E.
City Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Granada Boulevard Streetscape
Sidewalk Banding Repair
City Bid #2024-33
ZC 23107

Dear Mr. Schumann:

Zev Cohen & Associates, Inc has performed a review of the bid tabulation associated with the above referenced bid opening that occurred on August 24, 2024. The apparent low bidder for this project is **Terra-Scape Enterprise, Inc. with a Grand Total low bid of \$1,897,751.74**. We have attached a spreadsheet breakdown of all the bids received on this date. No corrections were necessary, thus the grand totals announced during the bid opening remain unchanged.

In reviewing the bid submitted by Terra-Scape Enterprise, Inc. make note of a few items as follows:

1. The reference for "Projects Exceeding \$500K as Prime Contractor" was left blank and we assume there were none to be provided.
2. Terra-Scape Enterprise, Inc. did not provide a bid bond nor sign any of the required signature documents on the bid.
3. When reviewing the Unit Costs breakdown, a stand out line item was the "Maintenance of Traffic" totaling \$23,348.00. Funds associated with this line item appears to be insufficient to perform the work and could result in inadequate traffic control during construction.
4. The first item on the "Subcontractors" list has Drewry Site Development as a Work Classification of Supplier. They are a Site Development Contractor and it's unclear of what they would be supplying to the project.

Due to the lack of information provided with the bid and certain Unit Costs provided by the bidder, we question whether Terra-Scape Enterprises, Inc. would be capable of successfully completing the project for the City of Ormond Beach.

Based on the aforementioned unbalanced bid received from Terra-Scape Enterprises, Inc., ZCA cannot recommend award of the Granada Blvd. Streetscape Sidewalk Banding Repair project to the Terra-Scape Enterprises, Inc without proper legal interpretation of the bid requirement omissions and further clarification of the Maintenance of Traffic pricing.

Should you require anything further from ZCA, please feel free to contact our office.

Respectfully Submitted,

Zev Cohen & Associates, Inc.



M. Dwight DuRant, P.E.
Principal

MDD/ns
23107_eng/bidaward_ltr_(09/17/2024)
Cc: Robert J. Ball, P.E.
Jason Salatto
FILE



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Summary of Administrative Variances Granted, Fiscal Year 2023-24		
Summary:	The administrative variances have been a useful tool in permitting minor encroachments. Variance requests beyond the 10% threshold established by the Land Development Code (LDC) require review and action by the Board of Adjustments and Appeals. The LDC requires an annual reporting of the administrative variances to the Board of Adjustments and Appeals and the City Commission. There were 8 requests approved in Fiscal Year 2023-2024.		
Financial Impact:	None		
Citizen Impact:	No citizen impact is expected in the reporting of administrative variances. The administrative variances have assisted property owners in permitting minor setback encroachments.		
Recommended Action (Staff, Advisory Board and/or Other):	This item is being presented as a reporting tool required in Section 1-14(7)(c) of the Land Development Code and no action is required.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. Administrative variances, Fiscal Year 2023-24		
Approval:	Kelly McGuire, Finance Director 1/9/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/10/2025 Joyce Shanahan, City Manager 1/14/2025		

Alternative standard/administrative variances for Fiscal Year 2023-2024

Fiscal Year 2023-2024					
#	Date	Location	Description of Action	Regulation	Variance
1	October 24, 2023	306 Riverside Drive	Waterfront yard variance of 4.8' from required average calculated setback of 125.4' for final setback of 120.6' feet to construct SFH.	R-1 Section 2-12(B)(9)(e)	Waterfront yard variance of 4.8 feet.
2	February 2, 2024	702 Virgina Terrace	Side yard variance of 9" on each side yard to total 18" or 1.5 feet for the installation of manufatured home	T-2, Section 2-21(9)(c)	Variance of 9" on each side yard to total 18" or 1.5 feet side yard combined.
3	March 21, 2024	1 Eagle Drive	Side yard variance of 6" on interior side yard from required 8.0 feet to final setback of 7.5 feet for re-construction of hard-roof screen enclosure	R-2 Section 2-13(B)(9)(c)	Interior side yard variance of 0.5-foot (6 inches).
4	April 1, 2024	219 Royal Dunes Boulevard	Required front yard is 30 feet, requested setback is 27 feet, administrative variance of 3 feet for garage expansion	R-2.5 Section 2-14(B)(9)(a)	Front yard variance of 3 feet.
5	May 8, 2024	7 Watercliff Lane	Required front yard setback of 25'. Requested setback is 22.5', adminstrative variance of 2.5' and a required side yard setback of 8', requested side sebtack of 7' 6" for a side yard variance of 6' to construct a garage addition.	R-3 Section 2-15(B)(9)(a)&(c)	Front yard variance of 2.5' and side yard variance of 0.5' (6 inches).
6	June 7, 2024	42 Abacus Avenue	Rear yard variance of 2' for final setback of 18' to construct hard-roof porch addition.	Deer Creek Phase 3	Rear yard variance of 2'.
7	June 25, 2024	7 Acanthus Avenue	yard variance of 1.5' for final setback of 18.5' to construct hard-roof pergola stru	SR (Section 2-11.B.9.b.-PRD Overlay-Southern Pines Unit II)	Rear yard variance of 1.5'.
8	September 6, 2024	10 C Oriole Circle	Side yard variance of 2' for final setback of 18' to construct glass room	R-4 2-17 B.(12.)(c)	Side yard variance of 2'.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 7.R

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, January 2025		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - November 2024 2. Capital Improvements Projects, Status Report - December 2024 3. Economic Development Report - December 2024 4. Development Activity Report - December 2024 5. Building Permit Activity -December 2024 6. Building Permit Report - 2024 Calendar Year		
Approval:	Kelly McGuire, Finance Director 1/9/2025 Claire Whitley, Assistant City Manager 1/9/2025 Joyce Shanahan, City Manager 1/15/2025		



Monthly Financial Status Report

November 2024

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 17% benchmark is favorable, while expenses at or below the 17% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

**Financial Status Report:
November 2024**

Budget Summary

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	49,185,112	5,820,804	12%	6,287,070	13%
104 - Community Redevelopment	1,822,138	121,691	7%	52,742	3%
106 - Ormond Crossing	346,798	27,170	8%	-	0%
107 - Stormwater	3,434,247	443,652	13%	402,269	12%
108 - Airport	369,418	49,444	13%	92,168	25%
110 - Economic Development Fund	-	(406)	0%	469,209	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	57,225	10,102	18%	-	0%
205 - Financing Debt Service	660,000	226,666	34%	-	0%
220 - Debt Service GOB 2010	346,322	58,053	17%	-	0%
301 - General Capital Improvement	4,999,383	75,636	2%	86,933	2%
302 - General Equipment & Vehicle	407,000	55,010	14%	49,415	12%
305 - Public Safety Vehicle & Equip	888,000	146,250	16%	59,166	7%
308 - Transportation	2,159,976	93,878	4%	179,115	8%
310 - Recreation Impact Fee	100,000	84,951	85%	-	0%
316 - Local Roads Impact Fee	50,000	31,432	63%	-	0%
317 - Facilities Renewal & Replacement	879,126	147,458	17%	12,399	1%
318 - Stormwater Impact Fee	50,000	517	1%	-	0%
319- Police Impact Fees	-	8,142	0%	-	0%
320- Fire Impact Fees	-	10,060	0%	-	0%
322 - Leisure Services Capital Fund	954,116	93,551	10%	6,050	1%
401 - Water/Wastewater Operating Fund	26,307,887	3,831,934	15%	3,875,388	15%
408 - Water/Wastewater E&V Fund	850,000	42,941	5%	156,107	18%
409 - Water/Wastewater Capital	12,346,951	541,254	4%	448,598	4%
414 - Water/Wastewater Consolidated Debt	4,924,000	820,666	17%	-	0%
434 - Water Impact Fee	700,000	96,318	14%	12,444	2%
435 - Wastewater Impact Fee	675,000	124,408	18%	-	0%
446 - 2024 W&S Bond Projects	-	11,552	0%	-	0%
460 - Solid Waste	13,407,304	2,337,581	17%	2,133,585	16%
502 - Workers Compensation	1,851,612	138,502	7%	343,900	19%
504 - General Liability	2,905,253	482,815	17%	1,431,822	49%
Total	\$ 131,976,868	\$ 15,935,642	12%	\$ 16,098,379	12%

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at \$21,823,639 and is based on the taxable value (\$5.49 billion) and the operating millage (4.096).

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. Collections for the 2025 Fiscal Year have not begun as of the end of November as these generally run a month behind. To date \$482,000 has been received.

Communication Taxes – Communication service taxes collected as of November have not begun.

Business Tax – Business tax collections amounted to \$41,860. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through November 2024 are \$221,399.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through November, the City received a total of \$340,940 in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received \$121,400 in this category through November.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$4,355 as of November.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$401,240.

Transfers In – Transfers have been recorded in the amount of \$1.1 million through November.

Financial Status Report: November 2024

General Fund Revenues - November 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Property Tax	\$ 18,485,823	\$ 3,065,237	\$ 15,420,586	16.6%	\$ 1,858,518	\$ 1,206,719	64.93%
Utility Taxes	5,215,000	482,600	4,732,400	9.3%	550,426	(67,826)	-12.32%
Communication Tax	1,750,000	-	1,750,000	0.0%	-	-	0.00%
Business Tax	283,500	41,860	241,640	14.8%	29,874	11,986	40.12%
Licenses, Permits & Fees	5,376,350	221,014	5,155,336	4.1%	706,243	(485,228)	-68.71%
Intergovernmental	5,162,000	340,939	4,821,061	6.6%	347,667	(6,727)	-1.93%
Charges for Services	864,638	121,399	743,239	14.0%	238,777	(117,378)	-49.16%
Fines & Forfeitures	73,000	4,355	68,645	6.0%	3,730	625	16.77%
Miscellaneous Revenues	3,856,857	401,240	3,455,617	10.4%	300,992	100,249	33.31%
Transfers In	6,852,944	1,142,158	5,710,786	16.7%	951,552	190,606	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 5,820,804	\$ 43,364,308	11.8%	\$ 4,987,779	\$ 833,026	16.7%

General Fund Reserve – This category includes commitments made in the current fiscal year by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$31.66 million of the General Fund gross budget. Expenditures through November were \$4.0 million.

Operating Expenditures - This category includes \$14.75 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through November, \$1.8 has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$188,528. \$48,666 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2 million with \$346,634 made through November.

Financial Status Report: November 2024

General Fund Expenditures - November 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	Budget	FY 2024-25	Budget	Budget	FY 2023-24	FY Variance	FY Variance
City Commission	\$ 448,925	\$ 67,779	\$ 381,146	15.1%	\$ 61,928	\$ 5,851	9.45%
City Administration	903,986	153,138	750,848	16.9%	99,925	53,213	53.25%
Support Services	473,841	67,125	406,716	14.2%	80,331	(13,205)	-16.44%
City Attorney	1,304,609	120,268	1,184,341	9.2%	149,496	(29,228)	-19.55%
Legislation & Policy	3,131,361	408,311	2,723,050	13.0%	391,680	16,631	4.25%
Finance	1,200,017	135,576	1,064,441	11.3%	180,274	(44,698)	-24.79%
Information Technology	2,364,333	206,269	2,158,064	8.7%	213,402	(7,133)	-3.34%
Human Resources	730,163	101,825	628,338	13.9%	94,626	7,200	7.61%
Planning	873,037	109,309	763,728	12.5%	107,585	1,724	1.60%
Building Inspections	1,567,364	185,261	1,382,103	11.8%	177,922	7,339	4.12%
Police Administration	1,434,844	180,693	1,254,151	12.6%	150,376	30,318	20.16%
Police Operations	8,313,572	1,082,274	7,231,298	13.0%	1,430,430	(348,157)	-24.34%
Community Outreach	666,040	74,354	591,686	11.2%	92,729	(18,375)	-19.82%
Criminal Investigations	1,571,364	233,717	1,337,647	14.9%	279,787	(46,070)	-16.47%
Community Services	470,374	61,990	408,384	13.2%	60,325	1,665	2.76%
Records	197,910	25,426	172,484	12.8%	28,774	(3,348)	-11.64%
Neighborhood Impr.	524,896	61,111	463,785	11.6%	52,137	8,974	17.21%
Police	13,179,000	1,719,565	11,459,435	13.0%	2,094,558	(374,993)	-17.90%
Fire	8,202,046	1,088,316	7,113,730	13.3%	1,190,038	(101,722)	-8.55%
Streets	2,826,514	368,323	2,458,191	13.0%	299,937	68,387	22.80%
Engineering	1,329,783	170,395	1,159,388	12.8%	171,713	(1,318)	-0.77%
Fleet	1,900,237	265,785	1,634,452	14.0%	260,762	5,024	1.93%
Public Works	6,056,534	804,504	5,252,030	13.3%	732,411	72,093	9.84%
Economic Development	437,322	125,753	311,569	28.8%	93,971	31,782	33.82%
Building Maintenance	1,046,146	175,165	870,981	16.7%	132,357	42,808	32.34%
Administration	879,360	104,624	774,736	11.9%	94,100	10,524	11.18%
Nova Recreation	442,484	61,416	381,068	13.9%	57,651	3,766	6.53%
S. Ormond Neigh. Center	422,968	39,589	383,379	9.4%	47,750	(8,161)	-17.09%
Athletic Fields Mnt.	1,807,636	201,826	1,605,810	11.2%	182,087	19,739	10.84%
Parks	2,706,533	273,657	2,432,877	10.1%	282,578	(8,921)	-3.16%
Environmental Learning	272,782	25,856	246,926	9.5%	25,329	527	2.08%
The Casements	389,473	57,053	332,420	14.6%	50,077	6,976	13.93%
Performing Arts Center	385,975	46,352	339,623	12.0%	38,494	7,859	20.42%
Senior Center	119,839	14,427	105,412	12.0%	7,730	6,697	86.63%
Community Events	287,632	27,950	259,682	9.7%	21,174	6,776	32.00%
Leisure Services	8,760,828	1,027,916	7,732,912	11.7%	939,326	88,589	9.43%
Grants & Aid*	91,528	27,832	63,696	30.4%	27,832	-	0.00%
Transfers	2,079,813	346,634	1,733,179	16.7%	274,680	71,954	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 6,287,070	\$ 42,898,042	12.8%	\$ 6,518,305	\$ (231,234)	-3.55%

**Financial Status Report:
November 2024**

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$1.82 million consisting of \$700,000 in transfers into this fund. \$121,690 million has been received as of November. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$52,742 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - November 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	1,121,241	-	1,121,241	0.0%	-	-	0.0%
Miscellaneous	500	4,959	(4,459)	991.8%	-	4,959	0.0%
Transfers In	700,397	116,732	583,665	16.7%	108,790	7,942	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	<u>\$ 1,822,138</u>	<u>\$ 121,691</u>	<u>\$ 1,700,447</u>	<u>6.7%</u>	<u>\$ 108,790</u>	<u>\$ 12,901</u>	<u>11.86%</u>

Downtown Redevelopment Fund Expenditures

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Planning	\$ 71,050	\$ 175	\$ 70,875	0.2%	\$ 350	\$ (175)	-50.0%
Public Works	148,021	96	147,925	0.1%	822	(726)	-88.3%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	52,471	237,564	18.1%	24,420	28,051	114.9%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	<u>\$ 1,822,138</u>	<u>\$ 52,742</u>	<u>\$ 1,769,396</u>	<u>2.9%</u>	<u>\$ 25,592</u>	<u>\$ 27,150</u>	<u>106.09%</u>

Financial Status Report: November 2024

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$443,652 received through November 2024 along with \$20,745 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$402,269 spent to date.

Stormwater Fund Revenues - November 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	435,781	2,139,219	16.9%	432,515	3,266	0.76%
Miscellaneous	100,000	7,870	92,130	7.9%	-	7,870	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	<u>\$ 3,434,247</u>	<u>\$ 443,652</u>	<u>\$ 2,990,595</u>	<u>12.9%</u>	<u>\$ 432,515</u>	<u>\$ 11,136</u>	<u>2.57%</u>

Stormwater Fund Expenditures

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2024-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Maintenance	2,943,118	355,523	2,587,595	12.1%	223,298	132,225	59.21%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	46,746	233,719	16.7%	42,630	4,116	9.65%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 3,434,247</u>	<u>\$ 402,269</u>	<u>\$ 3,031,978</u>	<u>11.7%</u>	<u>\$ 265,928</u>	<u>\$ 136,340</u>	<u>51.27%</u>

Financial Status Report: November 2024

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$23.5 million with \$3.8 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$75,166 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$26.3 million with \$3.8 million expended to date. This total also includes \$11.6 million in expected transfers, of which \$1.9 has been expensed in as of November.

Water/Wastewater Fund Revenues - November 2024

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Water/Sewer Charges	\$ 23,471,000	\$ 3,754,150	\$ 19,716,850	16.0%	\$ 3,650,108	\$ 104,042	2.85%
Miscellaneous	60,000	2,618	57,382	4.4%	-	2,618	0.00%
Transfers In	450,984	75,166	375,818	16.7%	76,966	(1,800)	-2.34%
Intergovernmental	-	-	-	0.0%	335	(335)	-100.00%
Use of Fund Balance	2,325,903	-	2,325,903	0.0%	-	-	
	\$ 26,307,887	\$ 3,831,934	\$ 22,475,954	14.6%	\$ 3,727,409	\$ 104,524	2.80%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Utility Billing	\$ 1,698,991	\$ 204,429	\$ 1,494,562	12.0%	\$ 240,282	\$ (35,853)	-14.92%
Water Production	5,175,140	640,699	4,534,441	12.4%	619,055	21,643	3.50%
Water Distribution	1,720,373	239,627	1,480,746	13.9%	222,622	17,005	7.64%
Wastewater Treatment	4,439,203	632,318	3,806,885	14.2%	469,232	163,085	34.76%
Wastewater Collection	1,639,761	211,719	1,428,042	12.9%	289,211	(77,492)	-26.79%
W&S Engineering	-	7,527	(7,527)		-	-	0.00%
Transfers Out	11,634,419	1,939,070	9,695,349	16.7%	1,820,914	1,939,070	106.49%
Contingency	-	-	-	0.0%	-	(3,661,316)	0.00%
	\$ 26,307,887	\$ 3,875,388	\$ 22,432,499	14.7%	\$ 3,661,316	\$ (1,633,857)	\$ (0)

**Financial Status Report:
November 2024**

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$2.3 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$2.1 million has been expended as of November. Year to year variance due to Hurricane expenses.

Solid Waste Fund Revenues - November 2024

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 298,525	\$ 1,565,779	16.0%	\$ 151,283	\$ 147,242	97.33%
User Fees	11,542,000	2,035,015	\$ 9,506,985	17.6%	1,906,913	128,103	6.72%
Miscellaneous	1,000	4,041	\$ (3,041)	404.1%	544	3,497	642.67%
Intergovernmental	-		\$ -	0.0%	455,074		0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 2,337,581	\$ 11,069,723	17.4%	\$ 2,513,814	\$ 278,841	11.09%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 8,796,648	\$ 1,602,581	\$ 7,194,067	18.2%	\$ 736,771	\$ 865,810	117.51%
Recycling	1,309,300	244,191	1,065,109	18.7%	105,126	139,066	132.28%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	286,812	1,434,056	16.7%	284,912	1,900	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 2,133,585	\$ 11,273,719	15.9%	\$ 1,126,809	\$ 1,006,776	89.35%

CIP Status Report as of December 17, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	100%		\$ 203,000	\$ 202,155	98%
		Construction	0%		\$ 865,000	\$ 2,449,071	
		Total			\$ 1,068,000	\$ 2,651,226	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	17%		\$ 100,000	\$ 991,928	17%
		Total			\$ 120,000	\$ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%				
		Construction	11%			\$ 2,118,530	11%
		Total			\$ -	\$ 2,118,530	
Stormwater In-Line Check Valves - EMC Divers	SJRWMD	Design/Bidding	100%			In-House	
		Construction	60%			\$ 301,833	55%
		Total			\$ -	\$ 301,833	
FY 24/25 Stornwater Construction - Ormond Shores Park SW Pond Repair		Design/Bidding	90%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
OBSC SW Pond Expansion		Design/Bidding	30%		\$ 64,500	\$ 62,880	30%
		Construction	0%				
		Total			\$ 64,500	\$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			\$ -	\$ -	
Fund 108 - Airport							
Crosswind Business Park-Zev Cohen & Upham	FDOT	Design/Bidding	25%		\$ -	\$ 211,570	21%
		Construction	0%				
		Total			\$ -	\$ 211,570	
Fund 110 - Economic Development							
Runway Drive Ph II - JD Weber Construction	FL Commerce & FDOT	Design/Bidding	100%		\$ 195,000	\$ 104,695	100%
		Construction	86%		\$ 1,112,000	\$ 2,855,055	86%
		Total			\$ 1,307,000	\$ 2,959,750	

CIP Status Report as of December 17, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 301 - General Fund							
PD HVAC Upgrades - General Mechanical		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
		Construction	95%		\$ 225,000	\$ 598,596	93%
		Total			\$ 262,000	\$ 636,012	
PAC Fire Damage Repairs (Insurance Proceeds) - Bomar Construction		Design/Bidding	100%			In-House	
		Construction	100%	11/30/2024		\$ 626,297	90%
		Total			\$ -	\$ 626,297	
Military Blvd Sidewalk	CDBG	Design/Bidding	2%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	85%			In-House	85%
		Construction	0%				
		Total			\$ -	\$ -	
Fund 317 - Facility R & R Fund							
Central Park 1 Playground Equipment Replacement - KorKat		Design/Bidding	100%			In-House	
		Construction	0%		\$ 40,000	\$ 39,997	0%
		Total			\$ 40,000		
Fund 322 - Leisure Services Capital Fund							
OBSC LED Softball Quad Lighting - AM Weigel Construction	ECHO	Design/Bidding	100%		\$ -	In-House	
		Construction	97%		\$ 800,000	\$ 907,459	97%
		Total			\$ 800,000	\$ 907,459	
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	20%			\$ 255,745	0%
		Total			\$ -	\$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		\$ 136,000	\$ 135,642	100%
		Construction	85%		\$ 2,000,000	\$ 1,068,700	84%
		Total			\$ 2,136,000	\$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	\$ 200,000	\$ 199,872	90%
		Construction	60%		\$ 2,600,000	\$ 2,503,478	55%
		Total			\$ 2,800,000	\$ 2,703,350	
SR40 WM Loop with FM Addition	FDEP	Design/Bidding	100%		\$ 75,000	\$ 104,275	100%
		Construction	0%		\$ 6,205,000	\$ 4,525,370	0%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 530,000	0%
		Total			\$ -	\$ 530,000	

CIP Status Report as of December 17, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	80%			In-House	
		Construction	0%				
		Total					
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	95%		\$ 300,000	\$ 292,964	96%
		Construction	0%		\$ 1,300,000		
		Total			\$ 1,600,000	\$ 292,964	
Halifax River Utility Crossing		Design/Bidding	5%		\$ 480,000	\$ 438,614	0%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	10%		\$ 160,000	\$ 148,079	7%
		Construction	0%		\$ 1,440,000		0%
		Total			\$ 1,600,000	\$ 148,079	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	100%		\$ 270,000	\$ 272,800	95%
		Construction	0%		\$ 2,430,000	\$ 6,904,700	0%
		Total			\$ 2,700,000	\$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-ARBP Seawall		Design/Bidding	95%			\$ 93,965	94%
		Construction	0%		\$ -		
		Total			\$ -	\$ 93,965	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining		Design/Bidding	100%			In-House	
		Construction	0%		\$ 950,000	\$ 575,150	0%
		Total			\$ 950,000	\$ 575,150	
Annual Projects Fund 308 - Transportation							
2024 Roadway Resurfacing - Masci General Contractor		Design/Bidding	100%			In-House	
		Construction	100%	11/1/2024	\$ 750,000	\$ 791,358	100%
		Total			\$ 750,000	\$ 791,358	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	85%		\$ 165,000	\$ 164,612	81%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

December, 2024

Ormond Beach
November Employment

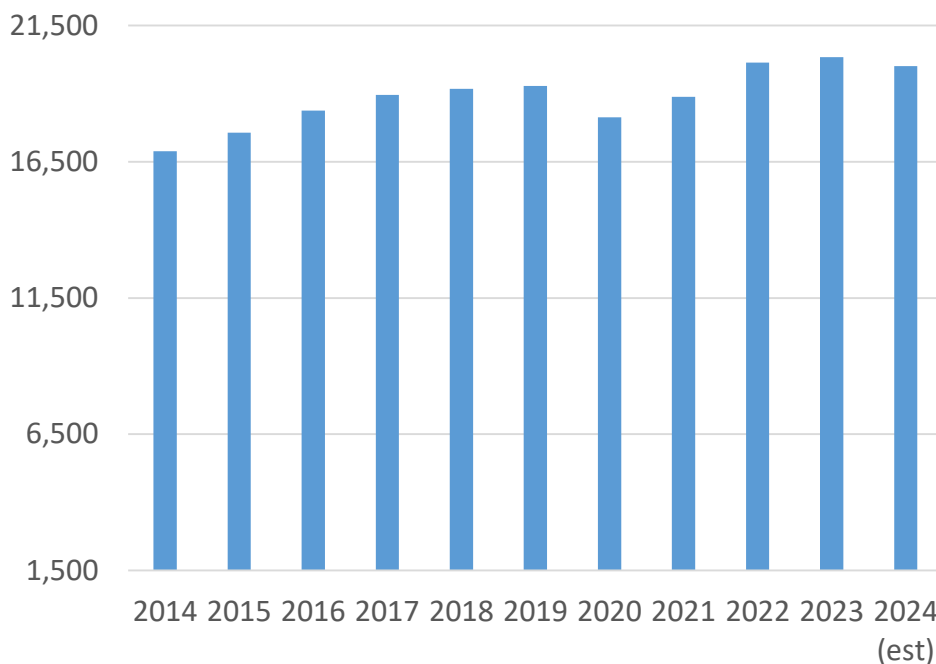
20,009

This is down 2% from last year

Ormond Beach
Unemployment Rate

3.8%

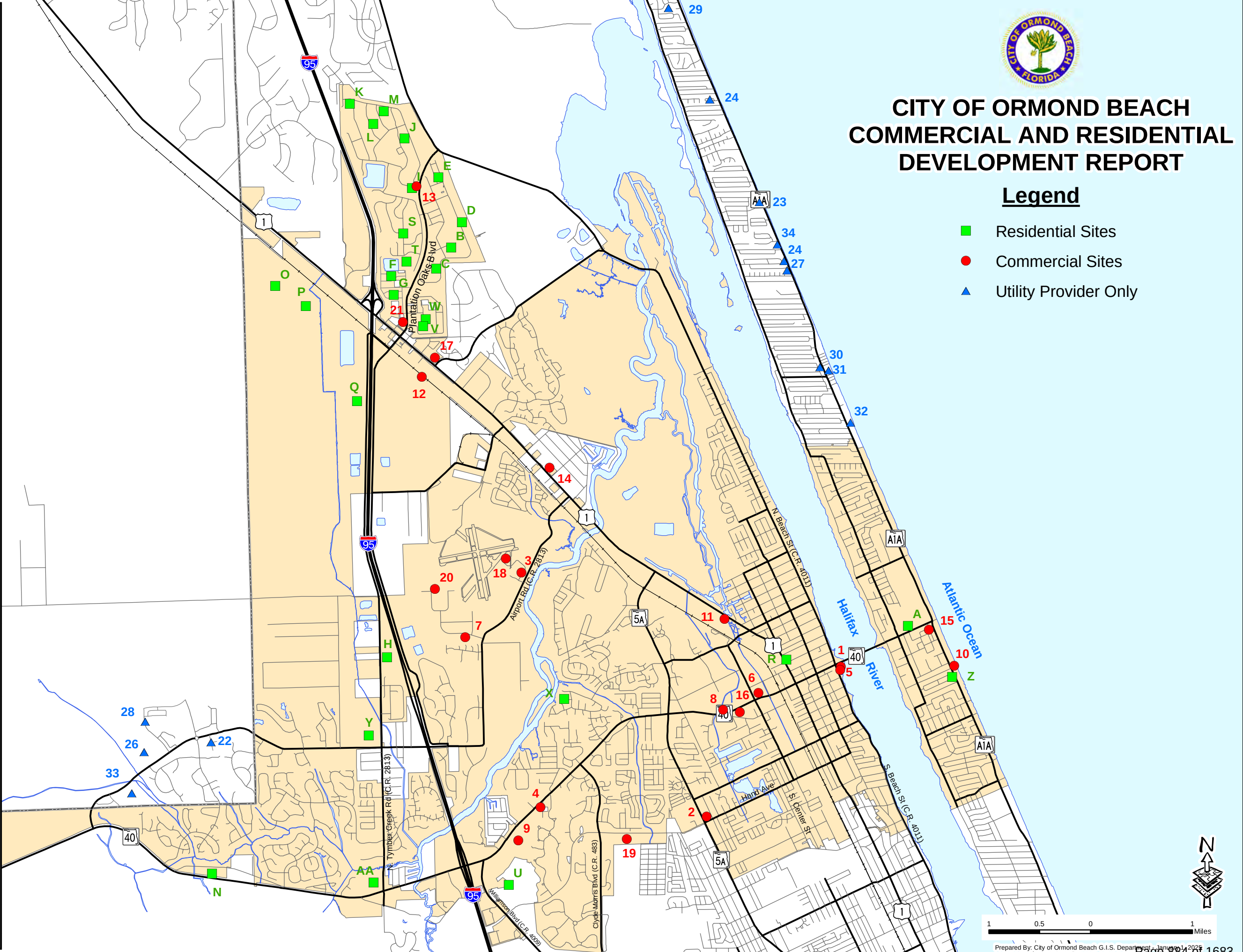
Ormond Beach Employment Trend



Notes and Updates:

- Employment for November** was 20,009 down 2% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 3.8%. Employment has stayed within a modest range with employment numbers falling slightly since the high in March of 20,489. There were 475 job postings in November – leading industries posting are Information, Construction, Wholesale Trade, and Accommodation and Food Services.
- Construction continues** on Business Park Drive in the Airport Business Park. This road will provide for a secondary collector road allowing for improved logistics for existing businesses in the park and provide for additional opportunities of expansion and relocation of target industry to the business park. Construction is estimated to take nine months with completion in the first quarter of 2025.
- Volusia Innovation Challenge** is an exciting local pitch competition designed to nourish innovation and energize new ventures. Aspiring entrepreneurs, innovators, and small business owners are encouraged to apply for the challenge, which offers a unique platform for entrepreneurs to validate their product concepts, receive expert guidance, and compete for cash and in-kind prizes to advance their ventures. For more information on the challenge and to be notified when the application announcement goes live, visit www.volusiabusinessresources.com/volusia-innovation-challenge.

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 3 - Preliminary Plat
C	Archers Mill Phase 4 - Preliminary Plat
D	Archers Mill Phase 5 - Preliminary Plat
E	Archers Mill Phase 6 - Final Plat
F	Bradford Lakes - Final Plat
G	Bradford Park - Final Plat
H	Enclave - Preliminary Plat
I	Fountain View - Amenity Center
J	Fountain View Phase 1C - Preliminary Plat
K	Fountain View Phase 1D - Preliminary Plat
L	Fountain View Phase 1E - Preliminary Plat
M	Fountain View Phase 1F - Preliminary Plat
N	Little Tomoka Village
O	Ormond Crossings Phase 1
P	Ormond Crossings Text Amendment
Q	Ormond Crossings Watermain Extension
R	Ormond Enclave (FKA Courtyards)
S	Plantation Oaks - 2C
T	Plantation Oaks - 2D
U	Regal Multifamily
V	Ridgehaven Preliminary Plat
W	Ridgehaven Amenity Center
X	Rivell Subdivision
Y	Tattersall at Tymber Creek
Z	Tides Edge - Final Plat
AA	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	Cassen Park
2	Circle-K
3	Civil Air Patrol Building
4	Complete Cardiology Expansion
5	Corbin Avenue ROW Vacation
6	Ellianos OB Granada Blvd
7	Germfree Driveway Expansion
8	IHOP
9	Lowes Outdoor Storage
10	Ormond Beach Holdings LLC
11	Ormond Beach Self Storage
12	Ormond Crossings - Pine Tree Flyover
13	PO OB - Neighborhood Commerical
14	Public House Restaurant
15	Salty Church Remodal
16	Shoppes at Granada Pointe
17	Stor - It
18	Tomlinson Aviation
19	Tomoka Christian Church
20	Valiant Diner Phase 4
21	Woodsprings Suites
ORMOND BEACH - UTILITY PROVIDER ONLY	
22	Amberwoods
23	Baileys by the Sea
24	Beachview Cove
24	Baileys by the Sea 2
26	Brookside at Ormond Station
27	Corinthian Villas
28	Garden Side Phase 2
29	North Peninsula WWTP
30	Ocean Shore Plaza Sewer
31	Regency Plaza Condominium
32	Surf Side Club South
33	Woodside
34	Villas at Spanish Waters



City of Ormond Beach Commercial Development Report, as of January 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month			
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
1	CASSEN PARK 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen park including relocation of the bait shop, addition of stormwater ponds, and increase in paved parking.	05.17.24	06.09.24	08.01.24	08.27.24	In Review	Not applicable	09.12.24 (Approved)	10.15.24 (Approved)	12.12.24			Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach	
2	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Redevelopment of old bank site for new convenience store with fueling canopy. Demolish existing building and construct 5,200 square foot building on 1.88 acres.	12.04.24	In Review				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Kimley-Horn O = Sun State Petrol I, LLC	
3	CIVIL AIR PATROL BUILDING 760 Airport Road SPRC-2024-000048	New classroom building of 864 square feet.	11/27.24	12.10.24	In Review			Not applicable	Not applicable	Not applicable	12.24.24	12.24.26		Not applied	Not applied	Not applied	Not applied			APP - City of Ormond Beach	
4	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714. Acreage = 1.49.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	75%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.	
5	CORBIN AVENUE ROW VACATION 1 S. Beach Street PZ-2024-000080	Vacation of Corbin Ave right of way from the back of sidewalk along the eastern side of Beach St east to River, (within Cassen Park parcel)	08.08.24	08.28.24	10.01.24			Not applicable	Not applicable	10.15.24 12.03.24 01.07.25	Requires City Commission Approval			Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach	
6	ELLIANOS OB GRANADA BLVD 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24	05.16.24	10.17.24	11.22.24	Not applicable	11.14.24 (Denied 1-3)	01.07.25				Not applied	Not applied	Not applied	Not applied			E = Gmuere Engineering O = Kjump, Inc.	
7	GERMFREE DRIVEWAY EXPANSION 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility.	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23	Under Constr.		Not applied	Not applied	Issued 02.16.24	\$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.	
8	IHOP 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable	01.02.24	01.02.26		Issued 08.16.24	\$1,600,000	Issued 07.26.24	706743	55%		E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC	
9	LOWE'S OUTDOOR STORAGE 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24	09.10.24		Not applicable	07.11.24 Approved	09.18.24 Approved				Not applicable	Not applicable	Not applicable	Not applicable			APP = Storch Law Firm O = Lowes	
10	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms,	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.23	05.24.25		Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	45%		E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC	
10	ORMOND BEACH HOLDINGS LLC AMENDMENT 251 South Atlantic Avenue SPRC-2024-000009	Planned Development Amendment to remove the requirement for inclusion of beach approach improvements.	12.26.23	01.17.24	03.30.24	11.03.23		02.19.24	03.14.24 (Approved)	12.03.24 & 01.07.24				See Above	See Above	See Above	See Above			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC	
11	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		Pending payment	A =\$9,039,174 B= \$240,741 C= \$665,681 D= \$294,240 E= \$294,240 F= \$9,796,008 G= \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC	

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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		Change in project status								Project nearing completion								Projects reviewed this month			
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
12	ORMOND CROSSINGS, PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	30% plan set for 1,530 LF 4-lane divided roadway that will connect US-1 (at Pine Tree Dr Intersection) to the Ormond Crossings development west of the existing	11.20.24	12.22.24				Not applicable	Not applicable	Not applicable										E = Poulos & Bennett, LLC O = Ormond Crossings West	
13	PO OB - NEIGHBORHOOD COMMERCIAL 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building with air conditioned storage on 2nd floor.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	11.05.26		Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc.	
14	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26		Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi	
15	SALTY CHURCH REMODAL 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	In Review				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			ARC - Hall and Ogle Architects O = Salty Church	
16	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		Submitted	\$2,030,000	Fees Due	\$486,082			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.	
17	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approved	01.24.23 & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	70%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.	
18	TOMLINSON AVIATION 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings and a new apron leading from the hangar addition to taxi way.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24	10.16.26		Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation	
19	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	08.18.26		Not applied	Not applied	Issued 10.15.24	\$400,926	0%		E = Zev Cohen & Associates O = Tomoka Christian Church	
20	VALIANT DINER, PHASE 4 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	\$1,279,800	Approved	\$150,000	98%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC	
NA	WAL-MART EXPANSION 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	In Review				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = CPH O = Wal-Mart Stores, Inc.	
21	WOODSPRINGS SUITES 1119 Benton Street PZ-2024-000073	Woodsprings Suites (122 rooms)	07.08.24	07.24.24				Required	Required	Required				Not applicable	Not applicable	Not applicable	Not applicable			E = Germana Engineering	

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		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
22	AMBERWOODS Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	Under constr.		Not applicable	Not applicable	Issued 08.26.24	\$1,526,866 (Utilities Only)	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
23	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					Outside City	Outside City	Outside City	11.26.23	Under constr.		Not applicable	Not applicable	Issued 07.19.24	\$536,995 (Utilities only)	10%		O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
24	BAILEYS BY THE SEA 2 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				Outside City	Outside City	Outside City	07.26.24	07.26.26		Not applicable	Not applicable	Pending	Pending			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
25	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	\$711,679 (Utilities Only)	85%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
26	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				Outside City	Outside City	Outside City	05.17.24	05.17.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
27	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	Under constr.		Not applicable	Not applicable	Issued 09.15.23	\$356,177 (Utilities only)	95%		E = Clearwater Solutions, LLC O = Corinthian Villas
28	GARDEN SIDE, PHASE II Flagler County SPRC-2024-000021	Flagler County utility connection, 89 lots on 40.145 acres	03.05.24	04.04.24	08.23.24			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
29	NORTH PENINSULA WWTP SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			Outside City	Outside City	Outside City	09.10.24	09.10.26		Not applicable	Not applicable	Not applied	Not applied			E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
30	OCEAN SHORE PLAZA SEWER 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				Outside City	Outside City	Outside City	05.13.24	05.13.26		Not applicable	Not applicable	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
31	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Issued 01.08.24	\$257,165 (Utilities only)	95%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
32	SURFSIDE CLUB SOUTH 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Issued 04.22.24	\$250,000 (Utilities only)	95%		E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
33	WOODSIDE PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			Outside City	Outside City	Outside City	05.06.24	Under Const		Not applicable	Not applicable	Issued 08.26.24	\$1,526,866 (Utilities Only)	50%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

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City of Ormond Beach Residential Development Report, as of January 1, 2025

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL PHASE 3 PRELIMINARY PLAT 3016 Bonspiel Drive PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL PHASE 4 PRELIMINARY PLAT 3150 Arch Avenue PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL PHASE 5 PRELIMINARY PLAT 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	10.17.25	Issued 11.27.23	\$1,225,490.57	80%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL PHASE 6 PRELIMINARY PLAT 3665 Bonspiel Drive PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23	05.06.24		Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under construction	Issued 11.27.23	\$2,668,369.85	92%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL PHASE 6 FINAL PLAT 3665 Bonspiel Drive PZ-2024-000035	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	03.08.24	03.30.24				Required	05.09.24 (Approved)	7.23.24 & 08.06.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	BRADFORD LAKES PRELIMINARY PLAT 140 Bradford Lakes Way PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24		Issued 05.08.24	\$3,586,560.00	40%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
F	BRADFORD LAKES FINAL PLAT 140 Bradford Lakes Way PZ-2024-000071	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	06.26.24	07.16.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
G	BRADFORD PARK PRELIMINARY PLAT 1175 Bradford Park Way SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24		Issued 05.08.24	\$2,855,823.00	40%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
G	BRADFORD PARK FINAL PLAT 1175 Bradford Park Way PZ-2024-000072	180 townhomes and associated site improvements on 25.31 acres.	06.26.24	07.15.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.

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City of Ormond Beach Residential Development Report, as of January 1, 2025

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
H	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ-2023-000066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23	07.26.24	In Review	Not Required	09.14.23 (Approved)	10.17.23 (Approved)	10.30.24	10.30.26	Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
I	FOUNTAIN VIEW, AMENITY CENTER 1400 Fountain View Street SPRC-2024-000022	Modification to approved site plan. A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	07.07.26	Pending	Issued	5%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT 1160 Fountain View Street SPRC-2024-000007	141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT 1789 Houmas Street SPRC-2024-000016	103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT 1587 Nottoway Circle SPRC-2024-000017	110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT 1130 Evelynton Lane SPRC-2024-000018	97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	06.04.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	LITTLE TOMOKA VILLAGE 2425 West Granada Boulevard PZ-2024-000068	Developm ent of a 31 lot subdivision and parcel for a House of Worship	06.12.24	07.03.24	10.20.24			10.30.24	To be determined	To be determined			Not applied	Not applied		E = Zev Cohen and Associate APP = Cobb Cole
O	ORMOND COSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-000050	Preliminary Plat for 444 lots on 252.16.	12.03.24	In Review				Not Required	Required	Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
P	ORMOND CROSSINGS, TEXT AMENDMENT Ormond Crossings PZ-2024-000089	Request for a text change to the Master Development Plan included in Ordinance 2013-50 to allow for single family residential units.	08.20.24	09.09.24				Not Required	10.29.24 (Approved)	12.03.24 01.07.24			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	ORMOND CROSSINGS WATERMAIN EXTENSION 1030 North Tymber Creek Road SPRC-2024-000049	Construction of approximately 18,000 LF of 16" PVC WM along North Tymber Creek Road.	12.03.24	In Review				Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
R	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design

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City of Ormond Beach Residential Development Report, as of January 1, 2025

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	\$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	\$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
U	REGAL MULTIFAMILY 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
V	RIDGEHAVEN PRELIMINARY PLAT 1066 Cliffhaven Court PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23 Revision 02.01.24	Under construction	Issued 12.21.23	\$6,950,757	80%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
W	RIDGEHAVEN AMENITY CENTER 1066 Cliffhaven Court SPRC-2024-000032	The project consists of modifying the amenity area site plan	04.23.24	05.17.24	07.12.24			Not Required	Not Required	Not Required	09.04.224		Not applied	Not applied		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
X	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-0000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24			Not Required	Required	Required			Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
Y	TATTERSALL AT TYMBER CREEK Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
Z	TIDES EDGE PRELIMINARY PLAT 300 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under construction	Approved	\$718,460	90%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
AA	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

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Planning public hearing items

City Commission items, City Commission Chambers of City Hall at 7:00 P.M., January 7, 2025 and January 21, 2025					
File Number	Item	Description	Planning Board	City Commission, 1st or only	City Commission, 2nd reading
PZ-24-80	Corbin Avenue, Partial Right-of-Way Vacation	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.	NA	12.03.2024	01.07.2025
PZ-24-09	251 South Atlantic Avenue, First Amended Planned Business Development	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.	03.14.2024 (Approval)	12.03.2024	01.07.2025
PZ-24-094	Land Development Code amendment, Alcoholic or Malted Beverage Manufacturer	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.	10.29.24 (Approval)	12.03.2024	01.07.2025
PZ-24-089	Ormond Crossings, Planned Mixed Use Development (PMUD) Amendment	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 Planned Mixed Use Development 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 Planned Mixed Use Development 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.	10.29.24 (Approval)	12.03.2024	01.07.2025
PZ-24-093	Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment	This is a request from Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop 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 I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.	10.29.24 (Approval)	12.03.2024	01.07.2025
NA	Road Name Change, Hammond Avenue to Baltic Avenue	This is an administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.	NA	01.07.2025	01.21.2025
NA	Road Name Changes, Pennsylvania Avenue and Indiana Avenue	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.	NA	01.07.2025	01.21.2025
PZ-24-082	Land Development Code amendment, Live Local Act	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.	10.10.2024 (Approval)	01.07.2025	01.21.2025
PZ-2024-000109	Ellianos, Special Exception Redevelopment Plan, 353 West Granada Boulevard	This is a request by Christopher Gmuer, President, Gmuer Engineering, LLC with authorization of the property owner, KJUMP Incorporated for a Special Exception Redevelopment Plan to allow the re-purposing of a portion of the Winn-Dixie parking lot to construct an approximately 800 square-foot free standing dual drive-through only coffee shop and associated site improvements at 353 West Granada Boulevard. Section 2-70(m) of the Land Development Code allows site redevelopment for a project located in the Downtown Overlay District that cannot meet Land Development Code (LDC) standards due to nonconformance or other site constraints. The applicant is requesting two waivers as part of this Special Exception application, 1) a waiver to landscaping buffers on the west side property line, and 2) the City's vehicle stacking requirements.	11.14.2024 (Denial)	01.07.2025	01.21.2025
PZ-2024-000109	Land Development Code Amendment, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.	11.14.2024 (Approval)	01.07.2025	01.21.2025
PZ-068(A)	Little Tomoka Village, Planned Residential Development, Zoning Map Amendment	This is a application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021. The application seeks a zoning map amendment (this item) from SR, Suburban Residential to PRD, Planned Residential Development and the Issuance of a development order (Item B) for a Planned Residential Development known as "Little Tomoka Village to allow the construction of a residential subdivision of 31 single-family lots and associate site improvements as well as the construction of house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011.	12.12.2024 (Approval)	01.21.2025	02.04.2025

Planning public hearing items

City Commission items, City Commission Chambers of City Hall at 7:00 P.M., January 7, 2025 and January 21, 2025					
File Number	Item	Description	Planning Board	City Commission, 1st or only	City Commission, 2nd reading
PZ-068(B)	Little Tomoka Village, Planned Residential Development, Issuance of a Development Order	This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021. The application seeks the issuance of a development order for a Planned Residential Development known as “Little Tomoka Village” to allow the construction of a residential subdivision of 31 single-family lots and associated site improvements as well as the construction of house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011. The project also seeks the combination of the parcels within the Hunter’s Ridge Development of Regional Impact, Volusia County Parcel Identification Numbers 4127-00-00-0011 and 4127-00-00-0015, into the Little Tomoka Village Planned Residential Development and the removal of the extension of Hunter’s Ridge Boulevard within the parcel boundaries as the fifth amendment to the Hunter’s Ridge Development of Regional Impact Master Development Plan.	12.12.2024 (Approval)	01.21.2025	02.04.2025
PZ-24-112	SunBros Coffee, Special Exception	This is an application submitted by Zev Cohen and Associates, on behalf of the property owner, Massey Auto Brokers, Inc., and proposed tenant, Dan Sundell of SunBros Coffee for a Special Exception to allow for redevelopment of the parcel to a drive-thru only coffee shop, located in the Downtown Overlay District at 14 South Yonge Street. The redevelopment plan seeks to re-design the existing lot to develop an approximately 250 square-foot drive-through only coffee shop. The project will require waivers to the landscaping requirements along the side property lines and building wall signage requirements of the Land Development Code which are included in the request.	12.12.2024 (Approval)	01.21.2025	NA
PZ-24-087	Landscape Article Updates	This is a request to consider an administrative application to update the landscape standards in the Land Development Code. The following Land Development Code sections are proposed to be amended: Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.- Maintenance of plantings and irrigation systems/enforcement, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.- Site plan approval required; thresholds, and Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits. The project website is https://www.ormondbeach.org/1058/Landscaping-Updates .	12.12.2024 (Approval)	01.21.2025	02.04.2025
NA	Summary of Administrative Variances Granted, Fiscal Year 2023-24	The administrative variances have been a useful tool in permitting minor encroachments. Variance requests beyond the 10% threshold established by the Land Development Code (LDC) require review and action by the Board of Adjustments and Appeals. The LDC requires an annual reporting of the administrative variances to the Board of Adjustments and Appeals and the City Commission. There were 8 requests approved in FY 2023-24.	NA	01.21.2025	NA
NA	Request for Proposals - Technical Services for Tyler Enterprise Permitting and Licensing (EPL) Energov	This provides public notice of the City's intent to advertise a request for proposals for technical services for Tyler Enterprise Permitting and Licensing (EPL) Energov.	NA	01.21.2025	NA
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.igmm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Planning public hearing items

Board of Adjustment and Appeals - January 8, 2025		
PZ-2024-111	559 Ocean Shore Boulevard	This is an application by Mark A. Watts, Cobb Cole, authorized agent of the property owners of 559 Ocean Shore Boulevard, Roger and Sallye Holler, to construct a new single-family house on an oceanfront lot. The property is located in the R-1 (Residential Estate) zoning district. Section 2-12.B.2. of the Land Development Code (LDC) allows a maximum building height of 30'. The property owners seek to construct a new three-story single-family house with a sloped roof behind a parapet wall. The application is requesting a building height of 39.79' requiring a variance of 9.79'.
PZ-2024-113	183 University Circle	This is an application of application of Robert and Amanda Bittner, property owners of 183 University Circle, Ormond Beach, Florida 32176. The applicants seek to construct a 6-foot high solid-style fence in the front yard. Section 2-50(n)(3) of the Ormond Beach Land Development Code requires that solid-style fences, be no more than 3 feet in height in the front yard. Section 2-50(n)(2)(f) of the Ormond Beach Land Development Code requires a 3-foot setback on fences that abut a right-of-way line. The applicant is seeking a fence height variance of 3 feet to allow a 6-foot solid-style fence in the front yard and a 0-foot setback to the right-of-way line for the property at 183 University Circle.
PZ-2024-116	230 Ellicott Drive	This is an application of Karen and Peter Merris property owners of 230 Ellicott Drive. The property owner seeks to re-construct a screen porch with a hard roof that was damaged by Hurricane Milton. The property at 230 Ellicott Drive is zoned R-2.5 (Single-Family Low-Medium Density) and Section 2-14(B)(9)(b) of the Land Development Code requires a 20' rear yard setback. The applicant is requesting a rear yard setback of 11' to re-construct a screen room with a hard roof, requiring a rear yard variance of 9' to the required 20' rear yard setback.
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - January 9, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-24-110	67 West Granada Boulevard, Signage, Special Exception Redevelopment Plan	This is an application submitted by WIVIGECO LLC, for a Special Exception for building signage at 67 West Granada Boulevard. Sections 2-70(m) and 3-48(B) of the Land Development Code allows alternative business premise signage through a Special Exception Redevelopment Plan. The Special Exception seeks to allow a sign of approximately 104 square foot sign on the building. The subject property is located at 67 West Granada Boulevard, is zoned as B-4, Central Business, and is within the Downtown Overlay District.
PZ-24-117	Capital Improvements Element Update	This is an administrative amendments to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan consistent with the adopted Capital Improvement Plan in accordance with State law. This update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Comprehensive Plan 2045 Update, Community Engagement Meeting - - January 16, 2025, City Commission Chambers of City Hall at 5:30 P.M.		
PZ-2024-084	Comprehensive Plan 2045 Update	The City of Ormond Beach is updating the Comprehensive Plan (2045 update) and has held a series of meetings to review and make recommendations for changes to the Comprehensive Plan. The purpose of the Community Engagement Meeting is to review the proposed updates. The meeting will include a summary presentation and a question and answer session.
Note: Please see: https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



PERMIT ISSUANCE SUMMARY (12/01/2024 TO 12/31/2024) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Partial or Interior	1	2,500	\$4,500.00	\$112.63
	Detached Accessory Structure	1	480	\$14,420.00	\$154.51
	Electrical	7	10,000	\$21,385.00	\$809.25
	Exterior	8	0	\$182,914.00	\$2,039.78
	Interior Build Out	2	148,200	\$2,503,500.00	\$120.87
	Mechanical	11	0	\$176,124.95	\$1,237.50
	Milestone Inspection	6	125,440	\$0.00	\$1,500.00
	Reroof	7	129,255	\$579,535.00	\$2,717.24
	Signage	12	334	\$67,953.00	\$1,915.28
BUILDING NON-RESIDENTIAL TOTAL:		55	416,209	\$3,550,331.95	\$10,607.06
Building Residential	Demolition, Complete	1	2,221	\$10,000.00	\$440.89
	Demolition, Partial or Interior	2	512	\$67,500.00	\$527.35
	Detached Accessory Structure	4	1,619	\$115,515.00	\$1,432.02
	Dock/Seawall	1	0	\$45,000.00	\$0.00
	Electrical	18	0	\$44,223.55	\$1,383.93
	Exterior	77	4,693	\$813,485.52	\$9,530.36
	Gas	9	0	\$56,517.08	\$805.83
	Generator	8	16,960	\$63,864.00	\$1,467.48
	Interior	9	310	\$207,801.01	\$1,697.26
	Manufactured/Mobile Home	1	1,456	\$35,000.00	\$630.10
	Mechanical	53	9,000	\$511,739.82	\$4,014.75
	New Construction, Addition	6	3,901	\$338,608.32	\$3,048.81
	New, Single Family Residential	17	47,092	\$6,549,184.63	\$220,268.42
	Outside the City Utility Permit	23	45,766	\$0.00	\$65,389.00
	Plumbing	10	1,688	\$24,830.36	\$681.75
	Pool/Spa	6	2,568	\$500,000.00	\$4,529.43
	Reroof	131	210,179	\$2,244,247.29	\$20,727.07
	Screen Enclosure	5	5,061	\$92,934.00	\$963.21
	Solar	12	11,340	\$486,231.02	\$4,860.59
BUILDING RESIDENTIAL TOTAL:		393	364,366	\$12,206,681.60	\$342,398.25
Engineering Residential	Grade & Fill	2	0	\$7,500.00	\$66.00
	Seawall Revetment	3	0	\$145,000.00	\$900.30
	Tree Removal	24	0	\$1,000.00	\$450.00
	Underbrushing	1	0	\$0.00	\$15.00
ENGINEERING RESIDENTIAL TOTAL:		30	0	\$153,500.00	\$1,431.30
Fire Non-Residential	Fire Protection Systems	6	1,112,558	\$137,926.00	\$1,199.00
	FIRE NON-RESIDENTIAL TOTAL:	6	1,112,558	\$137,926.00	\$1,199.00
LDC Non-Residential	Non-Residential Paint Permit	1	0	\$5.00	\$20.00
	Special Event Permit	2	24	\$2.00	\$0.00
LDC NON-RESIDENTIAL TOTAL:		3	24	\$7.00	\$20.00
LDC Residential	Garage Sale	25	0	\$77.00	\$110.00
	LDC	40	0	\$257,978.35	\$2,965.00
	Residential Subdivision SPRC Site Im	1	0	\$207,442.00	\$5,186.05
	Sheds less than 150 square feet in siz	1	0	\$4,700.00	\$75.00
LDC RESIDENTIAL TOTAL:		67	0	\$470,197.35	\$8,336.05

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (12/01/2024 TO 12/31/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
GRAND TOTAL:		554	1,893,157	\$16,518,643.90	\$363,991.66

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



PERMIT ISSUANCE SUMMARY (01/01/2024 TO 12/31/2024) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	ADA Access Renovations	2	1,603	\$414,290.94	\$2,801.52
	Demolition, Complete	5	40,264	\$293,920.00	\$28,483.24
	Demolition, Partial or Interior	5	24,247	\$71,900.00	\$443.23
	Detached Accessory Structure	17	8,641	\$430,136.14	\$6,589.12
	Dock/Seawall	4	1,889	\$285,000.00	\$2,220.00
	Electrical	105	15,020	\$2,054,386.85	\$17,853.53
	Exterior	63	235,187	\$4,614,088.30	\$33,498.30
	Gas	4	126,586	\$255,411.00	\$688.38
	Generator	3	125	\$60,001.00	\$930.38
	Interior Build Out	45	284,427	\$12,554,893.50	\$113,807.56
	Low Voltage Alarm Labels	4	130,287	\$2,018,350.00	\$301.00
	Mechanical	173	46,443	\$2,014,159.32	\$23,082.87
	Milestone Inspection	9	125,440	\$0.00	\$2,500.00
	New Construction	12	118,030	\$42,706,478.24	\$260,430.24
	New Construction, Addition	2	900	\$53,500.00	\$1,166.51
	Plumbing	24	9,352	\$92,795.00	\$13,533.33
	Pool/Spa	4	459	\$772,000.00	\$5,896.96
	Reroof	89	652,745	\$4,319,326.97	\$29,183.43
	Signage	131	4,737	\$648,171.99	\$20,297.00
	Solar	1	500	\$49,000.00	\$583.83
	Utility Connection Permit (UCP)	3	0	\$0.00	\$12,253.00
	Wall, Structural	4	17,867	\$349,010.78	\$2,650.61
BUILDING NON-RESIDENTIAL TOTAL:		709	1,844,749	\$74,056,820.03	\$579,194.04
Building Residential	Demolition, Complete	13	19,568	\$109,364.00	\$4,858.20
	Demolition, Partial or Interior	8	8,171	\$86,401.00	\$1,064.45
	Detached Accessory Structure	68	29,326	\$1,521,239.96	\$18,114.54
	Dock/Seawall	40	4,340	\$1,368,798.00	\$16,172.51
	Electrical	224	8,354	\$631,278.50	\$21,055.30
	Exterior	890	104,633	\$10,872,157.61	\$339,018.20
	Gas	66	40	\$331,054.61	\$7,126.49
	Generator	65	32,254	\$719,213.11	\$14,271.65
	Interior	73	43,940	\$3,232,413.38	\$32,179.90
	Manufactured/Mobile Home	33	48,724	\$760,174.00	\$211,988.26
	Mechanical	848	96,560	\$8,032,518.74	\$65,586.29
	New Construction, Addition	92	38,835	\$4,231,075.02	\$39,196.09
	New Construction, Townhomes	1	0	\$301,681.80	\$0.00
	New, Single Family Residential	160	437,425	\$66,179,012.77	\$2,026,798.33
	Outside the City Utility Permit	72	144,043	\$404,597.00	\$334,550.14
	Plumbing	145	16,863	\$536,555.38	\$41,334.69
	Pool/Spa	67	25,783	\$5,690,954.32	\$53,781.57
	Reroof	1,166	1,359,093	\$21,686,802.05	\$199,925.62
	Screen Enclosure	44	37,181	\$685,858.00	\$8,796.79
	Solar	121	26,241	\$4,284,727.42	\$46,138.36
	Utility Connection Permit (UCP)	11	106,140	\$13,738,271.00	\$144,648.91
BUILDING RESIDENTIAL TOTAL:		4,207	2,587,513	\$145,404,147.67	\$3,626,606.29
Engineering Non-Residential	Grade & Fill	2	0	\$427,000.00	\$330.00
	Tree Removal	7	0	\$10,500.00	\$680.00
	Underbrushing	1	0	\$23,000.00	\$15.00
ENGINEERING NON-RESIDENTIAL TOTAL:		10	0	\$460,500.00	\$1,025.00
Engineering Residential	Grade & Fill	6	0	\$15,500.00	\$475.00
	Seawall Revetment	6	0	\$219,700.00	\$2,080.19

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (01/01/2024 TO 12/31/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Tree Removal	383	0	\$11,610.00	\$6,990.00
	Underbrushing	4	0	\$0.00	\$60.00
	ENGINEERING RESIDENTIAL TOTAL:	399	0	\$246,810.00	\$9,605.19
Fire Non-Residential	Fire Protection Systems	61	2,370,642	\$2,078,389.57	\$9,840.65
	Fireworks	2	700	\$0.00	\$404.00
	FIRE NON-RESIDENTIAL TOTAL:	63	2,371,342	\$2,078,389.57	\$10,244.65
LDC Non-Residential	LDC	22	24,023	\$325,665.00	\$3,015.00
	Master Solicitor	5	0	\$5.00	\$700.00
	Non-Residential Paint Permit	6	3,746	\$805,107.00	\$120.00
	Non-Residential SPRC Site Improvem	15	26,792	\$3,651,537.57	\$50,136.79
	Special Event Permit	67	447,892	\$7,159.02	\$19,195.00
	LDC NON-RESIDENTIAL TOTAL:	115	502,453	\$4,789,473.59	\$73,166.79
LDC Residential	Garage Sale	636	0	\$3,122.00	\$2,950.00
	LDC	445	0	\$2,793,680.36	\$33,591.00
	Residential Subdivision SPRC Site Im	9	0	\$17,528,896.04	\$438,222.41
	Sheds less than 150 square feet in siz	11	0	\$48,846.00	\$823.75
	LDC RESIDENTIAL TOTAL:	1,101	0	\$20,374,544.40	\$475,587.16
GRAND TOTAL:		6,604	7,306,057	\$247,410,685.26	\$4,775,429.12

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-03
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Ormond Beach Historical Society (SECOND READING)		
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 <u>Planning Board</u> 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	1/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/7/2025
	Joyce Shanahan, City Manager	1/13/2025

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 for the City of Ormond Beach, Inc. and the ~~Ormond Beach Historical Trust~~ Ormond Beach Historical Society, Inc. 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 (1 st Reading) January 21, (2 nd 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 21, 2025 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-04
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Live Local Act (SECOND READING)		
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 <u>Planning Board</u> 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 1/7/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/7/2025 Joyce Shanahan, City Manager 1/13/2025	

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 <u>October 10, 2024</u>
TENTATIVE CITY COMMISSION DATES:	October 15, 2024 <u>December 3, 2024</u> (1 st Reading) and November 6, 2024 <u>January 7, 2025</u> (2 nd 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:	<u>The September staff report has been updated with new text in underline and deleted text in strikethrough format</u>
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



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

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- Developed Commercial, Industrial, Mixed-Use Map
- Vacant Commercial, Industrial, Mixed-Use Map
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- 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."

- 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.
- 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.
- 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.
- According to Rent.com as of May 5, 2024, the average rent in Ormond Beach for a one-bedroom apartment is \$1,200.
- 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 <i>NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP</i>															
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-Ormond Beach HMFA)	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
	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
	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
	Median: 82,800	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
	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

- 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).
- 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:

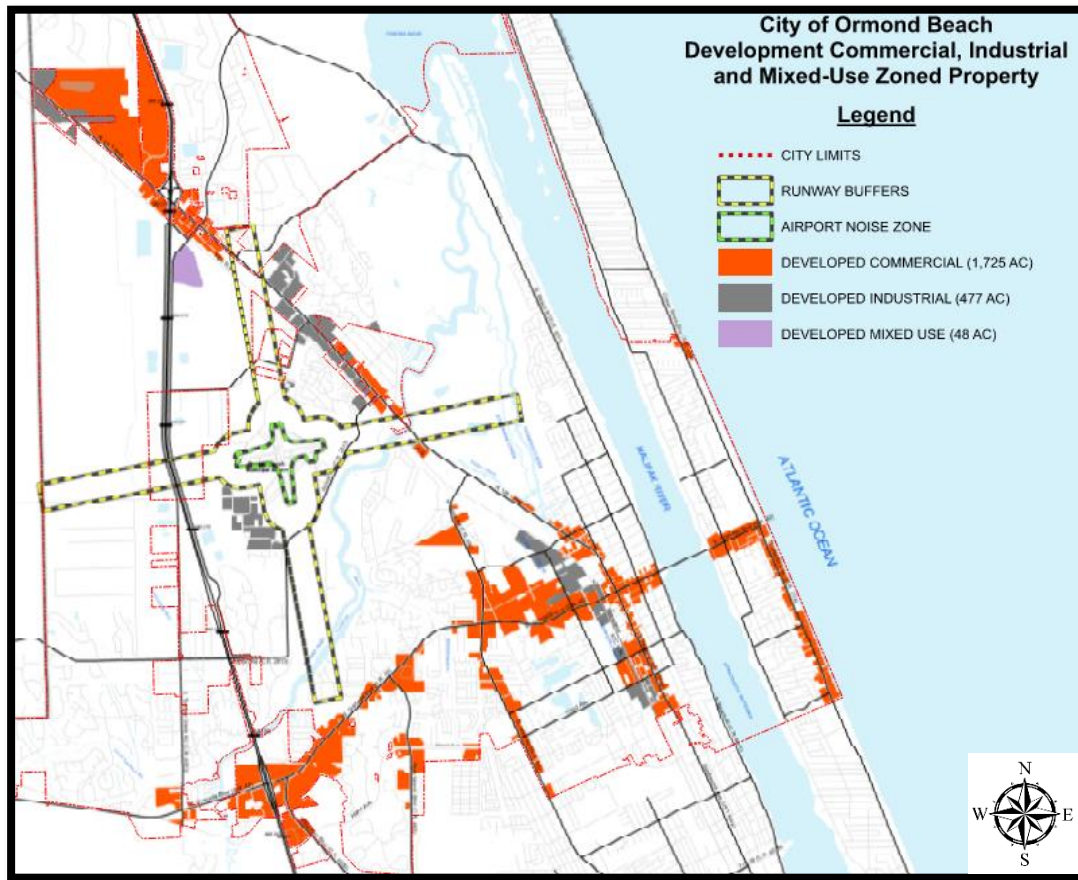
- a. 150% of the tallest building on any adjacent property; or,
 - b. the highest currently allowed height of the property; or,
 - c. three stories.
4. A city must administratively approve - without public hearings or meetings - if the regulations applicable to multifamily development are met (including, 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

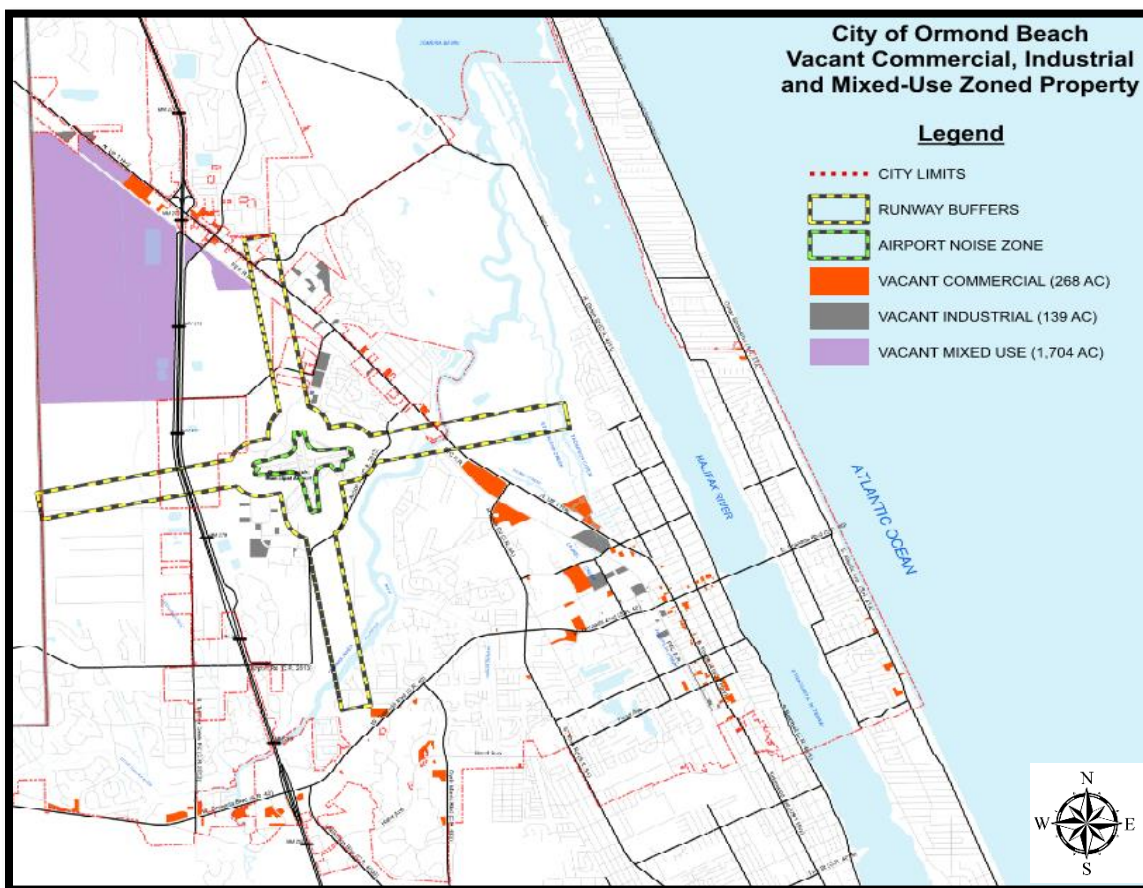
1. COMMERCIAL: 268 Acres.

- 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.
- 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

- 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.
- 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

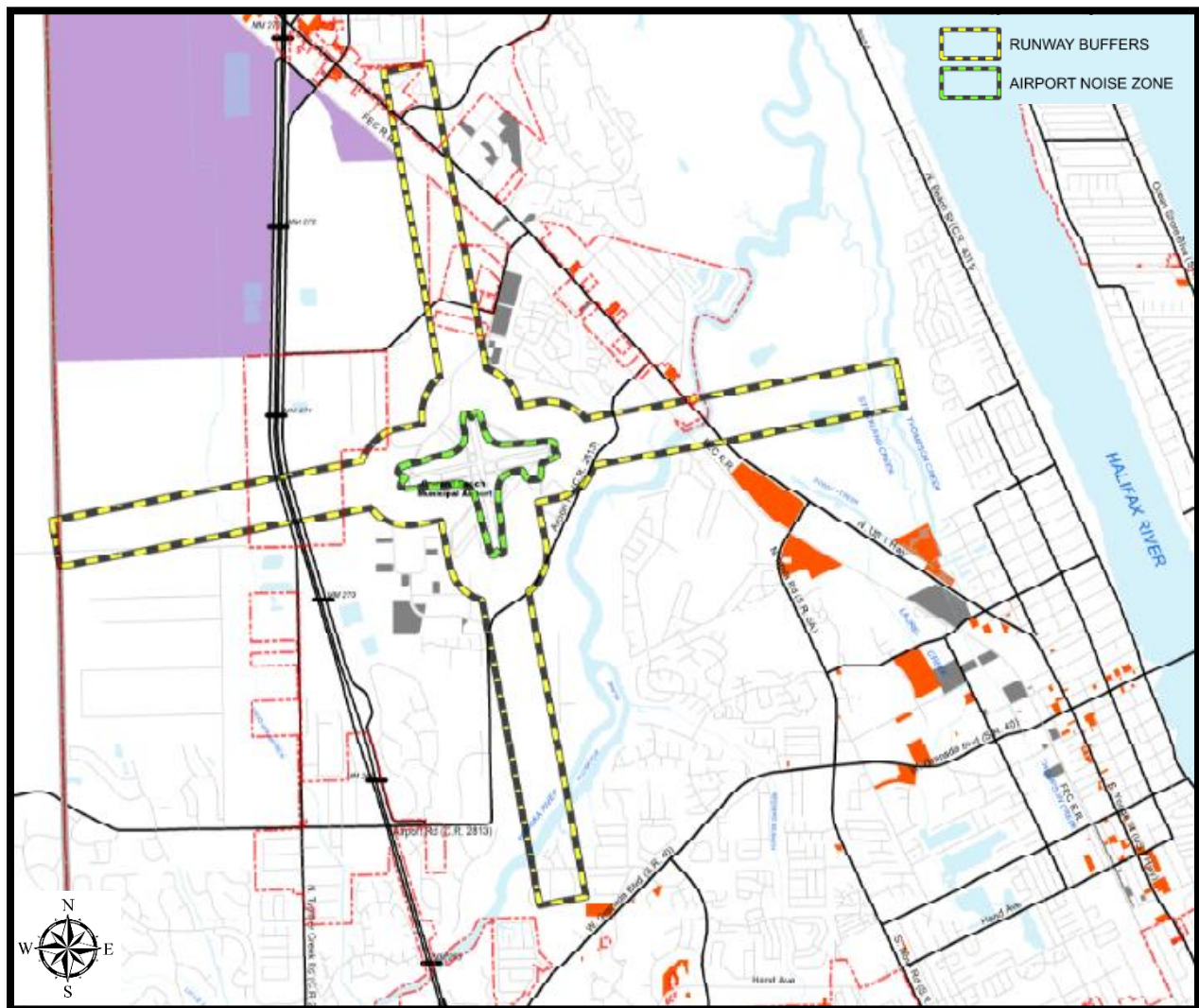
1. The gross number of dwelling units possible across the City using the Live Local Act is 83,488 dwelling units for 2,609 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 4,160 dwellings units are possible on 130 acres.
2. At an average of 2.25 people per household, this could increase the City's population by 187,848 residents (100%) or 9,360 residents (5%).

D. PARKING

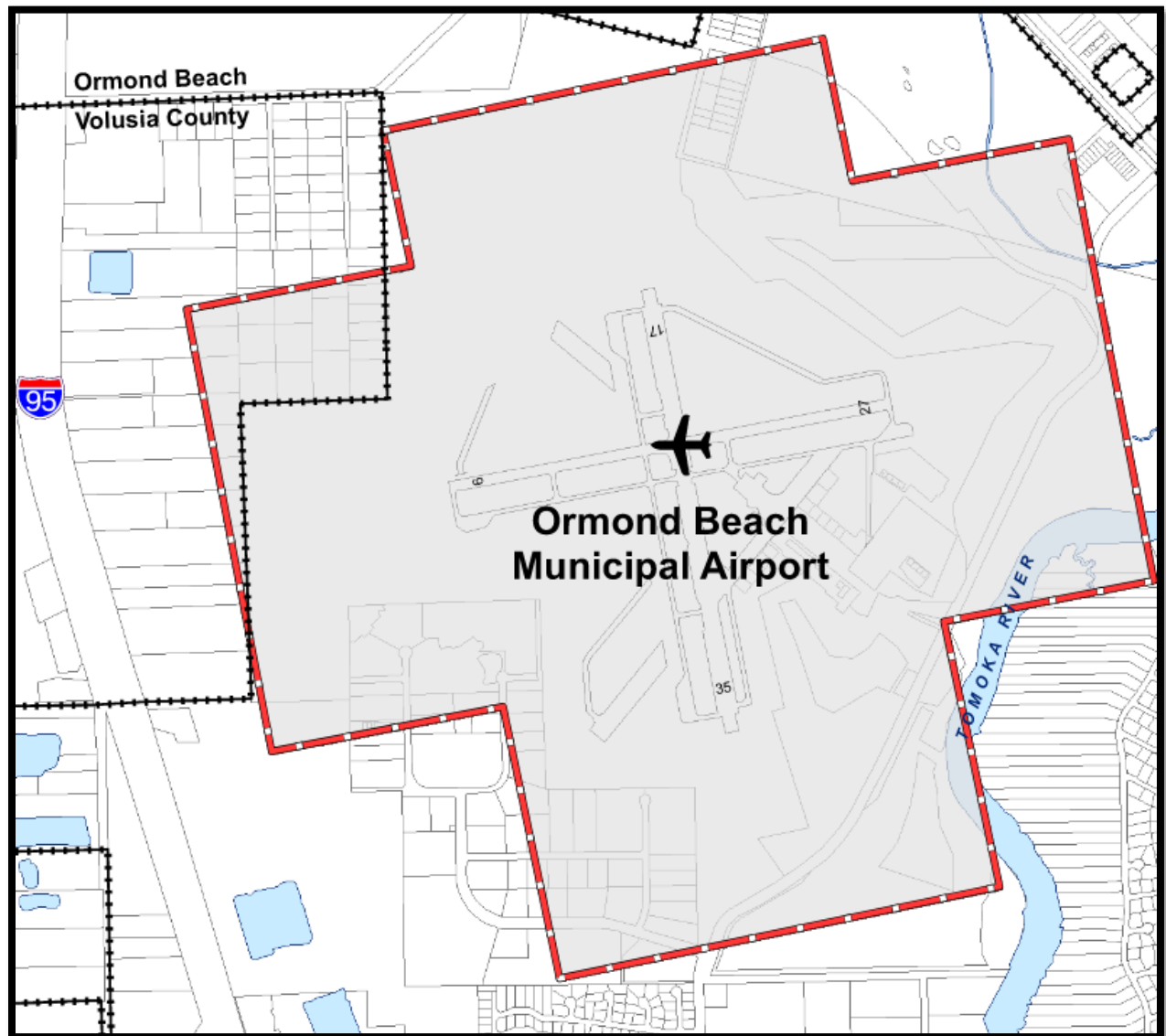
1. 600 FEET AVAILABLE PARKING: The City must reduce parking by 20% (on-street parking and parking lots/garages available for use by residents) within 600 feet of the development.
 - a. After coordination with City staff, no public parking is available for use by residents for residential purposes. As 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 $\frac{1}{4}$ mile laterally from the runway edge and within an area the width of $\frac{1}{4}$ 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

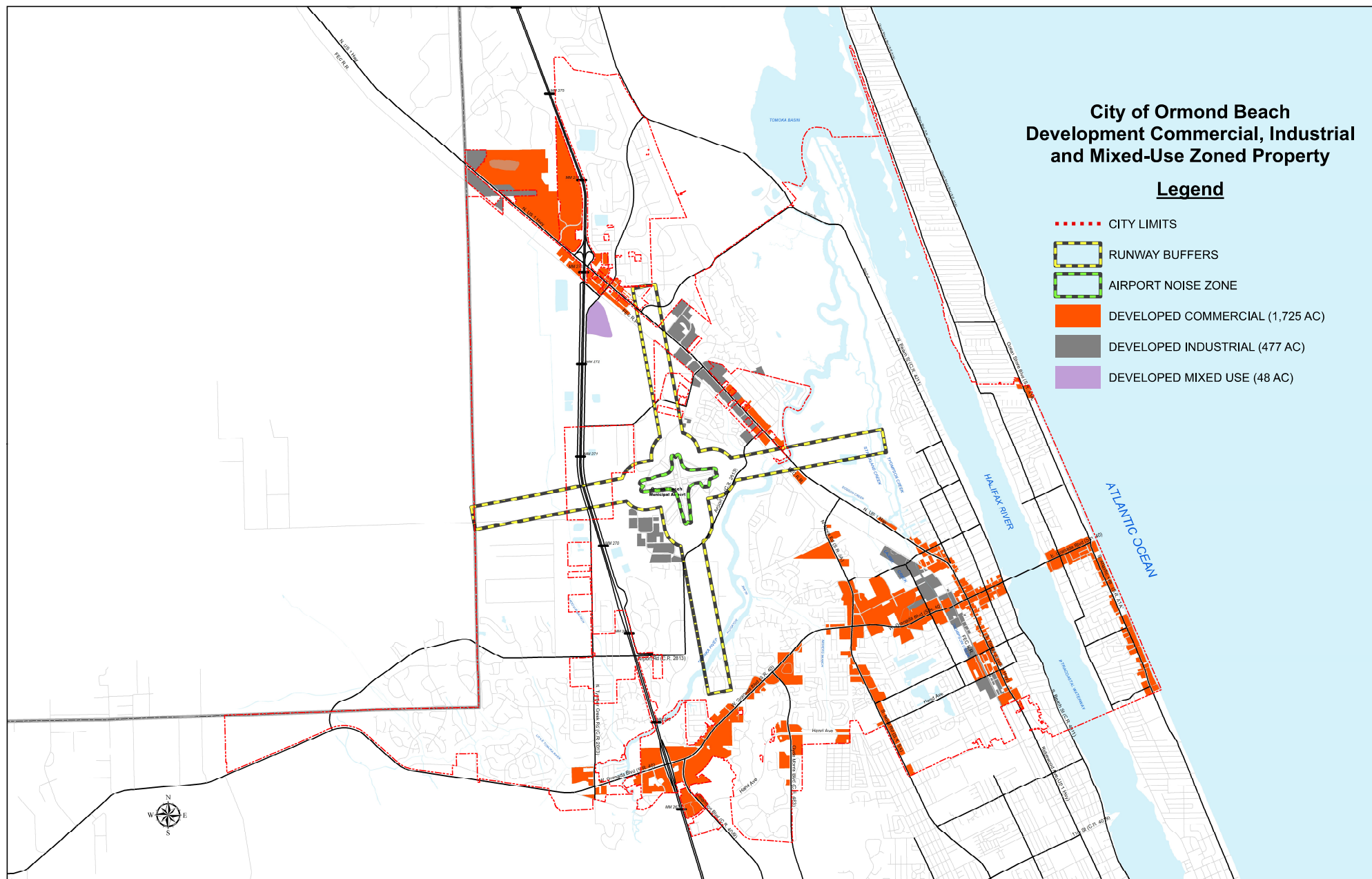
1. The Live Local Act requires the city to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.

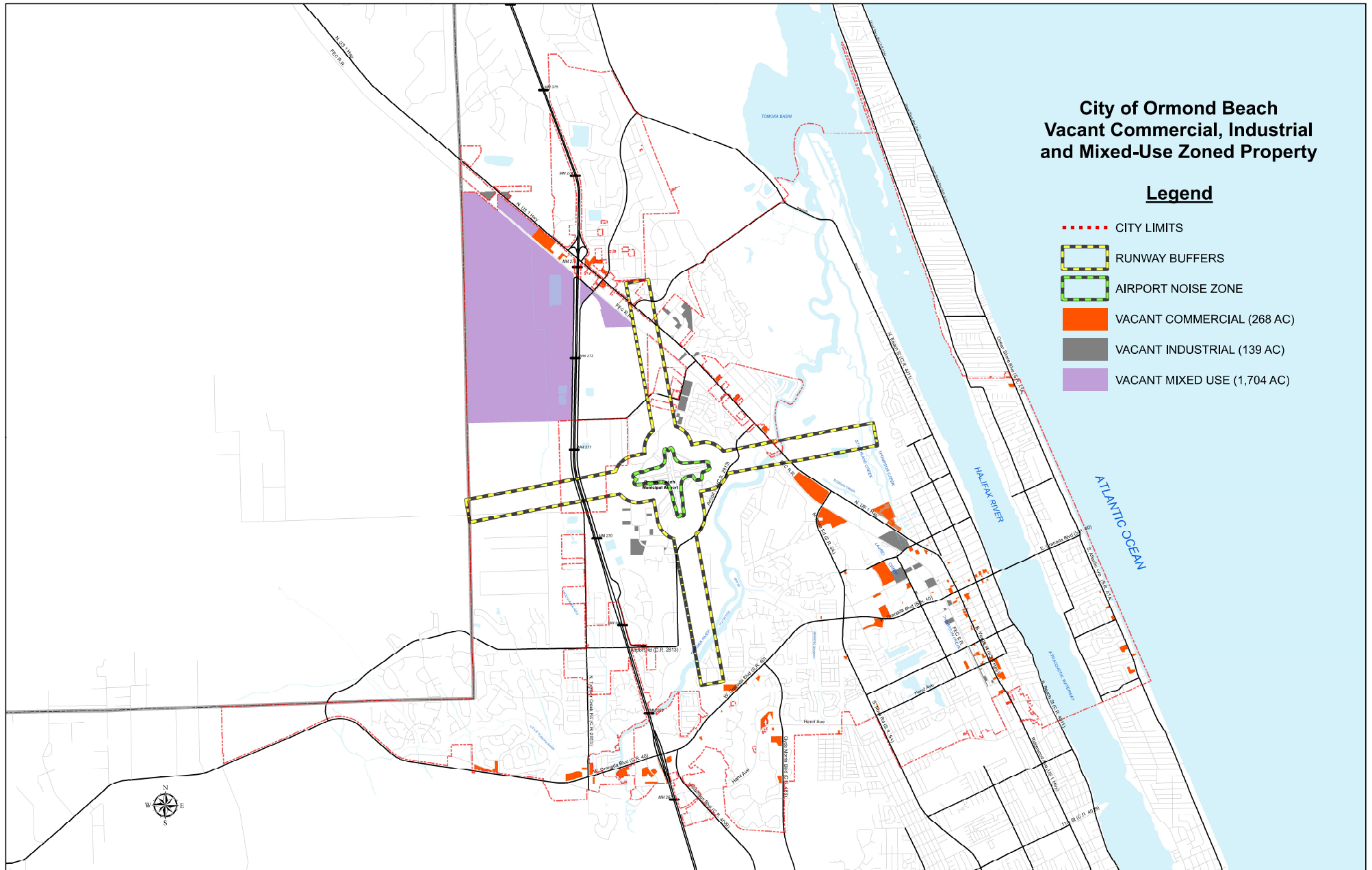
2. The Live Local Act requires local governments to maintain a publicly written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

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







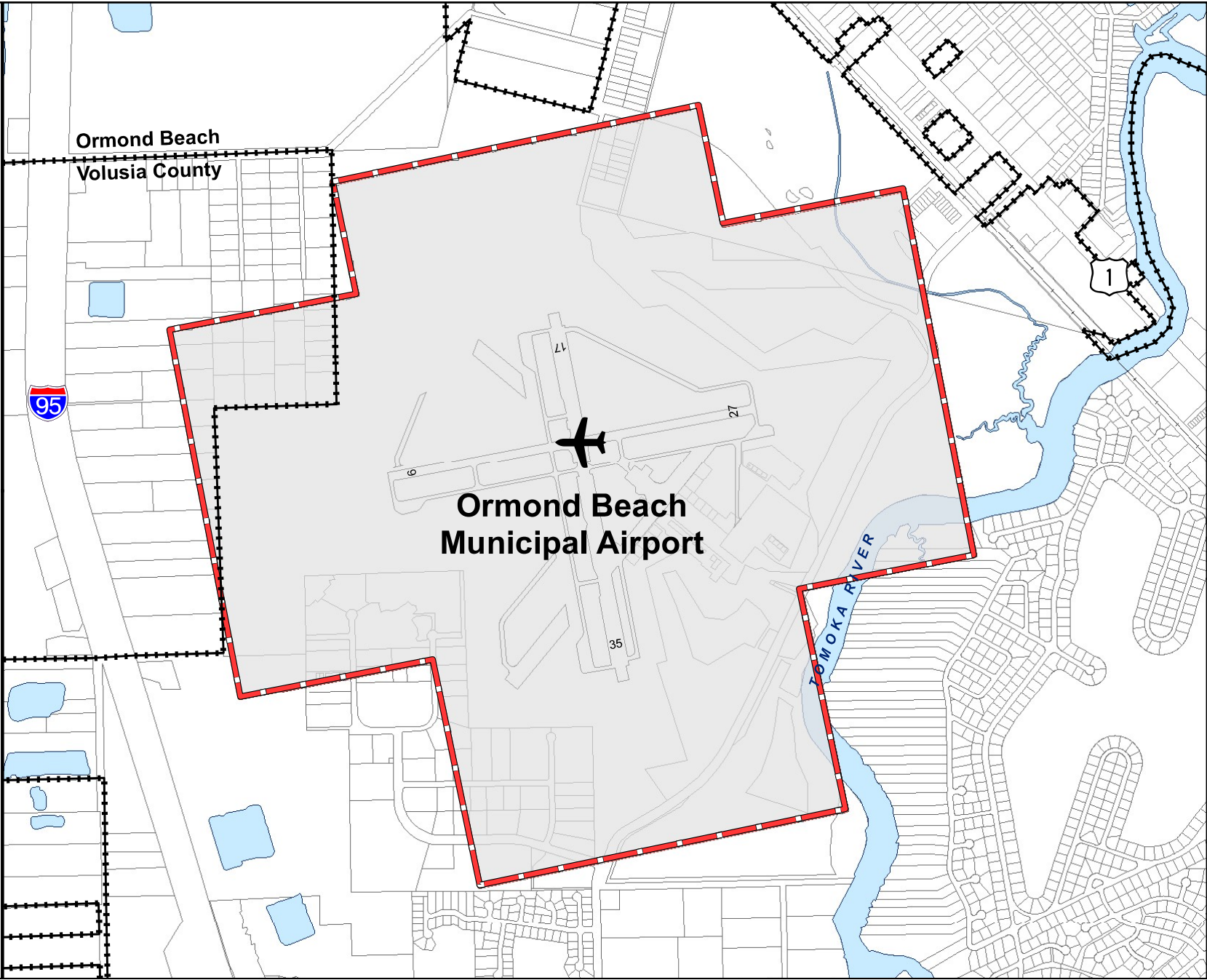
Airport Overlay District
Map 10 - 2

Legend

-  AIRPORT OVERLAY DISTRICT
-  CITY LIMITS



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.

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:**

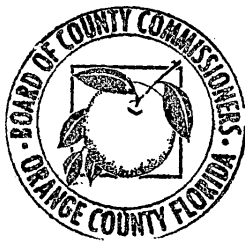
Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

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: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Jennifer Ann - Kline*
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
<i>Commercial: C-1, C-2, C-3</i>
<i>Industrial: I-1A, I-1/I-5, I-2/I-3, I-4</i>
<i>Mixed Use: NC, NAC</i>

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 <u>within</u> 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 <u>greater than</u> 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 sunseting of Section 1 of this Ordinance will not terminate any conditions of approval

for projects utilizing Section 1 prior to its sunseting 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 SUBMITTAL OF 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 #:	Building Setbacks: north, south,	VUA greenspace required:
Property Address:	west, and east.	VUA greenspace provided:
Property Area SF:	Max. Building Height:	Multi-family greenspace required:
Future Land Use:	Total Building Area:	Multi-family greenspace provided:
Existing Zoning District:	Maximum number of proposed	Parking Required:
Proposed Use:	dwelling units:	Parking Provided:
	VUA:	



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:**

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.

GENERAL NOTES:

LEGAL DESCRIPTION:

- Address
- Folio Number
- Square Footage

Case No.: _____ Date: _____

Certified Date

Zoning Administrator

TITLE BLOCK;

- Firm's name and address
- The site plan must be to scale. State scale on drawing.
- Revision block.
- Drawing data.
- Project name and location.

N





*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.

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,

A handwritten signature in blue ink, appearing to read "Mark P. Karet", with a stylized flourish at the end.

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

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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

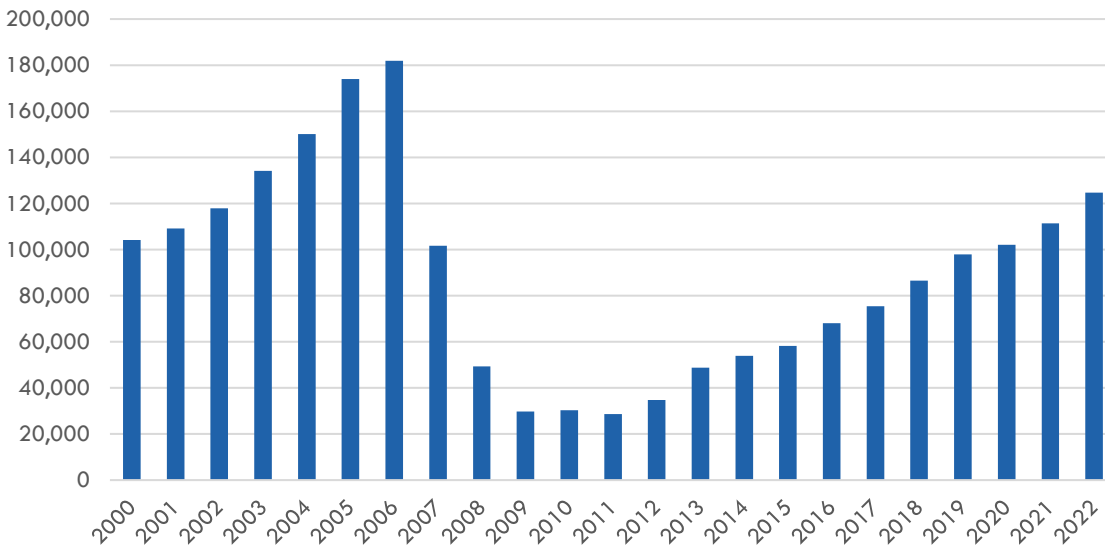
Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,745,641 parcels • 4,063,726 homesteaded (71%)	• 1,605,160 parcels • 591,076 homesteaded (37%)	• 437,337 parcels • 225,935 homesteaded (52%)	• 155,994 parcels with 406,864 units • 32,919 homesteaded (21%)	• 15,251 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.

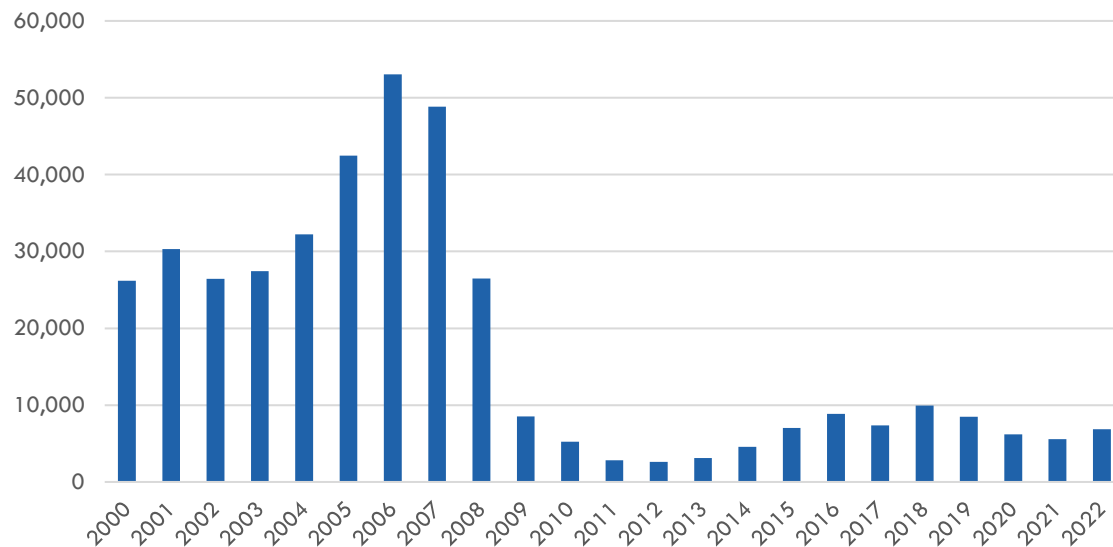
Table 2. New Single Family Homes Built, Top Ten Counties, 2022

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.

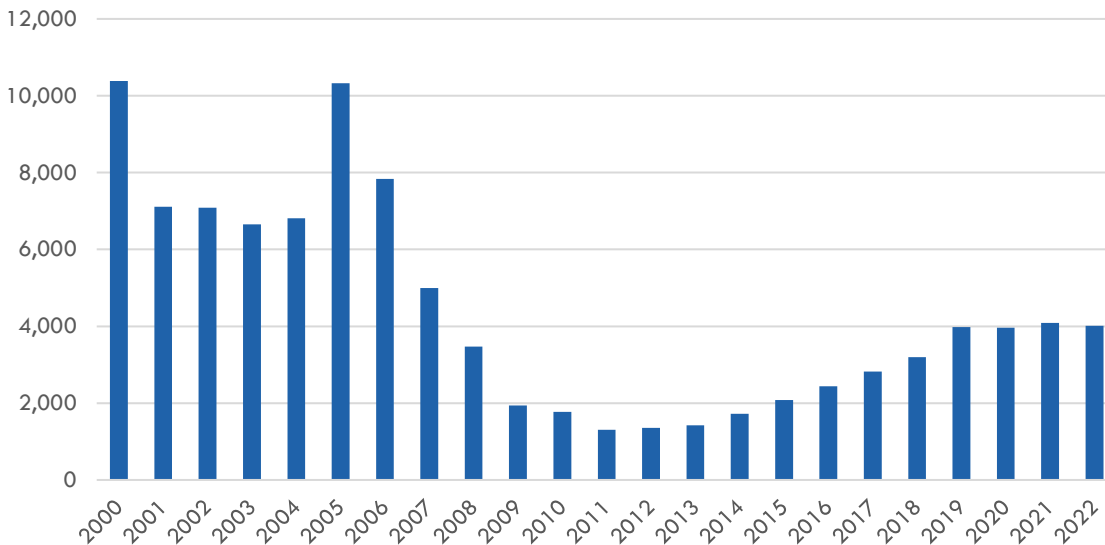
Table 3. New Condominium Units Built, Top Ten Counties, 2022

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

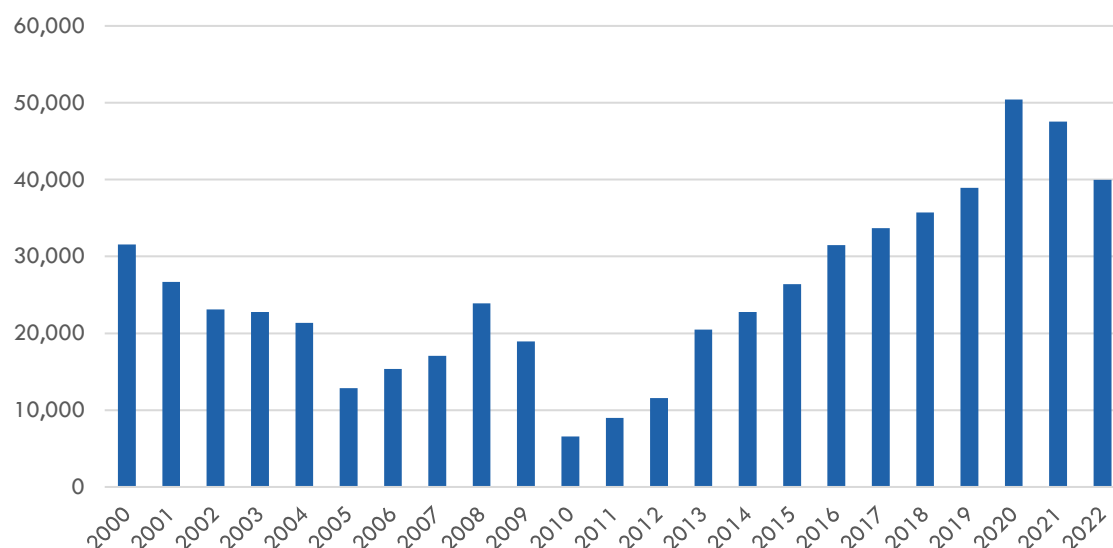
County	Mobile Homes Built
Bay County	236
Polk County	200
Marion County	178
Pasco County	177
Walton County	148
Citrus County	145
Santa Rosa County	133
Levy County	122
Clay County	118
Suwannee County	116

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

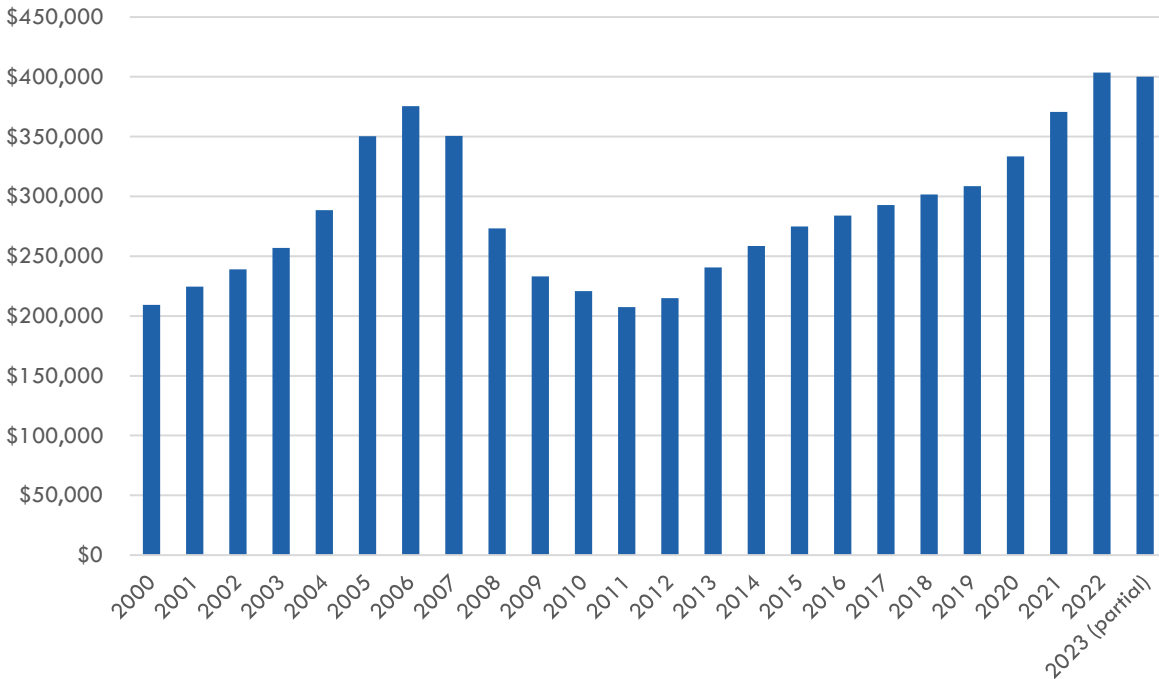
		Developments	Units	% of Units
Total Developments 2022-2023		107	12,715	-
County Size	Large	56	7,812	61%
	Medium	40	4,490	35%
	Small	11	413	3%
Target Population	Family; Link	32	4,074	32%
	Family	32	4,297	34%
	Elderly; Family; Link	19	1,861	15%
	Elderly	11	1,478	12%
	Homeless; Persons with Disabilities	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.

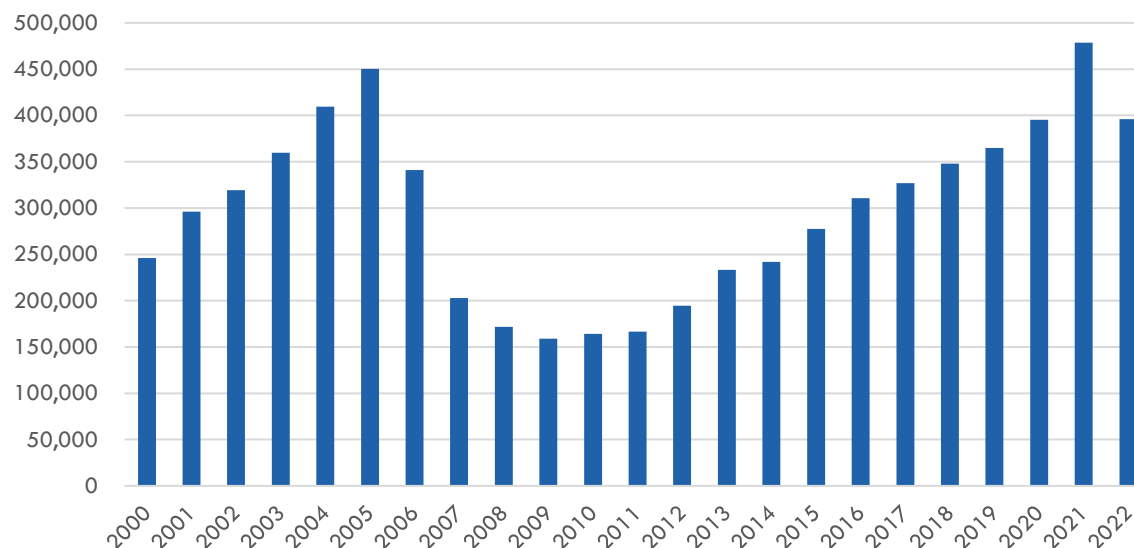
Figure 7. Florida Counties by Median Single Family Home Price, Q1-2 2023

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
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	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
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.

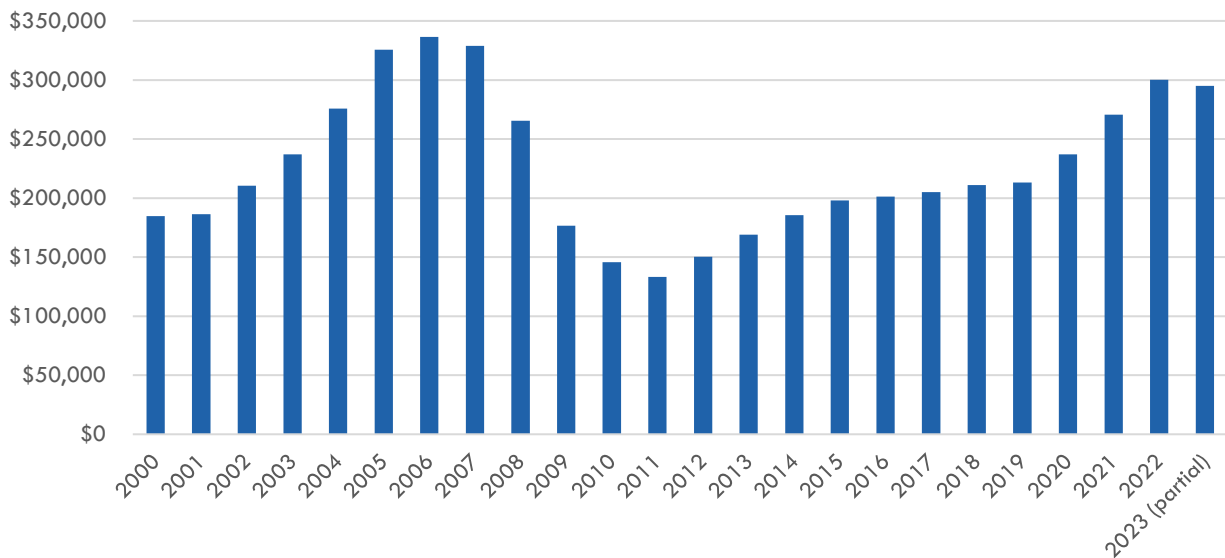
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2022

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

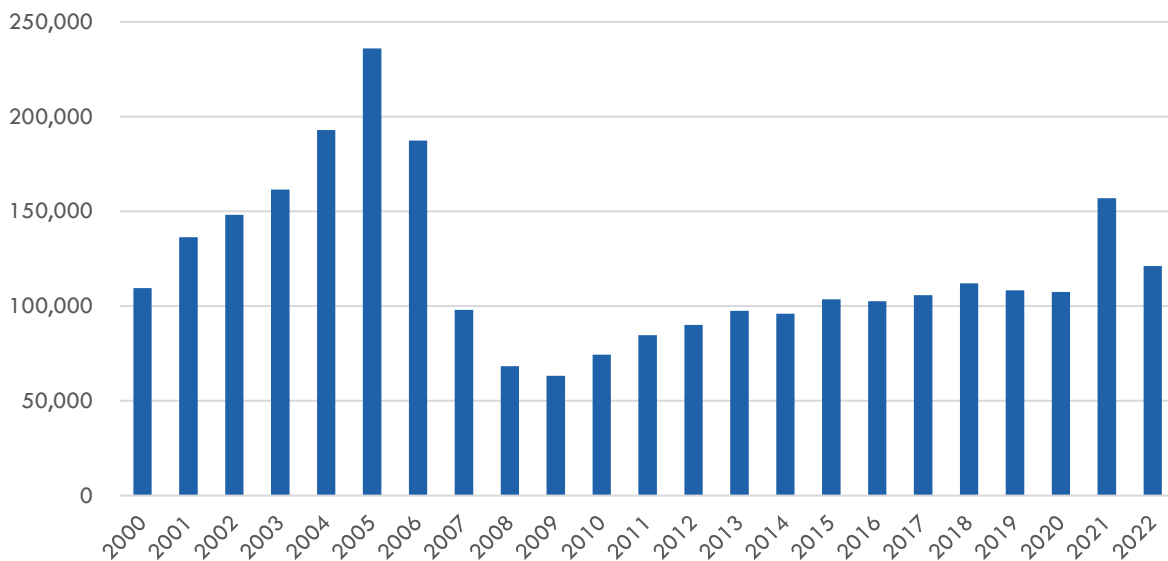


Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

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

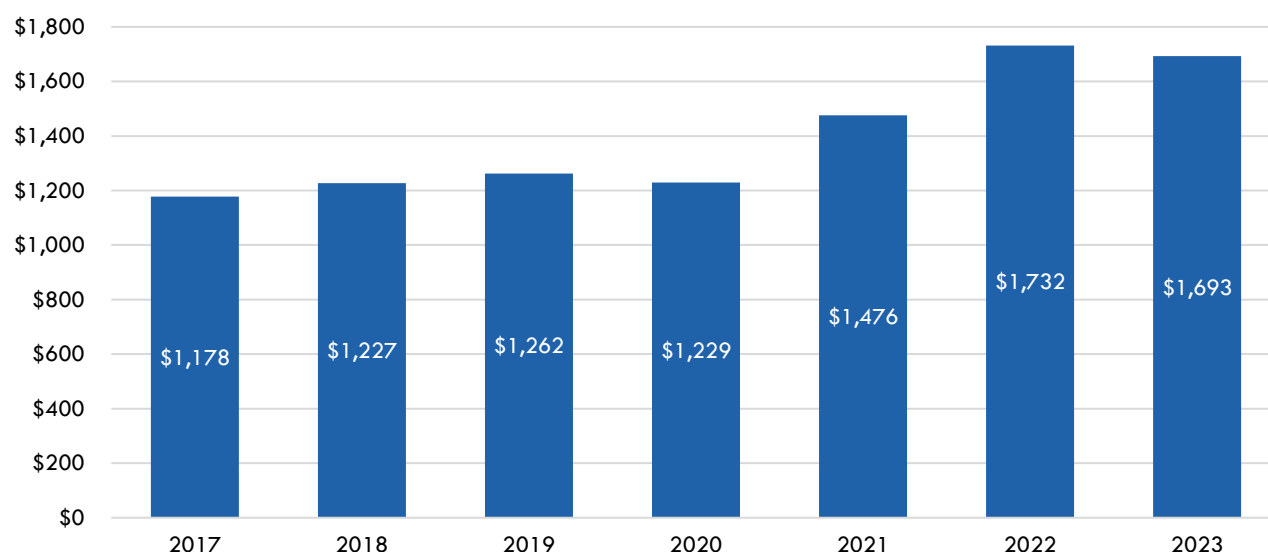
Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

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 41 percent 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 ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2023

	All Renter Households	Low-Income ($\leq 60\%$ 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 ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2023

Planning and Service Area	Age of Householder								Total
	15-54	% 15-54	55-74	% 55-74	75-84	% 75-84	85 or Older	% 85 or Older	
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 ($\leq 60\%$ 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.

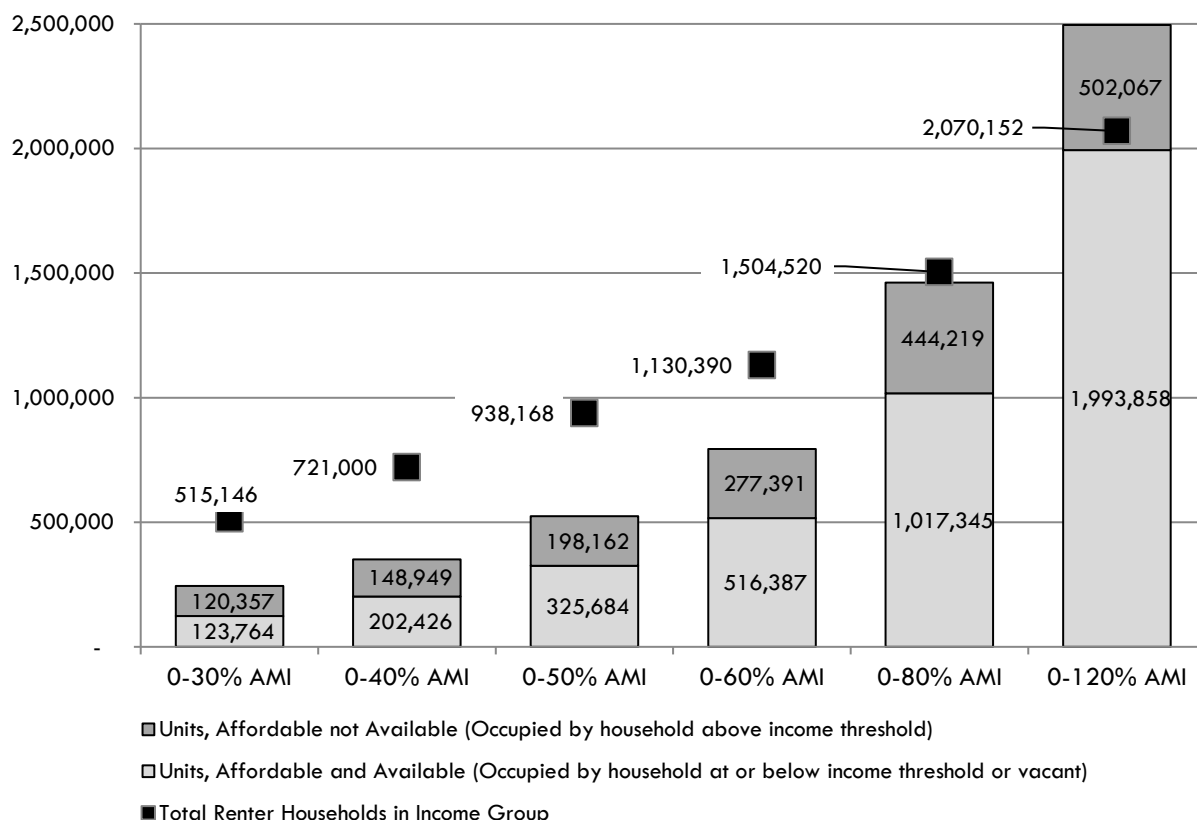
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

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 Florida 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

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
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

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
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
Sebastian-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

Contact: Kody Glazer, Chief Legal & Policy Officer, glazer@flhousing.org

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	
<u>CAN</u> opt out	<u>CANNOT</u> 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	
<u>CAN</u> opt out	<u>CANNOT</u> 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)

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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

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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 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

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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 from 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.

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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 and 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.

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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 21, 2025 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-08
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Landscaping Update, Land Development Code Amendment		
Summary:	This is a request to consider an administrative application to update the landscape standards in the Land Development Code (LDC). The proposed changes are outlined in the attached Ordinance. The specific LDC sections proposed to be amended include the following: (1) Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, (2) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, (3) Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, (4) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, (5) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, (6) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, (7) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, (8) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, (9) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, (10) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, (11) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, (12) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, (13) Chapter 3, Performance Standards, Article I, Landscaping, Section		

	3-11.-Mining and excavation to be deleted, (14) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.- Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits. Review Timeline: • June 4, 2024 - City Commission discussed and provided direction on the percentage of native plants to include within the LDC. The Landscape Article of the LDC has not seen amendments or updates since the 2004 LDC re-write. • City staff reviewed the LDC for updates. • Sept 10 & Oct 24, 2024 - City staff conducted 2 citizens meetings to discuss potential LDC updates. The meetings provided interested individuals and design professional opportunities for discussions, suggestions and edits. • Nov 14, 2024 - Planning Board reviewed and discussed • Dec 5, 2024 - Quality of Life Board reviewed and discussed • Dec 12, 2024 - Planning Board reviewed the LDC amendments and recommended approval by a 6-0 vote.	
Financial Impact:	None	
Citizen Impact:	The purpose of the LDC amendments is to implement City Commission direction and to update the landscaping related sections.	
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of the Land Development Code amendments within the attached Ordinance to update the City's landscaping standards.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-08 Landscape Updates (P24-0247G)(CSC) 2. 12.12.2024, LDC Amendment - Landscape Updates, PB Report 3. Draft Planning Board minutes, Landscape Update, LDC Amendment 4. Ordinance BIE, LDC Amendment, Landscape Update	
Approval:	Kelly McGuire, Finance Director 1/10/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/14/2025 Joyce Shanahan, City Manager 1/15/2025	

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07,

RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF
ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE
LANDSCAPING STANDARDS; REPEALING ALL
INCONSISTENT ORDINANCES OR PARTS THEREOF;
PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN
EFFECTIVE DATE.

WHEREAS, this is an administrative request to update the landscape standards in the City of Ormond Beach *Land Development Code*, including amendments to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-19, Appeals; Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, Subsection (h) Recreational facilities; Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03, Tree removal process; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04, Tree protection and replacement; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05, Landscape and irrigation plan requirements; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06, Buffer area requirements; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07, Reserved (proposed to be amended to create a new section titled: “Existing Developments Landscaping”); Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08, Maintenance of plantings and irrigation systems/enforcement; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09, Land clearing (proposed to be repealed and amended to create a new section titled: “Tree Abuse”); Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10, Grading and Filling (proposed to repealed and amended to create a new section titled: “Land Alteration Permits”); Chapter 3, Performance Standards, Article I, Landscaping,

Section 3-11, Mining and excavation (proposed to be repealed); Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02, Site plan approval required; thresholds; and Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07, Restriction on release of permits, of the City of Ormond Beach *Land Development Code*, and

WHEREAS, the City Commission conducted a discussion item on June 4, 2024 and provided direction on updates to the landscaping standards of the *Land Development Code*, and

WHEREAS, informational and discussion item meetings have been conducted on September 10, 2024; October 24, 2024; November 14, 2024 (Planning Board), and December 5, 2024 (Quality of Life Advisory Board), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on December 12, 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 1-19, Appeals, 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) *Procedures for appeal.*

(1) *Appeal of interpretations and decisions of the planning director.* Any interpretation and determination of the planning director of this Land Development Code shall be appealed to the city commission.

(2) *Appeal of interpretations and decisions of the chief building official.* Any interpretation and determination of the chief building official of the state building code shall be appealed to the Board of Adjustments and Appeals.

(3) *Appeal of interpretations and decisions of the landscape architect.* Any interpretation and determination of the landscape architect of this Land Development Code shall be appealed to the city commission.

~~(3)~~ (4) *Appeal of actions by planning boards.* Except as provided in subsection (c)(3) of this section, appeals to Land Development Code decisions by the planning board shall be made to the city commission.

~~(4)~~ (5) *Appeal of actions by the Board of Adjustment and Appeals.* Any person aggrieved by a decision of the Board of Adjustment and Appeals relative to buildings and construction, including, but not limited to, this Land Development Code, the state building code and the Florida Fire Prevention Code shall be by petition for a writ of certiorari to the circuit court within thirty (30) days after rendition of the decision by the board.

~~(5)~~ (6) *Appeal of actions by the city commission.* Except as otherwise required by law, any person or persons, jointly or severally, aggrieved by any decision of the city commission on any matter arising under this Land Development Code, may apply to the circuit court having jurisdiction in the county for judicial relief within thirty (30) days after the rendition of the decision by the city commission. The proceedings in circuit court shall be by petition for writ of certiorari, which shall be governed by the state appellate rules.

(c) through (d) *(No change to existing text)*

SECTION TWO. Section 1-22, Definitions of terms and words, of Article III,

Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land*

Development Code is hereby amended to read as follows:

Abandon or abandonment of use or structure through Driveway, joint-use (No change to existing text)

Drought-tolerant means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Florida-Friendly Landscaping Guide to Plant

Selection & Landscape Design publication, incorporated herein by reference. Other plant materials may also be considered drought tolerant, subject to the determination of the landscape architect. ~~and low water use plant or tree means native plants or trees capable of surviving extended periods with little or no rainfall, as typically experienced in Central Florida.~~

Dry cleaning plants and systems through Evacuation routes (No change to existing text)

Exempt tree/plant materials means any tree, palm or plant materials listed in the Florida Invasive Species Council brochure (floridainvasives.org) and the following trees are exempt from the tree protection requirements of this LDC: Land Development Code.

Common Name	Botanical Name
Australian pine	Casuarina leipconphloia
Brazilian pepper	Schinus terebinthefolius
Camphor	Cinnamomum camphore
Chinaberry	Melia azedarach
Chinese tallow	Sapium sebiferum
Citrus	Citrus species
Earleaf acacia	Acacia auriculiformis
Eucalyptus	Eucalyptus species
Punk tree	Melaleuca quinquenervia
Silk oak	Grevillea robusta
Woman's tongue	Albizia lebbeck

Existing building and existing structure through Integrated management practice (IMP) (No change to existing text)

Invasive exotic plant means any land or aquatic plant not indigenous to the state, which exhibits, or has the potential to exhibit, uncontrolled growth and invasion or alteration of the natural qualities and functions of any native habitat. ~~Chapter 3, article I of this Land Development Code, landscaping, contains a listing of such plants. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of such plant materials.~~

Irrigation through Motor lodge (No change to existing text)

Mulch means nonliving organic ~~and synthetic~~ material ~~customarily~~ used in landscape design to retard erosion, weed infestation, and retain moisture on the surface of soils. Organic mulches include shredded hardwoods and pine bark. ~~shredded bark, bark chips, composted leaves and yard clippings and pure straw.~~

National Flood Insurance Program through National Geodetic Vertical Datum (NGVD) (No change to existing text)

Native plants means a plant species with a geographic distribution indigenous to all or part of the county. ~~these plants, including commonized plants, which are appropriate to the ecological setting, are not exotic invasive plants, are tolerant of the hydrological conditions of the site, and require little maintenance upon maturity.~~

Native tree. ~~See Tree, native.~~

Natural area through Owner (No change to existing text)

Palm means ~~a self-supporting woody plant of tropical or subtropical species commonly marked by a simple stem and terminal crown of large leaves.~~ monocot tree which normally attains an overall height of at least twenty feet (20').

Parapet through Protected vegetation. (No change to existing text)

Protective barrier means a temporary barricade, at least four (4') ~~three (3)~~ feet in height, which is ~~formed with a minimum radius of six (6) feet from the base of the trees and/or vegetation to be saved up to a maximum distance that is consistent with installed at the dripline of the trees or vegetation.~~ See city tree barricade detail.

Protective services (No change to existing text)

Prune means the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association ANSI A300 standards.

Public and private utilities through Tree (No change to existing text)

Tree abuse.

- (1) The term "tree abuse" means any and all of the following actions:
 - a. Improper pruning that reduces the height or spread of a tree that has not attained a height or spread of thirty feet (30'), by altering the dominant stems within the tree crown to such a degree as to remove the natural canopy of the tree. Removal of more than 25 percent of the canopy.
 - b. Improper pruning that leaves stubs (includes Crape Myrtles) or results in a flush cut, or splitting of limb ends.
 - c. Peeling or stripping of bark; or the removal of bark to the extent that, if a line is drawn at any height around the circumference of the tree, over one-third ($\frac{1}{3}$) of the length of the line falls on portions of the tree where bark no longer remains.
 - d. Using climbing spikes, nails or hooks, except for purposes of total tree removal or as specifically permitted by National Arborist Association Standards as the same may be amended from time to time and incorporated herein.
 - e. Destroying the natural habit of growth which causes irreparable damage and permanent disfigurement to a tree such that, even with regrowth, the tree will never regain the original characteristics of its tree species, or is a danger to the public or property.

- f. Improper pruning that results in flat-cutting the top or sides of a tree, to sever the leader or leaders or to prune a tree by stubbing off mature wood, except where removal of a branch is necessary to protect public safety.
 - g. Pruning of live palm fronds which initiate above the horizontal plane as shown on a clockface of nine (9) and three (3).
- (2) Exception to the term "tree abuse." The removal of diseased or dead portions of a tree (such as palm fronds), the removal of an interfering, obstructing or weak branch shall not constitute tree abuse under this definition. Interference with, or obstruction of, overhead powerlines (franchise utilities), streetlights, stop signs or traffic signals is an example of pruning which, if accomplished by the National Arborist Association ANSI A300 Standards, is not a violation of this definition.

~~The exempt tree list is omitted from this definition.~~

Tree, canopy through Tree, monocotyledonous (monocot) (No change to existing text)

Tree, native, see native plants definition. ~~means a tree that was present in the county prior to European settlement in the state.~~

Tree, nuisance, means certain non-native trees often termed exotic, specifically: Brazilian pepper (*Schinus ~~terebinthifolia~~ terebinthifolius*), punk tree, ~~Cajepu~~ ~~paperbark~~ ~~paper bark~~ (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), etc.; ~~refer to the exempt tree list for a complete listing of nuisance trees.~~ Refer to the Florida Invasive Species Council brochure for a complete listing (floridainvasives.org).

Tree, palm through Tree preservation area (No change to existing text)

Tree, protected. The following trees, except otherwise exempted from this article under chapter 3, article I of this Land Development Code, landscaping, are defined as a protected tree:

- (1) Any tree/palms (3:1 ratio), other than a pine tree, having a diameter of six inches (6") or greater, measured at four and one-half feet (4.5') above average ground level.
- (2) Any pine tree having a diameter DBH of ten inches (10") or greater, measured at four and one-half feet (4.5') above average ground level.
- (3) Any tree located within a conservation easement or similarly designated area, wetland, upland buffer, lake or waterbody, or coastal upland protection zone.
- (4) Any tree preserved or planted according to a tree protection plan or wetland mitigation plan approved by the city.
- (5) Any tree planted according to a landscape plan approved by the city except for trees planted at a size less than subsections (1) or (2) of this definition on single-family lots for purpose of meeting minimum planting requirements set forth in chapter 3, article I of this Land Development Code, landscaping.

Tree Protection Zone. This is the area of soil extending from the tree trunk where roots required for future tree health and survival are located. This area is defined as a circle with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" (DBH) above ground.

Tree removal through Tree, shade, (No change to existing text)

Tree, specimen, means ~~protected trees that are listed as follows, except exempt trees: trees which are listed below are considered specimen at the DBH sizes shown. except for exempt trees;~~

- (1) Minimum DBH twelve inches (12"):

Common Name	Botanical Name
Cypress	<i>Taxodium spp.</i>
Oak species	<i>Quercus spp.</i>
Magnolia	<i>Magnolia grandiflora</i>
Pecan	<i>Carya illinoensis</i>
Red bay	<i>Persea borbonia</i>
Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

- (2) Minimum DBH eighteen inches (18"):

Common Name	Botanical Name
Elm	<i>Ulmus spp.</i>
Hickory	<i>Carya spp.</i>
Maple species	<i>Acer spp.</i>
Pine species	<i>Pinus spp.</i>
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm (except sables) (except Cabbage)	<i>Phoenix canariensis</i>

- (3) Minimum DBH twenty-four inches (24"):

Common Name	Botanical Name
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

- ~~(3) Minimum DBH twenty four inches (24"): Any native tree, except pine trees and exempt trees, with a minimum DBH twenty four inches (24") and not listed in subsections (1) and (2) of this definition.~~

- ~~(4) Minimum DBH thirty six inches (36"): All pine trees not listed in this article as exempt, and sand pine trees in any zoning district.~~

- ~~(5)~~ (4) Any other tree not listed above, that is twenty-four inches (24") or more diameter at breast height or has historic significance, or tree ~~Trees that,~~ in the opinion of the landscape architect, are horticultural specimens or oddities.

Tree, street through Tree trunk (No change to existing text)

Tree, understory, means a species of tree which normally grows well under larger trees, to a mature height of fifteen feet to thirty-five feet (15' to 35').

Trip rate or trip generation rate through Unconfined aquifer. (No change to existing text)

Underbrushing or brush mowing means knocking down vegetation, selectively removing thick entanglements/overgrowth and leaving the natural ground undisturbed with the roots intact.

Understory vegetation through Wind energy systems (No change to existing text)

~~Xeric trees and plants~~ means the plant materials in this definition that can be maintained with minimum irrigation. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. Refer to the guide in this definition for a listing of xeric plant material. Other plant materials may also be considered xeric, subject to the determination of the landscape architect.

~~(1) Trees.~~

~~Native, cultivated:~~

~~Pines, including, but not limited to, longleaf yellow pine, slash pine or loblolly pine, but excluding those pine species listed as exempt.~~

~~Bottlebrush.~~

~~Crepe myrtle.~~

~~Elm spp.~~

~~American holly.~~

~~Bald cypress.~~

~~Chickasaw plum.~~

~~Dahoon holly.~~

~~East Palatka holly.~~

~~Jerusalem Thorn.~~

~~Ligustrum.~~

~~Loquat.~~

~~Majestic beauty.~~

~~Oaks.~~

~~Oleander (tree form).~~

~~Pignut hickory.~~

~~Red bay.~~

~~Redbud.~~

~~Southern red cedar.~~

~~Sweet gum.~~

~~Yaupon holly.~~

~~Wax myrtle.~~

~~Weeping elm.~~

~~(2) Palms and cycads.~~

~~(3) Shrubs.~~

~~Native, cultivated:~~

~~Cabbage palm.~~

~~Cardboard plant.~~

~~Coontie.~~

~~Chinese fan palm.~~

~~Needle palm.~~

~~King sago palm.~~

~~Lady palm.~~

~~Phoenix palm.~~

~~Pindo palm.~~

~~Queen palm.~~

~~Saw palmetto.~~

~~Washington palm.~~

~~Xeriscape means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Waterwise Florida Landscapes Florida's Water Management Districts and Florida-Friendly Landscaping publications, incorporated herein by reference. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. South Florida Water Management District publication, Xeriscape Plan Guide II, incorporated herein by reference.~~

~~Yard, required (No change to existing text)~~

SECTION THREE. Section 2-35. - PRD, Planned Residential Development District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) through (g) *(No change to existing text)*
- (h) *Recreational facilities.* Areas for passive and active recreation shall be provided. Such areas shall be designed and improved to serve their intended use and shall reflect the recreational needs of the residents of the development. Recreational areas shall meet the following minimum requirements:
 - (1) They shall be located and designed with adequate access to encourage use by the residents;
 - (2) Active indoor or outdoor recreation areas, such as swimming pools or community buildings, shall be designed to serve a maximum of three hundred (300) dwelling units;
 - (3) Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the city commission and replaced at a minimum as follows:
 - a. ~~Subdivisions of two hundred (200) dwelling units or less may provide, at a minimum, an additional thirty (30)~~ Sixty (60) square feet per unit of outdoor active recreation space in compliance with this section in lieu of the indoor recreation floor area requirement;
 - b. ~~Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits;~~
 - c. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project; and
 - d. The planning board and city commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived;
 - (4) Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units;

- (5) Recreation sites which include indoor and outdoor activities shall comply with all general site plan design and construction standards with regard to buffer areas, landscaping, interior landscaping, parking arrangement, lighting, signing, and drainage. Up to fifty percent (50%) of the required parking may be designed as overflow spaces;
 - (6) The minimum parcel size of any single active recreational area shall be eight thousand (8,000) square feet in area and no less than eighty feet (80') in its smallest dimension. No designated active recreation area shall be closer than thirty feet (30') to a dwelling unit within the development at its closest point and shall be adequately buffered to reduce noise, glare and visual impacts on adjoining homesites. Active recreation facilities shall not be located in any required buffer area;
 - (7) Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit as follows:
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the city commission, common open space may be dedicated to the use of the general;
 - b. Common open space must be adequately landscaped and irrigated;
 - c. Natural features worthy of preservation shall be left in a natural state;
 - d. Waterbodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetland areas may not be included in this calculation;
 - (8) Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, ~~but shall not include classified wetlands and required upland buffers; and~~
 - (9) One (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met. Applicants requesting a waiver of indoor recreation facilities may request approval of an alternative parking plan as part of the planned residential development application. Alternative parking plans shall be reviewed for consistency with the city's comprehensive plan, this Land Development Code, the Americans with Disabilities Act (ADA) and other applicable regulations.
- (i) through (l) *(No change to existing text)*

SECTION FOUR. Section 2-73, Greenbelt and Gateway Preservation Districts, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) through (b) *(No change to existing text)*

(c) *Design criteria.*

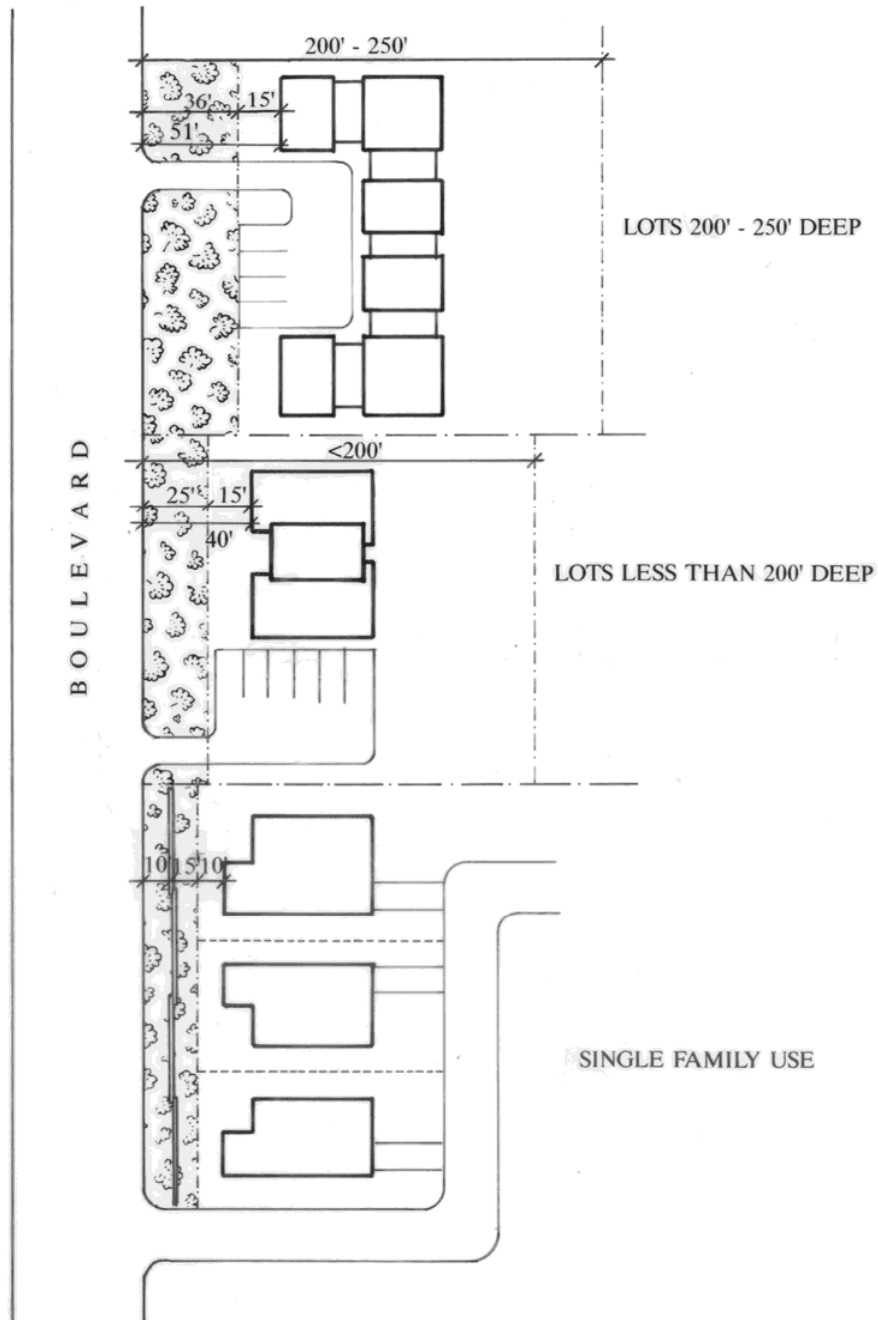
(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

1. There shall be a ten-foot (10') wide landscaped buffer, ~~to include~~ ~~berming~~, on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.
2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.
3. All principal and accessory residential structures and screen enclosures shall be set back at minimum of ten feet (10') from the landscaped buffer.

4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.
 5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.
- b. The following standards shall apply to all development projects ~~other than single-family residential developments, in which access to individual homes is provided from internal streets, those projects abutting I-95 and those developments located between U.S. 1 and Dodson's Creek (see figure 1):~~
 1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 - c. The following standards shall apply to all development projects abutting I-95:
 1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
 2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
 3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.
 - d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

FIGURE 10.1
GREENBELT CORRIDOR
BUFFER AND SETBACK REQUIREMENTS



(2) *Special landscape requirements.*

- a. The landscaped buffer area shall meet the requirements of this section or chapter 3, article I of this Land Development Code, whichever is more restrictive. Note that in section 3-05(c)(1), sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaped area.
- b. The landscaped buffer area shall contain no parking or structures, except signs as permitted in subsection (c)(3) of this section.
- c. All principal and accessory residential structures and screen enclosures shall be setback a minimum of fifteen feet (15') from the landscaped buffer, except for those parcels between U.S. 1 and Dodson's Creek.
- d. In all development projects, regardless of the type, development in the greenbelt areas shall be designed to minimize the need for fill material or such other treatment which would remove or harm existing trees or other plant materials within the landscaped buffer areas. ~~Therefore, except for access drives or where berming is approved as an integral part of a landscaping plan, fill shall be prohibited in the landscaped buffer area.~~
- e. If existing on-site vegetation, such as understory and trees that are well-established and mature, is less than sixty percent (60%) of the proposed unpaved areas, additional predominantly native shrubs and ground cover shall be added to supplement what exists in order to provide a minimum of sixty percent (60%) vegetation. Existing weeds, dead or yellow palm fronds and branches, and any other trees and vegetation deemed undesirable due to condition of plant or species, shall be removed after a site inspection and approval by the landscape architect. Any area not required to be vegetated may be sodded, but in no case shall sodded areas exceed forty percent (40%) of the unpaved area within the greenbelt.
- f. The greenbelt buffer shall be preserved to the maximum extent possible. The property owner, or the owner's designee, may request the removal of existing understory plantings (shrubs, ground cover, etc.). The landscape architect shall review the application and determine the amount of understory coverage existing on-site. The applicant shall submit plans to the landscape architect indicating the existing understory coverage, the amount to be removed, the type, location and amount of replacement understory. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer. The landscape architect shall review the plans for location and type of material, and shall require the use of native plant material.

- g. Greenbelt landscaped buffer areas shall include a minimum of one (1) tree per two hundred (200) square feet, or fraction thereof. Existing trees located within the required buffer and having a two-inch (2") trunk, four and one-half feet (4½') above grade, may be utilized to meet this requirement. All new trees must be Florida grade No. 1 or better.
- h. If the requirement is not met by existing vegetation and if revegetation is necessary to meet this requirement, seventy-five (75%) of the trees shall be native shade trees. If conflicts occur where shade trees are not appropriate then a native understory tree shall be planted to meet the minimum requirement. ~~only native state trees such as live oak, water oak, hickory, East Palatka holly, sabal palmettos (cabbage palms), Florida red maple, sweet gum, sugar berry, magnolia and laurel oak may be used.~~
- i. The landscape architect may waive whatever portion of the tree planting that may be necessary if he determines that overcrowding would prevent the trees within the buffer from reaching a mature level of growth for the species involved. Larger caliper trees may be utilized to reduce the number of trees required, as long as the same cross sectional area is met.
- j. If sabal palmettos (cabbage palms) are used to meet tree standards, three (3) shall be deemed as one (1) tree.
- k. Irrigation is required for those areas which are landscaped or revegetated, ~~except temporary irrigation may be permitted as needed, for the sections where xeric plant materials are installed.~~
- l. Areas within the greenbelt may not be used for retention, ~~provided there is no change in elevation or removal of existing landscape materials (e.g., trees, shrubs or ground cover) and the retention area is consistent with the applicable design standards set forth in chapter 3, article II of this Land Development Code.~~
- m. Where existing vegetation is nominal or diminishing, the greenbelt buffer area shall be enhanced to provide ground cover, understory, and tree canopy sufficient to maintain the continuity of the buffer appearance throughout the corridor.
- n. The property owner shall be required to eliminate all noxious or exotic vegetation that detracts from the appearance of the existing or planted vegetation within the buffer area. In all cases, the property owner shall be responsible for the maintenance and upkeep of the landscape buffer in a clean, acceptable manner. The landscape architect, or his designee, shall be responsible for the enforcement of this requirement. The landscape architect shall utilize typical industry standards, such as National Arborist Association standards, in reviewing the maintenance of the landscape buffer.

- o. The landscape architect shall credit existing trees down to two inches (2") in caliper toward meeting minimum requirements pursuant to section 3-05(c)(4), subject to the following situations:
 - 1. If the greenbelt landscape buffer is designed so that there is no removal of existing vegetation and there are additional plantings that enhance the overall appearance of the buffer.
 - 2. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but an equivalent area of ground cover is replanted with native material that improves the overall appearance of the buffer, and the trees are underplanted with vegetation.
 - 3. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but sixty percent (60%) of the ground cover is replanted with native material, with the remaining forty percent (40%) being sod, and the overall design improves the appearance of the buffer, and the trees are underplanted with vegetation.
- (3) *Signs.* The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District.
- (4) *Architecture.* All structures for properties within the greenbelt shall comply with the architectural standards in chapter 3, article VI of this Land Development Code.

SECTION FIVE. Section 3-03, Tree removal process, 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) *Permit required.*

- (1) Except as noted in subsection (a)(2) of this section, any person who proposes to cut down, move, remove, or destroy any protected tree, as defined in section 1-22, including those located on single-family lots, shall first obtain a tree removal permit from the city for activities involving tree removal not otherwise allowed as part of a site plan approval. Such permits may include tree protection measures deemed necessary by the landscape architect to protect trees that are capable of preservation under certain conditions. Requests for tree removal permits for existing single-family residential properties only, shall be made to the Neighborhood Improvement Division ~~public works department~~. Permits for all other property uses shall be made to the landscape architect.
- (2) ~~All trees and palms defined in section 1-22~~ that are located on vacant undeveloped land that is designated for residential, commercial, office,

institutional or industrial uses on the city's adopted future land use map (series) or official zoning map shall not be removed except as permitted through the development of the site. Maintenance of the site is allowed and encouraged.

(3) A tree removal permit is not required for the removal of any of the following:

- a. Tree species defined as exempt in section 1-22.
- b. Trees not defined as protected in section 1-22.
- c. Any tree that endangers the public health or safety and therefore requires immediate removal, provided that, except for removal affecting electrical service, prior verbal authorization is given by the landscape architect. Such oral authorization shall be forthwith confirmed in writing by the landscape architect. Current photograph documentation with photo date stamped will be required. If photo documentation is not provided than it will be treated as a violation.
- d. Trees in state-approved plant or tree nurseries or botanical gardens which are planted and growing for the purpose of being sold or for other public purposes.
- e. Trees planted for the purpose of harvesting and located within active and bona fide commercial silviculture areas or property purchased and maintained for silviculture, shall not be sold or cleared within five (5) years from the date of purchase or installation of trees.
- f. Removal of trees by the city pursuant to a public park management plan reviewed and approved by the city commission, or a site plan reviewed and approved by the ~~SPRC~~ Site Plan Review Committee, and where such plan is implemented by the landscape architect.
- g. Removal of trees where required by provisions of law or state regulations not inconsistent with the provisions of this article.

(4) Application requirements for tree removal permit. The following requirements and application process does not include all permitting requirements: (See section 3-04, for additional plan submittal and application requirements.)

- a. Any application for a tree removal permit involving no other construction activity shall include the following:
 1. Street address and directions to the site.
 2. Purpose for the tree removal.
 3. Most recently available boundary survey.
 4. General location of protected and specimen trees.

- b. If tree removal is proposed in conjunction with construction activity which includes accessory structures, such as pools, pool houses, freestanding sheds, hot tubs and patio areas, that does not require ~~SPRC~~ Site Plan Review Committee approval, such as a single-family home or a duplex in most zoning districts, then the application shall include the following:
1. Street address and directions to the site. For undeveloped sites, clearly post the lot with a number or name. The contractor shall mark all corners of the property and the house shall be staked prior to inspection.
 2. Description of the work to be done on the site. For example:
 - (i) Clear for slab on grade construction;
 - (ii) Clear and cut for foundation wall or stem wall ~~stem wall~~ construction; or
 - (iii) Remove tree for a stated reason.
 3. A sealed survey, prepared by a state-licensed land surveyor, showing the house, driveway locations, all boundary information and exact locations for all hardwood trees, and palms ~~over~~ six inches (6") and greater in diameter, and pines ~~over~~ ten inches (10") in diameter and greater as measured four and one-half feet (4½') above the ground. The professional survey shall not be less than one (1) year old from the date submitted. If applicant intends on applying for tree credits for existing trees down to four inches (4"), they must meet the survey and tree protection requirements as outlined in section 3-04(c). Applicant shall provide finished floor elevation of structures, including road elevations existing and proposed grade elevation at all corners and two (2) elevations at the midpoints of the lot. All plans shall show the limits of the fill and beginning of natural grade occurring prior to the construction activity.
 4. Note methods of root zone protection for trees preserved in fill areas, see Section 3-04(7) of this code and areas subject to damage during construction.
 5. ~~Mark trees on the site that are to be removed with red or orange tape.~~ Trees to be removed shall be documented on the civil demolition or tree protection/removal plans.
 6. A tree protection/removal plan ~~plot plan or survey~~ drawn to scale shall clearly indicate the location of the proposed house and driveway and other impervious structures. Proposed retention and swale areas shall also be identified as these effect tree removals. The tree protection/removal plan ~~plot plan~~ shall clearly mark trees to be removed and remain. ~~A~~ An existing tree legend shall clearly identify and show graphically on the plan, protected, specimen and historic

trees to remain and being removed. All trees shall be labeled with type and diameter. The applicant shall provide on the drawing concurrently submit, on a form provided by the city, the protected and specimen tree mitigation calculations based on the standards contained in this article.

7. Identify measures to preserve protected and specimen trees during and after construction activity in accordance with the tree protection standards of section 3-04.
 - c. For development processed through the SPRC Site Plan Review Committee, the application and plans for tree removal shall be considered in conjunction with SPRC Site Plan Review Committee review, as follows:
 1. In addition to any other requirements required under this article, and site plans submitted under chapter 4, article II of this Land Development Code, subdivisions, submitted under section 3-15, grading and filling permits applicants shall submit signed and sealed digital copy through the online project system ~~and submitted under this article shall include eleven (11) copies~~ of a tree survey prepared by a registered land surveyor ~~and/or a registered state landscape architect~~ at the same scale as the site plan or plat showing the following:
 - (i) North arrow, scale, name of project, name of applicant, name of surveyor and date.
 - (ii) The location of all protected and specimen trees on the site by DBH size and identifying species type. ~~(trunk determined and inspected by the landscape architect).~~
 2. Tree protection plan. The applicant shall submit a tree protection plan to be prepared by a registered state landscape architect. The plan shall demonstrate compliance with section 3-04(b) and (c), tree replacement ~~general and construction~~ standards. Methods shall be included for preserving heavily wooded sites and protected/specimen trees in or adjacent to water retention areas or where any impervious surface is located within the dripline of any protected or specimen trees.
 - d. All applicants for the removal of trees related to development activity are encouraged to arrange a preapplication conference with ~~their~~ the project's landscape architect and the ~~city's~~ landscape architect to identify the tree protection standards that must be addressed as set forth within this article.
- (b) *Issuance of tree removal permits.*
- (1) The tree removal permit shall be approved concurrently with any other required application including, but not limited to, planned development,

subdivision, special exception, site plan, fill and grading plan or building permit.

- (2) The landscape architect shall not issue a tree removal permit except when it is determined, after field inspection, that the tree removal is for a valid purpose which cannot be accomplished without removal of the tree. The following are the criteria used by the landscape architect and Environmental Improvement Officer in reviewing applications for removal of trees:
- a. The tree has hazardous branching structure such as included ~~impacted~~ bark, hollow trunk, low fork in the trunk, or the tree has been topped is a hazard to traffic, public utilities, buildings or structures;
 - b. The tree is injured, diseased or insect-infested such that it is a hazard to people, structures or other trees;
 - c. The tree prevents access to a lot or parcel;
 - d. Removal of the tree is necessary in order to develop a parcel for principal and accessory structures authorized by this Land Development Code and there are no viable alternatives;
 - e. Improper tree species under or near a power line, per the landscape or permitting authority approval;
 - f. The tree is within five feet (5') of the house foundation and roots are threatening to damage the slab or other structure such as an air conditioner pad, pool, patio or septic system;
 - g. If the tree poses a threat to traffic visibility (vehicular or pedestrian);
 - h. If the tree is crowding an adjacent tree and it would be better for both trees if one (1) were removed, due to crossing branches or unsymmetrical shape;
 - i. In the judgment of the fire chief, the tree or trees within are located within thirty feet (30') of an existing residential structure and located in an area of the city susceptible to wildfires from adjacent rural or undeveloped, vegetated lands; and
 - j. Removal is necessary to accomplish and further other goals or objectives of the city's comprehensive plan or other adopted policies of the city.
- (3) Tree mitigation shall be provided for the removal of trees authorized by this section. Mitigation for removal of trees from existing developed single-family and duplex dwelling units shall comply with the requirements of section 3-04(c)(1). Existing ~~specimen or~~ protected trees over the minimum tree lot requirement on developed single-family or duplex lots that are to remain shall be counted towards meeting the mitigation requirements. This provision shall apply only to those hardwood species and palms (3:1 ratio) with a caliper of six inches (6") or greater and pine species with a caliper of ten inches (10")

or greater. Mitigation for all other types of development shall comply with the mitigation requirements specified in section 3-04(c)(1).

- (4) If the work described has not begun within six (6) months from the date of issuance of the permit, the permit shall expire and notice thereof shall be given to the permit holder affected. Tree removal permits issued in conjunction with building or grading permits shall expire concurrently with the expiration of those permits.
- (c) *Historic trees.* Trees designated as historic trees shall not be removed and any construction activity that may cause damage to such trees shall not be allowed without the approval of the city commission. Applications for a historic tree removal shall be filed with the city landscape architect and shall include the appropriate fee as established in the Code of Ordinances, Chapter 8, Section 8-10 ~~by section 1-27.~~ All historic tree removals will require, Level 3 Tree Risk Assessment Arborist report to be prepared by a certified arborist with an active licensure. The arborist report shall detail the tree type with photographic documentation, DBH size, analysis of tree condition and recommendations. No historic tree shall be allowed to be removed without an approved development order or building permit in place. Public notice shall be provided of the time, date and place of the hearing at which such designation or request for removal will be considered by the city commission. These regulations shall not supersede the exemptions in subsection (a)(3)e of this section, where the landscape architect determines that the immediate removal of a historic tree is needed to eliminate a clear and imminent hazard to the public's health, safety or welfare.
- (d) *(No change to existing text)*
- (e) *Canopy/scenic roads.*
- (1) *Approval needed to remove specimen trees.* No specimen tree may be removed from the following designated canopy roads, except as approved by the city commission:

Street Name	From/To
Live Oak	Beach Street to Ridgewood
Riverside Drive	Granada to Fluhart
North Ridgewood	Melrose to Warwick
Greenwood	Ridgewood to MacIntosh
North Beach Street	Wilmette to Sanchez
North Beach Street	Oak Forest to Tomoka State Park boundary
Center Street	Hand Avenue to Broadmoor Circle
Tomoka Oaks Boulevard	Nova Road to the island dividing North and South St. Andrews

- (2) *Purpose and intent.* Canopy road and scenic drive protection standards are intended to preserve the natural beauty and scenic vistas of and from the roadways described in this section.

(3) *Designation.* The following roads are hereby established as designated canopy road tree protection zones:

- a. Live Oak from Beach Street to Ridgewood.
- b. Riverside Drive from Granada to Fluhart.
- c. North Ridgewood Melrose to Warwick.
- d. Greenwood Ridgewood to MacIntosh.
- e. North Beach Street Wilmette to Sanchez.
- f. North Beach Street Oak Forest to Tomoka State Park Boundary.
- g. Center Street Hand Avenue to Broadmoor Circle.
- h. Tomoka Oaks Boulevard, Nova Road to the island dividing North and South St. Andrews.
- i. Addison Drive, that portion within the city limits.

(4) *Protection standards.*

- a. No specimen trees shall be removed without a tree removal permit from the landscape architect and FDOT or the county for rights-of-way maintained by those entities. Except as needed to protect the public health, safety and welfare and where no practical alternative exists, tree removal permits shall not be issued. If issued, mitigation shall be required as per subsection (b)(3) of this section and as necessary to maintain the canopy nature of the road.
- b. All construction, development and tree maintenance activity shall preserve and nurture the existing canopy of native vegetation over the scenic roadways. New development adjacent to canopy roads are required to plant one native shade tree every 50' lineal feet no closer than ten feet (10') to the right-of-way and shall be ~~prepare and implement a program of replantings in areas where the cover is nominal or diminishing of a type and density as approved by the landscape architect.~~
- c. Any widening of any canopy road shall mitigate against the loss of canopy by planting mature trees designed to maintain the canopy at least three (3) years in advance of the planned construction.
- d. Following a coastal storm event that destroys a substantial number of trees on the canopy road, the citywide tree replacement fund shall be used for the replanting of trees to restore the canopy. ~~city should implement a program to provide for the replanting of trees to restore the canopy. The landscape architect shall coordinate the implementation of these trees.~~

(5) *Scenic drives.*

- a. *Designation.* The following scenic drives are hereby established:
 - 1. U.S. 1 from Thompson's Creek to Nova Road.

2. All of Beach Street.
 3. All of John Anderson Drive.
 4. All of Riverside Drive.
 5. Addison Drive, that portion within the city limits.
 6. Scenic Loop & Trail
- b. *Protection standards.*
1. Lots adjacent to scenic roadways shall be developed consistent with the canopy road protection standards and in such a manner that maximizes the scenic vistas from the roadway.
 2. Wherever a public street or thoroughfare is laid out or existing in the city abutting or touching a waterway open to public use, the city, as trustee for the public, has and owns riparian rights at such place where such public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to such place, and to construct docks, public landings, piers or wharves at such places.
 3. Wherever a street laid out and existing in the city ends at a waterway in the city, the portion of such dead-end street abutting the waterway is hereby declared to be public property, and the city shall have the right to regulate the use of the waters adjacent to such place and to construct docks, public landings, piers or wharves at such places.
 4. When any plat is filed for record showing streets dedicated to public use laid out, touching or abutting any waterways used by the public, it is hereby declared that the portion of such dedicated street touching or abutting upon waterways in the city shall be public property, and the city shall own and hold same for the use of the public, and shall adopt rules and regulations governing the use of the same.

(f) *(No change to existing text)*

(g) Violations.

- (1) Any trees removed without a permit or tree abuse in violation of this article and Section 1-22 of this code shall be deemed to be violations of this Land Development Code and shall be processed as set forth in chapter 1, article II of this Land Development Code.
- (2) If mitigation as specified in subsection (b)(3) of this section, has not occurred within thirty (30) days of issuance of the tree removal permit, then the permit shall be considered invalid and the city shall proceed with code enforcement action as set forth in chapter 1, article II of this Land Development Code.

- (3) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch specimen tree. It is the property owner's responsibility to prove otherwise.
- (4) When a site is cleared illegally than current aerial imagery will be used to determine tree mitigation requirements. The square footage of the cleared tree or palm canopy area will be calculated by dividing it by 400 square feet which will determine the number of trees to be mitigated back at 4.5" caliper minimum.
- (5)(4) For repeat offenders, the city has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city when a contractor is responsible for the unpermitted tree removal, or the tree destruction or abuse.
- (6) (5) Any trees removed without a permit, the permit fee will be doubled.

SECTION SIX. Section 3-04, Tree protection and replacement, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *General standards.* Minimum specimen tree protection is as follows:

- (1) *Amount of specimen trees protected per acre.* Except where the landscape architect has determined a specimen tree as not suited for preservation, the minimum number of existing specimen trees to be protected on any development site shall be as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3.0 per acre or a portion thereof	80 percent
3.0 to 5.0 per acre	75 percent
5.0 to 8.0 per acre	65 percent
More than 8.0 per acre	4 per acre

- a. No tree removal shall be permitted if it will result in the nonconformity of the site to the minimum specimen tree protection requirement except as provided in subsection (a)(1)b of this section.
- b. If the landscape architect and/or the Site Plan Review Committee (SPRC) determines that there is no practical alternative to the removal of the specimen tree and the minimum number is not met per the specimen tree chart (a)(1), then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to thirty (30%) ten

percent (10%) of the cross-sectional area of the specimen tree removed, see Mitigation Chart C.

- c. Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to fifteen percent (15%) of the cross-sectional area of the specimen tree removed.
- d. Specimen trees listed below are considered specimen at the DBH sizes shown. Any other tree not listed below, that is twenty-four inches (24") or more in diameter at breast height or has historic significance, or trees which, in the opinion of the landscape architect, are horticultural specimens or oddities:

1. Minimum DBH twelve inches (12"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Cypress</u>	<u><i>Taxodium spp.</i></u>
<u>Oak species</u>	<u><i>Quercus spp.</i></u>
<u>Magnolia</u>	<u><i>Magnolia grandiflora</i></u>
<u>Pecan</u>	<u><i>Carya illinoensis</i></u>
<u>Red bay</u>	<u><i>Persea borbonia</i></u>
<u>Red cedar</u>	<u><i>Juniperus silicicola</i></u>
<u>Scrub oak</u>	<u><i>Quercus geminata</i></u>
<u>Swamp bay</u>	<u><i>Persea palustris</i></u>
<u>Sweet bay</u>	<u><i>Magnolia virginiana</i></u>

2. Minimum DBH eighteen inches (18"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Elm</u>	<u><i>Ulmus spp.</i></u>
<u>Hickory</u>	<u><i>Carya spp.</i></u>
<u>Maple species</u>	<u><i>Acer spp.</i></u>
<u>Sweet gum</u>	<u><i>Liquidambar styraciflua</i></u>
<u>Sycamore</u>	<u><i>Plantanus occidentalis</i></u>
<u>Palm</u>	<u><i>Phoenix canariensis spp.</i></u>

3. Minimum DBH twenty-four inches (24"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

(2) Minimum tree ratios.

- a. All single-family or duplex lots, except those in the REA, Rural Estate/Agricultural Zoning District, shall have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. All

single-family lots in the REA, Rural Estate/Agricultural Zoning District shall have one existing or planted tree for each two thousand five-hundred (2,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.

- b. In all other zoning districts, except for single-family and duplex lots, there shall be one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of the site or fraction thereof, or one (1) tree shall be provided for every four hundred (400) square feet of landscaped area. The ratio requirement that amounts to the greatest number of trees shall apply. Additional trees or payment into the citywide tree replacement fund in lieu of additional trees may be required to meet the protected or specimen tree replacement criteria ~~mitigation criteria if Sec. 3-04(c)(1)(j) can't be met.~~
 - c. No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.
 - d. If the minimum tree ratio requirement is not maintained, then replanting tree(s) will be required to meet the minimum ratio requirements.
- (3) *Heavily wooded sites.* The following shall apply to all development except single-family homes and duplexes:
- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.
 - b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.
 - c. ~~If practical, a minimum of fifty percent (50%) of the trees designated as protected by section 1-22, shall consist of existing trees within designated tree protection areas.~~

(b) *Design standards for promoting tree protection.* In the design and development of any site, including single-family houses or duplexes, subdivisions, planned developments and all other uses subject to ~~SPRC~~ Site Plan Review Committee approval, all trees, except those classified by the landscape architect or arborist report as non-preserved ~~nonpreservable~~ due to the condition of the tree, shall be preserved to the maximum extent possible, as follows:

- (1) *Building footprint.* Every attempt shall be made to avoid placing a building in a location which requires the removal of a specimen tree.
- (2) *Stormwater management/drainage facilities.* Every attempt shall be made to avoid placing retention ponds or other stormwater management/drainage facilities in locations which will cause the removal of specimen trees. Where it is necessary to place such a facility in close proximity to a specimen tree, the landscape architect shall require improvements including retaining walls, to ensure that the tree is not endangered.
- (3) *Site design.* Site design considerations, including the relocation of roads and utility lines and the reconfiguration of lot lines shall be utilized to maximize the preservation of protected and specimen trees.
- (4) *Parking and driveways.* No specimen tree in a parking or driving area shall be removed unless it is physically impossible to provide alternative locations for these facilities. Measures included in this section shall be utilized to save the greatest number of trees possible in parking areas. Use of tree wells, root pruning, root barriers, ~~concrete pavers, turf block~~, root drainage systems, subsurface soil stabilization systems, special fill procedures such as a Geogrid Sandwich (excluding the use of limerock) and restrictions may be required, as appropriate, and subject to the approval of the landscape architect.
- (5) Driveways and sidewalks. When protected or specimen trees are less than ten feet (10') to driveways and sidewalks a root barrier will be required and shall be extended down a minimum of 36" inches and shall run horizontally twenty feet (20') along impervious edge when applicable.
- ~~(5)~~ (6) *Demucking.* Where demucking is required for a parking area or driveway and such activity will cause the removal or destruction of a protected or specimen tree, certification must be presented by a licensed civil engineer ~~or landscape architect~~ certifying that the paved area cannot be constructed in a sound manner without the removal of the muck and the destruction of the existing trees. The certification shall include soil boring information supporting the findings. Where demucking is necessary, every attempt shall be made to demuck around the perimeter of specimen trees and soil stabilization, drainage, fill and other methods shall be employed to preserve trees in this category.
- ~~(6)~~ (7) *Masonry walls.* If wall construction is within ten feet (10') of an existing specimen tree, the wall or walls need to be constructed with a lintel system. Precast wall systems are encouraged due to a non-continuous ~~noncontinuous~~ footing and lesser impacts on tree root systems.
- ~~(7)~~ (8) *Tree protection methods.* Methods of preservation include, as appropriate, the use of tree wells, lintel systems, alternative paving surfaces, Geogrid Sandwich ~~such as paver blocks, turf blocks~~ or other methods as outlined in design standards for promoting tree protection, in the tree protection manual (see subsection (b)(8) of this section, tree protection during construction). Such

methods shall be clearly shown on the site plan for each protected and specimen tree(s), as follows:

- a. Tree Barricade. All existing trees that are to remain shall have barriers constructed around the tree at the tree dripline or around the combined dripline of any clumps of trees. Barriers are to be inspected by the landscape architect or engineering inspector prior to the start of any construction.
 - b. ~~1. The minimum size of such wood barrier fencing shall be two inches by four inches (2" x 4") and the top of the barrier shall be a minimum of four feet (4') high. Another acceptable means of barricading trees~~ Tree barricade shall be constructed with the use of orange plastic construction fence, four feet (4') high, and supported every eight feet (8') by a No. 5 rebar, driven into the ground per city detail. Fencing shall be securely attached to rebar by the use of nylon zip ties or twisted wire. Barricades must be taut and perpendicular to ground. No construction activity, cuts, fill, debris disposal or vehicular traffic is to take place within this area. Additionally, the storage or placement of material, machinery or other construction equipment or substances is prohibited within the dripline area.
 - c. 2. Any waiver or request to construct barriers within the dripline shall be reviewed by the landscape architect. Where driplines of existing trees overlap, the orange mesh fencing or the wood barriers shall be erected around the outer perimeter of the combined driplines.
- d. ~~b. Geogrid Sandwich. If turf block is specified to reduce the impact of impervious surface around the dripline of existing trees, it shall be constructed as follows: Prior to excavation, limits of excavation to be root pruned to a depth of thirteen inches (13"); after removal of existing soil to that depth, add eight inches (8") of one quarter inch (1/4") crushed stone (not limerock), then one and one half inches (1 1/2") of sand to level the three and one eighth inch (3 1/8") thick turf block. All compaction shall be done by hand, exempting the normal city requirements of ninety five percent (95%) to ninety eight percent (98%) density. Compaction shall be done in layers after each sub base is installed and again after the turf block is laid. The cells of the turf block shall then be filled with top soil and seeded. Geogrid sandwich is used to protect the tree roots from the negative effects of fill soil and soil compaction is to use a geogrid mat and clean gravel. Within the root protection zone the geogrid stabilizing mat, which is placed directly over the natural grade, should be covered with a six-inch layer (6") of #57 aggregate stone. The stones are large enough so they will not sift through the geogrid mesh. And the clean stones allow for air movement throughout the large spaces between the stones into the soil. A geotextile mat should then be placed over the aggregate stone layer to prevent soil or other material placed on top of the mat from sifting into the layer of~~

aggregate stone and plugging air movement. This geotextile– stone– geogrid sandwich will provide protection from compaction for the tree roots as well as permit adequate air infiltration into the soil to benefit the roots.

- e. c. Tunneling ~~or trenching~~. When excavation occurs in close proximity to trees and their root systems, tunneling ~~or trenching~~ may will be required per the guidelines (c1-2). if approved by the landscape architect. In the case of single family or duplex building permits, such methods may be approved by the permitting authority. Tunneling near protected or specimen trees shall comply with the following distance and depth standards:

Tree Diameter (DBH)	Minimum Distance of Tunneling from Tree
<u>Less than 6 inches</u>	<u>Dripline of the Tree</u>
6 to 8.99 inches <u>6 to 9 inches</u>	5 feet
9 to 13.99 inches <u>10 to 14 inches</u>	10 feet
14 to 18.99 inches <u>15 to 19 inches</u>	12 feet
19 inches and over	15 feet

1. No trenching allowed within the dripline of protected or specimen trees. Other solutions may be approved by the landscape architect.

2. Tunneling depth shall be 24” inches for trees less than 12” diameter and 36” inches for trees greater than 12” diameter.

- d. Utility line trenches. Utility line trenches shall be routed away from trees to an area outside of the drip line. If underground utilities must be routed through a tree protection barrier zone, tunneling will be required.
- e. Swales and minor negative grade changes. Swales and minor negative grade changes shall be designed outside the drip line of the area of trees to be preserved. If ditches, swales, or other significant grade changes are required near a tree that is designated to be preserved, piping shall be used and installed by the means of directional boring. No open cut trenches to install pipe within the drip line of trees.

~~(8)~~ (9) *Tree protection during construction.*

- a. During any construction or land development activity, appropriate protective measures shall be taken to prevent the destruction or damage of all trees to be retained on the site, pursuant to this article. No placement of material, machinery, temporary soil deposits or additional fill shall be placed any closer to any tree than the dripline. No attachments or wires, except protective guy wires, shall be attached to any tree. No change of

grade may be made within the dripline of a tree, any encroachments into the tree protection zone shall detail tree protection measures to be utilized and shall be shown on approved civil plans, unless written permission is granted by the landscape architect. Tree protection barricades shall be erected in tree preservation areas and are required to be inspected by landscape architect or site engineering inspector prior to clearing. The applicant shall mark harmlessly, without painting or nailing, for identification purposes, those trees to be retained.

- b. When ground is to be excavated under the dripline of any existing protected tree, roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. Any required root pruning required shall be supervised by independent licensed certified arborist hired by the owner. The location of root pruning shall be marked with barricade fencing. If required as a condition of permit approval, this This root pruning procedure must be done under the supervision of a licensed certified arborist and documented with arborist report and pictures. marked, and inspected prior to issuance of a tree removal permit or grading and filling permit.
 - c. ~~A note stating: "No construction activity, excavation or fill may take place within staked areas" shall appear on all landscape plans where existing trees are being impacted. The landscape architect shall supervise all root pruning activities. The demolition plan or tree protection plan shall clearly identify tree preservation areas. Tree barricade detail LS-4 shall be shown on these plans.~~
 - d. The landowner, developer and/or general contractor shall be held responsible for any damage to trees that are protected under the provisions of this article.
 - e. A stop work order shall be issued by the landscape architect when trees or vegetation are cut down, destroyed, damaged or removed in violation of this article.
 - f. The developer of a subdivision shall provide legal mechanisms that ensure the protection of identified protected and specimen trees to remain after construction has occurred within the development. Such mechanisms may include, but not be limited to, conservation easements, common open space, tree protection easements or deed restrictions. Any trees damaged or killed unintentionally as a result of development activity shall be replaced, subject to the approval of the landscape architect as a condition for the final release of the subdivider's maintenance bond.
- (9) (10) *Field review.* Following submittal of site, landscaping, and engineering plans and prior to the approval of the tree protection plan, the applicant will stake the perimeter of the site and greenbelt areas and the site will be field

inspected by the landscape architect or site engineering inspector in the company of the applicant.

(c) *Tree replacement requirements.*

(1) *Intent.* It is the intent of this section to ensure that:

- a. Protected trees within existing single-family and duplex only (other than specimen trees) may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Replacement trees for ~~non-specimens~~ ~~nonspecimens~~ shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at time of planting and shall meet the material specifications stated in section 3-05(d), plant materials. Replacement trees having a caliper greater than two and one-half inches (2½") will be awarded additional credit for the excess over two and one-half inches (2½") of replacement see Mitigation Chart B. The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. The mitigation of specimen trees for existing single-family and duplex is outlined in this subsection (c)(1).
- b. Protected, specimen and historic trees shall be replaced and the mitigation form will determine the replacement requirements. However, existing surveyed protected trees and palms four-inch (4") caliper or greater for new construction single-family or duplex homes only and six-inch (6") caliper and greater for all other future zoning districts will be credited toward meeting the mitigation requirements if they exceed the minimum tree requirements.
- c. Replacement for protected trees shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at the time of planting and shall meet material specifications stated in section 3-05(d). ~~Fifty percent (50%) of the replacement trees shall be native.~~ At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- d. Any specimen tree removed, other than those determined by the landscape architect as not suited for preservation, shall be replaced and the replacement will be determined by the mitigation form. Specimen trees shall be replaced having a minimum caliper of four and one-half inches (4½") in diameter measured twelve inches (12") above the soil line when planted, provided the total cross-sectional area of replacement trees is not less than fifteen (15%) percent ~~ten percent (10%)~~ of the total area of specimen trees in sound condition that are being removed. Existing saved

specimen trees will be credited toward meeting these requirements. The maximum number of specimen trees to be removed shall be limited as stated in section ~~3-04(a)~~~~3-03(d)~~, and replacement trees shall meet the materials specifications stated in section ~~3-05(d)~~. 3-04(c).

- e. Mitigation for specimen trees normally requires multiples of four and one-half-inch (4½") caliper trees as the minimum size to serve as replacements. If the applicant wishes to plant trees larger than four and one-half-inch (4½") caliper, but not less than two and one-half-inch (2½") caliper, as long as the total cross-sectional area remains the same, and the number of trees required remains constant. (This does not apply in parking lot islands, where the required minimum size is three and one-half-inch (3½") caliper.)
- f. Protected and specimen tree mitigation forms are located on the City website.
- ~~f.~~ g. On-site tree replacement requirements may be reduced by the landscape architect if, in his opinion, adequate tree cover can be provided with less than the required number of replacement trees or if on-site conditions make conformance impractical. This determination shall be subject to the review and approval of the SPRC Site Plan Review Committee and must be based on a complete tree survey and tree preservation plan. ~~Where tree replacement requirements are reduced or waived, the applicant shall install the balance of the required replacement trees on sites (public properties, including rights of way) in the city to be selected by the landscape architect. Where, in the opinion of the landscape architect, there are no suitable sites for such plantings, the applicant shall pay an amount equal to ten percent (10%) of the cross-sectional area of the tree removed, multiplied by the current nationally accepted value per square inch of tree diameter at breast height \$33.00 for example of calculation, not a set standard price), the cost of providing such trees, as determined by the landscape architect, into a city tree replacement fund. The applicant shall pay the following tree mitigation as follows:~~
 1. ~~Protected trees: four and ninety three hundredths (4.93) square inches equal the cross-sectional area of a two and one-half inch (2½") caliper tree; (example: four and ninety three hundredths (4.93) times \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar)).~~ Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00. For example, if the protected tree mitigation form has five (5) trees to be mitigated the total cost is \$1,620 dollars.
 2. ~~Specimen trees: fifteen percent (15%) ten percent (10%) of cross sectional area times \$27.00 \$33.00; Cross sectional area is determined by squaring the radius and then multiplying by 3.14 (example for a twenty-inch (20") oak tree: ten inches (10") times ten inches (10"))~~

~~times 3.14 equals 314" cross sectional inches times fifteen percent (15%) equals forty-seven point one (47.1) times \$33.00 equals \$1,554 (rounded to the nearest dollar). twenty inches (20") times 3.1416 equals 62.83; sixty-two point eighty-three times (62.83) times (0.08) equals 315.8 square inches of cross sectional area; three hundred fifteen and eight tenths (315.8) times fifteen percent (15%) ten percent (10%) equals thirty one and fifty eight hundredths (31.58); thirty one and fifty eight hundredths (31.58) times \$27.00 equals \$853.00 (rounded to the nearest dollar).~~

- ~~g.~~ h. Tree replacement requirements may be waived for silviculture areas where the trees were planted for the purpose of harvesting and the business is active and bona fide.
- ~~h.~~ i. An exception to the tree replacement requirements can be made for former pine tree farms or sites in which a monoculture of pine trees exists. A site shall qualify as a monoculture if at least ninety percent (90%) of the existing trees are pine trees with a density greater than one hundred (100) trees per acre. Such areas will not require replacement of the pines that must be removed for purposes of road rights-of-way, utility easements, septic systems, building structures, parking or retention areas or if the site is to be used for agricultural purposes. All other purposes of removal will be subject to replacement as outlined in this section. Specimen trees in these areas are not exempt from replacement requirements.
- ~~i.~~ j. Where there is inadequate room on the site to meet tree mitigation, replacement and/or minimum tree requirements, contributions are to be made to a citywide tree replacement fund.
- ~~j.~~ k. Any protected or specimen trees which are diseased will not be required mitigation as determined by the landscape architect. If trees are to be removed without consent of the landscape architect or a permit, mitigation will be required.
- ~~k.~~ l. Prior to issuance of a certificate of occupancy, the site shall meet the required trees and mitigation requirements, as set forth within this article.
- m. Specimen trees on existing single-family and duplex lots removed without a tree removal permit shall not receive specimen tree credit for existing specimen trees saved per the specimen tree mitigation form.

(2) *Exceptions.*

a. *Waiver.*

1. When a site contains a cumulative number of protected and specimen trees that is fifty (50) or more per acre, then the applicant may request that the tree replacement requirement for building footprints, driveways, sidewalks, streets and parking areas be waived by the ~~SPRC~~

Site Plan Review Committee, upon consideration of the landscape architect and provided that all of the following conditions are met:

- (i) The total amount of impervious surface on the site does not exceed seventy percent (70%).
- (ii) The amount of landscaping and open space area is increased above the minimum requirements for that site and development by ten percent (10%) of the total gross area used to calculate the minimum requirement.
- (iii) The number of driveways shall be the minimum required by this Land Development Code, by the county, and/or by the state department of transportation.
- (iv) The waiver for streets and sidewalks shall apply only to the width of the paved area.
- (v) The waiver for parking areas shall be consistent with the following criteria:
 - A. All protected trees located within the required parking areas shall be exempt from replacement calculations.
 - B. The percentage of protected trees located in parking areas that is equal to the excess percentage of proposed parking spaces provided above the minimum standards shall be subject to the tree replacement requirements.
 - C. All specimen trees located within the parking area shall be subject to tree replacement, ~~but in no event shall the amount exceed three (3) four and one half inch (4½") caliper trees per specimen tree.~~
- (vi) The ~~SPRC~~ Site Plan Review Committee determines that the development plan has made every effort to locate improvements to avoid the removal of existing tree cover and to ensure the maximum protection of trees.

~~2. When a site contains a cumulative number of protected and specimen trees that is less than fifty (50) trees per acre, then the applicant may request that fifty percent (50%) of the tree replacement requirements for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the recommendation of the landscape architect and provided that all of the conditions listed in subsection (c)(2)a1 of this section are met.~~

b. *Appeal.* After receiving the decision of the SPRC Site Plan Review Committee, the applicant may request an appeal in accordance with section 1-19.

SECTION SEVEN. Section 3-05, Landscape and irrigation plan requirements, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) *Purpose and intent.* Landscaping shall be provided and properly maintained for all property upon which a development is authorized by the city in a site plan, subdivision plat, or planned development. Landscaping shall be conceived in a total pattern throughout the site, integrating the various elements of site design, preserving and enhancing the particular identity of the site, establishing buffers to adjacent properties, and creating a pleasing site character. The following standards apply to new development and redevelopment of existing sites. In situations where the placement or type of plant required by this article does not conform to buffer or landscape requirements, ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plants and landscape material.
- (b) *Plan submittal.* The following standards shall apply to all new development subject to the site plan submittal requirements of chapter 4, article I of this Land Development Code including common areas within subdivisions:
 - (1) A landscape plan prepared by a person registered as a landscape architect under F.S. ch. 481, pt. II (F.S. § 481.301 et seq.), shall be submitted in conjunction with any development requiring site plan approval. The plan shall include all items related to trees and tree protection, as well as the grade, type, size (height, spread, container, gallonage, field grown), and keyed out quantities and location of plant materials. Planting details (City) and specifications shall be included. All landscape plan sheets shall be signed and sealed.
 - (2) An irrigation plan prepared by a person qualified under subsection (b)(1) of this section, or licensed with the county and must show proof of an irrigation competency card, showing water source, backflow prevention, location of lines, and location and type of sprinkler heads shall be submitted with all landscape plans, ~~except those relying totally on xeric plantings, in which case a detailed statement on maintenance shall be submitted.~~ All irrigation plans and detail sheets shall be signed by a person qualified to prepare such plans and shall meet the standards of this article. Any wells that are proposed shall be consistent with article V of this chapter.
- (c) *Landscape design standards.*
 - (1) A minimum of twenty percent (20%) of the total gross area of the site shall be utilized for landscaping areas in all districts except sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaping area. Landscape buffer areas and interior landscape areas may be used to calculate this requirement. The

landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees, with priority given to specimen trees.

- (2) At least fifty percent (50%) of the landscaped area shall be drought tolerant ~~of xeric plantings~~ (as defined by The Florida Friendly Landscaping Guide to Plant Selection & Landscape Design, in section 1-22, ~~xeric trees and plants~~), requiring a minimum of irrigation (as defined in section 1-22). Drought tolerant ~~Xeric~~ plants are to be grouped within the same irrigation zones, such that there are no high-water requirement plantings in the area.
- (3) At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
- (4) At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- (3) (5) Stormwater retention areas and grading are not allowed within required landscape buffers or any preservation areas. more than two feet (2') in depth from finished grade shall not be credited toward meeting the minimum landscaping requirement unless they are heavily wooded, shown to remain at natural grade and are vegetated with plant types that have a high potential for survival.
- (4) (6) Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain ~~predominantly~~ undisturbed, or is replanted. Trees which are located in such areas, that are not listed as exempt, and have a caliper of ~~two-inch (2"-5.99")~~ DBH for non-protected trees and pine trees from (2"-9.99") DBH, or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.
- (7) Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the landscape architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per section 3-03(4)(b)(3).
- (5) (8) No less than fifty percent (50%) of the required landscaped area shall be interior landscaping (e.g., exclusive of required buffer areas). Interior

landscaping shall be located around the periphery of structures and interspersed throughout parking or intensive vehicular use areas, as follows:

- a. The amount of interior landscaping of the parking or vehicular use area shall amount to no less than ten percent (10%) of the total area used for the related purpose, plus accessways.
 - b. If the application of this requirement will substantially limit the function of a paved vehicular use area such as a loading bay or service area, new or used car lot, and service station bays, then up to one-half (½) of the ten percent (10%) may be located near the perimeter of the paved area adjacent to buildings or streets. Such relocated landscape area shall be in addition to the standard buffer and landscape requirements.
- ~~(6)~~ (9) A minimum of one (1) landscaped island shall be provided for every ten ~~(10)~~ parking spaces, as follows:
- a. Each island shall contain a minimum of one (1) tree which is at least three and one-half-inch (3½") caliper and of a hardwood variety. For the purpose of accent or landscape design, other trees may be used if approved by the landscape architect. See subsection (c)(14) ~~(c)(11)~~ of this section which would also apply.
 - b. Islands shall be located to divide the groups of parking spaces in order to relieve large paved areas and ensure orderly traffic circulation.
 - c. Curbing shall be required around the perimeter of the island unless waived by the Site Plan Review Committee (SPRC), based on the ~~overall landscape and~~ stormwater management plan.
 - d. The size of the island shall be a minimum width of ten feet (10') ~~nine feet (9')~~, as measured from the ~~exterior~~ interior side of the curb, and a minimum area of one two hundred (200) sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) (100) square feet of area, ~~if understory trees or palms are used are East Palatka holly, bald cypress Glossy Privet or palms, upon approval of the city landscape architect.~~
 - e. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.
 - f. A minimum of seventy-five ~~fifty~~ percent (75%) of native shade trees shall be used in parking lot areas to reduce the heat island effect. If conflicts occur with overhead utilities or light poles a native understory tree shall be used to meet the percentage requirement.
 - g. A waiver of the required ten (10) parking spaces without an island can be authorized by the ~~city~~ landscape architect if, in ~~his~~ their opinion, an existing

tree ~~can be saved~~ is preservable and in a planned row of parking. In no case shall there be more than fifteen (15) parking spaces without an island.

- (7) ~~(10)~~ A minimum five-foot (5') wide landscaped area, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area or driveway serving a parking lot. Where a sidewalk is provided adjacent to the building, a minimum five-foot (5') wide landscaped area shall be provided between the building and the sidewalk. This requirement can be modified for certain portions of a building that cannot be seen by the public from adjacent rights-of-way, and from adjacent property, however, the plants normally required for this area shall be relocated to other areas with the site. ~~on the site to an area or areas that plantings are not required, (e.g., parking lot buffers and islands, wall plantings, etc.).~~ The landscape architect may approve alternative designs utilizing decorative planters that abut parking areas. The planters shall have a minimum inside diameter of two feet (2') and spaced at six-foot (6') intervals or a spacing that complements the building elevations; however, no spacing shall exceed ten-foot (10') intervals.
- (8) ~~(11)~~ All development shall meet the general and design standards for promoting tree protection of section 3-04.
- (9) ~~(12)~~ All single-family or duplex lots shall either have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- (10) ~~(13)~~ Where impervious surface is constructed ~~over~~ seventy-five percent (75%) or more of the distance around the ground area ~~within fifteen feet (15')~~ of the base of a tree, a Geogrid Sandwich shall be installed per section 3-04(b)(8)(b) and root barrier shall be extended down thirty-six inches (36"). ~~to the full depth of the limerock base.~~
- (11) ~~(14)~~ Landscaped areas shall have a minimum variety of two (2) living plant materials other than trees. The total of all landscaped areas shall include a minimum variety of three (3) living plant materials ~~other than~~ including trees.
- (12) ~~(15)~~ To encourage pollinators at least 25 percent of the landscape area shall use flowering plants located around signage, flanking driveways, at property and building corners, under trees, or elsewhere to present a balanced and colorful accent to the remaining landscaped area.
- (13) ~~(16)~~ Continuous landscape areas shall be located adjacent to all building perimeters at a minimum depth of five feet. The depth of the building perimeter landscape areas shall be measured clear of any building roof overhangs. For parking garages and decks, the minimum landscape depth shall be ten feet.
- (14) ~~(17)~~ Trees shall be placed in the building perimeter 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. If palms are used they are planted at a ratio of three palms equals one required tree.

- (12) (18) All existing street right-of-way areas and existing landscaping disturbed by construction shall be resodded or otherwise restored as approved by the landscape architect. In subdivisions or other development involving the creation of new streets, right-of-way areas shall, at a minimum, be sodded along the edge of curb or pavement with the remaining right-of-way area to be seeded and mulched. (The minimum width of sod is to be sixteen inches (16")). Full sodding of rights-of-way may be required by city engineer if erosion conditions warrant.
- (13) (19) New development or existing development which uses or proposes to withdraw water for landscape irrigation from a surface water or groundwater source which is critical in limiting saltwater intrusion shall employ and/or preserve native vegetation, or use other species with drought resistant properties, for landscaping to the greatest extent practicable. Native or drought resistant plants include, but are not limited to, those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, Waterwise Florida Landscapes or comparable guidelines prepared by the Florida Friendly Landscaping (FFL), Pawpaw Florida Native Plant Society (FNPS) and University of Florida Institute of Food and Agricultural Services (IFAS). FDACS, FGFWFC, FDEP, ECFRPC or the WMDs.
- (14) (20) All planting areas shall be mulched with a three-inch (3") depth of mulching material. The type of mulching material to be used is to be specified on the landscape plan and is subject to approval of the landscape architect. All mulch material shall be grade A mulch that is free of weeds and consist of organic material.
- (15) (21) All subdivision or other developments involving the creation of new streets shall include the planting of street trees ~~in the rights-of-way~~ after they are cleared and utilities are installed.
- a. Trees shall be of a hardwood variety approved by the landscape architect and installed at intervals of approximately one (1) tree for every fifty (50) linear feet of roadway along common areas and on both sides of the road. The street trees shall be planted a minimum of 11' feet from the back of sidewalks when applicable. If not applicable, then a root barrier shall be installed per section 3-04(b).
 - b. Where the right-of-way is adjacent to a homeowner's lot, one (1) street tree shall be planted in line with the adjoining property line on either side of the lot.
 - c. If the lot is greater in width than one hundred feet (100'), then one (1) additional tree shall be placed between the other two (2) required trees.

- d. The size for such trees shall be two and one-half-inch (2½") caliper measured six inches (6") above grade.
- e. Tree location is to be coordinated with the street lighting program. When small lot widths are used and limited front yard depth, a native understory tree may be used instead of canopy trees.
- f. There is a separation requirement when trees are planted near underground utilities which will be determined by utilities manager. Trees are subject to authorization by the utilities manager after giving consideration to impact on underground utilities.
- g. Trees shall not be planted closer than allowed and shall follow the planting spacing distance requirements allowed for the speed of the street. ~~than will allow adequate recovery room given maximum speed on the street.~~
- h. If irrigation is not provided by the developer for street trees, the planting of those trees can be postponed until the adjacent lot is developed. Requirements for the planting of the trees shall be part of the HOA documents and a condition for issuance of a building permit.
- i. In rights-of-way that are not completely cleared and where there is a preserved and existing tree of at least two inches (2") DBH within the fifty-foot (50') interval distance, then this will meet the requirement.
- j. Where medians are present, and shade trees are planted or existing at a minimum spacing of fifty feet (50') on-center in the medians, then the requirement for planting street trees in the right-of-way on both sides of the road can be waived within the median section only.
- k. A cross section of the road right-of-way where the street trees will be planted must be submitted showing the location for all proposed utilities and designating a planting zone for the replacement of street trees. If, in the opinion of the city engineer and the utilities manager, there is not sufficient room in the right-of-way to plant the trees due to conflicts with underground utilities, then the trees may be shifted onto private property, and installed when the lot is developed. ~~In no case shall trees be further than five feet (5') outside the right-of-way line.~~
- l. Any street trees missing, dead or removed, shall be replaced per the approved street tree plan for the subdivision.
- (16) (22) Except for single-family homes and duplexes, protection such as bumper blocks, curbs, bollards and plant beds, shall be provided for tree trunks and stems located in or adjacent to parking lots, driveways or other vehicular use areas. Such protection devices shall be placed at least eight feet (8') away from the perimeter of the tree trunk or stem.
- (17) (23) Landscaped islands and medians within the public rights-of-way shall conform with article V of this chapter.

~~(18)~~ (24) Concerning masonry walls, whether they be buffer walls, retaining walls, entry feature walls, or freestanding walls, these walls must have no more than thirty (30) linear feet of wall face devoid of plantings. A planting will be defined as a minimum of thirty (30) square feet of planted area consisting of a minimum of two (2) types of plant material that will be tall enough to soften the blank look of the wall. Where wall occurs on property lines, plantings will only be required on the developer's side of the wall. If a masonry wall is required by this article in order to buffer adjacent uses or properties and the wall is to be located within ten feet (10') ~~eight feet (8')~~ of a specimen tree to be preserved on-site, then a lintel system or similarly-designed wall system shall be required.

~~(19)~~ (25) Sign landscaping area. All free-standing business site identification signs, as defined in article IV of this chapter, shall have a landscape planting area and shall be designed and installed at the base of all freestanding, ground and monument signs and shall cover a minimum area equal to two (2) times the outside dimensions of the sign face and its supporting structure. The entire sign landscape area shall be planted with shrubs, ground cover, trees and sod. Sign landscaping shall not count towards meeting roadway buffer yard landscape requirements. One (1) shrub shall be provided for every fifteen (15) square feet of sign area landscaping and one (1) ground cover plant shall be provided for every four (4) square feet of landscape area. One (1) tree or three (3) palms shall be provided for every three hundred (300) square feet of landscaping area or portion thereof, with a minimum of one (1) tree or three (3) palms being provided per monument and freestanding sign. If there isn't enough room or is a visibility conflict, the trees or palm are still required, but they must be relocated to other appropriate areas within the site or three (3) accent plants per three hundred (300) square feet may be used instead of the trees or palms, if approved by the landscape architect.

(d) *Plant materials.*

- (1) *Materials grade.* All plant materials shall conform to the standards for Florida No. 1 or better, as described in the current grades and standards for nursery plants, state department of agriculture and consumer services or their equal, as determined by the landscape architect.
- (2) *Trees.* Tree shall be a minimum overall height of ten feet (10') at the time of planting and have a caliper of two and one-half inches (2½"). Trees shall be self-supporting woody plants and shall have an average mature spread of crown greater than fifteen feet (15') at maturity. Trees with a mature spread of crown less than fifteen feet (15') may be utilized by grouping such trees to create the equivalent of fifteen-foot (15') spread of crown. Trees, other than specimen tree replacements, shall have a minimum caliper of two and one-half inches (2½") as measured six inches (6") above ground level when planted. If multi-trunk trees are used to satisfy the tree requirements (equals two (2) tree credits), the sum of all the trunks must equal six-inch (6") caliper minimum.

Also, trees planted within twelve feet (12') of a street or other public use or utility shall be selected from a list of trees prepared by the landscape architect. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall follow guidelines approved by the latest edition of FPL Plant the Right Tree in the Right Place for North and Central Florida.

- (3) *Palms*. Palms shall be a minimum overall height of ten feet (10') at the time of planting. Three (3) palms must be planted as a cluster to equal as one (1) required tree, except that specimen palms (*Phoenix* spp.) shall equal one (1) required tree.
- (4) *Shrubs and hedges*. Shrubs and hedges shall be self-supporting, woody evergreen species normally grown in this area. All shrubs used in landscaping shall be a minimum of eighteen inches (18") ~~feet (18')~~ in height at the time of planting; provided, however, that when they are used as a screening hedge, they shall be a minimum of twenty-four inches (24") in height at the time of planting, or have a bermed planting area, such that the top of the shrubs are a minimum of twenty-four inches (24") above the adjacent paved parking area. Hedges, where required, shall be planted and maintained to form a continuous, unbroken, solid visual screen within a maximum of one (1) year after time of planting. Shrubs and hedges shall be spaced a minimum of twenty-four inches (24") on-center at the time of planting.
- (5) *Ground covers*. Ground covers include plant materials which normally reach a maximum height of not more than eighteen inches (18") ~~feet (18')~~ and may be used in lieu of grass. Ground covers must present a finished appearance and reasonably complete coverage within one year after planting. The spacing of clumping ground covers shall be no more than eighteen inches (18") ~~feet (18')~~ on-center and the spacing of spreading ground covers shall be no more than twenty-four inches (24") ~~feet (24')~~ on-center at the time of planting.
- (6) *Lawn grass*. Grass areas shall be planted in a species normally grown as permanent lawns in East Central Florida. They may be sodded, plugged, sprigged or seeded, if approved by landscape architect, except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod is used, nursegrass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases.
- (7) A variety of tree species shall be provided, when the number of trees required is 1-10, then 2 different genus species are required for each category, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species and 41+, 9 species are required.
- ~~(7)~~ (8) *Prohibited trees*. Trees listed as exempt may not be utilized in any landscape plan, ~~except where such species may, in the opinion of the landscape architect, be particularly suited to a site or a portion of a site.~~

- (8) (9) *Prohibited plant materials.* Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of plant materials that shall be prohibited and shall not be used within any landscape plan. In addition to the trees listed in subsection (d)(7) of this section, 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. The following list of plant materials shall be prohibited and shall not be used within any landscape plan approved by the city:

PROHIBITED INVASIVE EXOTIC TREES AND PLANTS

Air potato	<i>Dioscorea bulbifera</i>
Alligator weed	<i>Alternanthera philoxeroides</i>
Arrowhead vine	<i>Synгонium podophyllum</i>
Asian marshweed	<i>Limnophila sessiliflora</i>
Asian sword fern	<i>Nephrolepis multiflora</i>
Australian pine, suckering	<i>Casuarina glauca</i>
Australian pine	<i>Casuarina equisetifolia</i>
Begonia	<i>Begonia cucullata</i>
Bischofia	<i>Bischofia javanica</i>
Bow string hemp	<i>Sansivieria hyacinthoides</i>
Brazilian jasmine	<i>Jasminum fluminense</i>
Brazilian pepper	<i>Schinus terbinthifolius</i>
Calico flower	<i>Aristolochia littoralis</i>
Camphor	<i>Cinnamomum camphora</i>
Carrotwood	<i>Caupaniopsis anacardioides</i>
Castor bean	<i>Ricinus communis</i>
Cat's claw vine	<i>Macfadyena unguis-cati</i>
Catclaw mimosa	<i>Mimosa pigra</i>
Chinaberry	<i>Melia azedarach</i>
Chinese brake fern	<i>Pteris vittata</i>
Chinese tallow	<i>Sapium sebiferum</i>
Climbing cassia	<i>Seena pendula</i>
Cogon grass	<i>Imperata cylindrica</i>
Coral ardisia	<i>Ardisia crenata</i>
Coral vine	<i>Anitgononleptopus</i>
Day jessamine	<i>Cestrum diurnum</i>
Downy Road myrtle	<i>Rhodomyrtus tomentosa</i>
Dwarf papyrus	<i>Cyperus prolifer</i>
Ear tree	<i>Enterolobium cyclocarpum</i>
Earleaf accacia	<i>Acacia auriculformis</i>
Eucalyptus	<i>Eucalyptus species</i>
Eurasian water milfoil	<i>Myrolphyllum spicatum</i>
Flamegold tree	<i>Koelreuteria elegans</i>

-Ganges primrose	<i>Asystasia gangetica</i>
-Glossy privet	<i>Ligustrum lucidum</i>
-Gold coast jasmine	<i>Jasminum dicotolum</i>
-Green hydro	<i>Hydrophyllum polysperma</i>
-Ground orchid	<i>Oeceoclades maculata</i>
-Guava	<i>Psidium guajava</i>
-Hydrilla	<i>Hydrilla verticillata</i>
-Inch plant	<i>Callisia fragrans</i>
-Indian rosewood	<i>Dalberia sissoo</i>
-Jambolan	<i>Syzygium cumini</i>
-Japanese climbing fern	<i>Lygodium japonicum</i>
-Japanese honeysuckle	<i>Lonicera japonica</i>
-Kopsia	<i>Ochrosia ciliolata</i>
-Kudzu	<i>Pueraria montana</i>
-Laurel fig	<i>Ficus microcarpa</i>
-Lead tree	<i>Leucaena leucocephala</i>
-Mahoe, sea hibiscus	<i>Hibiscus tiliaceus</i>
-Melaleuca, paper bark	<i>Melaleuca quinquenaria</i>
-Mexican petunia	<i>Reuellia brittoniana</i>
-Napier grass	<i>Pennisetum purpureum</i>
-Natal grass	<i>Rhynchosyris repens</i>
-Old world climbing fern	<i>Lygodium microphyllum</i>
-Orchid tree	<i>Bauhinia variegata</i>
-Paper mulberry	<i>Broussonetia papyrifera</i>
-Para grass	<i>Urochloa mutica</i>
-Pothos	<i>Aureum</i>
-Punk tree	<i>Melaleuca leucadendron</i>
-Purple sesban	<i>Sesbania punicea</i>
-Rosary pea	<i>Abrus precatorius</i>
-Rubber vine	<i>Cryptostegia madagascariensis</i>
-Scaevola, half flower	<i>Scaevola sericea</i>
-Schefflera, Queensland umbrella tree	<i>Schefflera actinophylla</i>
-Seaside mahoe	<i>Thespesia populnea</i>
-Silkoak	<i>Grevillea robusta</i>
-Sisal hemp	<i>Agave sisalana</i>
-Skunk vine	<i>Paederia foetida</i>
-Stinking passion flower	<i>Passiflora foetida</i>
-Strawberry guava	<i>Psidium cattleianum</i>
-Torpedo grass	<i>Panicum repens</i>
-Tropical soda apple	<i>Solanum viarum</i>
-Tung oil tree	<i>Aleurites fordii</i>
-Water lettuce	<i>Pistia stratiotes</i>

Wetland night shade	<i>Solomon tampicense</i>
White flowered wandering Jew	<i>Tradescantia fluminensis</i>
Wild taro	<i>Caolocasia-esculenta</i>
Winged yam	<i>Dioscorea alata</i>
Woman's tongue	<i>Albizia lebbbeck</i>

- (9) ~~(10)~~ *Prohibited material*. 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 this article.
- (11) *Plant Materials List. (This is just a guide and other plant materials may be acceptable*, subject to the determination of the landscape architect). Volusia County is in Plant Hardiness Zone 9A and 9B, plants listed below represent these zones.

<u>Trees Native</u>	<u>Trees Non-Native (Cultivated)</u>
<u>Holly spp.</u> <u>American Holly</u> <u>Dahoon Holly</u> <u>East Palatka Holly</u> <u>Eagleston Holly</u> <u>Nellie R Stevens Holly</u> <u>Yaupon Holly</u>	<u>Holly spp.</u> <u>Nellie R Stevens Holly</u> <u>Crape Myrtle spp.</u> <u>Lavendar Crape Myrtle ‘Muskogee’</u> <u>White Crape Myrtle ‘Natchez’</u> <u>Red Crape Myrtle ‘Tuskegee’</u> <u>Red Crape Myrtle ‘Tuscarora’ Multi-Trunk</u>
<u>Cypress spp.</u> <u>Bald Cypress</u> <u>Pond Cypress</u> <u>Elm spp.</u> <u>American Elm</u> <u>Winged Elm</u>	<u>Elm spp.</u> <u>Allee Elm</u> <u>Bosque Elm</u> <u>Chinese/Lacebark Elm</u> <u>Drake Elm</u>
	<u>Other Trees Non-Native (Cultivated)</u>
<u>Magnolia spp.</u> <u>Bracken Brown Magnolia</u> <u>D.D. Blanchard Magnolia</u> <u>Little Gem Magnolia</u> <u>Ms. Chloe Southern Magnolia</u> <u>Southern Magnolia</u> <u>Sweet Bay Magnolia</u>	<u>Carolina Ash</u> <u>Erect or Weeping Bottlebrush</u> <u>Japanese Blueberry</u> <u>Jerusalem Thorn</u> <u>Ligustrum Tree Form</u> <u>Loquat</u> <u>Majestic Beauty Hawthorn Std.</u> <u>Pink, White or Calypso Oleander Std.</u> <u>Spartan Juniper</u> <u>Sycamore</u>

<u>Oak spp.</u> <u>Cathedral Oak</u> <u>Highrise Live Oak</u> <u>Laurel Oak</u> <u>Live Oak</u> <u>Myrtle Oak</u> <u>Nuttall Oak</u> <u>Sand Live Oak (B)</u> <u>Shumard Oak</u> <u>Turkey Oak</u> <u>Willow Oak</u>	<u>Note: Std. refers to Tree Form</u> <u>Std. = Standard</u> (B) = Acceptable Beachside Plantings that have a <u>high</u> salt tolerance
<u>Pine spp.</u> <u>Densa Pine</u> <u>Loblolly Pine</u> <u>Longleaf Pine</u> <u>Slash Pine</u>	
<u>Other Trees Native</u> <u>Cherry Laurel</u> <u>Eastern Red Cedar</u> <u>Loblolly Bay</u> <u>Juniper Brodie</u> <u>Pignut Hickory</u> <u>Red Maple</u> <u>Redbud</u> <u>Red Bay</u> <u>River Birch</u> <u>Seagrape Std. (B)</u> <u>Southern Red Cedar (B)</u> <u>Sweet Gum</u> <u>Wax Myrtle</u> <u>White Ash</u> <u>Yaupon Holly</u>	
<u>Palms Native</u> <u>Cabbage palm (B)</u> <u>Needle Palm</u>	<u>Palms Non-Native (Cultivated)</u> <u>Chinese Fan palm (B)</u> <u>Canary Island Date palm (B)</u> <u>Carnavon Gorge palm</u> <u>Medjool palm (B)</u> <u>Phoenix spp.(B)</u> <u>Pindo palm (B)</u> <u>Queen palm</u> <u>Senegal Date palm</u> <u>Reclinata palm (B)</u> <u>Silver Bismarck palm (B)</u>

	<u>Sylvester palm (B)</u> <u>Washington palm (B)</u> <u>Windmill palm (B)</u>
<u>Shrubs Native</u>	<u>Shrubs Non-Native (Cultivated)</u>
<u>Adams Needle</u>	<u>African Bush Daisy</u>
<u>American Beautyberry</u>	<u>African Iris (White or Yellow)</u>
<u>Bay Cedar</u>	<u>Agave spp. (B)</u>
<u>Beach Elder (B)</u>	<u>Azalea spp.</u>
<u>Beach Verbena</u>	<u>Blue Lily of The Nile</u>
<u>Black-Eyed Susan</u>	<u>Bottlebrush (Bush Form)</u>
<u>Blazing Star</u>	<u>Boxwood</u>
<u>Blue Flag Iris</u>	<u>Burford Holly</u>
<u>Blue-stem palmetto</u>	<u>Cardboard Plant (B)</u>
<u>Butterfly Weed</u>	<u>Copperleaf Plant</u>
<u>Buttonbush</u>	<u>Cornuta Holly</u>
<u>Buttonsage Lantana</u>	<u>Croton spp.</u>
<u>Coontie (B)</u>	<u>Gardenia (Bush Form)</u>
<u>Coralbean</u>	<u>Glossy Privet (Ligustrum)</u>
<u>Darrowii Blueberry</u>	<u>Hawaiian Ti Plant spp.</u>
<u>Dwarf Blue-Stem Palmetto</u>	<u>Hibiscus spp.</u>
<u>Dwarf Yaupon Holly</u>	<u>Japanese Yew</u>
<u>Firebush</u>	<u>Jasmine spp.</u>
<u>Florida Anise</u>	<u>Juniper spp. (B)</u>
<u>Florida Flame Azalea</u>	<u>King Sago (B)</u>
<u>Florida Privet</u>	<u>Loropetalum</u>
<u>Florida's Native Sword Fern</u>	<u>Orange Bird</u>
<u>Gallberry</u>	<u>Petite Oleander (B)</u>
<u>Goldenrod</u>	<u>Philodendron spp.</u>
<u>Inkberry</u>	<u>Pineapple Guava (Feijoa)</u>
<u>Marlberry</u>	<u>Pittosporum (Green or Variegated) (B)</u>
<u>Pinxter Azalea</u>	<u>Plumbago spp.</u>
<u>Prickly Pear Cactus (B)</u>	<u>Sandankwa Viburnum</u>
<u>Saltbush (B)</u>	<u>Sweet Viburnum</u>
<u>Saw palmetto (B)</u>	<u>Variegated or Blueberry Flax Lily</u>
<u>Sea Lavender (B)</u>	<u>Variegated Schefflera 'Trinette'</u>
<u>Sea-Oxeye Daisy (B)</u>	<u>Yucca spp. (B)</u>
<u>Seagrape (B)</u>	
<u>Simpson Stoppers plus compacta (B)</u>	
<u>Spanish Bayonet (B)</u>	
<u>Spiderwort</u>	
<u>Stokes' Aster</u>	

<u>Tickseed</u>	
<u>Varnishleaf (B)</u>	
<u>Walter's Viburnum</u>	
<u>Wax Myrtle</u>	
<u>White Indigo Berry</u>	
<u>Wild Azalea</u>	
<u>Wild Blueberry</u>	
<u>Yellowtop (B)</u>	
<u>Ornamental Grasses Native</u>	<u>Ornamental Grasses Non-Native (Cultivated)</u>
<u>Bear Grass</u>	<u>Aztec Grass</u>
<u>Bluestem Grass</u>	<u>Fountain Grass (White or Red)</u>
<u>Fakahatchee Grass</u>	<u>Maiden Grass</u>
<u>Florida Gama Grass</u>	<u>Pampas Grass</u>
<u>Lovegrass spp.</u>	
<u>Muhly Grass (B)</u>	
<u>River Oats</u>	
<u>Sand Cordgrass (B)</u>	
<u>Saltgrass (B)</u>	
<u>Saltmeadow Cordgrass (B)</u>	
<u>Sea Oats (B)</u>	
<u>Wiregrass</u>	
<u>Ground Covers Native</u>	<u>Ground Covers Non-Native (Cultivated)</u>
<u>Blanket Flower (B)</u>	<u>Algerian Ivy</u>
<u>Blue-Eyed Grass</u>	<u>Asiatic Jasmine</u>
<u>Boston Fern</u>	<u>Baby Sun Rose</u>
<u>Dune Sunflower (B)</u>	<u>Blue Daze</u>
<u>Frogfruit</u>	<u>Bulbine (Orange or Yellow)</u>
<u>Gopher Apple</u>	<u>Crown of Thorns (B)</u>
<u>Morning Glory (B)</u>	<u>Daylily</u>
<u>Pineland Lantana</u>	<u>Dwarf Oyster Plant</u>
<u>Railroad Vine (B)</u>	<u>English Ivy</u>
<u>Rain Lily</u>	<u>Firecracker Plant</u>
<u>Sea Purslane (B)</u>	<u>Foxtail Fern</u>
<u>Sunshine Mimosa</u>	<u>Lantana spp.</u>
	<u>Liriope spp.</u>
	<u>Mondo Grass</u>
	<u>Perennial Peanut</u>
	<u>Portulaca (B)</u>
	<u>Purple Society Garlic (B)</u>
	<u>Purslane (B)</u>
	<u>Juniper spp.</u>

	<u>Blue Rug Juniper</u> <u>Parsonii Juniper</u> <u>Shore Juniper (B)</u>
<u>Vines Native</u>	<u>Vines Non-Native (Cultivated)</u>
<u>Coral Honeysuckle</u>	<u>Bougainvillea</u>
<u>Crossvine</u>	<u>Confederate Jasmine</u>
<u>Carolina Jessamine</u>	<u>Creeping Fig</u>
<u>Morning Glory</u>	<u>English Ivy</u>
<u>Purple & Corky-Stem</u> <u>Passionflower</u>	<u>Mandevilla</u>
<u>Railroad Vine</u>	<u>Purple & Corky-Stem</u>

(e) *Irrigation.*

- (1) The irrigation system shall be underground and designed to provide adequate irrigation to all landscaped areas. After installation, the system shall be regularly maintained as required under section 3-08.
- (2) Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.
- (3) All commercial and residential irrigation systems must have a rain sensor cutoff device as required under state statutes that postpones future irrigation during periods of normal rainfall.
- (4) All plant material and trees that have been used to fulfill the requirements for fifty percent (50%) drought-tolerant or native plants must be irrigated separately on separate zones from non-drought-tolerant plant materials and grasses.
- (5) All landscaped areas are to be provided with automatic irrigation system shall provide one hundred percent (100%) coverage and fifty percent (50%) overlap at a minimum.
- (6) Irrigation systems shall be designed to avoid casting water on to adjacent right-of-way, paved parking surfaced, walkways or directly on to the sides of buildings or landscape buffer walls.
- (7) Irrigation shall only occur during those times, except for the first year or plant establishment, permitted by the county, the city and the St. Johns River Water Management District, whichever regulation is more restrictive applies.
- (8) Irrigation systems shall be maintained in working operational condition at all times. Such systems may be inspected by the landscape architect or other permitting authority, ~~chief building official~~ and if If found to be defective, the property owner shall be given written notice and directed to repair the system,

including modification to sprinkler casting areas, within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

(f) *Firewise landscaping requirements.*

- (1) The fire chief, in consultation with the planning director and landscape architect, has the authority to waive or reduce requirements in firewise areas based on the current or expected characteristics of the site, local area fire history, site location/overall terrain, prevailing winds/seasonal weather conditions, the vegetative communities present on adjacent property or insufficient parcel size.
- (2) Where firewise landscaping zone areas are required, landscape plans shall utilize firewise landscape design for portions of the site lot or parcel that are within fifty feet (50') of a building. The intent of the firewise landscape zone is to create a low-fuel zone at least thirty feet (30') wide on each building sides facing wooded or vegetated areas in order to provide space for fire suppression equipment and to reduce a buildings exposure to radiant heat from wildfire. This thirty-foot (30') wide buffer is called the firewise landscape zone. The following standards may be applied to a firewise landscape zone when required by the fire chief or landscape architect:
 - a. *Tree locations.* Required trees shall be planted at least thirty feet (30') from any building, as measured from the trunk of the tree to the nearest point of the structure. Required planted trees shall be located at least thirty feet (30') from other trees, where possible. If not possible, tree placement should be spaced apart instead of clustered. Based on the size and type of existing trees located within the firewise landscape zone, the landscape architect may approve their removal if the trunk is located within thirty feet (30') of a building, excluding historic trees, which shall require approval from the city commission before removal.
 - b. *Vegetation.* Landscape plants within this area should be strategically placed within and adjacent to the firewise zone to create separation between plants or plant cluster for the purpose of retarding the spread of fire and reducing radiant heat generated from highly concentrated vegetated areas. Plants and shrubs shall be fire resistant species accepted by the landscape architect. The landscape architect may require use of certain species over others based on their natural fire resistant characteristics.
 - c. *Irrigation system.* An irrigation system shall be required within the firewise landscape zone, ~~and shall not be waived for application of drought tolerant landscaping planted within the zone.~~
 - d. *Fences.* Wood fences shall not be constructed within any firewise landscape zone except where a sufficient clear zone occurs between the

fence and the adjacent wooded or vegetated area, as may be determined by the landscape architect.

- (3) Wildfire protection zone. A wildfire protection zone that averages no less than thirty feet (30') in width shall be placed along all perimeter boundaries of a planned development or residential subdivision that are exposed potential threat from wildfire impacts. The minimum width of the wildfire protection zone is twenty feet (20') as long as the minimum average width is met. As a guideline, wildfire protection zones may be a more appropriate design application.
- a. *Accessibility for emergency vehicles.* A path at least fourteen feet (14') wide shall be created to allow access for emergency vehicles. The access path shall be cleared of trees but ground vegetation shall be maintained to prevent soil erosion but shall be regularly maintained at a height less than twelve inches (12"). Trees removed to accommodate emergency vehicles pathways within wildfire protection zones are exempt from tree replacement requirements set forth in this article. Where soils under dry or drought conditions cannot support the passage of emergency vehicles, the fire chief may require that the all or applicable portions of the pathway be stabilized with suitable permeable material.
 - b. *Tree plantings within adjacent property.* Trees planted within residential lots abutting a wildfire protection zone shall be placed a distance of at least fifteen feet (15') from this zone.
 - c. *Landscape plants and trees.* Plants and trees planted within thirty feet (30') of a wildfire protection zone shall be fire resistant species. The landscape architect shall determine whether the species is considered fire resistant based on professionally acceptable sources such as, but not limited to, the U.S. Department of Forestry and the State Department of Agriculture and Consumer Services.
 - d. *On-going maintenance and management.* A property owner or property owner association shall be responsible for maintaining the emergency pathway in a condition acceptable to the fire chief. Vegetation within the wildfire protection zone shall also be pruned and/or removed according to a management plan that must be accepted by the city and recorded with the Clerk of the Circuit Courts. The management plan shall identify the minimum maintenance schedule and shall also stipulate that the property owner or property owners' association shall conduct vegetation maintenance within fourteen (14) days from the receipt of written notice from the fire chief.
 - e. *Firewise landscaping.* If a multiple family or nonresidential development will be located within fifty feet (50') of any wildfire protection zone, a firewise landscaping plan, as set forth in subsection (f)(2) of this section shall also apply to the development.

(4) Firewise requirements for planned development and new residential subdivisions. Subdivision plan and planned development applications for residential uses proposed in wildfire risk area an area considered a high or medium risk for wildfire, as determined by the fire chief, shall be required to comply with the following standards if required by the fire chief:

a. *Fuel reduction and mitigation strategies.* To reduce fuel material for wildfires prior to issuance of any building permits within the subdivision or planned development, the developer/applicant shall complete the following:

1. Tree canopies within fifty feet (50') of any structure shall be thinned by tree removal or by pruning of branches such that there is no more than seventy-five percent (75%) crown closure, as shall be determined by the landscape architect. Removal of protected trees, except ~~excepting~~ specimen trees, is exempt from tree mitigation requirements.
2. A prescribed burn shall be conducted according to the procedures set forth by the fire chief as part of the clearing and grading activities for the project. The applicant shall be responsible for all costs to have city fire department staff and equipment present if determined necessary by the fire chief. If a prescribed burn is not feasible because of climatic conditions, smoke limitations, proximity of existing development or other constraints, fuel mitigation strategies will be determined by the chief fire official.

b. *Access to common areas and conservation areas.* Subdivision plans shall include access to common areas and conservation areas where the size or location of such areas warrants emergency access lanes. The fire chief shall determine where such emergency access is needed.

c. *Ongoing maintenance plans for subdivision plans.* The developer/applicant shall prepare a greenbelt and/or conservation area maintenance plan that provides for the management of common areas for fuel reduction and hazard mitigation by the property owners' association. Such plan shall be incorporated into the code, conditions and restrictions recorded with the final plat.

(g) *Acceptance of improvements.*

(1) No application for building permit, land clearing permit, site development permit (subdivision) or grading and filling permit may be issued by the chief building official until the landscape architect has visited the development site and determined that the tree removal and protection is in accordance with the conditions stated in this article and in the approved site plan, subdivision plat, or grading and filling permit.

(2) Final SPRC Site Plan Review Committee acceptance of improvements included in the landscaping plans of the approved site plan will not be issued

until the landscape architect has determined that all landscaping, tree protection devices and operating irrigation systems have been installed in accordance with the approved plan. However, with the recommendation of the landscape architect, the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance or surety bond, a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors and verified by the chief building official.

SECTION EIGHT. Section 3-06, Buffer area requirements, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) *(No change to existing text)*
- (b) *Buffer requirements.* Buffer requirements shall be determined by subtracting the land use intensity factor of the less intense use from that of the more intense use. The various land uses and corresponding intensity factors are shown in the following table:

Land Use	Intensity Factor
Agriculture (bona fide pasture or similar use)	<u>1</u>
Rural residential/rural estate (density less than one dwelling units per acre)	1
Suburban low density residential	2
Low density residential	2
Medium density residential	3
High density residential	4
<u>Institutional less than 0.5 ISR</u>	<u>4</u>
<u>Institutional 0.5-0.65 ISR</u>	<u>5</u>
<u>Institutional 0.66 ISR or greater</u>	<u>6</u>
Oceanfront tourist residential uses	5
<u>Office, Residential, Retail less than 0.5 ISR</u>	<u>4</u>
<u>Office, Residential, Retail 0.5-0.65 ISR</u>	<u>5</u>
<u>Office, Residential, Retail 0.66 ISR or greater</u>	<u>6</u>
<u>General commercial or Low intensity commercial less than 0.5 ISR</u>	5
<u>General commercial or Low intensity commercial 0.5-0.65 ISR</u>	6
<u>General commercial or Low intensity commercial 0.66 ISR or greater</u>	7
Heavy commercial less than 0.5 ISR	6

Heavy commercial 0.5-0.65 ISR	7
Heavy commercial 0.66 ISR or greater	8
<u>Highway Tourist Commercial less than 0.5 ISR</u>	<u>5</u>
<u>Highway Tourist Commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>Highway Tourist Commercial 0.66 ISR or greater</u>	<u>7</u>
Industrial 0.65 ISR or less	8
Industrial 0.65 ISR or less	9
Outside storage	9
ISR refers to impervious surface ratio, or the ratio of impervious (building and paved) surface to total surface area. ISR measurement shall not include landscape buffers along rights-of-way as described in subsection (d) of this section.	

Once the applicable buffer calculations have been completed, the resulting number indicates the appropriate buffer design type, as shown by the table in subsection (d)(2) of this section.

- (c) *Roadway buffers.* In addition to the buffers required in subsection (b) of this section, all projects fronting a designated collector shall have a buffer of a design type 2, as shown in section (d) of this section. Those uses abutting an arterial roadway shall have a buffer of a design type 3, subsection (d) of this section. Road classification shall be based on the transportation element of the city's comprehensive plan. Those roadways designated as Greenbelt and Gateway Preservation Overlay Districts and within the Granada Bovard Streetscape Overlay District shall be exempt from these requirements and shall comply with standards as contained in this Land Development Code.

- (d) *(No change to existing text)*

- (e) *Material and design standards.* The following standards apply to new development and redevelopment of existing sites:

- (1) The landscaped buffer area shall include a minimum five-foot (5') wide visual evergreen screen constructed of plant materials which are selected, located, and maintained to provide a visual barrier that is designed to achieve ninety percent (90%) ~~forty percent (40%)~~ opacity within three (3) years from the time of installation between three feet (3') and six feet (6') above the average ground level of the landscaped buffer area when viewed horizontally.
- (2) Trees shall be established along the entire length of and contiguous to any property line at a maximum spacing of fifty feet (50') on-center. Points of access through landscaped buffer areas shall be excluded ~~included~~ in the linear spacing of trees contiguous to the property line.
- (3) Prior to the initiation of any construction activities, tree barricades shall be erected around selected trees and understory shrubs to be preserved. These tree barricades are required to be inspected by landscape architect or engineering site inspector prior to clearing. ~~in the landscaped buffer area will be marked for preservation by the landscape architect in cooperation with the developer.~~

- (4) Landscaped buffer areas intended to screen parking areas, dumpster pads or other site features shall be designed to achieve ninety percent (90%) ~~sixty percent (60%)~~ opacity within three (3) years from the time of installation.
- (5) When a visual screen is not provided in the landscaped buffer area that abuts an off-street parking area, a decorative masonry wall, earth berm, natural landscape screen and/or combination of the kind in this subsection shall be installed in such a manner as to neutralize the predominating effect of vehicles from adjacent properties and public rights-of-way. Such screening areas shall be a minimum height of three feet (3').
- (6) Fences or walls may also be required in landscaped buffer areas in accordance with this section. When a fence, brick or decorative masonry wall is required, trees must be planted within the buffer area adjacent to the wall at a spacing of not more than fifty feet (50') on-center. These trees are to meet Code requirements and also be species that, when installed, are at least twelve feet (12') tall and have a minimum spread of six feet (6').
- (7) Plant materials used within the required landscaped buffer area adjacent to a chainlink fence in a side corner yard shall be selected, located and maintained to provide a visual barrier which will achieve ninety percent (90%) ~~seventy-five percent (75%)~~ opacity within three years from the date of installation.
- (8) Plant materials used within the required landscaped buffer area adjacent to a decorative masonry wall in a side corner yard shall be selected, located and maintained to provide a visual barrier that is desired to achieve fifty percent (50%) opacity within three (3) years from the date of installation.
- ~~(9) Landscaped buffer areas that abut adjacent lots used for nonresidential purposes may be reduced to a minimum of five feet (5') in width to accommodate driveways, provided an average buffer width of ten feet (10') is maintained beyond the front yard setback.~~
- ~~(10)~~ (9) Underground parking structures and parking areas above underground parking structures shall have a landscaped buffer twenty feet (20') in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line, unless a wider area is specified as part of the district regulations.
- ~~(11)~~ (10) On oceanfront property, the landscaped buffer is not required along the rear setback line except that a minimum six foot (6') ~~five foot (5')~~ wide landscaped buffer shall be required adjacent to parking areas. (For dune protection standards, see section 3-15, coastal management.)
- ~~(12) All lots within single family subdivisions, recorded after the adoption of this Land Development Code and located in an R-3, R-4, R-5 or R-6 zoning district, shall have a ten foot (10') rear yard landscape buffer in which no accessory structure shall be permitted. This requirement shall not apply where the lot abuts a golf course, wetland, upland buffer or common open space area.~~

~~(13)~~ (11) Front yard buffers for properties within the streetscape district may include the following streetscape elements: trash receptacles, benches, tree grates, tree guards, and raised decorative planters. ~~stone planters.~~

In situations where the placement or type of plant required by this Land Development Code does not conform to buffer or landscape requirements ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plant material.

SECTION NINE. Section 3-07, Reserved, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to create a new section to be titled as “Existing Developments Landscaping”, which shall read as follows:

Sec. 3-07. - ~~Reserved.~~ Existing Developments Landscaping.

- (a) This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.
- (b) Existing developed non-residential and multi-family properties are required to maintain site landscaping and natural area in conformance with approved site plans and development orders. When there is no approved site plan or development order, the standards of the Article 1 Landscaping shall be applicable as determined by the landscape architect.
- (c) Landscape review required. A landscape review and conformance through the Site Plan Review Committee with either (1) an approved site plan or development or (2) the landscaping requirements of this Article shall be required when:
 - (1) Change of use. When a building has a change of use that requires a certificate of use, business tax receipt, or a new site plan submittal. This requirement would not apply to changes of uses within shopping centers or areas that have multi-tenant uses.
 - (2) Developments are vacant for longer than 180 days.
 - (3) Building expansion. Any building expansion that seeks additional square footage.
 - (4) Site impervious expansion. Any additional site impervious expansion.
- (d) Landscape and Irrigation plan requirements. For properties that require a landscape review, a landscape plan is required per Section 3-05(a) and (b) of this code. A previously approved landscape plan by the Site Plan Review Committee or Volusia County, if annexed, shall be acceptable. In the review of the landscape plan, the following shall apply:

- (1) Change of use and sites vacant for longer than 180 days. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:

 - a. The intent is to update existing landscape areas and replace missing or dead landscape material;
 - b. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - c. Addressing landscape buffers and parking lot screening along property boundaries; and
 - d. Replace and update material within existing landscape islands.
- (2) Building expansions and increases to impervious areas. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:

 - a. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - b. Addressing landscape buffers and parking lot screening along property boundaries;
 - c. Replace and update material within existing landscape islands;
 - d. Establish or replace foundation plantings between building and sidewalk in accordance with Article 1, Landscaping section; and
 - e. Excavation of pavement, development of "dead" areas or remove extra parking space areas for interior landscape islands, reconfiguration and restriping of parking areas, and any other reasonable and necessary physical improvements to meet the landscape requirements.
- (e) Review and Appeals. The landscape architect shall review and administer compliance with this section. Acknowledging that existing sites have non-conformities, it is the intent of this section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. The landscape architect is authorized to allow deviations to the landscaping requirements of this section based upon existing site conditions. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this Code.

SECTION TEN. Section 3-08, Maintenance of plantings and irrigation systems/enforcement, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *Plant material.*

- (1) The owner, tenant and their agents, if any, shall be jointly and severally responsible for the maintenance of all plant materials as shown on the approved landscape plan or building permit. Plant materials shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. Any dead or severely damaged plant materials shall be replaced by the owner, tenant or their agent as part of routine maintenance.
- (2) Failure to maintain plant materials as shown on the approved landscape plan or building permit shall result in a hearing before the special magistrate. If the landscape plan is not on file with the city, ~~the landscape architect shall make a determination of what had existed prior to the removal or destruction, based on empirical evidence, testimony of observers, photographs (if available) and input of the property owner~~ a landscape plan shall be prepared per section 3-05, Landscape and Irrigation plan requirements.
- (3) Where replacement materials differ from the approved landscape plans, an amendment to the plan shall be submitted to the landscape architect for review and approval or to the ~~SPRC~~ Site Plan Review Committee if such changes result in a change of or interfere with pedestrian or vehicular movements, or loss of screening, or would otherwise alter the site to the extent that off-site impacts or hazards may result.
- (4) If an existing site that is nonconforming with regard to landscape or buffer requirements, number of trees or other landscape standards is made more nonconforming by the removal, destruction or death of the plant material, then the owner shall be required to replace what was removed or destroyed in that area and to provide additional materials to the extent that it would be practically and economically feasible to do so, to meet minimum current standards.

(b) *Irrigation systems.*

- (1) Irrigation systems shall be maintained in working condition at all times. Such systems may be inspected by the landscape architect or the chief building official and, if found to be defective, the property owner shall be given written notice and directed to repair the system within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

~~(2) If a project is submitted for landscape approval with one hundred percent (100%) of the plantings determined to be xeric by the landscape architect, then only temporary irrigation during the establishment period will be required. This timeframe will be determined by the landscape architect, and the project shall be inspected at the end of this period to determine if irrigation may be removed.~~

~~(3) All plant material and trees that have been used to fulfill the requirement for fifty percent (50%) xeric or native plants must be irrigated separately from nonxeric plant material and grasses.~~

(c) *Tree maintenance on public or private right-of-ways or residential properties.* The following standards apply to all persons, either public or private, who maintain trees on or over the public right-of-way for utility, residential properties or all other zoning districts: ~~other purposes:~~

(1) *Notification of landscape architect or Environmental Improvement Officer.* Such parties shall notify the landscape architect prior to initiation of maintenance activities as to the exact location and date that such work will be accomplished. No tree removal, surgery, cavity filling or spraying shall be done on any tree on the public right-of-way, except by persons employed by the city, ~~without first obtaining a permit for such work from the landscape architect. There shall be no charge for such a permit.~~ No tree shall be trimmed by, or under the direction of, any public utility company or agent of such company to provide clearance for wires or cables or any other purpose without a permit approved by the said landscape architect. Such work shall be done only under the supervision of the landscape architect or Environmental Improvement Officer. See canopy and scenic road requirements per section 3-03(e).

(2) *Specimen Tree Pruning Certification/Permit required:* When tree pruning occurs on residential property or all other zoning districts for specimen trees 26" DBH and greater, section 3-04(d), a permit will be required and the tree worker shall hold a Prescription Pruning Certification issued by ISA. Only the tree worker holding this certification will be allowed to perform the pruning operations.

~~(2)~~ (3) *Notification of property owner.* When trees will be worked on which are located on private property and overhang the rights-of-way, the party responsible for the work shall, prior to beginning such work, notify the property owner as to the need for and extent of such maintenance, and the approximate date the work will be accomplished. It shall not be the duty of the owner of any private property to remove any dead, diseased or dangerous trees or parts thereof, which overhang or interfere with the public sidewalks and streets or city-owned property.

~~(3)~~ (4) *Pruning.* Pruning shall be performed by tree workers who hold a Prescription Pruning Certification issued by ISA. Proof of this certification

shall be given to city landscape architect or Environmental Improvement Officer. , ~~through related training and on the job experience, are familiar with the techniques and hazards of this work, including trimming, maintenance, repairing or removal and equipment used in such operations.~~ The use of climbing spurs or irons is prohibited in pruning operations on live trees.

- a. *Fine pruning.* Fine pruning shall consist of the removal of dead, diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of such branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one-half-inch (½") diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it.
- b. *Medium pruning.* Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunk as well as those within the leaf area. An occasional branch up to one inch (1") in diameter may remain within the main leaf area where it is not practical to remove it.
- c. *Coarse pruning.* Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches (2") in diameter or greater.
- d. *Cutting back or drop crotch pruning.* The following specifications shall apply for this subsection and subsections (c)(1) and (2) of this section:
 1. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
 2. If it is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark or to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
 3. Remove the weaker or least desirable or crossed or rubbing branches. Such removal shall not leave large holes in the general outline of the tree.
 4. ~~Treatment of cuts and wounds, with tree wound dressing, is mandatory. When such treatment is made, materials nontoxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.~~
 5. Generally, in reducing size (cutting back), not more than twenty-five percent (25%) ~~one-third (⅓)~~ of the total area shall be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All

effort shall be made to cut back to a lateral, one-third ($\frac{1}{3}$) of the diameter of the cut being made.

6 5. In reducing overall size, attention shall be given to the symmetrical appearance. The top shall remain higher and the sides reduced in order to maintain a tree-like form typical of the given species.

7 6. In lifting the lower bottom branches of trees for under clearance, care shall be given to symmetrical appearance, and cuts shall not be made so large that they will prevent normal sap flow.

(4) (5) *Topping*. Topping is cutting back large portions of the upper crown of the tree. Topping is often required when the tree is located directly beneath a utility line. The main leader or leaders, may be cut back to a suitable lateral. (The lateral shall be at least one-third ($\frac{1}{3}$) the diameter of the limb being removed.) For the sake of appearance and to limit the amount of regrowth, no more than one-fourth ($\frac{1}{4}$) of the crown shall be removed when topping.

(5) (6) *Side trimming*. Side trimming consists of cutting back or removing the side branches that are threatening the conductors. Side trimming is required where trees are growing adjacent to utility lines. Limbs shall be removed at a lateral branch. Unsightly notches in the tree shall be avoided if possible. Shortening branches above and below the indented area, or balancing the opposite side of the crown, will usually improve the appearance of the tree. When trimming, all dead branches above the wires shall be removed, since this dead wood could easily break off and cause an interruption in utility service.

(6) (7) *Under trimming*. Under trimming involves removing limbs beneath the tree crown to allow wires to pass below the tree. To preserve the desired shape of freestanding or open grown trees, lower limbs on the opposite side of the tree shall be removed also. All cuts shall be flush to avoid leaving unsightly stubs. The natural shape of the tree is retained in this type of trimming, and the tree can continue its normal growth. Overhangs are a hazard, however, when the line passes beneath a tree. Overhangs shall be removed in accordance with the species of tree, location, and the general policy of the utility. When trimming, remove all dead branches above the wires, since this dead wood could easily break off and cause an interruption in utility service.

(7) (8) *Natural trimming or directional trimming*. Natural trimming is a method by which branches are cut flush at a suitable parent limb back toward the center of the tree. This method of trimming is sometimes called drop crotching or lateral trimming. Large branches shall be removed to laterals at least one-third ($\frac{1}{3}$) the diameter of the branch being removed. Natural trimming is especially adapted to the topping of large trees where a great deal of wood must be removed. Natural trimming tends to guide the growth of the tree away from the wires. Stubbing or pole clip clearance tends to promote rapid sucker growth right back into the conductors. Natural clearance does work and two (2) or three (3) trimming cycles

done in this manner will bring about an ideal situation for both the utility and tree owner.

- ~~(8)~~ (9) *Pollarding*. Pollarding or rounding over shall not be permitted.
- ~~(9)~~ (10) *Permission needed for pruning of palms*. No pruning of palm species other than removal of dead fronds is authorized. Should palms affect the distribution system, permission shall be requested for removal from the landscape architect or the property owner.
- ~~(10)~~ (11) *Signs*. It shall be unlawful to attach a sign or other object to a tree by the use of nails, wire or any other method which will be harmful to the tree.
- ~~(11)~~ (12) *Removal of vegetation*. The landscape architect, based on a finding that vegetative material in the public right-of-way presents a danger to traffic, pedestrian or bicyclist safety, may request the adjoining property owner to remove such vegetation or may remove the vegetation by city forces. In no event shall the city be responsible for replacing such vegetation or pay any damages other than to restore the right-of-way by means of sodding or seeding.

SECTION ELEVEN. Section 3-09, Land clearing, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed and amended to create a new section to be titled as “Tree Abuse Enforcement”, which shall read as follows:

~~Section 3-09. — Land clearing.~~

~~(a) In general.~~

- ~~(1) A land clearing permit is required for the removal of underbrush other than that directly associated with a developed single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Code related to protection of wetlands, waterways and other environmentally sensitive areas.~~
- ~~(2) No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.~~
- ~~(3) No tree removal other than for exempt trees may occur unless a permit is issued in accordance with section 3-03.~~
- ~~(4) No fill material shall be allowed except where it is minor in nature or necessary to correct a potential hazard.~~
- ~~(5) No activity that results in grading or filling of land is allowed except as noted above or in conformance with section 3-10.~~

~~(b) Permit application.~~

- ~~(1) The applicant shall submit a plan at a scale of not less than one inch equals one hundred feet (1"= 00'), showing:~~
 - ~~a. The area to be cleared;~~
 - ~~b. The approximate location;~~
 - ~~c. Size and type of existing trees;~~
 - ~~d. Trees to be removed; and~~
 - ~~e. Wetland areas, waterbodies and flood hazard zones.~~
- ~~(2) The application shall also include the following:~~
 - ~~a. A description of the proposed method of clearing;~~
 - ~~b. The type of equipment to be used;~~
 - ~~c. The purpose for the activity; and~~
 - ~~d. The name of the owner of the property and the person or firm performing the work.~~
- ~~(3) The application shall be accompanied by the appropriate fee as required by chapter 1, article IV of this Code.~~

~~(c) Clearing of subdivision lots due for purpose of fill storage.~~

- ~~(1) Approval of fill storage shall be concurrent with or subsequent to the approval of final drainage and grading plans.~~
- ~~(2) A maximum of twenty percent (20%) of the total lots of the subdivision phase under construction shall be used for the purpose of fill storage.~~
- ~~(3) Lots to be considered for fill storage will be limited to those on which there is no potential for saving existing trees. All palm trees shall be saved.~~
- ~~(4) Contiguous lots may be used for fill storage, provided that a natural vegetative buffer no less than fifteen feet (15') deep shall be provided within and along the perimeter boundary of the fill storage area.~~
- ~~(5) Lots that abut the designated area of fill storage shall be maintained in their natural state and shall not be cleared until excess fill has been removed and the fill storage site has been graded pursuant to the subdivision plans.~~
- ~~(6) Lots to be used for fill storage, lots to be maintained in their natural state, and the limits of the perimeter buffer shall be determined by the site plan review committee at the time of subdivision plan review. Preferred locations for fill storage are at the end of cul-de-sacs, remote areas of the development, or areas not readily visible to the public.~~

~~(7) A thirty foot (30') opening shall be provided per every three hundred feet (300') adjacent to the street right of way, as a maximum, to provide access to the fill storage site.~~

~~(8) Silt fences shall be placed around the perimeter of the cleared area and inspected by the city prior to fill being placed on the site.~~

~~(9) Fill material to be stored on the subdivision site shall be limited to the fill excavated on site. No fill material shall be brought from off site and stored.~~

~~(10) The maximum side slope of the fill storage stockpile shall be a ratio of four to one (4:1) with adequate drainage to be provided. The maximum height of the stockpile should not exceed six feet (6") above the crown of the road. The stockpile shall be seeded and mulched once all fill to be stored is in place.~~

~~(d) Permit issuance/enforcement.~~

~~(1) The chief building official may issue a land clearing permit following review and recommendation by the city engineer and landscape architect. The permit shall contain any special conditions or activity restrictions. The permit shall be valid for a period of fourteen (14) days from the date of issuance.~~

~~(2) Following completion of the activity or after fourteen (14) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special master.~~

Sec. 3-09. - Tree Abuse Enforcement.

(a) This applies to all zoning districts including existing or proposed properties.

(b) Tree abuse defined. "Tree abuse" means any one or more of the following:

(1) Removal of more than 25 percent of the canopy of a tree; or

(2) Topping or hat racking a tree (Includes Crape Myrtles); or

(3) Removal of main lateral branches leaving the trunk of the tree in a stub appearance; or

(4) Cutting a tree which destroys its natural habit of growth; or

(5) Pruning that leaves stubs or results in flush cuts or splintering of limb ends; or

(6) Using climbing spikes, nails, or hooks, except for the purpose of total tree removal; or

(7) Pruning of live palm fronds which initiate above the horizontal plane.

(c) Exemptions. No person shall commit tree abuse unless one of the following exemptions applies:

- (1) The abuse is necessary to alleviate a dangerous condition posing an imminent threat to the public or property. Photographs will be required to document tree(s) condition prior to removal. If photographs are not taken to document condition than it be considered a violation; or
- (2) The abuse is necessary to prevent service interruptions for franchise utilities; or
- (3) The abuse is necessary for the transplantation of Cabbage Palms.
- (d) Violations. The city shall issue a Stop Work Order to, or revoke the building permit for, the subject property of any person found in the act of tree abuse, or found to have committed tree abuse in violation of this article. The Stop Work Order shall not be withdrawn or the building permit reinstated until the owner or developer has contributed into the Tree Replacement Fund Account or shows a planting receipt of the newly purchased trees. The penalty shall be one hundred and seventy- five dollars (\$175.00) for each inch DBH of the abused tree or plant back the total DBH inches removed with new trees. Seventy-five percent (75%) of these new trees shall be native shade trees. The minimum penalty shall be one-inch DBH contribution for each inch DBH of the abused tree.
- (e) Tree protection during sidewalk and curb repair. Where sidewalk or curb damage due to the growth of tree roots occurs, every effort shall be made to correct the problem without removing or damaging the tree. The Environmental Improvements Officer shall be responsible for developing or approving corrective measures in consultation with the city engineer.
- (f) Review and appeals section. The landscape architect shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Environmental Improvements Officer in the enforcement of this section. Appeals of the landscape architect determinations may be appealed in accordance with Section 1-19 of this code.

SECTION TWELVE. Section 3-10, Grading and filling, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed and amended to create a new section to be titled as “Land Alteration Permits”, which shall read as follows:

~~Sec. 3-10. Grading and filling.~~

~~(a) Generally.~~

- ~~(1) No grading or filling of lands is allowed except in connection with a grade and fill permit or development order for the improvement of said lands. The term "improvement of land" means the development of land with buildings,~~

~~structures, streets, sewers, waterlines or other facilities, the erection or installation of which requires the issuance of a permit by the city. Grading and filling permits may be issued as follows:~~

- ~~a. Pursuant to the subdivision regulations in connection with plat approval;~~
- ~~b. Through the issuance of a building permit for improvements on the property; and~~
- ~~c. Upon approval of a complete application for a grade and fill permit in accordance with subsection (b) of this section.~~

~~(2) The burying of rubbish, logs, lumber, building materials, underbrush, trash or other matter which would decompose or allow the land to thereafter settle is hereby determined to be a change or modification of the grade of land for which no permit shall be issued except as authorized by this Land Development Code.~~

~~(b) Permit application.~~

~~(1) Application for a grading and filling permit shall include:~~

- ~~a. The name of the owner of the property;~~
- ~~b. The name of the person or firm which will perform the work;~~
- ~~c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;~~
- ~~d. The area to be graded or filled and cubic yard calculations; and~~
- ~~e. The specific purpose for the filling or grading activity and type of equipment to be used.~~

~~(2) Except for single family homes and duplexes, the application shall include a statement prepared by a licensed civil engineer or landscape architect certifying that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies.~~

~~(3) Any trees to be removed shall be shown on a dimensional drawing. A separate tree removal permit in accordance with the provisions of section 3-03 will also be required.~~

~~(c) Permit issuance.~~

~~(1) Except for single family homes and duplexes or projects to be reviewed by the site plan review committee, the city engineer or designee shall determine if the application as submitted is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or~~

~~filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment. When the application for grading and filling applies to more than one (1) site, such as a subdivision development, the grading and filling permit shall be approved by the site plan review committee. Upon determination by the city engineer that roads to be constructed with a subdivision will result in excessive fill requirements for the development of the individual lots, the SPRC may authorize the clearing and grading of the lots to ensure stabilization of the grade of the lots within the subdivision. The applicant will be responsible for all tree removal, preservation and mitigation requirements contained within this article and shall include the appropriate plans and details as part of the final plans required for the construction of the subdivision. In situations where large tracts of land will be cleared, the SPRC shall require additional plantings of trees to ensure adequate buffering and screening from adjacent public rights of way.~~

- ~~(2) Except where health, safety or public welfare is jeopardized, no grade and fill permits shall be issued in conjunction with the grading and filling of an undeveloped parcel that will require the removal or damage of trees or native vegetation, unless the permit is in connection with a building permit for the improvement of said lands.~~
- ~~(3) For the construction of a single family home or duplex unit, the chief building official shall review the permit application based on the criteria listed under subsection (c)(1) of this section.~~
- ~~(4) Approved grade and fill permits shall be issued by the chief building official within forty eight (48) hours of such approval.~~
- ~~(d) Grading and filling standards. Any grade or fill activity shall be consistent with the following standards:~~
 - ~~(1) All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.~~
 - ~~(2) No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.~~
 - ~~(3) No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.~~
 - ~~(4) Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.~~

~~(5) No less than twenty four (24) hours prior to beginning the operation, the permittee shall notify the landscape architect of the precise time at which the clearing operation will begin.~~

~~(6) The landscape architect, the city engineer or their designees shall be present at the time such operation begins and shall monitor the activity as deemed appropriate.~~

~~(e) Appeal/enforcement.~~

~~(1) Appeals from the determination of the SPRC or city engineer or his/her designee under this section shall be in accordance with procedures described in chapter 1, article II of this Land Development Code.~~

~~(2) Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.~~

~~(3) In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on or off-site environmentally sensitive areas or removal of vegetation.~~

Sec 3-10. - Land Alteration Permits.

(a) Underbrushing (brush mowing) permits.

(1) Permit required: An underbrushing permit is required for the knocking down of underbrush/overgrowth on existing single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Land Development Code related to protection of wetlands, waterways and other environmentally sensitive areas. Underbrushing on vacant parcels per section 3-03(a)(2) will not be allowed unless the parcel is deemed a nuisance which will be reviewed on a case-by-case basis by the landscape architect.

(2) Underbrushing standards:

- a. No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.
- b. No tree removal other than for nuisance trees may occur per section 1-22.
- c. No fill material shall be allowed.
- d. No activity that results in grading or filling of land is allowed.

- e. If underbrushing is approved for existing single-family or all other existing developments, underbrushing will be allowed for trees 2" inches and less. Equipment allowed for underbrushing will be walk behind such as bush hog, small bobcat or other small rubber tire equipment. Large or heavy equipment will not be allowed. The type of equipment used shall be written on the underbrushing permit.

(3) Permit application.

- a. The applicant shall submit a plan or aerial at a scale of not less than one inch equals one hundred feet (1"= 100'), showing:
 - 1. The area to be underbrushed;
 - 2. The approximate location;
 - 3. Size and type of existing trees and palms;
 - 4. Wetland areas, waterbodies and flood hazard zones.
- b. The application shall also include the following:
 - 1. A description of the proposed method of clearing;
 - 2. The type of equipment to be used;
 - 3. The purpose for the activity; and
 - 4. The name of the owner of the property and the person or firm performing the work.
- c. Prior to the issuance of the underbrushing permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance/enforcement.

- a. The landscape architect shall review the underbrushing permit and issue the underbrushing permit, provided all applicable conditions are satisfied. The permit may contain any special conditions or activity restrictions. The permit shall be valid for a period of thirty (30) days from the date of issuance.
- b. Following completion of the activity or after thirty (30) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.

(b) Vacant single-family lots.

- (1) Single-family Building Permit Required. All vacant single family lots shall have tree removal and replacement reviewed and approved as part of a single-family residential building permit.

- (2) Survey required: Development of vacant single-family lots shall provide a tree survey of the existing conditions.
- (3) No tree removal or land clearing permit shall be authorized as a stand-alone permit for single-family lots. Land clearing for vacant single-family lots shall only be allowed as part of an approved single-family building permit.
- (4) The approved building permit shall contain the tree requirements for the lot as the part of the building permit and the required trees shall be in place and inspected prior to any Certificate of Occupancy.
- (5) It is the responsibility of the property owner to maintain the lot trees based upon the approved building permit and lot area calculations.

(c) Grading and filling.

- (1) Engineering permit required: No grading or filling of lands is allowed except in connection with an engineering grade and fill permit. For projects that require approval by the Site Plan Review Committee, grading and filling shall be approved as part of the approved site plan and constructed with an engineering permit.
- (2) Engineering grade and fill permit standards:
 - a. All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.
 - b. No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.
 - c. No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.
 - d. Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.
 - e. No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the site engineering inspector of the time at which the clearing operation will begin.
- (3) Permit application. Application for an engineering grading and filling permit shall include:
 - a. The name of the owner of the property;
 - b. The name of the person or firm which will perform the work;
 - c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches

(6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;

- d. The area to be graded or filled and cubic yard calculations;
- e. The specific purpose for the filling or grading activity and type of equipment to be used; and
- f. The application shall include a statement prepared by a licensed civil engineer certifying, including any required calculations, that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies. For minor projects, the applicant may request in writing that this requirement be waived by the City Engineer.
- g. Prior to the issuance of the engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance. The city engineer shall determine if the application, as submitted, is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment.

(5) Enforcement.

- a. Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.
- b. In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.

(e) Site Plan Review Committee approved plans.

(1) Site engineering permit required. Projects with Site Plan Review Committee (SPRC) approval of a plan submittal shall be required to obtain a site engineering permit in order to perform the approved land clearing, demolition, clear and grading, and landscaping and irrigation plan improvements.

(2) Application submittal requirements:

- a. Completed engineering permit application from a licensed contractor;
- b. Submittal of the approved Site Plan Review Committee plan set;
- c. Cost of site work for the approved site plan.
- d. Prior to the issuance of the site engineering permit, the applicant shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

SECTION THIRTEEN. Section 3-11, Mining and excavation, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed in its entirety, said section being reserved for future use:

Sec. 3-11. ~~Mining and excavation. Reserved.~~

~~(a) Generally. Mining and excavation shall be subject to the requirements of this section.~~

~~(b) Prohibition of certain mining activities.~~

~~(1) The excavation and mining of lands for the primary purpose of transporting material off site for use elsewhere is permitted only in the REA district; provided, however, that mining and excavation operations determined to be in the public interest, such as public works, roads and utilities, is permitted in all districts, subject to the requirements of subsection (c) of this section.~~

~~(2) Those mining and excavation operations existing at the time of adoption of this Land Development Code may continue subject to such operation continuing in good faith and subject to the condition of any interlocal or legal agreement with the city or other governmental agency.~~

~~(3) Other than in conjunction with an approved development order, mining activities which transport materials off site may be allowed in the REA district by conditional use permit, provided that the applicant can demonstrate that the primary intent of the excavation is directly related to the beneficial use of the property and all requirements of the REA district and this section are complied with.~~

~~(c) General standards.~~

~~(1) Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation and safety standards.~~

~~(2) Prior to the initiation of any mining or excavation activities, a reclamation plan shall be prepared and sealed by a licensed civil engineer and/or landscape architect registered under F.S. ch. 481, part II, and approved by the city.~~

- ~~a. The plan shall include provisions for revegetation and reclamation.~~
- ~~b. The plan shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and shall minimize soil erosion by the use of native vegetative buffers. Landscaped buffers shall also be established between the mining activity and adjacent existing and planned future land uses.~~
- ~~(3) The applicant shall secure all necessary permits from the FDEP and SJRWMD.~~
- ~~(4) Any mining or excavation activity that requires dewatering shall meet the following criteria:~~
 - ~~a. Submit proof of permitting from SJRWMD.~~
 - ~~b. Applicant to submit a dewatering plan to be reviewed and approved by the city engineer.~~
 - ~~c. The discharge shall occur from one (1) cell of the project site to another cell.~~
 - ~~d. Off site discharge is prohibited.~~
 - ~~e. Discharges shall be conducted in a manner that minimizes or avoids disturbances to wetland and water bodies and shall be consistent with article II of this chapter.~~
 - ~~f. The use of erosion and sedimentation containment practices is required.~~
 - ~~g. Demonstrate that any areas disturbed during the dewatering process will be restored to approximate predevelopment conditions.~~
- ~~(5) Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be stopped until a preliminary assessment can be made to determine the probability of significant archaeological or paleontological assets.~~
- ~~(6) The fire chief may require dry hydrants to be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate means of water supply for fire protection.~~
- ~~(7) There shall be no commercial excavation of minerals within the Tomoka Marsh Aquatic Preserve.~~
- ~~(8) No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.~~
- ~~(9) Removal of the confining layer of material separating the upper surficial aquifer from the Floridan Aquifer shall be prohibited in the excavation of borrow pits or any other surface excavations for the purpose of disposal or storage of waste. A buffer shall be established above any confining unit or above the aquifer if a confining unit is not present.~~

SECTION FOURTEEN. Section 4-02, Site plan approval required; thresholds, of Article I, Site Plan Review Procedures, of Chapter 4, Plan Review and Subdivision, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

Site plan review and approval by the Site Plan Review Committee (SPRC) is required for all development applications prior to the issuance of a building permit, site development engineering permit (subdivision), grade and fill permit, business tax receipt or other development-related approvals required under this Land Development Code, except for the following:

- (1) Single-family dwellings, when listed as a permitted use under the district regulations.
- (2) Duplex dwellings on existing, conforming subdivision lots of record when such use is listed as a permitted use under the district regulations.
- (3) Business tax receipt for a use permitted within a zoning district, not subject to special exception requirements, and not located on a nonconforming site.
- (4) Business tax receipt for a use designated as subject to conditional use permit approval, provided that it is similar (as defined in section 2-64) to a previously existing use which has not been abandoned for a period of greater than six (6) months, provided that the use will not substantially increase the nonconformity of a nonconforming site.
- (5) Except as otherwise required under chapter 2, article V of this Land Development Code, interior or minor building alterations and site modifications which do not increase the nonconforming status of a nonconforming site, or which do not transform a site which conforms with all current zoning requirements into a nonconforming site.
- (6) Signs that are consistent with the provisions of chapter 3, article IV of this Land Development Code, except that sign type and locations shall be included as part of the site plan review process.
- (7) ~~Land clearing permits~~ Underbrushing (brush mowing) permits under section 3-0910.
- (8) Tree removal permits under section 3-03 ~~issued by the landscape architect.~~
- (9) Accessory uses permitted by the district regulations when such uses are not affected by the requirements of any Overlay or Planned Development District.
- (10) Fences, walls, re-landscaping using similar materials, restriping or other minor site changes that do not materially alter the appearance or function of an existing site, increase the nonconforming status of a site, have an adverse impact on public safety or cause a site to become nonconforming.

SECTION FIFTEEN. Section 4-07. - Restriction on release of permits, of Article I, Site Plan Review Procedures, of Chapter 4, Plan Review and Subdivision, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

Sec. 4-07. - ~~Restriction on release of permits~~ Site engineering permit required for construction.

Whenever a site plan approval is required for a development, no development order shall be issued by the ~~chief building official~~ Site Plan Review Committee coordinating liaison and no site development activities, including excavation, clearing or other tree and vegetative removal, shall be allowed prior to final site plan approval, as indicated by the signature endorsement of the ~~SPRG~~ Site Plan Review Committee coordinating liaison. Following final approval of a site plan pursuant to procedures established in section 4-05, the applicant may file an application for construction ~~approval as authorized by this article and chapter 1, article II of this Land Development Code, administration and enforcement~~ with a site engineering permit. Site engineering permit applications shall include:

- (a) Completed engineering permit application from a licensed contractor;
- (b) Submittal of the approved Site Plan Review Committee plan set;
- (c) Cost of site work for the approved site plan.
- (d) Prior to the issuance of the site engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

SECTION SIXTEEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVENTEEN. 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 EIGHTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 21st day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Landscaping Updates

PLANNING BOARD DATE:	December 12, 2024
TENTATIVE CITY COMMISSION DATES:	January 21, 2025 (1 st Reading) and February 4, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-087
SUBJECT:	Landscaping Updates
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Cara Culliver, RLA, ASLA, Landscape Architect Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request to consider an administrative application to update the landscape standards in the Land Development Code. The following Land Development Code sections are proposed to be amended: **(1)** Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, **(2)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, **(3)** Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, **(4)** Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, **(5)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, **(6)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, **(7)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, **(8)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, **(9)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, **(10)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, **(11)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, **(12)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, **(13)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, **(14)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review

procedures, Section 4-02.-Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

SECTION 2, BACKGROUND: On June 4, 2024, the City Commission conducted a discussion item and provided direction on the percentage of native plants to include within the Land Development Code. The Landscape Article of the Land Development Code has not seen amendments or updates since the 2004 Land Development Code re-write. City staff has reviewed the Land Development Code for updates. As part of the update process, City staff conducted two meetings on September 10, 2024 and October 24, 2024, to discuss potential Land Development Code updates. A project website has been maintained at <https://www.ormondbeach.org/1058/Landscaping-Updates>. Staff sent notices of the two meetings to individuals who had previously expressed interest in landscaping standards and design professionals. The two meetings provided opportunities for discussions, suggestions and edits. The purpose of the discussion item is to provide the Planning Board an introduction to the Land Development Code amendment and gain any input prior to the process of the formal amendment.

The Planning Board conducted a discussion item regarding the landscape updates on November 14, 2024. The Planning Board minutes are included as ATTACHMENT 2. The Quality of Life Advisory Board is scheduled to review the landscape update on December 5, 2024.

SECTION 3, ANALYSIS: There are fifteen (15) sections of the Land Development Code that are proposed to be updated. ATTACHMENT 1 contains a summary of the amendment and the proposed Land Development Code text amendments. Sections that are highlighted have been updated since the November 14, 2024 Planning Board discussion item with the new text also highlighted. Below is a summary of the sections to be amended:

Item 1: Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals.

Key Change: Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission.

Item 2: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Key Changes: Updated definitions based upon proposed landscape changes. Updated since the November 14, 2024 Planning Board meeting.

Item 3: Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, Planned Residential Development Zoning District.

Key Changes:

1. Allows wetlands and upland buffers to count toward required natural preservation.
2. Increase the outdoor recreation requirements in lieu of providing indoor recreation.

Item 4: Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts.

Key Changes: Seventy-five (75%) of the trees shall be native shade trees and other miscellaneous changes.

Item 5: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. – Tree removal process.

Key Changes:

1. General section updates.
2. Historic tree removal application requirement to have an arborist report.
3. Updated violation section.
4. Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Item 6: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. – Tree protection and replacement.

Key Changes:

1. Amends specimen tree mitigation standards.
2. Removing trenching as this is not the preferred method (severs roots) when excavation occurs in close proximity to existing trees. The preferred method is tunneling.
3. City Commission directive - at least seventy-five percent (75%) of the required trees shall be native shade trees.
4. Mitigation for specimen trees proposed to be fifteen percent (15%) of the total cross-sectional area and will follow Volusia County's requirement.

Item 7: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. – Landscape and irrigation plan requirements.

Key Changes:

1. City Commission directive: At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
2. Stormwater retention areas not allowed in required landscape buffers.
3. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. **It is important to note that this list is a guide only and other plant materials may be acceptable.**
4. Added Florida Friendly Landscaping Guide to Plant Selection & Landscape Design to section after November 14, 2024 Planning Board meeting.

Item 8: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.Key Changes:

1. Updated land use buffer table based on the existing future land use categories within the Comprehensive Plan.
2. Deleted buffer area reductions to accommodate driveways.

Item 9: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved (proposed to be amended to Existing Developments Landscaping).Key Changes:

1. Applies to existing developments that are reviewed by the Site Plan Review Committee, and who apply for a **change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites.**
2. The intent of this section is to bring properties into compliance to the maximum extent practical as determined by the landscape architect.
3. There is an appeal mechanism to the landscape architects decisions.

Item 10: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.Key Changes:

1. Delete ability to install temporary irrigation for all xeric plantings.
2. Requirement for permit for tree pruning for trees that are 26" in DBH and greater.

Item 11: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.Key Changes:

1. Land clearing section to be deleted and replaced.
2. Land clearing to be incorporated into land alteration permit section.
3. This section seeks to establish standards and requirements for enforcement of tree abuse.

Item 12: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and Filling.Key Changes:

1. Delete grading and filling existing section in its entirety and replace with a new section titled land alteration permits.
2. Grading and filling section to be incorporated into land alteration permit section. Establishment of underbrushing (brush mowing) permits.
3. Clarification that vacant single-family lots can only be cleared with a building permit. Incorporation of grading and filling standards into this section.

4. Clarification that Site Plan Review Committee approved plans requires a site engineering permit.

Item 13: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Key Changes: Mining and excavation section to be deleted in its entirety. Mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

Item 14: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Key Changes: Modified land clearing permits to underbrushing. Added site engineering permit as application that implements approved site plans.

Item 15: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Key Changes: Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

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 landscape updates include amendments to multiple sections to refresh the landscape requirements of the Land Development Code. The proposed Land Development Code amendment 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.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally

sensitive lands. The Land Development Code amendment would update the landscape regulations for multiple sections of 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. The Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The Land Development Code amendment would update the landscape regulations for multiple sections of 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 Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

No development is proposed as part of the proposed amendment and 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 and 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 and 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 the following sections as shown in ATTACHMENT 1: **(1)** Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, **(2)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, **(3)** Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, **(4)** Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, **(5)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, **(6)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, **(7)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, **(8)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, **(9)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, **(10)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, **(11)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, **(12)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, **(13)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, **(14)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.-Site plan approval required; thresholds, and **(15)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

Attachments:

Attachment 1: Land Development Code section summaries and amendments

Attachment 2: Correspondence received

Attachment 3: Planning Board meeting minutes on landscape update from November 14, 2024

ATTACHMENT 1

Land Development Code section summaries and amendments

Amendment Item 1

Topic:

Landscape Architect Appeal

Land Development Code:

Chapter 1, General Administration,
Article II, Administration and
Enforcement,

Section 1-19, Appeals

Item 1 Summary - Appeal of the Landscape Architect

Land Development Code section:

Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals.

Topic:

Appeal of the Landscape Architect.

Section summary:

This Section allows appeals of decisions or interpretation of administrative officials, the Board of Adjustments and appeals, and the City Commission.

Proposed changes:

Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission. The proposed amendments provide discretion to the landscape architect to determine bringing developments in compliance with landscape regulations to the maximum extent practical. If individuals do not agree with the determination of the landscape architect, this section allows appeals to the City Commission for a final determination.

Meeting input:

At the September 10, 2024 and October 15, 2024 meetings there was discussions of an appeal mechanism. There was consideration of an administrative appeal process, but staff is recommending that appeals be provided to the City Commission.

Land Development Code Section: Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals

Topic: Appeal of the Landscape Architect

Sec. 1-19. Appeals.

- (a) *Standing to initiate appeal.* ***No change to existing text***
- (b) *Procedures for appeal.*
- (1) *Appeal of interpretations and decisions of the planning director.* Any interpretation and determination of the planning director of this Land Development Code shall be appealed to the city commission.
 - (2) *Appeal of interpretations and decisions of the chief building official.* Any interpretation and determination of the chief building official of the state building code shall be appealed to the Board of Adjustments and Appeals.
 - (3) *Appeal of interpretations and decisions of the landscape architect.* Any interpretation and determination of the landscape architect of this Land Development Code shall be appealed to the city commission.
 - (4) *Appeal of actions by planning boards.* Except as provided in subsection (c)(3) of this section, appeals to Land Development Code decisions by the planning board shall be made to the city commission.
 - ~~(4)~~ (5) *Appeal of actions by the Board of Adjustment and Appeals.* Any person aggrieved by a decision of the Board of Adjustment and Appeals relative to buildings and construction, including, but not limited to, this Land Development Code, the state building code and the Florida Fire Prevention Code shall be by petition for a writ of certiorari to the circuit court within thirty (30) days after rendition of the decision by the board.
 - ~~(5)~~ (6) *Appeal of actions by the city commission.* Except as otherwise required by law, any person or persons, jointly or severally, aggrieved by any decision of the city commission on any matter arising under this Land Development Code, may apply to the circuit court having jurisdiction in the county for judicial relief within thirty (30) days after the rendition of the decision by the city commission. The proceedings in circuit court shall be by petition for writ of certiorari, which shall be governed by the state appellate rules.
- (c) *Application, fee and transmittal of records.* ***No change to existing text***
- (d) *Stay of work.* ***No change to existing text***

Amendment Item 2

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:
Definitions

Land Development Code:

Chapter 1, General Administration,
Article III, Definitions and
Acronyms,
**Section 1-22, Definitions of terms
and words**

Item 2 Summary - Definitions

Land Development Code section:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Topic:

Definitions. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

This Section provided definitions of words and terms.

Proposed changes:

1. Drought-tolerant – added definition.
2. Exempt tree/plant materials - removing the plant listing & referencing the Florida Exotic Pest Plant Council (FLEPPC) who is the governing body of exotic pests.
3. Invasive exotic plants definition - removing the Chapter 3 reference listing & referring to Florida Invasive Species Council brochure.
4. Mulch - simplifying the definition.
5. Native plant - simplifying the definition.
6. Palm - simplifying the definition.
7. Protective Barrier - correcting the technical information and referring to city standard detail.
8. Prune – added technical information.
9. Tree Abuse – added additional standards, including percentage removed and pruning of live palm fronds.
10. Tree, Native – refers to the native plants definition.
11. Tree, Nuisance - simplifying the definition.
12. Tree, Protected – clarification of diameter and height above the ground.
13. Tree Protection Zone – new definition that provides the radius of tree protection.
14. Tree, Specimen - adding more technical information & striking through incorrect information.
15. Tree, Understory – deleting incorrect information.
16. Underbrushing – new definition for underbrushing which is allowed under certain conditions.
17. Xeric trees and plant materials – delete definition.

18. Xeriscape – delete definition.

Meeting input:

None.

Land Development Code Section: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

Topic: Definitions

Driveway, joint-use ***No change to existing text***

Drought-tolerant means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design publication, incorporated herein by reference. Other plant materials may also be considered drought tolerant, subject to the determination of the landscape architect. ~~and low water use plant or tree~~ means native plants or trees capable of surviving extended periods with little or no rainfall, as typically experienced in Central Florida.

Dry cleaning plants and systems ***No Change to existing text***

Evacuation routes ***No change to existing text***

Exempt tree/plant materials means any tree, palm or plant materials listed in the Florida Invasive Species Council brochure (floridainvasives.org) and the following trees are exempt from the tree protection requirements of this LDC:

Common Name	Botanical Name
Australian pine	Casuarina leipeconphloia
Brazilian pepper	Schinus terebinthefolius
Camphor	Cinnamomum camphore
Chinaberry	Melia azedarach
Chinese tallow	Sapium sebiferum
Citrus	Citrus species
Earleaf acacia	Acacia auriculiformis
Eucalyptus	Eucalyptus species
Punk tree	Melaleuca quinquenervia
Silk oak	Grevillea robusta
Woman's tongue	Albizia lebbek

Existing building and existing structure ***No change to existing text***

Integrated management practice (IMP) ***No change to existing text***

Invasive exotic plant means any land or aquatic plant not indigenous to the state, which exhibits, or has the potential to exhibit, uncontrolled growth and invasion or alteration of the natural qualities and functions of any native habitat. Chapter 3, article I of this Land Development Code, landscaping, contains a listing of such plants. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of such plant materials.

Irrigation ***No change to existing text***

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Motor lodge ***No change to existing text***

Mulch means nonliving organic ~~and synthetic~~ material ~~customarily~~ used in landscape design to retard erosion, weed infestation, and retain moisture on the surface of soils. Organic mulches include shredded hardwoods and pine bark. ~~shredded bark, bark chips, composted leaves and yard clippings and pure straw.~~

National Flood Insurance Program (NFIP) ***No change to existing text***

National Geodetic Vertical Datum (NGVD) ***No change to existing text***

Native plants means a plant species with a geographic distribution indigenous to all or part of the county. ~~those plants, including commonized plants, which are appropriate to the ecological setting, are not exotic invasive plants, are tolerant of the hydrological conditions of the site, and require little maintenance upon maturity.~~

Native tree. See *Tree, native.*

Natural area ***No change to existing text***

Owner ***No change to existing text***

Palm means a ~~self-supporting woody plant of tropical or subtropical species commonly marked by a simple stem and terminal crown of large leaves.~~ monocot tree which normally attains an overall height of at least twenty feet (20').

Parapet ***No change to existing text***

Protected vegetation. ***No change to existing text***

Protective barrier means a temporary barricade, at least four (4') ~~three (3)~~ feet in height, which is ~~formed with a minimum radius of six (6) feet from the base of the trees and/or vegetation to be saved up to a maximum distance that is consistent with~~ installed at the dripline of the trees or vegetation. See city tree barricade detail.

Protective services ***No change to existing text***

Prune means the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association ANSI A300 standards.

Public and private utilities ***No change to existing text***

Tree ***No change to existing text***

Tree abuse.

(1) The term "tree abuse" means any and all of the following actions:

- a. Improper pruning that reduces the height or spread of a tree that has not attained a height or spread of thirty feet (30'), by altering the dominant stems within the tree

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

crown to such a degree as to remove the natural canopy of the tree. Removal of more than 25 percent of the canopy.

- b. Improper pruning that leaves stubs (includes Crape Myrtles) or results in a flush cut, or splitting of limb ends.
 - c. Peeling or stripping of bark; or the removal of bark to the extent that, if a line is drawn at any height around the circumference of the tree, over one-third (1/3) of the length of the line falls on portions of the tree where bark no longer remains.
 - d. Using climbing spikes, nails or hooks, except for purposes of total tree removal or as specifically permitted by National Arborist Association Standards as the same may be amended from time to time and incorporated herein.
 - e. Destroying the natural habit of growth which causes irreparable damage and permanent disfigurement to a tree such that, even with regrowth, the tree will never regain the original characteristics of its tree species, or is a danger to the public or property.
 - f. Improper pruning that results in flat-cutting the top or sides of a tree, to sever the leader or leaders or to prune a tree by stubbing off mature wood, except where removal of a branch is necessary to protect public safety.
 - g. Pruning of live palm fronds which initiate above the horizontal plane as shown on a clockface of nine (9) and three (3).
- (2) Exception to the term "tree abuse." The removal of diseased or dead portions of a tree (such as palm fronds), the removal of an interfering, obstructing or weak branch shall not constitute tree abuse under this definition. Interference with, or obstruction of, overhead powerlines (franchise utilities), streetlights, stop signs or traffic signals is an example of pruning which, if accomplished by the National Arborist Association ANSI A300 Standards, is not a violation of this definition.

~~The exempt tree list is omitted from this definition.~~

Tree, canopy ***No change to existing text***

Tree, monocotyledonous (monocot), ***No change to existing text***

Tree, native, see native plants definition. ~~means a tree that was present in the county prior to European settlement in the state.~~

Tree, nuisance, means certain non-native trees often termed exotic, specifically: Brazilian pepper (*Schinus terebinthifolia terebinthifolius*), punk tree, Cajeput or paperbark ~~paper bark~~ (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), etc.; refer to the exempt tree list for a complete listing of nuisance trees. Refer to the Florida Invasive Species Council brochure for a complete listing (floridainvasives.org).

Tree, palm ***No change to existing text***

Tree preservation area ***No change to existing text***

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Tree, protected. The following trees, except otherwise exempted from this article under chapter 3, article I of this Land Development Code, landscaping, are defined as a protected tree:

- (1) Any tree/palms (3:1 ratio), other than a pine tree, having a diameter of six inches (6") or greater, measured at four and one-half feet (4.5') above average ground level.
- (2) Any pine tree having a diameter DBH of ten inches (10") or greater, measured at four and one-half feet (4.5') above average ground level.
- (3) Any tree located within a conservation easement or similarly designated area, wetland, upland buffer, lake or waterbody, or coastal upland protection zone.
- (4) Any tree preserved or planted according to a tree protection plan or wetland mitigation plan approved by the city.
- (5) Any tree planted according to a landscape plan approved by the city except for trees planted at a size less than subsections (1) or (2) of this definition on single-family lots for purpose of meeting minimum planting requirements set forth in chapter 3, article I of this Land Development Code, landscaping.

Tree Protection Zone. This is the area of soil extending from the tree trunk where roots required for future tree health and survival are located. This area is defined as a circle with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" (DBH) above ground.

Tree removal ***No change to existing text***

Tree, shade, ***No change to existing text***

Tree, specimen, means ~~protected trees that are listed as follows, except exempt trees:~~ trees which are listed below are considered specimen at the DBH sizes shown. except for exempt trees;

- (1) Minimum DBH twelve inches (12"):

Common Name	Botanical Name
Cypress	<i>Taxodium spp.</i>
Oak species	<i>Quercus spp.</i>
Magnolia	<i>Magnolia grandiflora</i>
Pecan	<i>Carya illinoensis</i>
Red bay	<i>Persea borbonia</i>
Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

- (2) Minimum DBH eighteen inches (18"):

Common Name	Botanical Name
Elm	<i>Ulmus spp.</i>
Hickory	<i>Carya spp.</i>
Maple species	<i>Acer spp.</i>

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

<u>Pine species</u>	<u><i>Pinus spp.</i></u>
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm (except sables) (except Cabbage)	<i>Phoenix canariensis</i>

(3) Minimum DBH twenty-four inches (24"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

- (3) ~~Minimum DBH twenty-four inches (24"): Any native tree, except pine trees and exempt trees, with a minimum DBH twenty-four inches (24") and not listed in subsections (1) and (2) of this definition.~~
- (4) ~~Minimum DBH thirty-six inches (36"): All pine trees not listed in this article as exempt, and sand pine trees in any zoning district.~~
- (5) Any other tree not listed above, that is twenty-four inches (24") or more diameter at breast height or has historic significance, or tree ~~Trees that~~, in the opinion of the landscape architect, are horticultural specimens or oddities.

Tree, street ***No change to existing text***

Tree trunk ***No change to existing text***

Tree, understory, means a species of tree which normally grows well under larger trees. ~~to a mature height of fifteen feet to thirty-five feet (15' to 35').~~

Trip rate or trip generation rate ***No change to existing text***

Unconfined aquifer. ***No change to existing text***

Underbrushing or brush mowing means knocking down vegetation, selectively removing thick entanglements/overgrowth and leaving the natural ground undisturbed with the roots intact.

Understory vegetation ***No change to existing text***

Wind energy systems ***No change to existing text***

Xeric trees and plants means the plant materials in this definition ~~that can be maintained with minimum irrigation. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. Refer to the guide in this definition for a listing of xeric plant material. Other plant materials may also be considered xeric, subject to the determination of the landscape architect.~~

(1) ~~Trees.~~

Native, cultivated:

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~Pines, including, but not limited to, longleaf yellow pine, slash pine or loblolly pine, but excluding those pine species listed as exempt.~~

~~Bottlebrush.~~

~~Crepe myrtle.~~

~~Elm spp.~~

~~American holly.~~

~~Bald cypress.~~

~~Chickasaw plum.~~

~~Dahoon holly.~~

~~East Palatka holly.~~

~~Jerusalem Thorn.~~

~~Ligustrum.~~

~~Loquat.~~

~~Majestic beauty.~~

~~Oaks.~~

~~Oleander (tree form).~~

~~Pignut hickory.~~

~~Red bay.~~

~~Redbud.~~

~~Southern red cedar.~~

~~Sweet gum.~~

~~Yaupon holly.~~

~~Wax myrtle.~~

~~Weeping elm.~~

~~(2) *Palms and cycads.*~~

~~(3) *Shrubs.*~~

Native, cultivated:

~~Cabbage palm.~~

~~Cardboard plant.~~

~~Coontie.~~

~~Chinese fan palm.~~

~~Needle palm.~~

~~King sago palm.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Lady palm.

Phoenix palm.

Pindo palm.

Queen palm.

Saw palmetto.

Washington palm.

Xeriscape means a type of landscaping utilizing native or drought tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Waterwise Florida Landscapes Florida's Water Management Districts and Florida Friendly Landscaping publications, incorporated herein by reference. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. South Florida Water Management District publication, Xeriscape Plan Guide II, incorporated herein by reference.

*Yard, required ***No change to existing text****

Amendment Item 3

Topic:

Planned Residential
Development

Land Development Code:

Chapter 2, District and General
Regulations,
Article II, District regulations,
**Section 2-35, PRD, Planned
Residential Development District,
subsection (h) Recreational
facilities**

Item 3 Summary – Planned Residential Development

Land Development Code section:

Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, Planned Residential Development Zoning District.

Topic:

Allow trees within wetland areas to count toward site requirements within the Planned Residential Development zoning district. Amend indoor recreation requirements.

Section summary:

This Section provides the framework and requirements for Planned Residential Developments.

Proposed changes:

1. Allows wetlands and upland buffers to count toward required natural preservation.
2. Increase the outdoor recreation requirements in lieu of providing indoor recreation.

Meeting input:

At the September 10, 2024 meeting, there were inquiries to confirm that tree preservation in wetlands and upland buffers counted towards the required natural preservation. Staff researched verified that the landscape sections allow the use of wetlands and upland buffers as part of the natural preservation requirements, but the Planned Residential Development section did not allow wetlands and upland buffers to be counted towards the required natural preservation.

Land Development Code Section: Chapter 2, District and General Regulations, Article II, District regulations, Section 2-09, REA, Rural Estate/Agricultural Zoning District

Topic: Allow trees within wetland areas to count towards site requirements. Amend indoor recreation requirements.

Sec. 2-35. PRD, Planned Residential Development District.

- (a) *In general.* ***No change to existing text***
- (b) *Permitted uses.* ***No change to existing text***
- (c) *Density.* ***No change to existing text***
- (d) *Dimensional requirements.* ***No change to existing text***
- (e) *Interior road system.* ***No change to existing text***
- (f) *Off-Street parking.* ***No change to existing text***
- (g) *Landscaping and utility lines.* ***No change to existing text***
- (h) *Recreational facilities.* Areas for passive and active recreation shall be provided. Such areas shall be designed and improved to serve their intended use and shall reflect the recreational needs of the residents of the development. Recreational areas shall meet the following minimum requirements:
 - (1) They shall be located and designed with adequate access to encourage use by the residents;
 - (2) Active indoor or outdoor recreation areas, such as swimming pools or community buildings, shall be designed to serve a maximum of three hundred (300) dwelling units;
 - (3) Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the city commission and replaced at a minimum as follows:
 - a. ~~Subdivisions of two hundred (200) dwelling units or less may provide, at a minimum, an additional thirty (30)~~ Sixty (60) square feet per unit of outdoor active recreation space in compliance with this section in lieu of the indoor recreation floor area requirement;
 - b. ~~Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits;~~
 - e. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project;
 - d. c. The planning board and city commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

additional recreation facilities is appropriate and that indoor recreational facilities can be waived;

- (4) Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units;
 - (5) Recreation sites which include indoor and outdoor activities shall comply with all general site plan design and construction standards with regard to buffer areas, landscaping, interior landscaping, parking arrangement, lighting, signing, and drainage. Up to fifty percent (50%) of the required parking may be designed as overflow spaces;
 - (6) The minimum parcel size of any single active recreational area shall be eight thousand (8,000) square feet in area and no less than eighty feet (80') in its smallest dimension. No designated active recreation area shall be closer than thirty feet (30') to a dwelling unit within the development at its closest point and shall be adequately buffered to reduce noise, glare and visual impacts on adjoining homesites. Active recreation facilities shall not be located in any required buffer area;
 - (7) Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit as follows:
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the city commission, common open space may be dedicated to the use of the general;
 - b. Common open space must be adequately landscaped and irrigated;
 - c. Natural features worthy of preservation shall be left in a natural state;
 - d. Waterbodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetland areas may not be included in this calculation;
 - (8) Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, ~~but shall not include classified wetlands and required upland buffers;~~
 - (9) One (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met. Applicants requesting a waiver of indoor recreation facilities may request approval of an alternative parking plan as part of the planned residential development application. Alternative parking plans shall be reviewed for consistency with the city's comprehensive plan, this Land Development Code, the Americans with Disabilities Act (ADA) and other applicable regulations.
- (i) *Supplemental requirements. ***No change to existing text****
- (j) *Application and review. ***No change to existing text****

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (k) Adoption/amendments/expiration. ****No change to existing text****
- (l) Exceptions. ****No change to existing text****

Amendment Item 4

Topic:

Greenbelt and Gateway
Preservation Districts

Land Development Code:

Chapter 2, District and General
Regulations,
Article VI, Overlay Districts,
**Section 2-73, Greenbelt and
Gateway Preservation Districts**

Item 4 Summary – Greenbelt and Gateway Preservation Districts

Land Development Code section:

Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts.

Topic:

Greenbelt and Gateway Preservation Districts.

Section summary:

This Section requires additional landscape plantings and preservation along key major roadways as well as requirements for monument signage.

1. These are the roadways which the Greenbelt standards apply, certain thoroughfare roadways (Granada Boulevard, Interstate 95, North U.S. Highway 1, Clyde Morris Boulevard, Williamson Boulevard, and South Tymber Creek Road), within the city that serve as corridors and gateways to the city and require the Greenbelt and Gateway Preservation requirements.
2. The tree requirement is one tree per 200 square feet of greenbelt area, which is a very high standard.
3. The developer shall be required to replant a **minimum of sixty percent (60%)** of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer.
4. City Landscape Architect recommends not changing the native percentage for replanting of shrubs/ground covers and leaving it at 60% native and the remaining 40% can be other landscape materials.
5. The Greenbelt standards exceeds Volusia County and other municipalities standards.

Proposed changes:

1. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts

Topic: Greenbelt and Gateway Preservation Districts.

Sec. 2-73. Greenbelt and Gateway Preservation Districts.

(a) *Purpose and intent.* ***No change to existing text***

(b) *Scope.* ***No change to existing text***

(c) *Design criteria.*

(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

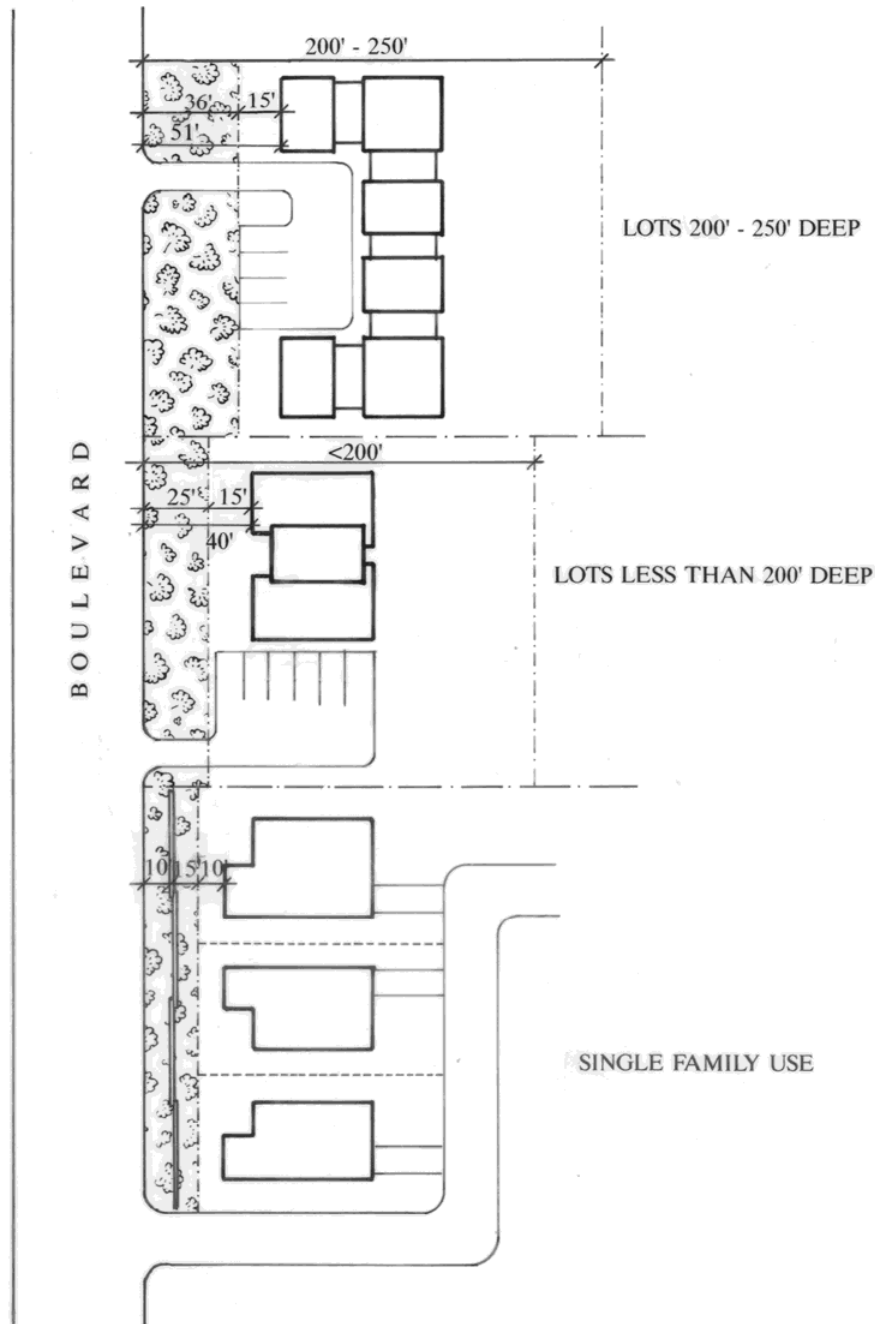
1. There shall be a ten-foot (10') wide landscaped buffer, ~~to include berming,~~ on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.
2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.
3. All principal and accessory residential structures and screen enclosures shall be set back at minimum of ten feet (10') from the landscaped buffer.
4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.

5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.
- b. The following standards shall apply to all development projects ~~other than single-family residential developments, in which access to individual homes is provided from internal streets, those projects abutting I-95 and those developments located between U.S. 1 and Dodson's Creek (see figure 1):~~
 1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
- c. The following standards shall apply to all development projects abutting I-95:
 1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
 2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
 3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.
- d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

**FIGURE 10.1
GREENBELT CORRIDOR
BUFFER AND SETBACK REQUIREMENTS**



(2) *Special landscape requirements.*

- a. The landscaped buffer area shall meet the requirements of this section or chapter 3, article I of this Land Development Code, whichever is more restrictive. Note that in section 3-05(c)(1), sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

measured from the right-of-way line and running parallel thereto as landscaped area.

- b. The landscaped buffer area shall contain no parking or structures, except signs as permitted in subsection (c)(3) of this section.
- c. All principal and accessory residential structures and screen enclosures shall be setback a minimum of fifteen feet (15') from the landscaped buffer, except for those parcels between U.S. 1 and Dodson's Creek.
- d. In all development projects, regardless of the type, development in the greenbelt areas shall be designed to minimize the need for fill material or such other treatment which would remove or harm existing trees or other plant materials within the landscaped buffer areas. Therefore, except for access drives or where berming is approved as an integral part of a landscaping plan, fill shall be prohibited in the landscaped buffer area.
- e. If existing on-site vegetation, such as understory and trees that are well-established and mature, is less than sixty percent (60%) of the proposed unpaved areas, additional predominantly native shrubs and ground cover shall be added to supplement what exists in order to provide a minimum of sixty percent (60%) vegetation. Existing weeds, dead or yellow palm fronds and branches, and any other trees and vegetation deemed undesirable due to condition of plant or species, shall be removed after a site inspection and approval by the landscape architect. Any area not required to be vegetated may be sodded, but in no case shall sodded areas exceed forty percent (40%) of the unpaved area within the greenbelt.
- f. The greenbelt buffer shall be preserved to the maximum extent possible. The property owner, or the owner's designee, may request the removal of existing understory plantings (shrubs, ground cover, etc.). The landscape architect shall review the application and determine the amount of understory coverage existing on-site. The applicant shall submit plans to the landscape architect indicating the existing understory coverage, the amount to be removed, the type, location and amount of replacement understory. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer. The landscape architect shall review the plans for location and type of material, and shall require the use of native plant material.
- g. Greenbelt landscaped buffer areas shall include a minimum of one (1) tree per two hundred (200) square feet, or fraction thereof. Existing trees located within the required buffer and having a two-inch (2") trunk, four and one-half feet (4½') above grade, may be utilized to meet this requirement. All new trees must be Florida grade No. 1 or better.
- h. If the requirement is not met by existing vegetation and if revegetation is necessary to meet this requirement, seventy-five (75%) of the trees shall be native shade trees. If conflicts occur where shade trees are not appropriate then a native understory tree shall be planted to meet the minimum requirement. ~~only native state trees such as~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~live oak, water oak, hickory, East Palatka holly, sabal palmettos (cabbage palms), Florida red maple, sweet gum, sugar berry, magnolia and laurel oak may be used.~~

- i. The landscape architect may waive whatever portion of the tree planting that may be necessary if he determines that overcrowding would prevent the trees within the buffer from reaching a mature level of growth for the species involved. Larger caliper trees may be utilized to reduce the number of trees required, as long as the same cross sectional area is met.
- j. If sabal palmettos (cabbage palms) are used to meet tree standards, three (3) shall be deemed as one (1) tree.
- k. Irrigation is required for those areas which are landscaped or revegetated; ~~except temporary irrigation may be permitted as needed, for the sections where xeric plant materials are installed.~~
- l. Areas within the greenbelt may not be used for retention; ~~, provided there is no change in elevation or removal of existing landscape materials (e.g., trees, shrubs or ground cover) and the retention area is consistent with the applicable design standards set forth in chapter 3, article II of this Land Development Code.~~
- m. Where existing vegetation is nominal or diminishing, the greenbelt buffer area shall be enhanced to provide ground cover, understory, and tree canopy sufficient to maintain the continuity of the buffer appearance throughout the corridor.
- n. The property owner shall be required to eliminate all noxious or exotic vegetation that detracts from the appearance of the existing or planted vegetation within the buffer area. In all cases, the property owner shall be responsible for the maintenance and upkeep of the landscape buffer in a clean, acceptable manner. The landscape architect, or his designee, shall be responsible for the enforcement of this requirement. The landscape architect shall utilize typical industry standards, such as National Arborist Association standards, in reviewing the maintenance of the landscape buffer.
- o. The landscape architect shall credit existing trees down to two inches (2") in caliper toward meeting minimum requirements pursuant to section 3-05(c)(4), subject to the following situations:
 1. If the greenbelt landscape buffer is designed so that there is no removal of existing vegetation and there are additional plantings that enhance the overall appearance of the buffer.
 2. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but an equivalent area of ground cover is replanted with native material that improves the overall appearance of the buffer, and the trees are underplanted with vegetation.
 3. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but sixty percent (60%) of the ground cover is replanted with native material, with the remaining forty percent (40%) being sod, and the overall design improves the appearance of the buffer, and the trees are underplanted with vegetation.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (3) *Signs*. The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District.
- (4) *Architecture*. All structures for properties within the greenbelt shall comply with the architectural standards in chapter 3, article VI of this Land Development Code.

Amendment Item 5

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Tree Removal Process

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-03. – Tree removal
process**

Item 5 Summary – Landscape Article – Tree Removal Process

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. – Tree removal process.

Topic:

Tree removal process. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

Details the permitting process.

Proposed changes:

1. General updates.
2. Historic tree removal application requirement to have an arborist report (informal requirement now).
3. Updated violation section.
4. Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Meeting input:

1. Recommend to include “imminent hazard” wording for historic trees.
Staff Response: Section 3-03(a)(3)(c) of the Land Development Code provides conditions of imminent hazard.
2. Per F.S. 163.045, recognizes a tree report can be prepared by a Florida licensed Landscape Architect.
Staff Response: Staff recognizes the Florida Statutes allows a Florida licensed Landscape Architect to authorize tree removal under certain conditions on existing single-family lots.
3. If there is a 12’x10’ expansion on a one (1) acre lot, is a full tree survey needed on the property? (or just in the limits of the work?)
Staff Response: A tree survey will be required for the expansion area. If protected & specimen tree mitigation is required it would be a condition of the permit and would need to be satisfied prior to certificate of compliance.
4. If there is a 12’x10’ expansion on a one (1) acre lot and an 18” oak tree needs to be removed, is a full tree survey needed on the property and will mitigation be required if the lot meets the minimum number of trees?
Staff Response: If an 18” oak tree is removed which is considered a specimen tree, the owner would need to survey other specimen trees that would be saved if they

wanted to receive specimen tree credit. If there are no saved specimen trees, then they would have to mitigate for the removal of the 18" oak tree per Mitigation Chart A.

5. We had a project where the mitigation was required above and beyond the minimum number of lot trees required?

Staff Response: Yes, tree mitigation is in addition to the minimum number of trees required for that lot.

6. If there is a 12'x10' expansion on a one (1) acre lot and the site has no trees; Do you they need to plant 1 tree/1,500 SF or 29 trees?

Staff Response: Yes, each homeowner is required to maintain and have their minimum number of required trees for their lot. Existing trees on the property count to the required tree minimums. The City Landscape Architect is authorized to determine maximum extent practical in unique situations.

7. Canopy/scenic roads: How closely to the R/W does this section apply. (i.e. front yard setback ?)

Staff Response: This section details the protection of specimen trees along the stated canopy roads. Majority of these trees were existing prior to the roads being built.

8. To create an Ormond Scenic Loop and Trail Overlay on North Beach Street & John Anderson Drive.

Staff Response: Staff has reached out to Volusia County as they are the governing entity to maintain this roadway. Staff explained that these roadways abut existing single family zoning. There was agreement at the October 15, 2024 meeting to add the Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. - Tree removal process.

Topic: Tree removal process.

Sec. 3-03. – Tree removal process.

(a) Permit required.

- (1) Except as noted in subsection (a)(2) of this section, any person who proposes to cut down, move, remove, or destroy any protected tree, as defined in section 1-22, including those located on single-family lots, shall first obtain a tree removal permit from the city for activities involving tree removal not otherwise allowed as part of a site plan approval. Such permits may include tree protection measures deemed necessary by the landscape architect to protect trees that are capable of preservation under certain conditions. Requests for tree removal permits for existing single-family residential properties only, shall be made to the Neighborhood Improvement Division ~~public works department~~. Permits for all other property uses shall be made to the landscape architect.
- (2) ~~All trees and palms defined in section 1-22~~ that are located on vacant undeveloped land that is designated for residential, commercial, office, institutional or industrial uses on the city's adopted future land use map (series) or official zoning map shall not be removed except as permitted through the development of the site. Maintenance of the site is allowed and encouraged.
- (3) A tree removal permit is not required for the removal of any of the following:
 - a. Tree species defined as exempt in section 1-22.
 - b. Trees not defined as protected in section 1-22.
 - c. Any tree that endangers the public health or safety and therefore requires immediate removal, provided that, except for removal affecting electrical service, prior verbal authorization is given by the landscape architect. Such oral authorization shall be forthwith confirmed in writing by the landscape architect. Current photograph documentation with photo date stamped will be required. If photo documentation is not provided than it will be treated as a violation.
 - d. Trees in state-approved plant or tree nurseries or botanical gardens which are planted and growing for the purpose of being sold or for other public purposes.
 - e. Trees planted for the purpose of harvesting and located within active and bona fide commercial silviculture areas or property purchased and maintained for silviculture, shall not be sold or cleared within five (5) years from the date of purchase or installation of trees.
 - f. Removal of trees by the city pursuant to a public park management plan reviewed and approved by the city commission, or a site plan reviewed and approved by the SPRC, and where such plan is implemented by the landscape architect.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- g. Removal of trees where required by provisions of law or state regulations not inconsistent with the provisions of this article.
- (4) Application requirements for tree removal permit. The following requirements and application process does not include all permitting requirements: (See section 3-04, for additional plan submittal and application requirements.)
- a. Any application for a tree removal permit involving no other construction activity shall include the following:
 - 1. Street address and directions to the site.
 - 2. Purpose for the tree removal.
 - 3. Most recently available boundary survey.
 - 4. General location of protected and specimen trees.
 - b. If tree removal is proposed in conjunction with construction activity which includes accessory structures, such as pools, pool houses, freestanding sheds, hot tubs and patio areas, that does not require SPRC approval, such as a single-family home or a duplex in most zoning districts, then the application shall include the following:
 - 1. Street address and directions to the site. For undeveloped sites, clearly post the lot with a number or name. The contractor shall mark all corners of the property and the house shall be staked prior to inspection.
 - 2. Description of the work to be done on the site. For example:
 - (i) Clear for slab on grade construction;
 - (ii) Clear and cut for foundation wall or stem wall ~~stemwall~~ construction; or
 - (iii) Remove tree for a stated reason.
 - 3. A sealed survey, prepared by a state-licensed land surveyor, showing the house, driveway locations, all boundary information and exact locations for all hardwood trees, and palms ~~over~~ six inches (6") and greater in diameter, and pines ~~over~~ ten inches (10") in diameter and greater as measured four and one-half feet (4½') above the ground. The professional survey shall not be less than one (1) year old from the date submitted. If applicant intends on applying for tree credits for existing trees down to four inches (4"), they must meet the survey and tree protection requirements as outlined in section 3-04(c). Applicant shall provide finished floor elevation of structures, including road elevations existing and proposed grade elevation at all corners and two (2) elevations at the midpoints of the lot. All plans shall show the limits of the fill and beginning of natural grade occurring prior to the construction activity.
 - 4. Note methods of root zone protection for trees preserved in fill areas, see Section 3-04(7) of this code and areas subject to damage during construction.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

5. ~~Mark trees on the site that are to be removed with red or orange tape.~~ Trees to be removed shall be documented on the civil demolition or tree protection/removal plans.
 6. A tree protection/removal plan ~~plot plan or survey~~ drawn to scale shall clearly indicate the location of the proposed house and driveway and other impervious structures. Proposed retention and swale areas shall also be identified as these effect tree removals. The tree protection/removal plan ~~plot plan~~ shall clearly mark trees to be removed and remain. An existing tree legend shall clearly identify and show graphically on the plan, protected, specimen and historic trees to remain and being removed. All trees shall be labeled with type and diameter. The applicant shall concurrently submit, ~~on a form provided by the city,~~ the protected and specimen tree mitigation calculations based on the standards contained in this article.
 7. Identify measures to preserve protected and specimen trees during and after construction activity in accordance with the tree protection standards of section 3-04.
- c. For development processed through the ~~SPRC~~ Site Plan Review Committee, the application and plans for tree removal shall be considered in conjunction with SPRC Site Plan Review Committee review, as follows:
1. In addition to any other requirements required under this article, and site plans submitted under chapter 4, article II of this Land Development Code, subdivisions, submitted under section 3-15, grading and filling permits applicants shall submit signed & sealed digital copy thru the online project system and submitted under this article shall include eleven (11) copies of a tree survey prepared by a registered land surveyor and/or a registered state landscape architect at the same scale as the site plan or plat showing the following:
 - (i) North arrow, scale, name of project, name of applicant, name of surveyor and date.
 - (ii) The location of all protected & specimen trees on the site by DBH size and identifying species type. ~~(trunk determined and inspected by the landscape architect).~~
 2. Tree protection plan. The applicant shall submit a tree protection plan to be prepared by a registered state landscape architect. The plan shall demonstrate compliance with section 3-04(b) and (c), general and construction standards. Methods shall be included for preserving heavily wooded sites and protected/specimen trees in or adjacent to water retention areas or where any impervious surface is located within the dripline of any protected or specimen trees.
- d. All applicants for the removal of trees related to development activity are encouraged to arrange a preapplication conference with ~~their~~ the project's

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

landscape architect and the city's landscape architect to identify the tree protection standards that must be addressed as set forth within this article.

(b) *Issuance of tree removal permits.*

- (1) The tree removal permit shall be approved concurrently with any other required application including, but not limited to, planned development, subdivision, special exception, site plan, fill and grading plan or building permit.
- (2) The landscape architect shall not issue a tree removal permit except when it is determined, after field inspection, that the tree removal is for a valid purpose which cannot be accomplished without removal of the tree. The following are the criteria used by the landscape architect and Environmental Improvement Officer in reviewing applications for removal of trees:
 - a. The tree has hazardous branching structure such as included ~~impacted~~ bark, hollow trunk, low fork in the trunk, or the tree has been topped is a hazard to traffic, public utilities, buildings or structures;
 - b. The tree is injured, diseased or insect-infested such that it is a hazard to people, structures or other trees;
 - c. The tree prevents access to a lot or parcel;
 - d. Removal of the tree is necessary in order to develop a parcel for principal and accessory structures authorized by this Land Development Code and there are no viable alternatives;
 - e. Improper tree species under or near a power line, per the landscape or permitting authority approval;
 - f. The tree is within five feet (5') of the house foundation and roots are threatening to damage the slab or other structure such as an air conditioner pad, pool, patio or septic system;
 - g. If the tree poses a threat to traffic visibility (vehicular or pedestrian);
 - h. If the tree is crowding an adjacent tree and it would be better for both trees if one (1) were removed, due to crossing branches or unsymmetrical shape;
 - i. In the judgment of the fire chief, the tree or trees within are located within thirty feet (30') of an existing residential structure and located in an area of the city susceptible to wildfires from adjacent rural or undeveloped, vegetated lands; and
 - j. Removal is necessary to accomplish and further other goals or objectives of the city's comprehensive plan or other adopted policies of the city.
- (3) Tree mitigation shall be provided for the removal of trees authorized by this section. Mitigation for removal of trees from existing developed single-family and duplex dwelling units shall comply with the requirements of section 3-04(c)(1). Existing ~~specimen or protected trees~~ over the minimum tree lot requirement on developed single-family or duplex lots that are to remain shall be counted towards meeting the mitigation

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

requirements. This provision shall apply only to those hardwood species and palms (3:1 ratio) with a caliper of six inches (6") or greater and pine species with a caliper of ten inches (10") or greater. Mitigation for all other types of development shall comply with the mitigation requirements specified in section 3-04(c)(1).

- (4) If the work described has not begun within six (6) months from the date of issuance of the permit, the permit shall expire and notice thereof shall be given to the permit holder affected. Tree removal permits issued in conjunction with building or grading permits shall expire concurrently with the expiration of those permits.
- (c) *Historic trees.* Trees designated as historic trees shall not be removed and any construction activity that may cause damage to such trees shall not be allowed without the approval of the city commission. Applications for a historic tree removal shall be filed with the ~~city~~ landscape architect and shall include the appropriate fee as established in the Code of Ordinances, Chapter 8, Section 8-10 ~~by section 1-27~~. All historic tree removals will require, Level 3 Tree Risk Assessment Arborist report to be prepared by a certified arborist with an active licensure. The arborist report shall detail the tree type with photographic documentation, DBH size, analysis of tree condition and recommendations. No historic tree shall be allowed to be removed without an approved development order or building permit in place. Public notice shall be provided of the time, date and place of the hearing at which such designation or request for removal will be considered by the city commission. These regulations shall not supersede the exemptions in subsection (a)(3)e of this section, where the landscape architect determines that the immediate removal of a historic tree is needed to eliminate a clear and imminent hazard to the public's health, safety or welfare.
- (d) *Specimen trees.* No specimen tree, other than those excepted under subsection (a)(3) of this section, shall be removed or damaged through the use of chemicals, root trimming, boring, use of nail, or the installation of impervious surfaces within the dripline, unless a permit is issued by the landscape architect based on a finding that the tree is damaged to a point where its survival is unlikely, or that it otherwise presents a danger to the public health, safety, and welfare, or is approved for removal through a tree removal permit, an approved site plan, land clearing permit, site development permit (subdivision) or grading and filling permit.
- (e) *Canopy/scenic roads.*
- (1) *Approval needed to remove specimen trees.* No specimen tree may be removed from the following designated canopy roads, except as approved by the city commission:

Street Name	From/To
Live Oak	Beach Street to Ridgewood
Riverside Drive	Granada to Fluhart
North Ridgewood	Melrose to Warwick
Greenwood	Ridgewood to MacIntosh
North Beach Street	Wilmette to Sanchez
North Beach Street	Oak Forest to Tomoka State Park boundary
Center Street	Hand Avenue to Broadmoor Circle
Tomoka Oaks Boulevard	Nova Road to the island dividing North and South St. Andrews

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (2) *Purpose and intent.* Canopy road and scenic drive protection standards are intended to preserve the natural beauty and scenic vistas of and from the roadways described in this section.
- (3) *Designation.* The following roads are hereby established as designated canopy road tree protection zones:
- a. Live Oak from Beach Street to Ridgewood.
 - b. Riverside Drive from Granada to Fluhart.
 - c. North Ridgewood Melrose to Warwick.
 - d. Greenwood Ridgewood to MacIntosh.
 - e. North Beach Street Wilmette to Sanchez.
 - f. North Beach Street Oak Forest to Tomoka State Park Boundary.
 - g. Center Street Hand Avenue to Broadmoor Circle.
 - h. Tomoka Oaks Boulevard, Nova Road to the island dividing North and South St. Andrews.
 - i. Addison Drive, that portion within the city limits.
- (4) *Protection standards.*
- a. No specimen trees shall be removed without a tree removal permit from the landscape architect and FDOT or the county for rights-of-way maintained by those entities. Except as needed to protect the public health, safety and welfare and where no practical alternative exists, tree removal permits shall not be issued. If issued, mitigation shall be required as per subsection (b)(3) of this section and as necessary to maintain the canopy nature of the road.
 - b. All construction, development and tree maintenance activity shall preserve and nurture the existing canopy of native vegetation over the scenic roadways. New development adjacent to canopy roads are required to plant one native shade tree every 50' lineal feet no closer than ten feet (10') to the right-of-way and shall be prepare and implement a program of replantings in areas where the cover is nominal or diminishing of a type and density as approved by the landscape architect.
 - c. Any widening of any canopy road shall mitigate against the loss of canopy by planting mature trees designed to maintain the canopy at least three (3) years in advance of the planned construction.
 - d. Following a coastal storm event that destroys a substantial number of trees on the canopy road, the citywide tree replacement fund shall be used for the replanting of trees to restore the canopy. city should implement a program to provide for the replanting of trees to restore the canopy. The landscape architect shall coordinate the implementation of these trees.
- (5) *Scenic drives.*

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- a. *Designation.* The following scenic drives are hereby established:
 1. U.S. 1 from Thompson's Creek to Nova Road.
 2. All of Beach Street.
 3. All of John Anderson Drive.
 4. All of Riverside Drive.
 5. Addison Drive, that portion within the city limits.
 6. Scenic Loop & Trail
- b. *Protection standards.*
 1. Lots adjacent to scenic roadways shall be developed consistent with the canopy road protection standards and in such a manner that maximizes the scenic vistas from the roadway.
 2. Wherever a public street or thoroughfare is laid out or existing in the city abutting or touching a waterway open to public use, the city, as trustee for the public, has and owns riparian rights at such place where such public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to such place, and to construct docks, public landings, piers or wharves at such places.
 3. Wherever a street laid out and existing in the city ends at a waterway in the city, the portion of such dead-end street abutting the waterway is hereby declared to be public property, and the city shall have the right to regulate the use of the waters adjacent to such place and to construct docks, public landings, piers or wharves at such places.
 4. When any plat is filed for record showing streets dedicated to public use laid out, touching or abutting any waterways used by the public, it is hereby declared that the portion of such dedicated street touching or abutting upon waterways in the city shall be public property, and the city shall own and hold same for the use of the public, and shall adopt rules and regulations governing the use of the same.
- (f) *Tree farms.* Trees located on a site in the REA, Rural Estate/Agricultural Zoning District which is currently or was formerly operated as a tree farm, shall be exempt from tree replacement requirements upon proof of such operation and issuance of a tree removal permit. Where tree replacement requirements are waived and the site is developed for nonagricultural use within ten (10) years of such waiver, the developer shall be responsible for all development-related tree replacement costs that were in effect at the time the tree removal permit was issued.
- (g) *Violations.*
 - (1) Any trees removed without a permit or tree abuse in violation of this article and Section 1-22 of this code shall be deemed to be violations of this Land Development Code and shall be processed as set forth in chapter 1, article II of this Land Development Code.

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- (2) If mitigation as specified in subsection (b)(3) of this section, has not occurred within thirty (30) days of issuance of the tree removal permit, then the permit shall be considered invalid and the city shall proceed with code enforcement action as set forth in chapter 1, article II of this Land Development Code.
- (3) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch specimen tree. It is the property owner's responsibility to prove otherwise.
- (4) For repeat offenders, the city has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city when a contractor is responsible for the unpermitted tree removal, or the tree destruction or abuse.
- (5) Any trees removed without a permit, the permit fee will be doubled.

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Amendment Item 6

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Tree Protection and
Replacement

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-04. – Tree protection
and replacement**

Item 6 Summary – Landscape Article – Tree Protection and Replacement

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. – Tree protection and replacement.

Topic:

Tree protection and replacement. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

1. Section 3-04 - If the landscape architect and/or the SPRC determines that there is no practical alternative to the removal of the specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees **equivalent to ten percent (10%)** of the cross-sectional area of the specimen tree removed.
2. Section 3-04(b)(7) - Updating and removing old standards for tree protection.
3. Section 3-04(b)(7) - Removing concrete turf block as a tree protection measure. Concrete turf block is not a tree protection measure as road base material is installed below the turf block and compacted to 95% density; this is not a tree protection measure as compaction kills trees.
4. Section 3-04(b)(7) - Removing trenching as a method when excavation occurs in close proximity to existing trees.
5. Section 3-04(c)(1)(c) - Fifty percent (50%) of the replacement trees shall be native.
6. Section 3-04(d) - Mitigation for specimen trees is currently ten percent (10%) of the total cross-sectional area.
7. Section 3-04(c)(1)(f) – Protected tree mitigation is currently \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar.
8. Section 3-04(c)(1)(f) - Specimen tree mitigation is currently ten percent (10%) of the cross-sectional area times \$27.00.

Proposed changes:

1. Section 3-04 - The specimen rule is rarely met on commercial and multi-family developments. The **mitigation of 30%** will be in-line with Volusia County. Mitigating 10% of the cross sectional area requirement is to minimal for the removal of large specimen trees/old age trees.
2. Section 3-04 - Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be

provided to compensate for the loss by replacement and planting of a tree or trees equivalent to **fifteen percent (15%)** of the cross-sectional area of the specimen tree removed.

3. Section 3-04(b)(7) - Adding the proven tree protection method, Geogrid sandwich method to promote protection of tree roots from the negative effects of fill soil and soil compaction.
4. Section 3-04(b)(7) - Removing trenching as this is not the preferred method (severs roots) when excavation occurs in close proximity to existing trees. The preferred method is tunneling.
5. Section 3-04(c)(1)(c) – City Commission directive - at least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate, then a native understory tree shall be planted.
6. Section 3-04(d) - Mitigation for specimen trees will be fifteen percent (15%) of the total cross-sectional area and will follow Volusia County's requirement.
7. Section 3-04(c)(1)(f) - Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00.
8. Section 3-04(c)(1)(f) - Specimen tree mitigation will change to fifteen percent (15%) of the cross-sectional area times \$33.00 (accepted national value per square inch).
9. Amended Pine species to be a specimen at 24" versus original proposal of 18".

Meeting input:

1. Specimen tree mitigation can't count towards wetlands?

Staff response: Specimen trees surveyed in the wetland areas can count toward specimen tree mitigation. Within the Planned Residential Development, trees within wetland areas and upland buffers cannot be counted – this is recommended to be amended.

2. If the specimen tree rule isn't met the mitigation should be only 20% for commercial/multi-family and not the proposed 30%?

Staff response: Commercial & multi-family developments should be held to a higher standard and when the specimen tree rule isn't met it should be doubled which would be 30%.

3. Pine trees should be considered specimen at 18" DBH.

Staff response: Pine trees are indigenous to our area and have value. Other municipalities consider pine trees specimen at 18" inches. Agree to add this to the specimen list.

4. Heavily wooded sites – a minimum of fifty percent (50%) of the trees designated as protected by Section 1-22 shall consist of existing trees within designated tree protection areas. (Section 3-04(a)(3))

Staff response: The Land Development Code says, If practical, a minimum of fifty percent (50%) of the trees designated as protected by Section 1-22 shall consist of existing trees within designated tree protection areas. If not practical sections (a) & (b) will apply.

- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.
- b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.

5. Provide a standard regarding impacts to root zone? (Section 3-04(b)(7))

Staff response: Adding Tree Protection Zones: The area within the drip line of trees designated for preservation is considered the tree protection zone. This is calculated with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" above ground. Only hand clearing is permissible within the tree protection zone. Encroachments into the tree protection zone will require submittal and approval of a drip line encroachment plan outlining tree protection measures to be utilized. Refer to Section 3-04(b).

6. Would air spading be acceptable in lieu of tunneling? (Section 3-04(b)(7))

Staff response: No. Air spading is a hand-held device attached to a compressor using high pressured air to remove soil and mulch to expose the roots and the root collar. This is a fast noninvasive way for arborists to excavate and gather information about the structure and health of the tree.

7. What does replaced on a “one to one basis” mean? (Section 3-04(c)(1)(a))

Staff response: Protected trees for existing single-family and duplexes only may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Also, section 3-04(c)(1)(b), states that the mitigation form will determine replacement requirements for protected trees. So, if one protected tree is removed it will need to be replaced per tree mitigation form. Section 3-04(a)(2), No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical

alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.

8. A “unique horticultural significance” seems subjective and not sure how a tree would fit this description? (Section 3-04(c)(1)(a))

Staff Response: The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. Examples: A historical tree planted and has value to the community, like the Boardman Oak. Regulations need some flexibility for professional judgement and this allows the city landscape architect flexibility to save unique or horticultural significance trees/plant materials.

9. How will the 75% native tree requirement work on beachside? (Section 3-04(c)(1)(c))

Staff Response: Information was added, “For beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.

10. Provide a plant palette for beachside. (Section 3-04(c)(1)(c))

Staff Response: The plant material listing within this code was revised to show which plantings are appropriate for beachside that have a high salt tolerance.

11. Does the 15% tree mitigation conflict with the 30% tree mitigation proposed in other sections? Section 3-04(c)(1)(d)

Staff Response: No, the 30% tree mitigation requirement only applies when the specimen rule isn’t met on the specimen tree mitigation form.

12. Should the specimen and the protected tree fee be the same at \$66.00? (Section 3-04(c)(1)(f))

Staff Response: No, the protected tree form is based on the number of trees to be mitigated and the actual installed cost. The cost to install a 2.5” caliper tree is approximate \$324.00

13. Suggest stating that replacement tree mitigation shall be required as a percentage of the cross sectional area using the nationally accepted value. (Section 3-04(c)(1)(f))

Staff Response: The percentage of the cross sectional area and nationally accepted value applies to specimen trees only.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. - Tree protection and replacement.

Topic: Tree protection and replacement.

Sec. 3-04. – Tree protection and replacement.

(a) *General standards.* Minimum specimen tree protection is as follows:

- (1) *Amount of specimen trees protected per acre.* Except where the landscape architect has determined a specimen tree as not suited for preservation, the minimum number of existing specimen trees to be protected on any development site shall be as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3.0 per acre or a portion thereof	80 percent
3.0 to 5.0 per acre	75 percent
5.0 to 8.0 per acre	65 percent
More than 8.0 per acre	4 per acre

- a. No tree removal shall be permitted if it will result in the nonconformity of the site to the minimum specimen tree protection requirement except as provided in subsection (a)(1)b of this section.
- b. If the landscape architect and/or the Site Plan Review Committee (SPRC) determines that there is no practical alternative to the removal of the specimen tree and the minimum number is not met per the specimen tree chart (a)(1), then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to thirty (30%) ~~ten percent (10%)~~ of the cross-sectional area of the specimen tree removed, see Mitigation Chart C.
- c. Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to fifteen percent (15%) of the cross-sectional area of the specimen tree removed.
- d. Specimen trees listed below are considered specimen at the DBH sizes shown. Any other tree not listed below, that is twenty-four inches (24") or more in diameter at breast height or has historic significance, or trees which, in the opinion of the landscape architect, are horticultural specimens or oddities:

(1) Minimum DBH twelve inches (12"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Cypress</u>	<u>Taxodium spp.</u>
<u>Oak species</u>	<u>Quercus spp.</u>
<u>Magnolia</u>	<u>Magnolia grandiflora</u>
<u>Pecan</u>	<u>Carya illinoensis</u>
<u>Red bay</u>	<u>Persea borbonia</u>

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Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

(2) Minimum DBH eighteen inches (18"):

<u>Common Name</u>	<u>Botanical Name</u>
Elm	<i>Ulmus</i> spp.
Hickory	<i>Carya</i> spp.
Maple species	<i>Acer</i> spp.
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm	<i>Phoenix canariensis</i> spp.

(2a) Minimum DBH twenty-four inches (24"):

<u>Common Name</u>	<u>Botanical Name</u>
Pine species	<i>Pinus</i> spp.

(2) *Minimum tree ratios.*

- a. All single-family or duplex lots, except those in the REA, Rural Estate/Agricultural Zoning District, shall have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. All single-family lots in the REA, Rural Estate/Agricultural Zoning District shall have one existing or planted tree for each two thousand five-hundred (2,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- b. In all other zoning districts, except for single-family and duplex lots, there shall be one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of the site or fraction thereof, or one (1) tree shall be provided for every four hundred (400) square feet of landscaped area. The ratio requirement that amounts to the greatest number of trees shall apply. Additional trees or payment into the citywide tree replacement fund in lieu of additional trees may be required to meet the protected or specimen tree replacement criteria ~~mitigation criteria~~ if Sec. 3-04(c)(1)(j) can't be met.
- c. No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.
- d. If the minimum tree ratio requirement is not maintained, then replanting tree(s) will be required to meet the minimum ratio requirements.

(3) *Heavily wooded sites.* The following shall apply to all development except single-family homes and duplexes:

- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.
 - c. ~~If practical, a minimum of fifty percent (50%) of the trees designated as protected by section 1-22, shall consist of existing trees within designated tree protection areas.~~
- (b) *Design standards for promoting tree protection.* In the design and development of any site, including single-family houses or duplexes, subdivisions, planned developments and all other uses subject to SPRC approval, all trees, except those classified by the landscape architect or arborist report as non-preservable ~~nonpreservable~~ due to the condition of the tree, shall be preserved to the maximum extent possible, as follows:
- (1) *Building footprint.* Every attempt shall be made to avoid placing a building in a location which requires the removal of a specimen tree.
 - (2) *Stormwater management/drainage facilities.* Every attempt shall be made to avoid placing retention ponds or other stormwater management/drainage facilities in locations which will cause the removal of specimen trees. Where it is necessary to place such a facility in close proximity to a specimen tree, the landscape architect shall require improvements including retaining walls, to ensure that the tree is not endangered.
 - (3) *Site design.* Site design considerations, including the relocation of roads and utility lines and the reconfiguration of lot lines shall be utilized to maximize the preservation of protected and specimen trees.
 - (4) *Parking and driveways.* No specimen tree in a parking or driving area shall be removed unless it is physically impossible to provide alternative locations for these facilities. Measures included in this section shall be utilized to save the greatest number of trees possible in parking areas. Use of tree wells, root pruning, root barriers, ~~concrete pavers, turf block~~, root drainage systems, subsurface soil stabilization systems, special fill procedures such as a Geogrid Sandwich ~~(excluding the use of limerock)~~ and restrictions may be required, as appropriate, and subject to the approval of the landscape architect.
 - (5) Driveways and sidewalks. When protected or specimen trees are less than ten feet (10') to driveways and sidewalks a root barrier will be required and shall be extended down a minimum of 36" inches and shall run horizontally twenty feet (20') along impervious edge when applicable.
 - ~~(5)~~ (6) *Demucking.* Where demucking is required for a parking area or driveway and such activity will cause the removal or destruction of a protected or specimen tree, certification must be presented by a licensed civil engineer ~~or landscape architect~~ certifying that the paved area cannot be constructed in a sound manner without the removal of the muck and the destruction of the existing trees. The certification shall include soil boring information supporting the findings. Where demucking is necessary, every attempt shall be made to demuck around the perimeter of specimen trees and soil stabilization, drainage, fill and other methods shall be employed to preserve trees in this category.

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~~(6)~~ (7) *Masonry walls.* If wall construction is within ten feet (10') of an existing specimen tree, the wall or walls need to be constructed with a lintel system. Precast wall systems are encouraged due to a non-continuous ~~noneontinuous~~ footing and lesser impacts on tree root systems.

~~(7)~~ (8) *Tree protection methods.* Methods of preservation include, as appropriate, the use of tree wells, lintel systems, alternative paving surfaces, Geogrid Sandwich ~~such as paver blocks, turf blocks~~ or other methods as outlined in design standards for promoting tree protection, ~~in the tree protection manual (see subsection (b)(8) of this section, tree protection during construction)~~. Such methods shall be clearly shown on the site plan for each protected and specimen tree(s), as follows:

a. Tree Barricade. All existing trees that are to remain shall have barriers constructed around the tree at the tree dripline or around the combined dripline of any clumps of trees. Barriers are to be inspected by the landscape architect or engineering inspector prior to the start of any construction.

b. 1. ~~The minimum size of such wood barrier fencing shall be two inches by four inches (2" × 4") and the top of the barrier shall be a minimum of four feet (4') high. Another acceptable means of barricading trees~~ Tree barricade shall be constructed with the is the use of orange plastic construction fence, four feet (4') high, and supported every eight feet (8') by a No. 5 rebar, driven into the ground per city detail. Fencing shall be securely attached to rebar by the use of nylon zip ties or twisted wire. Barricades must be taut and perpendicular to ground. No construction activity, cuts, fill, debris disposal or vehicular traffic is to take place within this area. Additionally, the storage or placement of material, machinery or other construction equipment or substances is prohibited within the dripline area.

~~c.~~ 2. Any waiver or request to construct barriers within the dripline shall be reviewed by the landscape architect. Where driplines of existing trees overlap, the orange mesh fencing ~~or the wood barriers~~ shall be erected around the outer perimeter of the combined driplines.

d. b. Geogrid Sandwich. ~~If turf block is specified to reduce the impact of impervious surface around the dripline of existing trees, it shall be constructed as follows: Prior to excavation, limits of excavation to be root pruned to a depth of thirteen inches (13"); after removal of existing soil to that depth, add eight inches (8") of one-quarter inch (1/4") crushed stone (not limerock), then one and one-half inches (1 1/2") of sand to level the three and one-eighth inch (3 1/8") thick turf block. All compaction shall be done by hand, exempting the normal city requirements of ninety-five percent (95%) to ninety-eight percent (98%) density. Compaction shall be done in layers after each sub-base is installed and again after the turf block is laid. The cells of the turf block shall then be filled with top soil and seeded.~~ Geogrid sandwich is used to protect the tree roots from the negative effects of fill soil and soil compaction is to use a geogrid mat and clean gravel. Within the root protection zone the geogrid stabilizing mat, which is placed directly over the natural grade, should be covered with a six-inch layer (6") of #57 aggregate stone. The stones are large enough so they will not sift through the geogrid mesh. And the clean stones allow for air movement throughout the large spaces between the stones into the soil. A geotextile mat should then be placed over the

aggregate stone layer to prevent soil or other material placed on top of the mat from sifting into the layer of aggregate stone and plugging air movement. This geotextile-stone-geogrid sandwich will provide protection from compaction for the tree roots as well as permit adequate air infiltration into the soil to benefit the roots.

- e. ~~c.~~ Tunneling or trenching. When excavation occurs in close proximity to trees and their root systems, ~~tunneling or trenching may~~ will be required ~~per the guidelines (c1-2).~~ if approved by the landscape architect. ~~In the case of single-family or duplex building permits, such methods may be approved by the permitting authority.~~ Tunneling near protected or specimen trees shall comply with the following distance standards:

Tree Diameter (DBH)	Minimum Distance of Tunneling from Tree
6 to 8.99 inches	5 feet
9 to 13.99 inches	10 feet
14 to 18.99 inches	12 feet
19 inches and over	15 feet

1. No trenching allowed within the dripline of protected or specimen trees. Other solutions may be approved by the landscape architect.
 2. Tunneling depth shall be 24" inches for trees less than 12" diameter and 36" inches for trees greater than 12" diameter.
- d. Utility line trenches. Utility line trenches shall be routed away from trees to an area outside of the drip line. If underground utilities must be routed through a tree protection barrier zone, tunneling will be required.
- e. Swales and minor negative grade changes. Swales and minor negative grade changes shall be designed outside the drip line of the area of trees to be preserved. If ditches, swales, or other significant grade changes are required near a tree that is designated to be preserved, piping shall be used and installed by the means of directional boring. No open cut trenches to install pipe within the drip line of trees.
- (8) (9) *Tree protection during construction.*
- a. During any construction or land development activity, appropriate protective measures shall be taken to prevent the destruction or damage of all trees to be retained on the site, pursuant to this article. No placement of material, machinery, temporary soil deposits or additional fill shall be placed any closer to any tree than the dripline. No attachments or wires, except protective guy wires, shall be attached to any tree. No change of grade may be made within the dripline of a tree, any encroachments into the tree protection zone shall detail tree protection measures to be utilized and shall be shown on approved civil plans. ~~unless written permission is granted by the landscape architect.~~ Tree protection barricades shall be erected in tree preservation areas and are required to be inspected by landscape architect or site engineering inspector prior to clearing. The applicant shall mark harmlessly, without painting or nailing, for identification purposes, those trees to be retained.
 - b. When ground is to be excavated under the dripline of any existing protected tree, roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- dieback. The depth of the pruning shall be equal to the depth of the excavation. Any required root pruning required shall be supervised by independent licensed certified arborist hired by the owner. The location of root pruning shall be marked with barricade fencing. If required as a condition of permit approval, this This root pruning procedure must be done under the supervision of a licensed certified arborist and documented with arborist report and pictures. ~~marked, and inspected prior to issuance of a tree removal permit or grading and filling permit.~~
- c. ~~A note stating: "No construction activity, excavation or fill may take place within staked areas" shall appear on all landscape plans where existing trees are being impacted. The landscape architect shall supervise all root pruning activities. The demolition plan or tree protection plan shall clearly identify tree preservation areas. Tree barricade detail LS-4 shall be shown on these plans.~~
 - d. The landowner, developer and/or general contractor shall be held responsible for any damage to trees that are protected under the provisions of this article.
 - e. A stop work order shall be issued by the landscape architect when trees or vegetation are cut down, destroyed, damaged or removed in violation of this article.
 - f. The developer of a subdivision shall provide legal mechanisms that ensure the protection of identified protected and specimen trees to remain after construction has occurred within the development. Such mechanisms may include, but not be limited to, conservation easements, common open space, tree protection easements or deed restrictions. Any trees damaged or killed unintentionally as a result of development activity shall be replaced, subject to the approval of the landscape architect as a condition for the final release of the subdivider's maintenance bond.
- (9) (10) *Field review.* Following submittal of site, landscaping, and engineering plans and prior to the approval of the tree protection plan, the applicant will stake the perimeter of the site and greenbelt areas and the site will be field inspected by the landscape architect or site engineering inspector in the company of the applicant.
- (c) *Tree replacement requirements.*
- (1) *Intent.* It is the intent of this section to ensure that:
- a. Protected trees within existing single-family and duplex only (other than specimen trees) may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Replacement trees for non-specimens ~~non-specimens~~ shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at time of planting and shall meet the material specifications stated in section 3-05(d), plant materials. Replacement trees having a caliper greater than two and one-half inches (2½") will be awarded additional credit for the excess over two and one-half inches (2½") of replacement see Mitigation Chart B. The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. The mitigation of specimen trees for existing single-family and duplex is outlined in this subsection (c)(1).

- b. Protected, specimen and historic trees shall be replaced and the mitigation form will determine the replacement requirements. However, existing surveyed protected trees and palms four-inch (4") caliper or greater for new construction single-family or duplex homes only and six-inch (6") caliper and greater for all other future zoning districts will be credited toward meeting the mitigation requirements if they exceed the minimum tree requirements.
- c. Replacement for protected trees shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at the time of planting and shall meet material specifications stated in section 3-05(d). ~~Fifty percent (50%) of the replacement trees shall be native.~~ At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- d. Any specimen tree removed, other than those determined by the landscape architect as not suited for preservation, shall be replaced and the replacement will be determined by the mitigation form. Specimen trees shall be replaced having a minimum caliper of four and one-half inches (4½") in diameter measured twelve inches (12") above the soil line when planted, provided the total cross-sectional area of replacement trees is not less than fifteen (15%) percent ~~ten percent (10%)~~ of the total area of specimen trees in sound condition that are being removed. Existing saved specimen trees will be credited toward meeting these requirements. The maximum number of specimen trees to be removed shall be limited as stated in section ~~3-04(a)3-03(d)~~, and replacement trees shall meet the materials specifications stated in section ~~3-05(d)~~. 3-04(c).
- e. Mitigation for specimen trees normally requires multiples of four and one-half-inch (4½") caliper trees as the minimum size to serve as replacements. If the applicant wishes to plant trees larger than four and one-half-inch (4½") caliper, but not less than two and one-half-inch (2½") caliper, as long as the total cross-sectional area remains the same, and the number of trees required remains constant. (This does not apply in parking lot islands, where the required minimum size is three and one-half-inch (3½") caliper.)
- f. Protected and specimen tree mitigation forms are located on the City website.
- ~~f. g.~~ On-site tree replacement requirements may be reduced by the landscape architect if, in his opinion, adequate tree cover can be provided with less than the required number of replacement trees or if on-site conditions make conformance impractical. This determination shall be subject to the review and approval of the SPRC and must be based on a complete tree survey and tree preservation plan. ~~Where tree replacement requirements are reduced or waived, the applicant shall install the balance of the required replacement trees on sites (public properties, including rights-of-way) in the city to be selected by the landscape architect. Where, in the opinion of the landscape architect, there are no suitable sites for such plantings, the applicant shall pay an amount equal to ten percent (10%) of the cross sectional area of the tree removed, multiplied by the current nationally accepted value per square inch of tree diameter at breast height \$33.00 for example of calculation, not a set standard price), the cost of~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- providing such trees, as determined by the landscape architect, into a city tree replacement fund. The applicant shall pay the following tree mitigation as follows:
1. *Protected trees:* ~~four and ninety three hundredths (4.93) square inches equal the cross-sectional area of a two and one half inch (2½") caliper tree; (example: four and ninety three hundredths (4.93) times \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar)).~~ Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00. For example, if the protected tree mitigation form has five (5) trees to be mitigated the total cost is \$1,620 dollars.
 2. *Specimen trees:* ~~fifteen percent (15%) ten percent (10%) of cross sectional area times \$27.00 \$33.00; Cross sectional area is determined by squaring the radius and then multiplying by 3.14 (example for a twenty-inch (20") oak tree: ten inches (10") times ten inches (10") times 3.14 equals 314" cross sectional inches times fifteen percent (15%) equals forty-seven point one (47.1) times \$33.00 equals \$1,554 (rounded to the nearest dollar). twenty inches (20") times 3.1416 equals 62.83; sixty-two point eighty-three times (62.83) times (0.08) equals 315.8 square inches of cross sectional area; three hundred fifteen and eight tenths (315.8) times fifteen percent (15%) ten percent (10%) equals thirty one and fifty-eight hundredths (31.58); thirty one and fifty-eight hundredths (31.58) times \$27.00 equals \$853.00 (rounded to the nearest dollar).~~
- ~~g.~~ h. Tree replacement requirements may be waived for silviculture areas where the trees were planted for the purpose of harvesting and the business is active and bona fide.
- ~~h.~~ i. An exception to the tree replacement requirements can be made for former pine tree farms or sites in which a monoculture of pine trees exists. A site shall qualify as a monoculture if at least ninety percent (90%) of the existing trees are pine trees with a density greater than one hundred (100) trees per acre. Such areas will not require replacement of the pines that must be removed for purposes of road rights-of-way, utility easements, septic systems, building structures, parking or retention areas or if the site is to be used for agricultural purposes. All other purposes of removal will be subject to replacement as outlined in this section. Specimen trees in these areas are not exempt from replacement requirements.
- ~~i.~~ j. Where there is inadequate room on the site to meet tree mitigation, replacement and/or minimum tree requirements, contributions are to be made to a citywide tree replacement fund.
- ~~j.~~ k. Any protected or specimen trees which are diseased will not be required mitigation as determined by the landscape architect. If trees are to be removed without consent of the landscape architect or a permit, mitigation will be required.
- ~~k.~~ l. Prior to issuance of a certificate of occupancy, the site shall meet the required trees and mitigation requirements, as set forth within this article.
- m. Specimen trees on existing single-family and duplex lots removed without a tree removal permit shall not receive specimen tree credit for existing specimen trees saved per the specimen tree mitigation form.

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(2) *Exceptions.*

a. *Waiver.*

1. When a site contains a cumulative number of protected and specimen trees that is fifty (50) or more per acre, then the applicant may request that the tree replacement requirement for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the landscape architect and provided that all of the following conditions are met:

(i) The total amount of impervious surface on the site does not exceed seventy percent (70%).

(ii) The amount of landscaping and open space area is increased above the minimum requirements for that site and development by ten percent (10%) of the total gross area used to calculate the minimum requirement.

(iii) The number of driveways shall be the minimum required by this Land Development Code, by the county, and/or by the state department of transportation.

(iv) The waiver for streets and sidewalks shall apply only to the width of the paved area.

(v) The waiver for parking areas shall be consistent with the following criteria:

A. All protected trees located within the required parking areas shall be exempt from replacement calculations.

B. The percentage of protected trees located in parking areas that is equal to the excess percentage of proposed parking spaces provided above the minimum standards shall be subject to the tree replacement requirements.

C. All specimen trees located within the parking area shall be subject to tree replacement but in no event shall the amount exceed three (3) four and one-half-inch (4½") caliper trees per specimen tree.

(vi) The SPRC determines that the development plan has made every effort to locate improvements to avoid the removal of existing tree cover and to ensure the maximum protection of trees.

~~2. When a site contains a cumulative number of protected and specimen trees that is less than fifty (50) trees per acre, then the applicant may request that fifty percent (50%) of the tree replacement requirements for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the recommendation of the landscape architect and provided that all of the conditions listed in subsection (c)(2)a1 of this section are met.~~

b. *Appeal.* After receiving the decision of the SPRC, the applicant may request an appeal in accordance with section 1-19.

Amendment Item 7

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Landscape and Irrigation Plan
Requirements

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-05. – Landscape and
irrigation plan requirements**

Item 7 Summary – Landscape Article – Landscape and Irrigation Plan Requirements

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. – Landscape and irrigation plan requirements.

Topic:

Landscape Article – Landscape and irrigation plan requirements. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

1. No native requirement (0%) for shrubs and ground covers.
2. Note: Greenbelt Overlay District requires 60%.

Discussion on Native Shrub & Ground Covers Percentage

- ☐ The majority of the Landscape ordinances are written around the concept of conservation of water.
- ☐ Municipalities in Volusia County are required to follow the Volusia County's Waterwise Ordinance.
- ☐ The purpose of the Volusia County Waterwise Ordinance adopted in 2004, is to establish water wise landscape irrigation standards and encourage the use of Florida Friendly landscaping practices, which promotes the use of native and xeric plant materials.

Important to recognize:

-  A huge number of ornamental plants are xeric and are not native but their purpose is to conserve water.
-  A majority of the landscape codes within Florida and nationally are written around these concepts.
-  It is important to note that there needs to be a balance between the use of native and xeric plants because these concepts go together.

Natives versus Non-natives

- ✓ “A common misconception is that Florida-Friendly Landscaping principles dictate the use of plant species only native to Florida.” Directly quoted from FFL Guide to Plant Selection and Landscape Design, page 23.
- ✓ Fact, the FFL Program encourages a mix of natives and non-natives, depending on what plants are right for that particular location. “Right Plant, Right Place” governs the selection of plants.

Native Shrub & Ground Cover Percentage Discussion - Why would we exclude non-native xeric plants and limit them to a lesser percentage than 50%?

- The landscape ordinances are written around the concept of conservation of water so why limit xeric plants?
- To achieve this balance, 50% percent of all required plant materials shall be native and 50% of the required plant materials shall be xeric.
- As part of great design there needs to be a diversity of plants which includes natives and non-natives.
- “Right Plant, Right Place” governs plant selection. Limiting plant palette will become an issue.
- Plant availability governs plant palette.
- The urban native plant palette for shrubs and ground covers is limited.
- Increasing native percent to a high standard could create a monoculture and inhibits creative landscape design.

Proposed changes:

1. Section 3-05(c)(2a) – City Commission directive - At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District. Consistent with Volusia County’s Land Development Code.
2. Stormwater retention areas not allowed in required landscape buffers.
3. 75% native shade trees required.
4. Street trees required to be 10 feet back from sidewalks.
5. Prohibited plant materials - Florida Invasive Species Council brochure (floridainvasives.org).
6. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. **It is important to note that this list is a guide only and other plant materials may be acceptable.**
7. Added Florida Friendly Landscaping Guide to Plant Selection & Landscape Design to section after November 14, 2024 Planning Board meeting.

Meeting Input:

1. Is the minimum 20% including the 15% tree preservation area? (Section 3-05(c)(1)
Staff Response: Yes, when 15% tree preservation is required it can count toward the 20% of the total gross landscape area of the site, however keep in mind this percentage will be higher due to having to meet all the interior & buffer landscape depth requirements.
2. The native requirement for shrubs and ground covers should be 25%, 60% and 75%. (Section 3-05(c)(2a)

Staff Response: Per the city commission directive & vote, at least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.

3. One of the major reasons to plant native species is for water conservation and unfortunately the palette of native shrubs doesn't have a very wide selection. Shrubs such as Sweet Viburnum, Burford Holly, Juniper, Indian Hawthorne and Glossy Privet area excluded from the native plant list? Recommendations would be 100% for native shade trees, 75% native understory trees, 100% xeric shrubs with 25% minimum being native species & 100% xeric ground covers with 25% minimum being native species. (Section 3-05(c)(2a))

☐ Staff Response: This requirement is consistent with Volusia Counties ordinance and these percentages can be evaluated in the future.

4. When natural preservation areas are used for tree mitigation incorporate the size requirements allowed for non-protected trees from 2"-5.99" DBH and non-protected Pine trees from 2"-9.99" DBH. (Section 3-05(c)(4))

Staff Response: Section 3-05(c)(4), Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain undisturbed. Trees which are located in such areas, that are not listed as exempt, and have a caliper of two-inch (2") DBH or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.

5. Outline specifics for statistical tree surveys. When they can be used, size of sample area & number of sample areas. (Section 3-05(c)(4))

Staff Response: Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the City Landscape Architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per Section 3-03(3).

6. Recommend leaving the landscape island size width as it currently states in the code. Section 3-05(c)(6)

Staff Response: The landscape islands need to be wider than 8' feet. When you read the wording it states the island size shall be 9' feet as measured from the exterior side of the curb, meaning the curb is included in this calculation hence the landscape island is only 8' feet wide. Planting a shade tree within this size is too restrictive & the minimum landscape guideline states between 200-400 square feet. Proposed change: The size of the island shall be a minimum width of ten feet

(10') as measured from the interior side of the curb, and a minimum area of two hundred (200) square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) square feet of area, if understory trees or palms are used upon approval of the city landscape architect.

7. If native shrubs are required, it's difficult to get Yaupon Holly at 18" minimum height. (Section 3-05(d)(4))

Staff Response: Due to the size availability this requirement has always been flexible.

8. A variety of trees is nice, however, if I read this correctly, on all sites greater than 1.5 acres, a total of 10 different tree species are required. Seems like 10 different tree species should apply to larger sites; consider revising the scale. (Section 3-05(d)(7))

Staff Response: Scale Revised: A variety of tree species shall be provided, when the number of trees required is 1-10 then 2 species are required, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species & 41+, 9 species area required.

9. Street trees be placed 11' feet from back of sidewalk to avoid utility conflicts. (Section 3-05)

Staff Response: acceptable – changes made.

10. Per Zev Cohen recommend keeping Medjool palms on the recommended tree list. (Section 3-05)

Staff Response: Yes, Medjool palms are currently on the recommended list & will continue to be supported.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. - Landscape and irrigation plan requirements.

Topic: Landscape and irrigation plan requirements.

Sec. 3-05. – Landscape and irrigation plan requirements.

- (a) *Purpose and intent.* Landscaping shall be provided and properly maintained for all property upon which a development is authorized by the city in a site plan, subdivision plat, or planned development. Landscaping shall be conceived in a total pattern throughout the site, integrating the various elements of site design, preserving and enhancing the particular identity of the site, establishing buffers to adjacent properties, and creating a pleasing site character. The following standards apply to new development and redevelopment of existing sites. In situations where the placement or type of plant required by this article does not conform to buffer or landscape requirements, ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plants and landscape material.
- (b) *Plan submittal.* The following standards shall apply to all new development subject to the site plan submittal requirements of chapter 4, article I of this Land Development Code including common areas within subdivisions:
- (1) A landscape plan prepared by a person registered as a landscape architect under F.S. ch. 481, pt. II (F.S. § 481.301 et seq.), shall be submitted in conjunction with any development requiring site plan approval. The plan shall include all items related to trees and tree protection, as well as the grade, type, size (height, spread, container, gallonage, field grown), and keyed out quantities and location of plant materials. Planting details (City) and specifications shall be included. All landscape plan sheets shall be signed and sealed.
 - (2) An irrigation plan prepared by a person qualified under subsection (b)(1) of this section, or licensed with the county and must show proof of an irrigation competency card, showing water source, backflow prevention, location of lines, and location and type of sprinkler heads shall be submitted with all landscape plans. ~~except those relying totally on xerie plantings, in which case a detailed statement on maintenance shall be submitted.~~ All irrigation plans and detail sheets shall be signed by a person qualified to prepare such plans and shall meet the standards of this article. Any wells that are proposed shall be consistent with article V of this chapter.
- (c) *Landscape design standards.*
- (1) A minimum of twenty percent (20%) of the total gross area of the site shall be utilized for landscaping areas in all districts except sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaping area. Landscape buffer areas and interior landscape areas may be used to calculate this requirement. The landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees, with priority given to specimen trees.
 - (2) At least fifty percent (50%) of the landscaped area shall be drought tolerant ~~of xerie plantings~~ (as defined by The Florida Friendly Landscaping Guide to Plant Selection &

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Landscape Design, in section 1-22, ~~xeric trees and plants~~), requiring a minimum of irrigation (as defined in section 1-22). Drought tolerant ~~Xeric~~ plants are to be grouped within the same irrigation zones, such that there are no high-water requirement plantings in the area.

- (3) At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
- (4) At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- (3) (5) Stormwater retention areas and grading are not allowed within required landscape buffers or any preservation areas. ~~more than two feet (2') in depth from finished grade shall not be credited toward meeting the minimum landscaping requirement unless they are heavily wooded, shown to remain at natural grade and are vegetated with plant types that have a high potential for survival.~~
- (4) (6) Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain predominantly undisturbed, or is replanted. Trees which are located in such areas, that are not listed as exempt, and have a caliper of two-inch (2"-5.99") DBH for non-protected trees & pine trees from (2"-9.99") DBH, or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.
- (7) Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the landscape architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per section 3-03(4)(b)(3).
- (5) (8) No less than fifty percent (50%) of the required landscaped area shall be interior landscaping (e.g., exclusive of required buffer areas). Interior landscaping shall be located around the periphery of structures and interspersed throughout parking or intensive vehicular use areas, as follows:
 - a. The amount of interior landscaping of the parking or vehicular use area shall amount to no less than ten percent (10%) of the total area used for the related purpose, plus accessways.
 - b. If the application of this requirement will substantially limit the function of a paved vehicular use area such as a loading bay or service area, new or used car lot, and service station bays, then up to one-half (½) of the ten percent (10%) may be located near the

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perimeter of the paved area adjacent to buildings or streets. Such relocated landscape area shall be in addition to the standard buffer and landscape requirements.

(6) (9) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

- a. Each island shall contain a minimum of one (1) tree which is at least three and one-half-inch (3½") caliper and of a hardwood variety. For the purpose of accent or landscape design, other trees may be used if approved by the landscape architect. See subsection (c)(14) ~~(c)(11)~~ of this section which would also apply.
- b. Islands shall be located to divide the groups of parking spaces in order to relieve large paved areas and ensure orderly traffic circulation.
- c. Curbing shall be required around the perimeter of the island unless waived by the Site Plan Review Committee (SPRC), based on the ~~overall landscape and~~ stormwater management plan.
- d. The size of the island shall be a minimum width of ten feet (10') ~~nine feet (9')~~, as measured from the ~~exterior~~ interior side of the curb, and a minimum area of ~~one two hundred (200) sixty (160)~~ square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) ~~(100)~~ square feet of area. ~~if understory trees or palms are used are East Palatka holly, bald cypress Glossy Privet or palms, upon approval of the city landscape architect.~~
- e. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.
- f. A minimum of seventy-five ~~fifty~~ percent (75%) of native shade trees shall be used in parking lot areas to reduce the heat island effect. If conflicts occur with overhead utilities or light poles a native understory tree shall be used to meet the percentage requirement.
- g. A waiver of the required ten (10) parking spaces without an island can be authorized by the ~~city~~ landscape architect if, in ~~his~~ their opinion, an existing tree can be saved is preservable and in a planned row of parking. In no case shall there be more than fifteen (15) parking spaces without an island.

(7) (10) A minimum five-foot (5') wide landscaped area, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area or driveway serving a parking lot. Where a sidewalk is provided adjacent to the building, a minimum five-foot (5') wide landscaped area shall be provided between the building and the sidewalk. This requirement can be modified for certain portions of a building that cannot be seen by the public from adjacent rights-of-way, and from adjacent property, however, the plants normally required for this area shall be relocated to other areas with the site. ~~on the site to an area or areas that plantings are not required, (e.g., parking lot buffers and islands, wall plantings, etc.).~~ The landscape architect may approve alternative designs utilizing decorative planters that abut parking areas. The planters shall have a minimum diameter of two feet (2') and spaced at six-foot (6') intervals or a spacing that complements the building elevations; however, no spacing shall exceed ten-foot (10') intervals.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (8) ~~(11)~~ All development shall meet the general and design standards for promoting tree protection of section 3-04.
- (9) ~~(12)~~ All single-family or duplex lots shall either have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- ~~(10)~~ ~~(13)~~ Where impervious surface is constructed over seventy-five percent (75%) or more of the distance around the ground area within fifteen feet (15') of the base of a tree, a Geogrid Sandwich shall be installed per section 3-04(b)(8)(b) and root barrier shall be extended down thirty-six inches (36"). ~~to the full depth of the limerock base.~~
- ~~(11)~~ ~~(14)~~ Landscaped areas shall have a minimum variety of two (2) living plant materials other than trees. The total of all landscaped areas shall include a minimum variety of three (3) living plant materials ~~other than~~ including trees.
- ~~(15)~~ To encourage pollinators at least 25 percent of the landscape area shall use flowering plants located around signage, flanking driveways, at property and building corners, under trees, or elsewhere to present a balanced and colorful accent to the remaining landscaped area.
- ~~(16)~~ Continuous landscape areas shall be located adjacent to all building perimeters at a minimum depth of five feet. The depth of the building perimeter landscape areas shall be measured clear of any building roof overhangs. For parking garages and decks, the minimum landscape depth shall be ten feet.
- ~~(17)~~ Trees shall be placed in the building perimeter 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. If palms are used they are planted at a ratio of three palms equals one required tree.
- ~~(12)~~ ~~(18)~~ All existing street right-of-way areas and existing landscaping disturbed by construction shall be resodded or otherwise restored as approved by the landscape architect. In subdivisions or other development involving the creation of new streets, right-of-way areas shall, at a minimum, be sodded along the edge of curb or pavement with the remaining right-of-way area to be seeded and mulched. (The minimum width of sod is to be sixteen inches (16")). Full sodding of rights-of-way may be required by city engineer if erosion conditions warrant.
- ~~(13)~~ ~~(19)~~ New development or existing development which uses or proposes to withdraw water for landscape irrigation from a surface water or groundwater source which is critical in limiting saltwater intrusion shall employ and/or preserve native vegetation, or use other species with drought resistant properties, for landscaping to the greatest extent practicable. Native or drought resistant plants include, but are not limited to, those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, Waterwise Florida Landscapes or comparable guidelines prepared by the Florida Friendly Landscaping (FFL), Pawpaw Florida Native Plant Society (FNPS) and University of Florida Institute of Food and Agricultural Services (IFAS). ~~FDACS, FGFWFC, FDEP, ECFRPC or the WMDs.~~

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- (14) (20) All planting areas shall be mulched with a three-inch (3") depth of mulching material. The type of mulching material to be used is to be specified on the landscape plan and is subject to approval of the landscape architect. All mulch material shall be grade A mulch that is free of weeds and consist of organic material.
- (15) (21) All subdivision or other developments involving the creation of new streets shall include the planting of street trees in the rights-of-way after they are cleared and utilities are installed.
- a. Trees shall be of a hardwood variety approved by the landscape architect and installed at intervals of approximately one (1) tree for every fifty (50) linear feet of roadway along common areas and on both sides of the road. The street trees shall be planted a minimum of 11' feet from the back of sidewalks when applicable. If not applicable, then a root barrier shall be installed per section 3-04(b).
 - b. Where the right-of-way is adjacent to a homeowner's lot, one (1) street tree shall be planted in line with the adjoining property line on either side of the lot.
 - c. If the lot is greater in width than one hundred feet (100'), then one (1) additional tree shall be placed between the other two (2) required trees.
 - d. The size for such trees shall be two and one-half-inch (2½") caliper measured six inches (6") above grade.
 - e. Tree location is to be coordinated with the street lighting program.
 - f. There is a separation requirement when trees are planted near underground utilities which will be determined by utilities manager. Trees are subject to authorization by the utilities manager after giving consideration to impact on underground utilities.
 - g. Trees shall not be planted closer than allowed and shall follow the planting spacing distance requirements allowed for the speed of the street. than will allow adequate recovery room given maximum speed on the street.
 - h. If irrigation is not provided by the developer for street trees, the planting of those trees can be postponed until the adjacent lot is developed. Requirements for the planting of the trees shall be part of the HOA documents and a condition for issuance of a building permit.
 - i. In rights-of-way that are not completely cleared and where there is a preserved and existing tree of at least two inches (2") DBH within the fifty-foot (50') interval distance, then this will meet the requirement.
 - j. Where medians are present, and shade trees are planted or existing at a minimum spacing of fifty feet (50') on-center in the medians, then the requirement for planting street trees in the right-of-way on both sides of the road can be waived.
 - k. A cross section of the road right-of-way where the street trees will be planted must be submitted showing the location for all proposed utilities and designating a planting zone for the replacement of street trees. If, in the opinion of the city engineer and the utilities manager, there is not sufficient room in the right-of-way to plant the trees due to conflicts with underground utilities, then the trees may be shifted onto private

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property, and installed when the lot is developed. ~~In no case shall trees be further than five feet (5') outside the right-of-way line.~~

1. Any street trees missing, dead or removed, shall be replaced per the approved street tree plan for the subdivision.

~~(16)~~ (22) Except for single-family homes and duplexes, protection such as bumper blocks, curbs, bollards and plant beds, shall be provided for tree trunks and stems located in or adjacent to parking lots, driveways or other vehicular use areas. Such protection devices shall be placed at least eight feet (8') away from the perimeter of the tree trunk or stem.

~~(17)~~ (23) Landscaped islands and medians within the public rights-of-way shall conform with article V of this chapter.

~~(18)~~ (24) Concerning masonry walls, whether they be buffer walls, retaining walls, entry feature walls, or freestanding walls, these walls must have no more than thirty (30) linear feet of wall face devoid of plantings. A planting will be defined as a minimum of thirty (30) square feet of planted area consisting of a minimum of two (2) types of plant material that will be tall enough to soften the blank look of the wall. Where wall occurs on property lines, plantings will only be required on the developer's side of the wall. If a masonry wall is required by this article in order to buffer adjacent uses or properties and the wall is to be located within ten feet (10') ~~eight feet (8')~~ of a specimen tree to be preserved on-site, then a lintel system or similarly-designed wall system shall be required.

~~(19)~~ (25) Sign landscaping area. All free-standing business site identification signs, as defined in article IV of this chapter, shall have a landscape planting area and shall be designed and installed at the base of all freestanding, ground and monument signs and shall cover a minimum area equal to two (2) times the outside dimensions of the sign face and its supporting structure. The entire sign landscape area shall be planted with shrubs, ground cover, trees and sod. Sign landscaping shall not count towards meeting roadway buffer yard landscape requirements. One (1) shrub shall be provided for every fifteen (15) square feet of sign area landscaping and one (1) ground cover plant shall be provided for every four (4) square feet of landscape area. One (1) tree or three (3) palms shall be provided for every three hundred (300) square feet of landscaping area or portion thereof, with a minimum of one (1) tree or three (3) palms being provided per monument and freestanding sign. If there isn't enough room or is a visibility conflict, the trees or palm are still required, but they must be relocated to other appropriate areas within the site or three (3) accent plants per three hundred (300) square feet may be used instead of the trees or palms, if approved by the landscape architect.

(d) Plant materials.

(1) *Materials grade.* All plant materials shall conform to the standards for Florida No. 1 or better, as described in the current grades and standards for nursery plants, state department of agriculture and consumer services or their equal, as determined by the landscape architect.

(2) *Trees.* Tree shall be a minimum overall height of ten feet (10') at the time of planting and have a caliper of two and one-half inches (2½"). Trees shall be self-supporting woody plants and shall have an average mature spread of crown greater than fifteen feet (15') at maturity. Trees with a mature spread of crown less than fifteen feet (15') may be utilized

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by grouping such trees to create the equivalent of fifteen-foot (15') spread of crown. Trees, other than specimen tree replacements, shall have a minimum caliper of two and one-half inches (2½") as measured six inches (6") above ground level when planted. If multi-trunk trees are used to satisfy the tree requirements, the sum of all the trunks must equal six-inch (6") caliper minimum. Also, trees planted within twelve feet (12') of a street or other public use or utility shall be selected from a list of trees prepared by the landscape architect. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall follow guidelines approved by the latest edition of FPL Plant the Right Tree in the Right Place for North and Central Florida.

- (3) *Palms*. Palms shall be a minimum overall height of ten feet (10') at the time of planting. Three (3) palms must be planted as a cluster to equal as one (1) required tree, except that specimen palms (*Phoenix* spp.) shall equal one (1) required tree.
- (4) *Shrubs and hedges*. Shrubs and hedges shall be self-supporting, woody evergreen species normally grown in this area. All shrubs used in landscaping shall be a minimum of eighteen inches (18") ~~feet (18')~~ in height at the time of planting; provided, however, that when they are used as a screening hedge, they shall be a minimum of twenty-four inches (24") in height at the time of planting, or have a bermed planting area, such that the top of the shrubs are a minimum of twenty-four inches (24") above the adjacent paved parking area. Hedges, where required, shall be planted and maintained to form a continuous, unbroken, solid visual screen within a maximum of one (1) year after time of planting. Shrubs and hedges shall be spaced a minimum of twenty-four inches (24") on-center at the time of planting.
- (5) *Ground covers*. Ground covers include plant materials which normally reach a maximum height of not more than eighteen inches (18") ~~feet (18')~~ and may be used in lieu of grass. Ground covers must present a finished appearance and reasonably complete coverage within one year after planting. The spacing of clumping ground covers shall be no more than eighteen inches (18") ~~feet (18')~~ on-center and the spacing of spreading ground covers shall be no more than twenty-four inches (24") ~~feet (24')~~ on-center at the time of planting.
- (6) *Lawn grass*. Grass areas shall be planted in a species normally grown as permanent lawns in East Central Florida. They may be sodded, plugged, sprigged or seeded, if approved by landscape architect, except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod is used, nursegrass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases.
- (7) A variety of tree species shall be provided, when the number of trees required is 1-10, then 2 different genus species are required for each category, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species & 41+, 9 species are required.
- ~~(7) (8) Prohibited trees~~. Trees listed as exempt may not be utilized in any landscape plan, ~~except where such species may, in the opinion of the landscape architect, be particularly suited to a site or a portion of a site.~~
- (8) (9) *Prohibited plant materials*. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of plant materials that shall be prohibited and shall not be used within any landscape plan. ~~In addition to the trees listed in subsection~~

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(d)(7) of this section, 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. The following list of plant materials shall be prohibited and shall not be used within any landscape plan approved by the city:

PROHIBITED INVASIVE EXOTIC TREES AND PLANTS

Air potato	<u>Dioscorea bulbifera</u>
Alligator weed	<u>Alternanthera philoxeroides</u>
Arrowhead vine	<u>Syngonium podophyllum</u>
Asian marshweed	<u>Limnophila sessiliflora</u>
Asian sword fern	<u>Nephrolepis multiflora</u>
Australian pine, suckering	<u>Casuarina glauca</u>
Australian pine	<u>Casuarina equisetifolia</u>
Begonia	<u>Begonia cucullata</u>
Bischofia	<u>Bischofia javanica</u>
Bow string hemp	<u>Sansiviera hyacinthoides</u>
Brazilian jasmine	<u>Jasminum fluminense</u>
Brazilian pepper	<u>Schinus terbinthifolius</u>
Calico flower	<u>Aristolochia littoralis</u>
Camphor	<u>Cinnamomum camphora</u>
Carrotwood	<u>Caupaniopsis anacardioides</u>
Castor bean	<u>Ricinus communis</u>
Cat's claw vine	<u>Macfadyena unguis-cati</u>
Catclaw mimosa	<u>Mimosa pigra</u>
Chinaberry	<u>Melia azedarach</u>
Chinese brake fern	<u>Pteris vittata</u>
Chinese tallow	<u>Sapium sebiferum</u>
Climbing cassia	<u>Seena pendula</u>
Cogon grass	<u>Imperata cylindrica</u>
Coral ardisia	<u>Ardisia crenata</u>
Coral vine	<u>Anitgononleptopus</u>
Day jessamine	<u>Cestrum diurnum</u>
Downy Road myrtle	<u>Rhodomyrtus tomentosa</u>
Dwarf papyrus	<u>Cyperus prolifer</u>
Ear tree	<u>Enterolobium cyclocarpum</u>
Earleaf acacia	<u>Acacia auriculiformis</u>
Eucalyptus	<u>Eucalyptus species</u>
Eurasian water milfoil	<u>Myrophyllum spicatum</u>
Flamegold tree	<u>Koelreuteria elegans</u>
Ganges primrose	<u>Asystasia gangetica</u>
Glossy privet	<u>Ligustrum lucidum</u>
Gold coast jasmine	<u>Jasminum dicotomum</u>
Green hydro	<u>Hyrophila polysperma</u>
Ground orchid	<u>Oeceocaldes maculata</u>

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Guava	<i>Psidium guajava</i>
Hydrilla	<i>Hydrilla verticillata</i>
Inch plant	<i>Callisia fragrans</i>
Indian rosewood	<i>Dalberia sissoo</i>
Jambolan	<i>Syzygium cumini</i>
Japanese climbing fern	<i>Lygodium japonicum</i>
Japanese honeysuckle	<i>Lonicera japonica</i>
Kopsia	<i>Ochrosia eeliptica</i>
Kudzu	<i>Pueraria montan</i>
Laurel fig	<i>Ficus microcarpo</i>
Lead tree	<i>Leucaena leucocephala</i>
Mahoe, sea hibiscus	<i>Hibiscus tiliaceus</i>
Melaleuca, paper bark	<i>Melaleuca quinquenervia</i>
Mexican petunia	<i>Reuellia brittoniana</i>
Napier grass	<i>Pennisetum purpureum</i>
Natal grass	<i>Rhynchosytrum repens</i>
Old world climbing fern	<i>Lygodium microphyllum</i>
Orchid tree	<i>Bauhinia variegata</i>
Paper mulberry	<i>Broussonetia papyrifera</i>
Para grass	<i>Urochloa mutica</i>
Pothos	<i>Aureum</i>
Punk tree	<i>Melaleuca leucadendron</i>
Purple sesban	<i>Sesbania punicea</i>
Rosary pea	<i>Abrus precatorius</i>
Rubber vine	<i>Cryptostegia madagascariensis</i>
Scaevola, half-flower	<i>Scaevola sericea</i>
Schefflera, Queensland umbrella tree	<i>Schefflera actinophylla</i>
Seaside mahoe	<i>Thespesia populnea</i>
Silkoak	<i>Grevillea robusta</i>
Sisal hemp	<i>Agave sisalana</i>
Skunk vine	<i>Paederia foetida</i>
Stinking passion-flower	<i>Passiflora foetida</i>
Strawberry guava	<i>Psidium cattleianum</i>
Torpedo grass	<i>Panicum repens</i>
Tropical soda apple	<i>Solanum viarum</i>
Tung oil tree	<i>Aleurites fordii</i>
Water lettuce	<i>Pistia stratiotes</i>
Wetland night shade	<i>Solanum tampicense</i>
White-flowered wandering Jew	<i>Tradescantia fluminensis</i>
Wild taro	<i>Colocasia esculenta</i>
Winged yam	<i>Dioscorea alata</i>
Woman's tongue	<i>Albizia lebbek</i>

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- (9) ~~(10)~~ *Prohibited material*. 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 this article.
- (11) *Plant Materials List*. (**This is just a guide and other plant materials may be acceptable**, subject to the determination of the landscape architect). Volusia County is in Plant Hardiness Zone 9A & 9B, plants listed below represent these zones.

<u>Trees Native</u>	<u>Trees Non-Native (Cultivated)</u>
<u>Holly spp.</u> <u>American Holly</u> <u>Dahoon Holly</u> <u>East Palatka Holly</u> <u>Eagleston Holly</u> <u>Nellie R Stevens Holly</u> <u>Yaupon Holly</u>	<u>Holly spp.</u> <u>Nellie R Stevens Holly</u> <u>Crape Myrtle spp.</u> <u>Lavendar Crape Myrtle ‘Muskogee’</u> <u>White Crape Myrtle ‘Natchez’</u> <u>Red Crape Myrtle ‘Tuskegee’</u> <u>Red Crape Myrtle ‘Tuscarora’ Multi-Trunk</u>
<u>Cypress spp.</u> <u>Bald Cypress</u> <u>Pond Cypress</u> <u>Elm spp.</u> <u>American Elm</u> <u>Winged Elm</u>	<u>Elm spp.</u> <u>Allee Elm</u> <u>Bosque Elm</u> <u>Chinese/Lacebark Elm</u> <u>Drake Elm</u>
<u>Magnolia spp.</u> <u>Bracken Brown Magnolia</u> <u>D.D. Blanchard Magnolia</u> <u>Little Gem Magnolia</u> <u>Ms. Chloe Southern Magnolia</u> <u>Southern Magnolia</u> <u>Sweet Bay Magnolia</u>	<u>Other Trees Non-Native (Cultivated)</u> <u>Carolina Ash</u> <u>Erect or Weeping Bottlebrush</u> <u>Japanese Blueberry</u> <u>Jerusalem Thorn</u> <u>Ligustrum Tree Form</u> <u>Loquat</u> <u>Majestic Beauty Hawthorn Std.</u> <u>Pink, White or Calypso Oleander Std.</u> <u>Spartan Juniper</u> <u>Sycamore</u>
<u>Oak spp.</u> <u>Cathedral Oak</u> <u>Highrise Live Oak</u> <u>Laurel Oak</u> <u>Live Oak</u> <u>Myrtle Oak</u> <u>Nuttall Oak</u> <u>Sand Live Oak (B)</u> <u>Shumard Oak</u> <u>Turkey Oak</u> <u>Willow Oak</u>	<u>Note: Std. refers to Tree Form</u> <u>Std. = Standard</u> (B) = Acceptable Beachside Plantings that have a <u>high</u> salt tolerance

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<u>Pine spp.</u> <u>Densa Pine</u> <u>Loblolly Pine</u> <u>Longleaf Pine</u> <u>Slash Pine</u>	
<u>Other Trees Native</u> <u>Cherry Laurel</u> <u>Eastern Red Cedar</u> <u>Loblolly Bay</u> <u>Juniper Brodie</u> <u>Pignut Hickory</u> <u>Red Maple</u> <u>Redbud</u> <u>Red Bay</u> <u>River Birch</u> <u>Seagrape Std. (B)</u> <u>Southern Red Cedar (B)</u> <u>Sweet Gum</u> <u>Wax Myrtle</u> <u>White Ash</u> <u>Yaupon Holly</u>	
<u>Palms Native</u> <u>Cabbage palm (B)</u> <u>Needle Palm</u>	<u>Palms Non-Native (Cultivated)</u> <u>Chinese Fan palm (B)</u> <u>Canary Island Date palm (B)</u> <u>Carnavon Gorge palm</u> <u>Medjool palm (B)</u> <u>Phoenix spp.(B)</u> <u>Pindo palm (B)</u> <u>Queen palm</u> <u>Senegal Date palm</u> <u>Reclinata palm (B)</u> <u>Silver Bismarck palm (B)</u> <u>Sylvester palm (B)</u> <u>Washington palm (B)</u> <u>Windmill palm (B)</u>
<u>Shrubs Native</u> <u>Adams Needle</u> <u>American Beautyberry</u> <u>Bay Cedar</u> <u>Beach Elder (B)</u> <u>Beach Verbena</u> <u>Black-Eyed Susan</u> <u>Blazing Star</u> <u>Blue Flag Iris</u>	<u>Shrubs Non-Native (Cultivated)</u> <u>African Bush Daisy</u> <u>African Iris (White or Yellow)</u> <u>Agave spp. (B)</u> <u>Azalea spp.</u> <u>Blue Lily of The Nile</u> <u>Bottlebrush (Bush Form)</u> <u>Boxwood</u> <u>Burford Holly</u>

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<u>Blue-stem palmetto</u>	<u>Cardboard Plant (B)</u>
<u>Butterfly Weed</u>	<u>Copperleaf Plant</u>
<u>Buttonbush</u>	<u>Cornuta Holly</u>
<u>Buttonsage Lantana</u>	<u>Croton spp.</u>
<u>Coontie (B)</u>	<u>Gardenia (Bush Form)</u>
<u>Coralbean</u>	<u>Glossy Privet (Ligustrum)</u>
<u>Darrowii Blueberry</u>	<u>Hawaiian Ti Plant spp.</u>
<u>Dwarf Blue-Stem Palmetto</u>	<u>Hibiscus spp.</u>
<u>Dwarf Yaupon Holly</u>	<u>Japanese Yew</u>
<u>Firebush</u>	<u>Jasmine spp.</u>
<u>Florida Anise</u>	<u>Juniper spp. (B)</u>
<u>Florida Flame Azalea</u>	<u>King Sago (B)</u>
<u>Florida Privet</u>	<u>Loropetalum</u>
<u>Florida's Native Sword Fern</u>	<u>Orange Bird</u>
<u>Gallberry</u>	<u>Petite Oleander (B)</u>
<u>Goldenrod</u>	<u>Philodendron spp.</u>
<u>Inkberry</u>	<u>Pineapple Guava (Feijoa)</u>
<u>Marlberry</u>	<u>Pittosporum (Green or Variegated) (B)</u>
<u>Pinxter Azalea</u>	<u>Plumbago spp.</u>
<u>Prickly Pear Cactus (B)</u>	<u>Sandankwa Viburnum</u>
<u>Saltbush (B)</u>	<u>Sweet Viburnum</u>
<u>Saw palmetto (B)</u>	<u>Variegated or Blueberry Flax Lily</u>
<u>Sea Lavender (B)</u>	<u>Variegated Schefflera 'Trinette'</u>
<u>Sea-Oxeye Daisy (B)</u>	<u>Yucca spp. (B)</u>
<u>Seagrape (B)</u>	
<u>Simpson Stoppers plus compacta (B)</u>	
<u>Spanish Bayonet (B)</u>	
<u>Spiderwort</u>	
<u>Stokes' Aster</u>	
<u>Tickseed</u>	
<u>Varnishleaf (B)</u>	
<u>Walter's Viburnum</u>	
<u>Wax Myrtle</u>	
<u>White Indigo Berry</u>	
<u>Wild Azalea</u>	
<u>Wild Blueberry</u>	
<u>Yellowtop (B)</u>	
<u>Ornamental Grasses Native</u>	<u>Ornamental Grasses Non-Native (Cultivated)</u>
<u>Bear Grass</u>	<u>Aztec Grass</u>
<u>Bluestem Grass</u>	<u>Fountain Grass (White or Red)</u>
<u>Fakahatchee Grass</u>	<u>Maiden Grass</u>
<u>Florida Gama Grass</u>	<u>Pampas Grass</u>
<u>Lovegrass spp.</u>	
<u>Muhly Grass (B)</u>	

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<u>River Oats</u>	
<u>Sand Cordgrass (B)</u>	
<u>Saltgrass (B)</u>	
<u>Saltmeadow Cordgrass (B)</u>	
<u>Sea Oats (B)</u>	
<u>Wiregrass</u>	
<u>Ground Covers Native</u>	<u>Ground Covers Non-Native (Cultivated)</u>
<u>Blanket Flower (B)</u>	<u>Algerian Ivy</u>
<u>Blue-Eyed Grass</u>	<u>Asiatic Jasmine</u>
<u>Boston Fern</u>	<u>Baby Sun Rose</u>
<u>Dune Sunflower (B)</u>	<u>Blue Daze</u>
<u>Frogfruit</u>	<u>Bulbine (Orange or Yellow)</u>
<u>Gopher Apple</u>	<u>Crown of Thorns (B)</u>
<u>Morning Glory (B)</u>	<u>Daylily</u>
<u>Pineland Lantana</u>	<u>Dwarf Oyster Plant</u>
<u>Railroad Vine (B)</u>	<u>English Ivy</u>
<u>Rain Lily</u>	<u>Firecracker Plant</u>
<u>Sea Purslane (B)</u>	<u>Foxtail Fern</u>
<u>Sunshine Mimosa</u>	<u>Lantana spp.</u>
	<u>Liriope spp.</u>
	<u>Mondo Grass</u>
	<u>Perennial Peanut</u>
	<u>Portulaca (B)</u>
	<u>Purple Society Garlic (B)</u>
	<u>Juniper spp.</u>
	<u>Blue Rug Juniper</u>
	<u>Parsonii Juniper</u>
	<u>Shore Juniper (B)</u>
<u>Vines Native</u>	<u>Vines Non-Native (Cultivated)</u>
<u>Coral Honeysuckle</u>	<u>Bougainvillea</u>
<u>Crossvine</u>	<u>Confederate Jasmine</u>
<u>Carolina Jessamine</u>	<u>Creeping Fig</u>
<u>Morning Glory</u>	<u>English Ivy</u>
<u>Purple & Corky-Stem Passionflower</u>	<u>Mandevilla</u>
<u>Railroad Vine</u>	

(e) *Irrigation.*

- (1) The irrigation system shall be underground and designed to provide adequate irrigation to all landscaped areas. After installation, the system shall be regularly maintained as required under section 3-08.
- (2) Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever economically and environmentally feasible,

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to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

- (3) All commercial and residential irrigation systems must have a rain sensor cutoff device as required under state statutes that postpones future irrigation during periods of normal rainfall.
- (4) All plant material and trees that have been used to fulfill the requirements for fifty percent (50%) drought-tolerant or native plants must be irrigated separately on separate zones from non-drought-tolerant plant materials and grasses.
- (5) All landscaped areas are to be provided with automatic irrigation system shall provide one hundred percent (100%) coverage and fifty percent (50%) overlap at a minimum.
- (6) Irrigation systems shall be designed to avoid casting water on to adjacent right-of-way, paved parking surfaced, walkways or directly on to the sides of buildings or landscape buffer walls.
- (7) Irrigation shall only occur during those times, except for the first year or plant establishment, permitted by the county, the city and the St. Johns River Water Management District, whichever regulation is more restrictive applies.
- (8) Irrigation systems shall be maintained in working operational condition at all times. Such systems may be inspected by the landscape architect or other permitting authority, ~~chief building official~~ and if found to be defective, the property owner shall be given written notice and directed to repair the system, including modification to sprinkler casting areas, within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

(f) Firewise landscaping requirements.

- (1) The fire chief, in consultation with the planning director and landscape architect, has the authority to waive or reduce requirements in firewise areas based on the current or expected characteristics of the site, local area fire history, site location/overall terrain, prevailing winds/seasonal weather conditions, the vegetative communities present on adjacent property or insufficient parcel size.
- (2) Where firewise landscaping zone areas are required, landscape plans shall utilize firewise landscape design for portions of the site lot or parcel that are within fifty feet (50') of a building. The intent of the firewise landscape zone is to create a low-fuel zone at least thirty feet (30') wide on each building sides facing wooded or vegetated areas in order to provide space for fire suppression equipment and to reduce a buildings exposure to radiant heat from wildfire. This thirty-foot (30') wide buffer is called the firewise landscape zone. The following standards may be applied to a firewise landscape zone when required by the fire chief or landscape architect:
 - a. *Tree locations.* Required trees shall be planted at least thirty feet (30') from any building, as measured from the trunk of the tree to the nearest point of the structure. Required planted trees shall be located at least thirty feet (30') from other trees, where possible. If not possible, tree placement should be spaced apart instead of clustered. Based on the size and type of existing trees located within the firewise landscape zone,

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

the landscape architect may approve their removal if the trunk is located within thirty feet (30') of a building, excluding historic trees, which shall require approval from the city commission before removal.

- b. *Vegetation.* Landscape plants within this area should be strategically placed within and adjacent to the firewise zone to create separation between plants or plant cluster for the purpose of retarding the spread of fire and reducing radiant heat generated from highly concentrated vegetated areas. Plants and shrubs shall be fire resistant species accepted by the landscape architect. The landscape architect may require use of certain species over others based on their natural fire resistant characteristics.
 - c. *Irrigation system.* An irrigation system shall be required within the firewise landscape zone, ~~and shall not be waived for application of drought-tolerant landscaping planted within the zone.~~
 - d. *Fences.* Wood fences shall not be constructed within any firewise landscape zone except where a sufficient clear zone occurs between the fence and the adjacent wooded or vegetated area, as may be determined by the landscape architect.
- (3) Wildfire protection zone. A wildfire protection zone that averages no less than thirty feet (30') in width shall be placed along all perimeter boundaries of a planned development or residential subdivision that are exposed potential threat from wildfire impacts. The minimum width of the wildfire protection zone is twenty feet (20') as long as the minimum average width is met. As a guideline, wildfire protection zones may be a more appropriate design application.
- a. *Accessibility for emergency vehicles.* A path at least fourteen feet (14') wide shall be created to allow access for emergency vehicles. The access path shall be cleared of trees but ground vegetation shall be maintained to prevent soil erosion but shall be regularly maintained at a height less than twelve inches (12"). Trees removed to accommodate emergency vehicles pathways within wildfire protection zones are exempt from tree replacement requirements set forth in this article. Where soils under dry or drought conditions cannot support the passage of emergency vehicles, the fire chief may require that the all or applicable portions of the pathway be stabilized with suitable permeable material.
 - b. *Tree plantings within adjacent property.* Trees planted within residential lots abutting a wildfire protection zone shall be placed a distance of at least fifteen feet (15') from this zone.
 - c. *Landscape plants and trees.* Plants and trees planted within thirty feet (30') of a wildfire protection zone shall be fire resistant species. The landscape architect shall determine whether the species is considered fire resistant based on professionally acceptable sources such as, but not limited to, the U.S. Department of Forestry and the State Department of Agriculture and Consumer Services.
 - d. *On-going maintenance and management.* A property owner or property owner association shall be responsible for maintaining the emergency pathway in a condition acceptable to the fire chief. Vegetation within the wildfire protection zone shall also be pruned and/or removed according to a management plan that must be accepted by the city and recorded with the Clerk of the Circuit Courts. The management plan shall

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identify the minimum maintenance schedule and shall also stipulate that the property owner or property owners' association shall conduct vegetation maintenance within fourteen (14) days from the receipt of written notice from the fire chief.

- e. *Firewise landscaping.* If a multiple family or nonresidential development will be located within fifty feet (50') of any wildfire protection zone, a firewise landscaping plan, as set forth in subsection (f)(2) of this section shall also apply to the development.

(4) Firewise requirements for planned development and new residential subdivisions. Subdivision plan and planned development applications for residential uses proposed in wildfire risk area an area considered a high or medium risk for wildfire, as determined by the fire chief, shall be required to comply with the following standards if required by the fire chief:

- a. *Fuel reduction and mitigation strategies.* To reduce fuel material for wildfires prior to issuance of any building permits within the subdivision or planned development, the developer/applicant shall complete the following:
 - 1. Tree canopies within fifty feet (50') of any structure shall be thinned by tree removal or by pruning of branches such that there is no more than seventy-five percent (75%) crown closure, as shall be determined by the landscape architect. Removal of protected trees, except ~~excepting~~ specimen trees, is exempt from tree mitigation requirements.
 - 2. A prescribed burn shall be conducted according to the procedures set forth by the fire chief as part of the clearing and grading activities for the project. The applicant shall be responsible for all costs to have city fire department staff and equipment present if determined necessary by the fire chief. If a prescribed burn is not feasible because of climatic conditions, smoke limitations, proximity of existing development or other constraints, fuel mitigation strategies will be determined by the chief fire official.
- b. *Access to common areas and conservation areas.* Subdivision plans shall include access to common areas and conservation areas where the size or location of such areas warrants emergency access lanes. The fire chief shall determine where such emergency access is needed.
- c. *Ongoing maintenance plans for subdivision plans.* The developer/applicant shall prepare a greenbelt and/or conservation area maintenance plan that provides for the management of common areas for fuel reduction and hazard mitigation by the property owners' association. Such plan shall be incorporated into the code, conditions and restrictions recorded with the final plat.

(g) *Acceptance of improvements.*

- (1) No application for building permit, land clearing permit, site development permit (subdivision) or grading and filling permit may be issued by the chief building official until the landscape architect has visited the development site and determined that the tree removal and protection is in accordance with the conditions stated in this article and in the approved site plan, subdivision plat, or grading and filling permit.

- (2) Final SPRC acceptance of improvements included in the landscaping plans of the approved site plan will not be issued until the landscape architect has determined that all landscaping, tree protection devices and operating irrigation systems have been installed in accordance with the approved plan. However, with the recommendation of the landscape architect, the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance or surety bond, a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors and verified by the chief building official.

Amendment Item 8

Topic:

Buffer Area Requirements

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,

**Section 3-06. – Buffer area
requirements**

Item 8 Summary - Buffer area requirements

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.

Topic:

Buffer area requirements.

Section summary:

This Section establishes buffer requirements based upon land uses. Additionally, the section establishes the required materials and design standards.

Proposed changes:

1. Updated land use buffer table based on the existing future land use categories within the Comprehensive Plan.
2. Deleted buffer area reductions to accommodate driveways.

Meeting input:

None.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.

Topic: Buffer area requirements.

Sec. 3-06. – Buffer area requirements.

- (a) *In general.* Landscaped buffers shall be developed between differing land uses based on this section. These requirements shall be deemed the minimum necessary to achieve compatibility between land uses. Buffer shall be developed by the more intense use based on existing contiguous uses, zoning, or land use plan designation, whichever is most intense. Special provisions for properties along rights-of-way designated as Greenbelt Overlay Districts. 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'). In case of conflict, the most restrictive provision shall apply.
- (b) *Buffer requirements.* Buffer requirements shall be determined by subtracting the land use intensity factor of the less intense use from that of the more intense use. The various land uses and corresponding intensity factors are shown in the following table:

Land Use	Intensity Factor
Agriculture (bona fide pasture or similar use)	
Rural residential/rural estate (density less than one dwelling units per acre)	1
Suburban low density residential	2
Low density residential	2
Medium density residential	3
High density residential	4
<u>Institutional less than 0.5 ISR</u>	<u>4</u>
<u>Institutional 0.5-0.65 ISR</u>	<u>5</u>
<u>Institutional 0.66 ISR or greater</u>	<u>6</u>
Oceanfront tourist residential uses	5
<u>Office, Residential, Retail less than 0.5 ISR</u>	<u>4</u>
<u>Office, Residential, Retail 0.5-0.65 ISR</u>	<u>5</u>
<u>Office, Residential, Retail 0.66 ISR or greater</u>	<u>6</u>
<u>General commercial or Low intensity commercial less than 0.5 ISR</u>	<u>5</u>
<u>General commercial or Low intensity commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>General commercial or Low intensity commercial 0.66 ISR or greater</u>	<u>7</u>
Heavy commercial less than 0.5 ISR	6
Heavy commercial 0.5-0.65 ISR	7
Heavy commercial 0.66 ISR or greater	8
<u>Highway Tourist Commercial less than 0.5 ISR</u>	<u>5</u>
<u>Highway Tourist Commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>Highway Tourist Commercial 0.66 ISR or greater</u>	<u>7</u>
Industrial 0.65 ISR or less	8
Industrial 0.65 ISR or less	9

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Outside storage	9
ISR refers to impervious surface ratio, or the ratio of impervious (building and paved) surface to total surface area. ISR measurement shall not include landscape buffers along rights-of-way as described in subsection (d) of this section.	

Once the applicable buffer calculations have been completed, the resulting number indicates the appropriate buffer design type, as shown by the table in subsection (d)(2) of this section.

(c) *Roadway buffers.* In addition to the buffers required in subsection (b) of this section, all projects fronting a designated collector shall have a buffer of a design type 2, as shown in section (d) of this section. Those uses abutting an arterial roadway shall have a buffer of a design type 3, subsection (d) of this section. Road classification shall be based on the transportation element of the city's comprehensive plan. Those roadways designated as Greenbelt and Gateway Preservation Overlay Districts and within the Granada Bovard Streetscape Overlay District shall be exempt from these requirements and shall comply with standards as contained in this Land Development Code.

(d) *Buffer design types.* Buffer design types shall be based on the table in this subsection, and shall comply with the following additional requirements:

- (1) The number of specified plantings shall be applied for every one hundred (100) linear feet of the buffer.
- (2) Landscape material shall comply with the requirements of section 3-05.

Buffer Design Type	Minimum Buffer Width	Trees	Shrubs	Ground Cover
1	6	2	20	20
2	10	3	30	30
3	20	4	40	40
4	30	5	50	50
5	40	6	60	60
6	50	7	70	70
7	60	8	80	80
8	70	9	90	90
9	80	9	100	100

(3) *Optional bufferyard reduction.* If the required bufferyard design type may be reduced by one (1) or more levels of intensity with the installation of a six-foot (6') high decorative masonry wall, the bufferyard design type may be reduced by one (1) level. Such a reduction shall be permitted when the intensity factor difference is five (5) or greater, and in situations where no fence or wall would otherwise be required by this Land Development Code.

(e) *Material and design standards.* The following standards apply to new development and redevelopment of existing sites:

- (1) The landscaped buffer area shall include a minimum five-foot (5') wide visual evergreen screen constructed of plant materials which are selected, located, and maintained to provide a visual barrier that is designed to achieve ninety percent (90%) ~~forty percent (40%)~~ opacity

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within three (3) years from the time of installation between three feet (3') and six feet (6') above the average ground level of the landscaped buffer area when viewed horizontally.

- (2) Trees shall be established along the entire length of and contiguous to any property line at a maximum spacing of fifty feet (50') on-center. Points of access through landscaped buffer areas shall be excluded ~~included~~ in the linear spacing of trees contiguous to the property line.
- (3) Prior to the initiation of any construction activities, tree barricades shall be erected around selected trees and understory shrubs to be preserved. These tree barricades are required to be inspected by landscape architect or engineering site inspector prior to clearing. ~~in the landscaped buffer area will be marked for preservation by the landscape architect in cooperation with the developer.~~
- (4) Landscaped buffer areas intended to screen parking areas, dumpster pads or other site features shall be designed to achieve ninety percent (90%) ~~sixty percent (60%)~~ opacity within three (3) years from the time of installation.
- (5) When a visual screen is not provided in the landscaped buffer area that abuts an off-street parking area, a decorative masonry wall, earth berm, natural landscape screen and/or combination of the kind in this subsection shall be installed in such a manner as to neutralize the predominating effect of vehicles from adjacent properties and public rights-of-way. Such screening areas shall be a minimum height of three feet (3').
- (6) Fences or walls may also be required in landscaped buffer areas in accordance with this section. When a fence, brick or decorative masonry wall is required, trees must be planted within the buffer area adjacent to the wall at a spacing of not more than fifty feet (50') on-center. These trees are to meet Code requirements and also be species that, when installed, are at least twelve feet (12') tall and have a minimum spread of six feet (6').
- (7) Plant materials used within the required landscaped buffer area adjacent to a chainlink fence in a side corner yard shall be selected, located and maintained to provide a visual barrier which will achieve ninety percent (90%) ~~seventy-five percent (75%)~~ opacity within three years from the date of installation.
- (8) Plant materials used within the required landscaped buffer area adjacent to a decorative masonry wall in a side corner yard shall be selected, located and maintained to provide a visual barrier that is desired to achieve fifty percent (50%) opacity within three (3) years from the date of installation.
- (9) ~~Landscaped buffer areas that abut adjacent lots used for nonresidential purposes may be reduced to a minimum of five feet (5') in width to accommodate driveways, provided an average buffer width of ten feet (10') is maintained beyond the front yard setback.~~
- (10) ~~(9)~~ Underground parking structures and parking areas above underground parking structures shall have a landscaped buffer twenty feet (20') in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line, unless a wider area is specified as part of the district regulations.
- (11) ~~(10)~~ On oceanfront property, the landscaped buffer is not required along the rear setback line except that a minimum six foot (6') ~~five-foot (5')~~ wide landscaped buffer shall be

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required adjacent to parking areas. (For dune protection standards, see section 3-15, coastal management.)

- (12) ~~All lots within single family subdivisions, recorded after the adoption of this Land Development Code and located in an R-3, R-4, R-5 or R-6 zoning district, shall have a ten-foot (10') rear yard landscape buffer in which no accessory structure shall be permitted. This requirement shall not apply where the lot abuts a golf course, wetland, upland buffer or common open space area.~~
- (13) (11) Front yard buffers for properties within the streetscape district may include the following streetscape elements: trash receptacles, benches, tree grates, tree guards, and raised decorative planters. ~~stone planters.~~

In situations where the placement or type of plant required by this Land Development Code does not conform to buffer or landscape requirements ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plant material.

Amendment Item 9

Topic:

Reserved – to be amended

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-07. – Reserved

Item 9 Summary – Landscape Article – Reserved to Existing Developments Landscaping

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved (proposed to be amended to Existing Developments Landscaping).

Topic:

Maintenance of existing development landscaping.

Section summary:

New section. This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.

Proposed changes:

1. Applies to existing developments that are reviewed by the Site Plan Review Committee, and who apply for a **change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites.**
2. No site plan review mechanism for existing developments to have them comply and bring their site up to meet the previously approved landscape plan. This “betterment plan” has been done informally currently.
3. This section is a form of code enforcement as existing developed sites are expanded, modified or go vacant for a pro-longed period of time.
4. Intent of this Section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. There is an appeal mechanism to the landscape architect decisions.

Meeting input:

1. There was a concern expressed with minor improvements would deter business owners from making improvements.

Staff Response: These are existing developments and are required to maintain site landscaping in conformance with approved site plans & development orders. The alternative is to increase code enforcement action to existing developed sites. This section allows the City Landscape Architect the ability to determine the maximum extent practical and includes an appeal process.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved.

Topic: Maintenance of existing development landscaping.

Sec. 3-07. - ~~Reserved.~~ Existing Developments Landscaping.

- (a) This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.
- (b) Existing developed non-residential and multi-family properties are required to maintain site landscaping and natural area in conformance with approved site plans and development orders. When there is no approved site plan or development order, the standards of the Article 1 Landscaping shall be applicable as determined by the landscape architect.
- (c) Landscape review required. A landscape review and conformance through the Site Plan Review Committee with either (1) an approved site plan or development or (2) the landscaping requirements of this Article shall be required when:
 - (1) Change of use. When a building has a change of use that requires a certificate of use, business tax receipt, or a new site plan submittal. This requirement would not apply to changes of uses within shopping centers or areas that have multi-tenant uses.
 - (2) Developments are vacant for longer than 180 days.
 - (3) Building expansion. Any building expansion that seeks additional square footage.
 - (4) Site impervious expansion. Any additional site impervious expansion.
- (d) Landscape and Irrigation plan requirements. For properties that require a landscape review, a landscape plan is required per Section 3-05(a)(b)(1)(2) of this code. A previously approved landscape plan by the Site Plan Review Committee or Volusia County, if annexed, shall be acceptable. In the review of the landscape plan, the following shall apply:
 - (1) Change of use and sites vacant for longer than 180 days. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:
 - a. The intent is to update existing landscape areas and replace missing or dead landscape material;
 - b. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - c. Addressing landscape buffers & parking lot screening along property boundaries; and
 - d. Replace and update material within existing landscape islands.
 - (2) Building expansions and increases to impervious areas. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape

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- compliance requirements. Landscape compliance shall be in the following order of priority:
- a. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - b. Addressing landscape buffers & parking lot screening along property boundaries;
 - c. Replace and update material within existing landscape islands;
 - d. Establish or replace foundation plantings between building & sidewalk in accordance with Article 1, Landscaping section; and
 - e. Excavation of pavement, development of "dead" areas or remove extra parking space areas for interior landscape islands, reconfiguration and restriping of parking areas, and any other reasonable and necessary physical improvements to meet the landscape requirements.
- (e) Review and Appeals. The landscape architect shall review and administer compliance with this section. Acknowledging that existing sites have non-conformities, it is the intent of this section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. The landscape architect is authorized to allow deviations to the landscaping requirements of this section based upon existing site conditions. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this Code.

Amendment Item 10

Topic:

Maintenance of Plantings and
Irrigation Systems/Enforcement

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-08. – Maintenance of
plantings and irrigation
systems/enforcement**

Item 10 Summary – Landscape Article – Maintenance

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

Topic:

Landscape Article – Maintenance of plantings and irrigation systems/enforcement.
Updated after November 14, 2024 Planning Board meeting.

Section summary:

1. Provides maintenance responsibility of plant material.
2. Provides maintenance responsibility of irrigation systems.
3. Details tree maintenance on public rights-of-way.

Proposed changes:

1. If no landscape plan exists on existing site, a landscape plan would be required.
2. Delete ability to install temporary irrigation for all xeric.
3. Adds tree maintenance for private rights-of-way and private properties.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

Topic: Maintenance of plantings and irrigation systems/enforcement.

Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

(a) Plant material.

- (1) The owner, tenant and their agents, if any, shall be jointly and severally responsible for the maintenance of all plant materials as shown on the approved landscape plan or building permit. Plant materials shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. Any dead or severely damaged plant materials shall be replaced by the owner, tenant or their agent as part of routine maintenance.
- (2) Failure to maintain plant materials as shown on the approved landscape plan or building permit shall result in a hearing before the special magistrate. If the landscape plan is not on file with the city, ~~the landscape architect shall make a determination of what had existed prior to the removal or destruction, based on empirical evidence, testimony of observers, photographs (if available) and input of the property owner~~ a landscape plan shall be prepared per section 3-05, Landscape and Irrigation plan requirements.
- (3) Where replacement materials differ from the approved landscape plans, an amendment to the plan shall be submitted to the landscape architect for review and approval or to the SPRC if such changes result in a change of or interfere with pedestrian or vehicular movements, or loss of screening, or would otherwise alter the site to the extent that off-site impacts or hazards may result.
- (4) If an existing site that is nonconforming with regard to landscape or buffer requirements, number of trees or other landscape standards is made more nonconforming by the removal, destruction or death of the plant material, then the owner shall be required to replace what was removed or destroyed in that area and to provide additional materials to the extent that it would be practically and economically feasible to do so, to meet minimum current standards.

(b) Irrigation systems.

- (1) Irrigation systems shall be maintained in working condition at all times. Such systems may be inspected by the landscape architect or the chief building official and, if found to be defective, the property owner shall be given written notice and directed to repair the system within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.
- (2) ~~If a project is submitted for landscape approval with one hundred percent (100%) of the plantings determined to be xeric by the landscape architect, then only temporary irrigation during the establishment period will be required. This timeframe will be determined by the landscape architect, and the project shall be inspected at the end of this period to determine if irrigation may be removed.~~

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- (3) ~~All plant material and trees that have been used to fulfill the requirement for fifty percent (50%) xeric or native plants must be irrigated separately from nonxeric plant material and grasses.~~
- (c) Tree maintenance on public or private right-of-ways or residential properties. The following standards apply to all persons, either public or private, who maintain trees on or over the public right-of-way for utility, residential properties or all other zoning districts; ~~other purposes~~:
- (1) Notification of landscape architect or Environmental Improvement Officer. Such parties shall notify the landscape architect prior to initiation of maintenance activities as to the exact location and date that such work will be accomplished. No tree removal, surgery, cavity filling or spraying shall be done on any tree on the public right-of-way, except by persons employed by the city, ~~without first obtaining a permit for such work from the landscape architect.~~ There shall be no charge for such a permit. No tree shall be trimmed by, or under the direction of, any public utility company or agent of such company to provide clearance for wires or cables or any other purpose without a permit approved by the said landscape architect. Such work shall be done only under the supervision of the landscape architect or Environmental Improvement Officer. See canopy and scenic road requirements per section 3-03(e).
 - (2) Specimen Tree Pruning Certification/Permit required: When tree pruning occurs on residential property or all other zoning districts for specimen trees 26" DBH & greater, section 3-04(d), a permit will be required and the tree worker shall hold a Prescription Pruning Certification issued by ISA. Only the tree worker holding this certification will be allowed to perform the pruning operations.
 - (2) (3) Notification of property owner. When trees will be worked on which are located on private property and overhang the rights-of-way, the party responsible for the work shall, prior to beginning such work, notify the property owner as to the need for and extent of such maintenance, and the approximate date the work will be accomplished. It shall not be the duty of the owner of any private property to remove any dead, diseased or dangerous trees or parts thereof, which overhang or interfere with the public sidewalks and streets or city-owned property.
 - (3) (4) Pruning. Pruning shall be performed by tree workers who hold a Prescription Pruning Certification issued by ISA. Proof of this certification shall be given to city landscape architect or Environmental Improvement Officer. ~~; through related training and on the job experience, are familiar with the techniques and hazards of this work, including trimming, maintenance, repairing or removal and equipment used in such operations.~~ The use of climbing spurs or irons is prohibited in pruning operations on live trees.
 - a. *Fine pruning.* Fine pruning shall consist of the removal of dead, diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of such branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one-half-inch (½") diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it.
 - b. *Medium pruning.* Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunk as well as

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- those within the leaf area. An occasional branch up to one inch (1") in diameter may remain within the main leaf area where it is not practical to remove it.
- c. *Coarse pruning.* Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches (2") in diameter or greater.
 - d. *Cutting back or drop crotch pruning.* The following specifications shall apply for this subsection and subsections (c)(1) and (2) of this section:
 - 1. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
 - 2. If it is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark or to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
 - 3. Remove the weaker or least desirable or crossed or rubbing branches. Such removal shall not leave large holes in the general outline of the tree.
 - 4. ~~Treatment of cuts and wounds, with tree wound dressing, is mandatory. When such treatment is made, materials nontoxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.~~
 - 5. Generally, in reducing size (cutting back), not more than twenty-five percent (25%) ~~one-third (1/3)~~ of the total area shall be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All effort shall be made to cut back to a lateral, one-third (1/3) of the diameter of the cut being made.
 - 6 5. In reducing overall size, attention shall be given to the symmetrical appearance. The top shall remain higher and the sides reduced in order to maintain a tree-like form typical of the given species.
 - 7 6. In lifting the lower bottom branches of trees for under clearance, care shall be given to symmetrical appearance, and cuts shall not be made so large that they will prevent normal sap flow.
 - (4) (5) *Topping.* Topping is cutting back large portions of the upper crown of the tree. Topping is often required when the tree is located directly beneath a utility line. The main leader or leaders, may be cut back to a suitable lateral. (The lateral shall be at least one-third (1/3) the diameter of the limb being removed.) For the sake of appearance and to limit the amount of regrowth, no more than one-fourth (1/4) of the crown shall be removed when topping.
 - (5) (6) *Side trimming.* Side trimming consists of cutting back or removing the side branches that are threatening the conductors. Side trimming is required where trees are growing adjacent to utility lines. Limbs shall be removed at a lateral branch. Unsightly notches in the tree shall be avoided if possible. Shortening branches above and below the indented area, or balancing the opposite side of the crown, will usually improve the appearance of the tree. When trimming, all dead branches above the wires shall be removed, since this dead wood could easily break off and cause an interruption in utility service.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- ~~(6)~~ (7) *Under trimming*. Under trimming involves removing limbs beneath the tree crown to allow wires to pass below the tree. To preserve the desired shape of freestanding or open grown trees, lower limbs on the opposite side of the tree shall be removed also. All cuts shall be flush to avoid leaving unsightly stubs. The natural shape of the tree is retained in this type of trimming, and the tree can continue its normal growth. Overhangs are a hazard, however, when the line passes beneath a tree. Overhangs shall be removed in accordance with the species of tree, location, and the general policy of the utility. When trimming, remove all dead branches above the wires, since this dead wood could easily break off and cause an interruption in utility service.
- ~~(7)~~ (8) *Natural trimming or directional trimming*. Natural trimming is a method by which branches are cut flush at a suitable parent limb back toward the center of the tree. This method of trimming is sometimes called drop crotching or lateral trimming. Large branches shall be removed to laterals at least one-third ($\frac{1}{3}$) the diameter of the branch being removed. Natural trimming is especially adapted to the topping of large trees where a great deal of wood must be removed. Natural trimming tends to guide the growth of the tree away from the wires. Stubbing or pole clip clearance tends to promote rapid sucker growth right back into the conductors. Natural clearance does work and two (2) or three (3) trimming cycles done in this manner will bring about an ideal situation for both the utility and tree owner.
- ~~(8)~~ (9) *Pollarding*. Pollarding or rounding over shall not be permitted.
- ~~(9)~~ (10) *Permission needed for pruning of palms*. No pruning of palm species other than removal of dead fronds is authorized. Should palms affect the distribution system, permission shall be requested for removal from the landscape architect or the property owner.
- ~~(10)~~ (11) *Signs*. It shall be unlawful to attach a sign or other object to a tree by the use of nails, wire or any other method which will be harmful to the tree.
- ~~(11)~~ (12) *Removal of vegetation*. The landscape architect, based on a finding that vegetative material in the public right-of-way presents a danger to traffic, pedestrian or bicyclist safety, may request the adjoining property owner to remove such vegetation or may remove the vegetation by city forces. In no event shall the city be responsible for replacing such vegetation or pay any damages other than to restore the right-of-way by means of sodding or seeding.

Amendment Item 11

Topic:

Land Clearing (existing Section to be deleted) – New Section – Tree Abuse

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-09. – Land Clearing

Item 11 Summary – Landscape Article – Land Clearing (to be deleted) to Tree Abuse (new section)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.

Topic:

Landscape Article – Land clearing to be deleted and new section called Tree Abuse proposed.

Section summary:

1. Land clearing section to be deleted and replaced.

Proposed changes:

1. Land clearing to be incorporated into land alteration permit section.
2. The city is encountering tree abuse more with homeowners and tree companies. Large old age specimen trees are being improperly pruned.
3. This section seeks to establish standards and requirements for enforcement of tree abuse.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.

Topic: Land clearing to be deleted and new section called Tree Abuse proposed.

Section 3-09. - Land clearing.

~~(a) In general.~~

- ~~(1) A land clearing permit is required for the removal of underbrush other than that directly associated with a developed single family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Code related to protection of wetlands, waterways and other environmentally sensitive areas.~~
- ~~(2) No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.~~
- ~~(3) No tree removal other than for exempt trees may occur unless a permit is issued in accordance with section 3-03.~~
- ~~(4) No fill material shall be allowed except where it is minor in nature or necessary to correct a potential hazard.~~
- ~~(5) No activity that results in grading or filling of land is allowed except as noted above or in conformance with section 3-10.~~

~~(b) Permit application.~~

- ~~(1) The applicant shall submit a plan at a scale of not less than one inch equals one hundred feet (1"= 00'), showing:
 - a. The area to be cleared;
 - b. The approximate location;
 - c. Size and type of existing trees;
 - d. Trees to be removed; and
 - e. Wetland areas, waterbodies and flood hazard zones.~~
- ~~(2) The application shall also include the following:
 - a. A description of the proposed method of clearing;
 - b. The type of equipment to be used;
 - c. The purpose for the activity; and
 - d. The name of the owner of the property and the person or firm performing the work.~~
- ~~(3) The application shall be accompanied by the appropriate fee as required by chapter 1, article IV of this Code.~~

~~(c) Clearing of subdivision lots due for purpose of fill storage.~~

Note: Strikethrough text is proposed deleted text and underlined text is proposed text

- ~~(1) Approval of fill storage shall be concurrent with or subsequent to the approval of final drainage and grading plans.~~
 - ~~(2) A maximum of twenty percent (20%) of the total lots of the subdivision phase under construction shall be used for the purpose of fill storage.~~
 - ~~(3) Lots to be considered for fill storage will be limited to those on which there is no potential for saving existing trees. All palm trees shall be saved.~~
 - ~~(4) Contiguous lots may be used for fill storage, provided that a natural vegetative buffer no less than fifteen feet (15') deep shall be provided within and along the perimeter boundary of the fill storage area.~~
 - ~~(5) Lots that abut the designated area of fill storage shall be maintained in their natural state and shall not be cleared until excess fill has been removed and the fill storage site has been graded pursuant to the subdivision plans.~~
 - ~~(6) Lots to be used for fill storage, lots to be maintained in their natural state, and the limits of the perimeter buffer shall be determined by the site plan review committee at the time of subdivision plan review. Preferred locations for fill storage are at the end of cul-de-sacs, remote areas of the development, or areas not readily visible to the public.~~
 - ~~(7) A thirty-foot (30') opening shall be provided per every three hundred feet (300') adjacent to the street right-of-way, as a maximum, to provide access to the fill storage site.~~
 - ~~(8) Silt fences shall be placed around the perimeter of the cleared area and inspected by the city prior to fill being placed on the site.~~
 - ~~(9) Fill material to be stored on the subdivision site shall be limited to the fill excavated on-site. No fill material shall be brought from off-site and stored.~~
 - ~~(10) ——— The maximum side slope of the fill storage stockpile shall be a ratio of four to one (4:1) with adequate drainage to be provided. The maximum height of the stockpile should not exceed six feet (6") above the crown of the road. The stockpile shall be seeded and mulched once all fill to be stored is in place.~~
- ~~(d) Permit issuance/enforcement.~~
- ~~(1) The chief building official may issue a land clearing permit following review and recommendation by the city engineer and landscape architect. The permit shall contain any special conditions or activity restrictions. The permit shall be valid for a period of fourteen (14) days from the date of issuance.~~
 - ~~(2) Following completion of the activity or after fourteen (14) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special master.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Sec. 3-09. - Tree Abuse Enforcement.

- (a) This applies to all zoning districts including existing or proposed properties.
- (b) Tree abuse defined. "Tree abuse" means any one or more of the following:
 - (1) Removal of more than 25 percent of the canopy of a tree; or
 - (2) Topping or hat racking a tree (Includes Crape Myrtles); or
 - (3) Removal of main lateral branches leaving the trunk of the tree in a stub appearance; or
 - (4) Cutting a tree which destroys its natural habit of growth; or
 - (5) Pruning that leaves stubs or results in flush cuts or splintering of limb ends; or
 - (6) Using climbing spikes, nails, or hooks, except for the purpose of total tree removal; or
 - (7) Pruning of live palm fronds which initiate above the horizontal plane.
- (c) Exemptions. No person shall commit tree abuse unless one of the following exemptions applies:
 - (1) The abuse is necessary to alleviate a dangerous condition posing an imminent threat to the public or property. Photographs will be required to document tree(s) condition prior to removal. If photographs are not taken to document condition than it be considered a violation; or
 - (2) The abuse is necessary to prevent service interruptions for franchise utilities; or
 - (3) The abuse is necessary for the transplantation of Cabbage Palms.
- (d) Violations. The city shall issue a Stop Work Order to, or revoke the building permit for, the subject property of any person found in the act of tree abuse, or found to have committed tree abuse in violation of this article. The Stop Work Order shall not be withdrawn or the building permit reinstated until the owner or developer has contributed into the Tree Replacement Fund Account or show a planting receipt of the newly purchased trees. The penalty shall be one hundred and seventy- five dollars (\$175.00) for each inch DBH of the abused tree or plant back the total DBH inches removed with new trees. Seventy-five percent (75%) of these new trees shall be native shade trees. The minimum penalty shall be one-inch DBH contribution for each inch DBH of the abused tree.
- (e) Tree protection during sidewalk and curb repair. Where sidewalk or curb damage due to the growth of tree roots occurs, every effort shall be made to correct the problem without removing or damaging the tree. The Environmental Improvements Officer shall be responsible for developing or approving corrective measures in consultation with the city engineer.
- (f) Review and appeals section. The landscape architect shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Environmental Improvements Officer in the enforcement of this section. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this code.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Amendment Item 12

Topic:

Grading and Filling (existing Section to be deleted) – New Section – Land Alteration Permits

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-10. – Grading and Filling

Item 12 Summary – Landscape Article – Grading and Filling (to be deleted) to Land Alteration Permits (new section)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and Filling.

Topic:

Landscape Article – Delete grading and filling existing section in its entirety and replace with a new section titled land alteration permits.

Section summary:

1. Grading and filling section to be deleted and replaced.

Proposed changes:

1. Grading and filling section to be incorporated into land alteration permit section.
2. Establishment of underbrushing (brush mowing) permits.
3. Clarification that vacant single-family lots can only be cleared with a building permit.
4. Incorporation of grading and filling standards into this section.
5. Clarification that Site Plan Review Committee approved plans requires a site engineering permit.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and filling.

Topic: Delete grading and filling existing section in its entirety and replace with a new section titles land alteration permits.

~~Sec. 3-10. – Grading and filling.~~

~~(a) Generally.~~

- ~~(1) No grading or filling of lands is allowed except in connection with a grade and fill permit or development order for the improvement of said lands. The term "improvement of land" means the development of land with buildings, structures, streets, sewers, waterlines or other facilities, the erection or installation of which requires the issuance of a permit by the city. Grading and filling permits may be issued as follows:
 - a. Pursuant to the subdivision regulations in connection with plat approval;
 - b. Through the issuance of a building permit for improvements on the property; and
 - c. Upon approval of a complete application for a grade and fill permit in accordance with subsection (b) of this section.~~
- ~~(2) The burying of rubbish, logs, lumber, building materials, underbrush, trash or other matter which would decompose or allow the land to thereafter settle is hereby determined to be a change or modification of the grade of land for which no permit shall be issued except as authorized by this Land Development Code.~~

~~(b) Permit application.~~

- ~~(1) Application for a grading and filling permit shall include:
 - a. The name of the owner of the property;
 - b. The name of the person or firm which will perform the work;
 - c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;
 - d. The area to be graded or filled and cubic yard calculations; and
 - e. The specific purpose for the filling or grading activity and type of equipment to be used.~~
- ~~(2) Except for single-family homes and duplexes, the application shall include a statement prepared by a licensed civil engineer or landscape architect certifying that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies.~~
- ~~(3) Any trees to be removed shall be shown on a dimensional drawing. A separate tree removal permit in accordance with the provisions of section 3-03 will also be required.~~

~~(c) Permit issuance.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (1) ~~Except for single-family homes and duplexes or projects to be reviewed by the site plan review committee, the city engineer or designee shall determine if the application as submitted is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment. When the application for grading and filling applies to more than one (1) site, such as a subdivision development, the grading and filling permit shall be approved by the site plan review committee. Upon determination by the city engineer that roads to be constructed within a subdivision will result in excessive fill requirements for the development of the individual lots, the SPRC may authorize the clearing and grading of the lots to ensure stabilization of the grade of the lots within the subdivision. The applicant will be responsible for all tree removal, preservation and mitigation requirements contained within this article and shall include the appropriate plans and details as part of the final plans required for the construction of the subdivision. In situations where large tracts of land will be cleared, the SPRC shall require additional plantings of trees to ensure adequate buffering and screening from adjacent public rights-of-way.~~
- (2) ~~Except where health, safety or public welfare is jeopardized, no grade and fill permits shall be issued in conjunction with the grading and filling of an undeveloped parcel that will require the removal or damage of trees or native vegetation, unless the permit is in connection with a building permit for the improvement of said lands.~~
- (3) ~~For the construction of a single-family home or duplex unit, the chief building official shall review the permit application based on the criteria listed under subsection (c)(1) of this section.~~
- (4) ~~Approved grade and fill permits shall be issued by the chief building official within forty-eight (48) hours of such approval.~~
- (d) ~~*Grading and filling standards.* Any grade or fill activity shall be consistent with the following standards:~~
- (1) ~~All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.~~
- (2) ~~No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.~~
- (3) ~~No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.~~
- (4) ~~Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~(5) No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the landscape architect of the precise time at which the clearing operation will begin.~~

~~(6) The landscape architect, the city engineer or their designees shall be present at the time such operation begins and shall monitor the activity as deemed appropriate.~~

~~(e) Appeal/enforcement.~~

~~(1) Appeals from the determination of the SPRC or city engineer or his/her designee under this section shall be in accordance with procedures described in chapter 1, article II of this Land Development Code.~~

~~(2) Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.~~

~~(3) In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.~~

Sec 3-10. - Land Alteration Permits.

(a) Underbrushing (brush mowing) permits.

(1) Permit required: An underbrushing permit is required for the knocking down of underbrush/overgrowth on existing single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Land Development Code related to protection of wetlands, waterways and other environmentally sensitive areas. Underbrushing on vacant parcels per section 3-03(a)(2) will not be allowed unless the parcel is deemed a nuisance which will be reviewed on a case-by-case basis by the landscape architect.

(2) Underbrushing standards:

- a. No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.
- b. No tree removal other than for nuisance trees may occur per section 1-22.
- c. No fill material shall be allowed.
- d. No activity that results in grading or filling of land is allowed.
- e. If underbrushing is approved for existing single-family or all other existing developments, underbrushing will be allowed for trees 2" inches and less. Equipment allowed for underbrushing will be walk behind such as bush hog, small bobcat or other small rubber tire equipment. Large or heavy equipment will not be allowed. The type of equipment used shall be written on the underbrushing permit.

(3) Permit application.

- a. The applicant shall submit a plan or aerial at a scale of not less than one inch equals one hundred feet (1"= 100'), showing:
 - i. The area to be underbrushed;
 - ii. The approximate location;
 - iii. Size and type of existing trees & palms;
 - iv. Wetland areas, waterbodies and flood hazard zones.
- b. The application shall also include the following:
 - i. A description of the proposed method of clearing;
 - ii. The type of equipment to be used;
 - iii. The purpose for the activity; and
 - iv. The name of the owner of the property and the person or firm performing the work.
- c. Prior to the issuance of the underbrushing permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

(4) Permit issuance/enforcement.

- a. The landscape architect shall review the underbrushing permit and issue the underbrushing permit, provided all applicable conditions are satisfied. The permit may contain any special conditions or activity restrictions. The permit shall be valid for a period of thirty (30) days from the date of issuance.
- b. Following completion of the activity or after thirty (30) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.

(b) Vacant single-family lots.

- (1) Single-family Building Permit Required. All vacant single family lots shall have tree removal and replacement reviewed and approved as part of a single-family residential building permit.
- (2) Survey required: Development of vacant single-family lots shall provide a tree survey of the existing conditions.
- (3) No tree removal or land clearing permit shall be authorized as a stand-alone permit for single-family lots. Land clearing for vacant single-family lots shall only be allowed as part of an approved single-family building permit.
- (4) The approved building permit shall contain the tree requirements for the lot as the part of the building permit and the required trees shall be in place and inspected prior to any Certificate of Occupancy.
- (5) It is the responsibility of the property owner to maintain the lot trees based upon the approved building permit and lot area calculations.

(c) Grading and filling.

- (1) Engineering permit required: No grading or filling of lands is allowed except in connection with an engineering grade and fill permit. For projects that require approval by the Site Plan Review Committee, grading and filling shall be approved as part of the approved site plan and constructed with an engineering permit.
- (2) Engineering grade and fill permit standards:
 - a. All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.
 - b. No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.
 - c. No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.
 - d. Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such

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lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.

- e. No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the site engineering inspector of the time at which the clearing operation will begin.

(3) Permit application. Application for an engineering grading and filling permit shall include:

- a. The name of the owner of the property;
- b. The name of the person or firm which will perform the work;
- c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;
- d. The area to be graded or filled and cubic yard calculations;
- e. The specific purpose for the filling or grading activity and type of equipment to be used; and
- f. The application shall include a statement prepared by a licensed civil engineer certifying, including any required calculations, that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies. For minor projects, the applicant may request in writing that this requirement be waived by the City Engineer.
- g. Prior to the issuance of the engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance. The city engineer shall determine if the application, as submitted, is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment.

(5) Enforcement.

- a. Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.
- b. In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.

(e) Site Plan Review Committee approved plans.

(1) Site engineering permit required. Projects with Site Plan Review Committee (SPRC) approval of a plan submittal shall be required to obtain a site engineering permit in order to perform the approved land clearing, demolition, clear and grading, and landscaping & irrigation plan improvements.

(2) Application submittal requirements:

- a. Completed engineering permit application from a licensed contractor;
- b. Submittal of the approved Site Plan Review Committee plan set;
- c. Cost of site work for the approved site plan.
- d. Prior to the issuance of the site engineering permit, the applicant shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

Amendment Item 13

Topic:

Mining and excavation (Section to be deleted in its entirety)

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-11. – Mining and excavation

Item 13 Summary – Landscape Article – Mining and Excavation (to be deleted)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Topic:

Landscape Article – Delete mining and excavation section.

Section summary:

1. Mining and excavation section to be deleted.

Proposed changes:

1. Mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Topic: Mining and excavation – section to be deleted in its entirety.

~~Sec. 3-11. – Mining and excavation.~~

~~(a) *Generally.* Mining and excavation shall be subject to the requirements of this section.~~

~~(b) *Prohibition of certain mining activities.*~~

- ~~(1) The excavation and mining of lands for the primary purpose of transporting material off-site for use elsewhere is permitted only in the REA district; provided, however, that mining and excavation operations determined to be in the public interest, such as public works, roads and utilities, is permitted in all districts, subject to the requirements of subsection (c) of this section.~~
- ~~(2) Those mining and excavation operations existing at the time of adoption of this Land Development Code may continue subject to such operation continuing in good faith and subject to the condition of any interlocal or legal agreement with the city or other governmental agency.~~
- ~~(3) Other than in conjunction with an approved development order, mining activities which transport materials off-site may be allowed in the REA district by conditional use permit, provided that the applicant can demonstrate that the primary intent of the excavation is directly related to the beneficial use of the property and all requirements of the REA district and this section are complied with.~~

~~(c) *General standards.*~~

- ~~(1) Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation and safety standards.~~
- ~~(2) Prior to the initiation of any mining or excavation activities, a reclamation plan shall be prepared and sealed by a licensed civil engineer and/or landscape architect registered under F.S. ch. 481, part II, and approved by the city.~~
 - ~~a. The plan shall include provisions for revegetation and reclamation.~~
 - ~~b. The plan shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and shall minimize soil erosion by the use of native vegetative buffers. Landscaped buffers shall also be established between the mining activity and adjacent existing and planned future land uses.~~
- ~~(3) The applicant shall secure all necessary permits from the FDEP and SJRWMD.~~
- ~~(4) Any mining or excavation activity that requires dewatering shall meet the following criteria:~~
 - ~~a. Submit proof of permitting from SJRWMD.~~
 - ~~b. Applicant to submit a dewatering plan to be reviewed and approved by the city engineer.~~

Note: Strikethrough text is proposed deleted text and underlined text is proposed text

- ~~e. The discharge shall occur from one (1) cell of the project site to another cell.~~
- ~~d. Off site discharge is prohibited.~~
- ~~e. Discharges shall be conducted in a manner that minimizes or avoids disturbances to wetland and water bodies and shall be consistent with article II of this chapter.~~
- ~~f. The use of erosion and sedimentation containment practices is required.~~
- ~~g. Demonstrate that any areas disturbed during the dewatering process will be restored to approximate predevelopment conditions.~~
- ~~(5) Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be stopped until a preliminary assessment can be made to determine the probability of significant archaeological or paleontological assets.~~
- ~~(6) The fire chief may require dry hydrants to be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate means of water supply for fire protection.~~
- ~~(7) There shall be no commercial excavation of minerals within the Tomoka Marsh Aquatic Preserve.~~
- ~~(8) No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.~~
- ~~(9) Removal of the confining layer of material separating the upper surficial aquifer from the Floridan Aquifer shall be prohibited in the excavation of borrow pits or any other surface excavations for the purpose of disposal or storage of waste. A buffer shall be established above any confining unit or above the aquifer if a confining unit is not present.~~

Amendment Item 14

Topic:

Site Plan Approval Required;
Thresholds

Land Development Code:

Chapter 4, Plan Review and Subdivision,
Article I, Site plan review procedures,
**Section 4-02. - Site plan approval
required; thresholds**

Item 14 Summary – Site plan approval required; thresholds

Land Development Code section:

Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Topic:

Site plan approval required; thresholds.

Section summary:

Section establishes site plan approval requirements and exceptions.

Proposed changes:

1. Spelled out Site Plan Review Committee.
2. Modified land clearing permits to underbrushing.
3. Added site engineering permit as application that implements approved site plans.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Topic: Site plan review process.

Sec. 4-02. Site plan approval required; thresholds.

Site plan review and approval by the Site Plan Review Committee (SPRC) is required for all development applications prior to the issuance of a building permit, site development engineering permit (subdivision), grade and fill permit, business tax receipt or other development-related approvals required under this Land Development Code, except for the following:

- (1) Single-family dwellings, when listed as a permitted use under the district regulations.
- (2) Duplex dwellings on existing, conforming subdivision lots of record when such use is listed as a permitted use under the district regulations.
- (3) Business tax receipt for a use permitted within a zoning district, not subject to special exception requirements, and not located on a nonconforming site.
- (4) Business tax receipt for a use designated as subject to conditional use permit approval, provided that it is similar (as defined in section 2-64) to a previously existing use which has not been abandoned for a period of greater than six (6) months, provided that the use will not substantially increase the nonconformity of a nonconforming site.
- (5) Except as otherwise required under chapter 2, article V of this Land Development Code, interior or minor building alterations and site modifications which do not increase the nonconforming status of a nonconforming site, or which do not transform a site which conforms with all current zoning requirements into a nonconforming site.
- (6) Signs that are consistent with the provisions of chapter 3, article IV of this Land Development Code, except that sign type and locations shall be included as part of the site plan review process.
- (7) ~~Land clearing permits~~ Underbrushing (brush mowing) permits under section 3-0910.
- (8) Tree removal permits under section 3-03 ~~issued by the landscape architect~~.
- (9) Accessory uses permitted by the district regulations when such uses are not affected by the requirements of any Overlay or Planned Development District.
- (10) Fences, walls, relandscaping using similar materials, restriping or other minor site changes that do not materially alter the appearance or function of an existing site, increase the nonconforming status of a site, have an adverse impact on public safety or cause a site to become nonconforming.

Amendment Item 15

Topic:

Existing Section – Restriction on
Release of Permits to be amended to
state Site Engineering Permit
Required for Construction

Land Development Code:

Chapter 4, Plan Review and Subdivision,
Article I, Site plan review procedures,
**Section 4-02. - Site plan approval
required; thresholds**

Item 15 Summary – Restriction on release of permits

Land Development Code section:

Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Topic:

Restriction on release of permits to be deleted and Site engineering permit required for construction to be added.

Section summary:

Section provides restrictions on the release of permits.

Proposed changes:

Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Topic: Modify existing section to detail that a site engineering permit is required.

Sec. 4-07. - ~~Restriction on release of permits~~ Site engineering permit required for construction.

Whenever a site plan approval is required for a development, no development order shall be issued by the ~~chief building official~~ Site Plan Review Committee (SPRC) coordinating liaison and no site development activities, including excavation, clearing or other tree and vegetative removal, shall be allowed prior to final site plan approval, as indicated by the signature endorsement of the SPRC coordinating liaison. Following final approval of a site plan pursuant to procedures established in section 4-05, the applicant may file an application for construction approval ~~as authorized by this article and chapter 1, article II of this Land Development Code, administration and enforcement with a site engineering permit.~~ Site engineering permit applications shall include:

- (a) Completed engineering permit application from a licensed contractor;
- (b) Submittal of the approved Site Plan Review Committee plan set;
- (c) Cost of site work for the approved site plan.
- (d) Prior to the issuance of the site engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

ATTACHMENT 2

Correspondence received

From: Tolland, Lori
Sent: Tuesday, November 19, 2024 11:09 AM
To: Shanahan, Joyce
Cc: Spraker, Steven
Subject: Fw: OB landscaping code
Attachments: [OB Landscape Codes 2024A.docx](#)

Is it possible to include this in the packet or on commission desk when the ordinances changes come to the commission? It is a simple explanation that may help if questions arise.
Thanks

Lori Tolland
City Commissioner, Zone 1
Ormond Beach, FL
Mainstreet Representative

(cell) 386-290-3038

From: Leslie Nixon <lesnixon@att.net>
Sent: Sunday, November 17, 2024 8:03 PM
To: Tolland, Lori
Cc: Melissa Lammers
Subject: OB landscaping code

[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 Lori,

I have attached a document summarizing the 9 principles of FFL and the quote about xeriscaping in Florida. These are on the first page. The second page is a summary of our (local Native Plant/Audubon) position on the

landscaping codes (positive!). Feel free to omit the second page or not, as you see fit.

The plant list is forthcoming. Cara asked for it by Tuesday pm, so it will be done by then.

Thanks for all you do for native plants!

Leslie

Florida-Friendly Landscaping Outlined for the City of Ormond Beach 11/17/24

The 9 Principles (quoted directly from the main FFL website, <https://ffl.ifas.ufl.edu/>)

1. Right Plant, Right Place. *Achieving a healthy, low-maintenance home landscape starts with putting the right plant in the right place. Select plants that match a site's soil, light, water, and climatic conditions.*

2. Water Efficiently. *An efficient irrigation system conserves water and helps to ensure that fertilizer and other pollution doesn't flow into water bodies.*

3. Fertilize Appropriately. *Proper fertilization enhances growth, increases flowering or fruiting, corrects nutritional deficiencies, and enhances the plant's appearance. Improper fertilization can damage plants and the environment.*

4. Mulch. *Mulch helps retain soil moisture, protects plants, and inhibits weed growth. It gives your landscape a neat, uniform appearance and is a great Florida-Friendly choice for hard-to-mow areas and shady spots.*

5. Attract Wildlife. *Select plants with seeds, fruit, foliage, flowers, or berries that provide food. Supply sources of water, such as a rain garden or bird bath.*

6. Manage Yard Pests Responsibly. *To prevent disease and insect outbreaks, select pest-resistant plants and put them in suitable locations. When problems do arise, remove the affected leaves or plant parts, or pick the insects off by hand.*

7. Recycle Yard Waste. *Decomposing organic matter releases nutrients back to the soil in a form that plants can easily use. Using yard waste for composting is a sustainable way of creating organic fertilizer.*

8. Reduce Stormwater Runoff. *Fertilizers, pesticides, debris, and eroded soil carried in stormwater can wreak havoc on our water quality. Florida-Friendly Landscaping™ seeks to retain and use as much of the rainfall and irrigation water that lands on our home landscapes as possible.*

9. Protect the Waterfront. *Florida boasts over 10,000 miles of rivers and streams, about 7,800 lakes, more than 700 freshwater springs, and the U.S.'s second-longest coastline.*

*** Friendly Landscaping does not include xeriscaping. Drought-tolerant is a better term. This is a quote from FFL FAQs, <https://ffl.ifas.ufl.edu/about-ffl/faqs/> .

Is Florida-Friendly Landscaping the same as Xeriscaping?

No, xeriscaping and FFL are very different concepts designed for very different climates. Because Xeriscape was developed for arid climates that receive minimal rainfall, it is inappropriate for our unique Florida climate, which can include extreme wet or dry conditions. Therefore, Florida-Friendly Landscaping™ was designed to emphasize sustainable landscape practices such as adaptable, site-appropriate plants, stormwater filtration, and protection of water quality, as well as water conservation.

We Florida Native Plant Society and Audubon members are not asking or expecting the City of Ormond Beach to plant 100% native plants. Although we feel that Florida's native plants fulfill most FFL principles better than non-natives, we realize that there are some situations where a non-native might be preferred. Overall, we are thrilled about the new requirements for planting Florida natives on government properties in the city.

Leslie Nixon

Melissa Lammers

ATTACHMENT 3

Planning Board meeting
minutes on landscape
update from
November 14, 2024

Mr. Selby responded that the modular home proposed for 136 S. Ridgewood would be built to the exact standards as a block home.

Mr. Jorczak commented that he would be curious to see the home that was built two years ago in the subject area that is on the list of surrounding homes. He added that all homes are not going to look identical and thinks that there should be more flexibility so that it is not a hard no on compatibility questions. He continued that he sees the wisdom in reviewing it and where there might be some room to change. Mr. Scudiero inquired about the percentage of the city's single-family residential in an HOA and Mr. Selby stated that what he is trying to do is in an area where there is not an HOA, where there would be more flexibility.

B. PZ-24-000087, Landscape Article Update, Discussion Item

Ms. Cara Culliver, Landscape Architect, delivered an overview of the landscape code changes that started in August 2024. The draft is on the city website. She continued that in September and October there were meetings with interested parties regarding the changes. Ms. Culliver explained the schedule, today's review, December 12, 2024-back to Planning Board for the LDC amendment, January 21, 2025-for the first reading at the City Commission, and February 4, 2025-for the second reading.

Ms. Culliver highlighted the changes regarding the specimen tree rule, protected and specimen tree mitigation, native requirement, existing developments (new section), and the requirements for canopy roads and the scenic loop and trail. She continued that the specimen rule is rarely met on commercial and multifamily developments. The mitigation of 30 percent will be inline with Volusia County. Mitigating 10 percent of the cross sectional area requirement is minimal for the removal of large specimen/old aged trees. Ms. Culliver added that single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen trees, then mitigation shall be provided to compensate for the loss by replacement and planting a tree or trees equivalent to 15 percent of the cross-sectional area of the specimen tree removed.

Ms. Culliver explained that currently in the code there is no native requirement for shrubs and groundcover and City Commission is interested in incorporating that at least 50 percent of all required shrubs and ground covers be a native species, excluding the Greenbelt and Gateway Preservation District, in-line with Volusia County's requirements.

Ms. Culliver reviewed the new section regarding existing development landscaping and how it applies to existing development for non-residential and multifamily properties, and not single-family lots. She explained the proposed changes in that it applies to existing developments that are reviewed by the SPRC, and who apply for a change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites. The betterment plan was explained.

Ms. Culliver stated that it was requested at a meeting to create an Ormond Scenic Loop & Trail Overlay on N. Beach Street and John Anderson Drive. Staff reached out to Volusia County on it, as they are the governing entity to maintain the roadway and explained that the roadways abut single-family zoning. The roadways are identified in Ormond Beach code as canopy roads, which require tree preservation. Ms. Culliver added that it is proposed to add a requirement for new development adjacent to canopy roads, to be required to plant one native shade tree every 50' lineal feet, no closer than ten feet to the right-of-way (ROW).

Ms. Culliver stated that staff received an e-mail from Ms. Leslie Dixon, which was included in the Board packet. Following review, staff will follow up with Ms. Dixon with feedback.

Board Discussion and Questions

Mr. Jorczak referenced the water consumption issue from exactly how much is drawn for development out of the aquifer and asked if there is anything in the overall flora and fauna that do not require any auxiliary watering, and that rely on nature only. He added that the type of plants preferred are plants that require less water to survive. Ms. Culliver replied that all plants whether native or non-native go through an establishment period and need water. Shrubbery needs seven months to establish. It is in the code that 50 percent of the plant material needs to be drought-tolerant with the proposed addition that 50 percent of plant material is required to be native. All of the codes revolve around water conservation.

Audience Comments

Ms. Leslie Dixon, 864 S. Beach Street, stated that she lives on a block where there is an incongruous house being built. She continued that she is a Volusia County Master Gardener, member of the Florida Native Plant Society, and Audubon. She commented that she has missed the landscape meetings but that one of her compatriots have been attending and she has conversed with her and attended today's meeting in her absence. She explained that they are thrilled about the addition of the requirement for native plants into the landscape code. They feel that there is too much emphases on xeric plants or drought-tolerant plants, rather than native plants. Florida is not a xeric environment. The balance talked about regarding a balance between native and xeric plants does not make sense, according to Ms. Dixon. The University of Florida has checked on the recommendations for xeric plantings and in July 2024 said, "in Florida, landscapes that are designed to conserve natural resources are called Florida- friendly landscaping. The Department of Environmental Protection has continued the use of xeriscaping in statutes and adopted Florida-Friendly landscaping."

Ms. Dixon continued, that in 2023 they said, "xeriscaping and Florida-Friendly landscaping are very different concepts designed for very different climates because xeriscape was developed for arid climates, receiving minimal rainfall and is inappropriate for our unique Florida climate, which can include extreme wet or dry conditions."

Ms. Dixon explained that xeric plants are plants that live in the desert and do not need any rain at all, and in Florida are inundated with rain and the xeric plants will have a hard time living in it. Native plants evolved here over millions of years and are used to the drought and rainfall that is in the state.

Ms. Dixon added that there is a lot of emphases in the code on conserving water. The Florida Friendly landscaping is more than conserving water. She referenced from nine principals that they want to reduce chemicals, fertilizer, insecticides, attract wildlife, reduce stormwater runoff, and protect the waterfront. She stated that native plants fulfill the principals more than non-native plants, because they do not need fertilizer and are used to the dry, sandy and fertile soils and do not need as much insecticides, because of the balance that they have with the insects. Ms. Dixon added that they support wildlife because they are the basis of the food web and evolved with

insects and birds over millions of years. A lot of insects depend on native plants to survive, like pollinators. Migrating birds depend on the native berries for replenishment. Ms. Dixon continued that native plants have more extensive root systems and how it helps them absorb runoff and filter water for the waterways.

Ms. Dixon commented that the native plant palate is not as limited as the code conveys, as there are a lot of available native plants suitable for city properties. She concluded that she is not advocating for 100 percent native plants, and just want them to be emphasized more than just drought-tolerant or xeric plants, as it is better for the environment as well as financially, with the citizens enjoying them more.

Chairman Thomas asked what type of plant his aloe plant is. Ms. Dixon replied that it is a xeric plant and non-native. She confirmed it is bad if there are no bugs on it. He added that his flowers are visited by bees and insects. He said if he wanted xeriscaping, that he would live in Arizona. Chairman Thomas expressed that he favors Florida natural plants.

Mr. Jorczak commented that it makes sense with the plants ability to absorb excess moisture in the time periods when we get excess moisture, just as long as they do not put their roots down 80' into the well water.

It was discussed that even with the excess moisture in Florida, cacti survive, but that it is difficult to get rid of Brazilian pepper trees and bamboo.

Mr. Jake Stehr, 751 Lindenwood Circle, commended city staff for doing a great job with the updates to the landscape plan and giving people the option to voice their opinion and have adjusted sections going through the process. He continued that it is a step in the right direction, encouraging 50 percent native plants. Mr. Stehr referenced mitigation in that there will be some unintended consequences to go through in the developing of vacant single-family lots. How mitigation happens is going to increase the cost of development. He stated that it might complicate some of the lots for residents that historically owned the lots, but how it falls in line with what is seen in the County and neighboring cities.

Mr. Steven Buswell, P.E., Parker Mitchenberg and Associates, 1729 Ridgewood Avenue, Holly Hill, stated that he appreciated all Ms. Culliver has done. He inquired about expansion when doing a single-family lot, with a 12' by 10'-expansion, for example, if it is a one-acre-lot with minimal trees on it, what the requirement would be. With the 1 per 1,500-square-feet of lot area, you would need to plant 29 trees, if no trees existed on-site. He elaborated that it is great for the trees, but excessive. Mr. Buswell asked for consideration of it.

Mr. Buswell referenced slide presentation, regarding the plan for a pine tree that is proposed to be a specimen tree at 18" in size, when currently it is 24". He referenced the mitigation calculations aforementioned and the revision to 30 percent and replacing the 18"-pine tree at 30 percent, equating to a \$33.00 per square inch at \$2500 to mitigate the pine tree which was a resource.

Mr. Buswell touched on encroachment into the dripline of trees and taking the dripline of a 20"-oak tree, it would be applying per the code, 1" for every inch of the trunk. He referenced the method that you can calculate a certain amount of impact and if you stay out of it and need to get back to the rear of the site you do not want to remove the tree or pay to mitigate for it if you do not plan to take it out and it will survive.

Mr. Buswell added that Ms. Leslie is into native plants and commented that as a design it is a struggle to meet the criteria. He said he has done one at the Total Comfort site on U.S. Highway 1, where they have went into the 60 percent xeriscape for native plants without a lot of screening. He referenced other projects where the criteria was not applied, such as the WaWa in the front area where there is not a lot of screening, and the Chipotle shopping center plaza.

Mr. Buswell referenced the aloe plants, desert and xeric plants and commented that they are low water demand plants and he commented that they typically like to use viburnum and Indian Hawthorne, which provide screening. He also referenced juniper for groundcover. He stated that he likes the idea of those, but that it decreases the palate. He referenced azaleas and said that they are thought to be native but are not.

Mr. du Moulin commented on the in-depth process.

Mr. Buswell responded that at the end of the day, you want to be proud of something that looks plush and goes against what you think of a drought-tolerant type of issue, but commented that there are plant materials that are xeric and low-water demand. Once they are established, the usage of water is minimal – good for water conservation. He elaborated more on the statistical surveys, permitting and tree surveys, and how it gets passed on to the end-user, and concluded that he will e-mail Ms. Culliver.

Mr. Jorczak asked what the mitigation requirements are in terms of the structure of it and or the compensation if you have to take down specimen trees, the determination and costs, and how the mitigation is mandated with the other shrubbery and trees that have to be planted and financial compensation information.

Ms. Culliver responded that for new construction, there are mitigation forms for protected and specimen trees. She explained the tree chart guidelines. For protected trees when trees land within impervious areas such as driveways, buildings and sidewalks, you get a break. Credit is received for specimen trees saved. If taking out too many specimen trees and have a deficit, mitigation of those trees is required. She explained the process and calculation in that you take the tree number and divide it by two. When trees land in the landscape area, you do not get a break. The calculation determines what has to be mitigated back. She added that if there is a natural area where small 2” to 5.99” trees are being saved, credit is given. If the site cannot hold the trees, they are donated to the tree fund. It is in the best interest to save as many trees as possible.

C. PZ-24-000084, Comprehensive Plan 2045 Update Review

Mr. Steven Spraker, Planning Director, delivered an overview of the elements being discussed today, Coastal Management, Utilities, and Transportation Elements. The next three elements are placed at the dais, Public School Facilities, Housing, and Capital Improvements Elements.

1. Project Schedule

Mr. Spraker stated that they will all be reviewed again when the matrix will be put back into the Comprehensive Plan format and will provide back to the Board.

Planning Board minutes from November 14, 2024

ITEM:

PZ-2024-87

Land Development Code (LDC)
Amendment
Landscape Update

Recommended for Approval (6-0)

D. PZ-2024-87 – Landscaping Update, Land Development Code Amendment

Ms. Cara Culliver, City Landscape Architect, introduced the Land Development Code amendment. She stated that the Land Development Code amendment seeks to update fifteen (15) sections of the Land Development Code relating to landscaping standards. Ms. Culliver detailed the project schedule including two informational meeting discussion items before the Planning Board and Quality of Life Advisory Board.

Ms. Culliver reviewed the key changes of the landscape updates, including:

☐ Section 1-19, Appeal

Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission.

☐ Section 1-22, Definitions

Definitions modified such a drought-tolerant, exempt trees, and xeric.

☐ Section 3-03, Tree Removal Process

Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

☐ Section 3-04, Tree protection and replacement

Updated tree mitigation based upon current cost of tree replacement. Increased mitigation for removal of specimen trees.

☐ Section 3-05, Landscape and irrigation plan requirements

1. City Commission directive - At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species.
2. 75% native shade trees required.
3. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. Ms. Culliver thanked Ms. Nixon and Ms. Lammers for the feedback on native plant material. She stated that it is important to note this list is a guide only and not an all-inclusive list.

☐ Section 3-07, Existing Development Landscaping (new)

Intent of this Section is to bring properties into compliance to the maximum extent practical as determined by the landscape architect when there is change of use, expand, or enlarge their existing structure, and for upgrading nonconforming sites.

☐ Section 3-09, Tree Abuse (new)

This section seeks to establish standards and requirements for enforcement of tree abuse.

☐ Section 3-10, Land Alteration Permits (new)

Defines permitting for (1) grading & filling, (2) under brushing, (3) single-family lots, and (4) Site Plan Review Committee engineering permits.

☐ Section 3-11, Mining and Excavation

Section proposed to be deleted - mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

❑ Section 4-07, Restriction on Release of Permits

Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

Board Discussion and Questions

Planning Board members expressed appreciation to Ms. Culliver for the amount of work and detail within the Land Development Code amendments.

Mr. Galloway stated that he noted a lot of large specimen oak trees that fell down and were rotten on the inside of the tree. He asked if a developer were to seek to take down a similar tree would they be charged. Ms. Culliver stated if a tree is diseased or severely declining, there is no charge for mitigation. Mr. Galloway stated that he believed the tree were water oaks. Ms. Culliver stated that there is a maintenance aspect of keeping trees in a healthy state.

Mr. Galloway stated he had a specimen tree next to his house and the insurance company required that the tree be removed. Ms. Culliver stated that trees should not be planted close to structures, as occurred in the 1980s.

Mr. Galloway stated tonight we heard concerns regarding clear cutting. He stated that it was the cities that required minimum finished floor elevations above the floodplain. He stated that one can not add fill around existing trees and expect them to live, so how is that situation handled? Ms. Culliver stated that the Land Development Code contains protective measures for these conditions. She provided an example of installing a low knee wall such as what occurred at the Vystar property on West Granada Boulevard. Mr. Galloway stated he was supportive of the knee-wall concept versus filling the entire lot.

Mr. Galloway stated that when the City wants to take down a specimen tree, that tree is removed. He stated that he has to go through a permit process. He stated that the City should have to live with the same rules as a developer or home owner. Ms. Culliver responded that the City is required to comply to the same Land Development Code and used Cassen Park as a recent example. Mr. Galloway stated that this was prior to Ms. Culliver's time with the City.

Audience Comments

Ms. Leslie Nixon, 864 South Beach Street, expressed her appreciation for Ms. Culliver and her work on the landscape update. She stated that she is a member of the Pawpaw chapter of the Florida native plant society and a master gardener. Ms. Nixon stated she is looking forward to the native plant requirements as properties are being built. She looks forward to additional native plants around town and the birds, butterflies, and bees. Ms. Nixon stated that she is looking forward to seeing less flooding as native plants absorb more water than non-native plants.

Mr. Jake Stehr, 751 Lindenwood Circle, Ormond Beach resident and Landscape Architect with Zev Cohen and Associates, commended Ms. Culliver and the City on their work with the landscape update. He explained that every project does have to go through the same process and the City holds themselves to the same standards.

Board Discussion and Questions

Mr. Jorczak remarked that he is impressed by the documentation received on the update. He stated it is admirable for the City to perform the update to protect the environment. He stated that trees are a valuable resource for the environment. Mr. Jorczak expressed appreciation to Ms. Culliver for the landscape update.

Mr. Railsback stated the updates were excellent.

Mr. du Moulin asked what are the enforcement procedures for landscaping. Ms. Culliver reviewed an example with the Lowe's project where they were performing a site modification. She stated that the site's landscaping had declined and with the site modification, a landscape betterment plan was required to bring the property back to the approved landscape plan requirements. Ms. Culliver stated that this procedure is proposed as part of Section 3-07 of the landscape update. Mr. du Moulin expressed his appreciation of the landscape update.

Mr. Jorczak ask if a project installs landscaping as part of their construction and five or six years down the road a lot of that vegetation dies is there an enforcement mechanism to bring back the landscaping originally approved. Mr. Railsback stated that within the City that code enforcement is reactionary based on a complaint. Mr. Railsback stated that the betterment plan is a mechanism to gain compliance as sites perform improvements. Mr. Jorczak asked what about along the rights-of-way. Mr. Railsback stated that someone would need to complain to code enforcement.

Mr. Galloway referred to the Rivergate shopping center and the lack of landscape maintenance. He inquired to how to gain compliance on sites such as these. Mr. Spraker stated that an individual would need to make a code enforcement compliant to trigger a code enforcement review. He stated that if there was an improvement, such as additional square footage, that could allow the landscape architect to require a betterment plan with the landscape update in Section 3-07.

Mr. Galloway stated that someone has to use their name in order to file a complaint. He asked why can't the City look at sites that are deficient and start code enforcement actions. Mr. Spraker stated that this a policy decision outside the scope of this Land Development Code amendment. He continued that these Land Development Code amendments provide the best opportunity for City staff to bring up sites when an improvement is proposed.

Vice Chair Shull stated she wanted to thank Ms. Nixon for her input in the process and being here tonight. She stated that she learned the difference between xeric and native.

Board Recommendation

Vice Chair Shull entertained a motion.

Mr. Railsback motioned to approve PZ-2024-87 – Landscaping Update, Land Development Code Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-XX

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19. - APPEALS, CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22. - DEFINITIONS OF TERMS AND WORDS, CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35. - PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES, CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73. - GREENBELT AND GATEWAY PRESERVATION DISTRICTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03. - TREE REMOVAL PROCESS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04. - TREE PROTECTION AND REPLACEMENT, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05. - LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06. - BUFFER AREA REQUIREMENTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07. - RESERVED, PROPOSED TO BE AMENDED TO EXISTING DEVELOPMENTS LANDSCAPING, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08. - MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-09. - LAND CLEARING TO BE DELETED AND TREE ABUSE SECTION CREATED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-10. - GRADING AND FILLING TO BE DELETED AND LAND ALTERATION PERMITS SECTION CREATED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-11. - MINING AND EXCAVATION TO BE DELETED, CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02. - SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07. - RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; 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 to consider an administrative application to update the landscape standards in the Land Development Code. The following Land Development Code sections are proposed to be amended: (1) Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, (2) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, (3) Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, (4) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, (5) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, (6) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, (7) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, (8) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, (9) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, (10) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, (11) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, (12) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, (13) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, (14) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.-Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

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;

Businesses are required to install and maintain landscaping on their properties. Failure to maintain existing landscaping can result in a replacement of landscaping material.

- 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 update landscaping standards.

- 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 updating landscaping standards.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

Commercial businesses are required to maintain on-site landscaping. Failure to comply to the adopted landscape plan may require replacement plantings.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 8.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-09
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Little Tomoka Village, Fifth Amendment to Hunter's Ridge Development of Regional Impact		
Summary:	This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owner, Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021 for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan to: 1. Remove two parcels of real property, totaling 30.46± acres, from the Hunter's Ridge Development of Regional Impact Master Development Plan located north of Old Tomoka Road from West Granada Boulevard to the FPL Easement (Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011); 2. Remove the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and no right-of-way to connect to West Granada Boulevard; and 3. Combine Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development area and forego the allowed 50 multi-family units, including patio, cluster or townhouse units within the Hunter's Ridge Development of Regional Impact. The Planned Residential Development known as "Little Tomoka Village" seeks to allow the construction of a residential subdivision of 31 single-family lots and associated site improvements and the construction of a house of worship and associated site improvements. The project would require three separate Ordinances:		

	1. Fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan – this action would allow the 30.46+ acres to be removed from the Hunter's Ridge Development of Regional Impact and combined with the Little Tomoka Village project. 2. Zoning Map Amendment – this action seeks to rezone the entire 50.14 acres to Planned Residential Development. 3. Issuance of a Development Order – this action seeks a development order to allow the development of 31 residential lots and a house of worship under certain conditions. The Hunter's Ridge Development of Regional Impact was approved in 1991 and there have been a total of four amendments. Two parcels of the overall development, Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011, are located within the Hunter's Ridge Development of Regional Impact and are authorized for 50 multi-family lots. The two parcels also show the extension of Hunter's Ridge Boulevard through the property. There are two issues with the extension of Hunter's Ridge Boulevard. The first is that any extension would need to cross the Little Tomoka River and would have substantial environmental impacts. A second issue is that there is a parcel between the Hunter's Ridge Boulevard parcel and West Granada Boulevard with no dedicated right-of-way to allow a roadway connection. The Little Tomoka Village project has combined multiple parcels and seeks 31 single-family lots and the house of worship instead of the 50 multi-family lots and additional entitlements for the land area south of Old Tomoka Road.
Financial Impact:	None
Citizen Impact:	Individuals at the Planning Board public hearing provided input on the proposed Little Tomoka Village development and the minutes are attached as part of the agenda packet. Additional input is provided in the Planning Board packet section of the neighborhood meeting summary.
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended that the City Commission APPROVE the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan to: 1. Remove two parcels of real property, totaling 30.46+ acres, from the Hunter's Ridge Development of Regional Impact Master Development Plan located north of Old Tomoka Road from West Granada Boulevard to the FPL Easement (Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011);

	2. Remove the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and no right-of-way to connect to West Granada Boulevard; and 3. Combine Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development area and forego the allowed 50 multi-family units, including patio, cluster or townhouse units within the Hunter's Ridge Development of Regional Impact.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-09 Hunters Ridge DRI, 5th Amendment (P25-0006G) 2. Hunter's Ridge DRI, 5th Amendment DO 3. Exhibit A legal description, 5th Amendment HR DRI. 4. Exhibit B, Removal of HR Boulevard, 5th Amendment HR DRI 5. Staff Report 6. HR DRI Amendment Attachment 7. Ordinance BIE, LTV, 5th HRDRI Amendment	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/16/2025 1/16/2025 1/16/2025

ORDINANCE NO. 2025-09

AN ORDINANCE APPROVING AND AUTHORIZING A FIFTH AMENDMENT TO THE AMENDED FINAL ORDER FOR THE “HUNTER’S RIDGE” DEVELOPMENT OF REGIONAL IMPACT TO REMOVE TWO PARCELS OF REAL PROPERTY TOTALING 30.46+ ACRES (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 4127-00-00-0011 AND 4127-00-00-0015), INCLUDING THE REMOVAL AND TERMINATION OF DEVELOPMENT ENTITLEMENTS PERTAINING TO THE SAID PARCELS, INCLUDING THE RIGHT TO EXTEND HUNTER’S RIDGE BOULEVARD WITHIN THE SAID PARCELS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021 (“Property Owner”) is the owner of two parcels of real property (“Property”) totaling 30.46± acres located north of Old Tomoka Road, from West Granada Boulevard to the FPL easement (Volusia County Property Appraiser Parcel numbers: 4127-00-00-0011 and 4127-00-00-0015), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein, and

WHEREAS, Leeds Holdings/Southeast, Inc., and the Property Owner have entered into a contract for purchase/sale of the Property, and

WHEREAS, Leeds Holdings/Southeast, Inc., (“Applicant”), with the consent of the Property Owner, has submitted an application to the city seeking approval of a zoning map

amendment and the issuance of a development order for a Planned Residential Development (PRD) to be known as “Little Tomoka Village” consisting of 31 residential lots, a lot for a house of worship consisting of 3,278± square feet, and a 10,000 square-foot amenities building (“Project”), on approximately 50.14 acres to be located north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023), and

WHEREAS, parcel 4127-00-00-0011 and parcel 4127-00-00-0015 are located within the Hunter’s Ridge Development of Regional Impact, and said parcels are proposed to be incorporated into the Project. The inclusion of the two parcels into the Project will require an amendment to the Hunter’s Ridge Development of Regional Impact (DRI) to remove them from the conditions of the DRI, and

WHEREAS, the Applicant, with the consent of the Property Owner, has initiated this Ordinance for the issuance of a Fifth Amendment to the Amended Final Order for the Hunter’s Ridge Development of Regional Impact to remove parcel 4127-00-00-0011 and parcel 4127-00-00-0015 from the Hunter’s Ridge DRI in order to incorporate the two parcels into the Project, and

WHEREAS, it is necessary to amend the Hunter’s Ridge DRI to remove the extension of Hunter’s Ridge Boulevard as a roadway or right-of-way connection to Little Tomoka Village or West Granada Boulevard due to adverse environmental impacts to the Little Tomoka River

and associated wetlands that a roadway/right-of-way extension would cause. The removal of the Hunter's Ridge Boulevard extension is described and depicted in Exhibit "B" attached hereto and incorporated herein by reference, and

WHEREAS, On May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development approval for the "Hunter's Ridge" Development of Regional Impact, and

WHEREAS, a "Notice of Adoption of Development Order pursuant to, Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696, at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on April 7, 1992, the City Commission approved and authorized the execution of a First Amendment to the Amended Final Order which First Amendment was recorded on April 20, 1992, in Official Records Book 3739, at Pages 1898 through 1913, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on November 18, 1997, the City Commission approved and authorized the execution of a Second Amendment to the Amended Final Order which Second Amendment was recorded on December 4, 1997, in Official Records Book 4257, at Pages 2954 through 2962, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on November 18, 2003, the City Commission approved and authorized the execution of a Third Amendment to the Amended Final Order which Third

Amendment was recorded on November 24, 2003, in Official Records Book 5212, at Pages 2589 through 2603, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on June 4, 2019, the City Commission approved and authorized the execution of a Fourth Amendment to the Amended Final Order which Fourth Amendment was recorded on June 13, 2019, in Official Records Book 7707, at Pages 16 through 27, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing on December 12, 2024, as required by Chapter 1, Article II, Section 1-15(d), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(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; 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 Fifth Amendment to Amended Final Order for the Hunter's

Ridge Development of Regional Impact Master Development Plan Development Order, that there is competent substantial evidence to support the following:

- (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 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; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. Parcel 4127-00-00-0011 and parcel 4127-00-00-0015 located within and subject to the conditions of the Hunter's Ridge Development of Regional Impact are hereby removed from the conditions and entitlements of the said DRI, and shall no longer be part of the said DRI. Specifically, (1) the two parcels shall no longer be entitled to multi-family development entitlements consisting of 50 multi-family units, including patio and cluster or town-house units; and (2) the authority to extend Hunter's Ridge Boulevard through the said parcels is terminated.

SECTION THREE. A Fifth Amendment to the Amended Final Order for the Hunter's Ridge DRI Master Development Order is hereby approved as provided herein. The Mayor and the City Manager are authorized and directed to execute and issue the attached Fifth Amendment to Amended Final Order for the Hunter's Ridge Development of Regional Impact Master Development Plan Development Order.

SECTION FOUR. Except as otherwise amended hereby, the Amended Final Order for the Hunter's Ridge Development of Regional Impact Master Plan Development Order and all subsequent amendments be and the same are hereby ratified, confirmed and continued in full force and effect and shall at all times be strictly complied with.

SECTION FIVE. The City Clerk is hereby directed to record a certified copy of this Ordinance and the original executed Fifth Amendment to the Amended Final Order for the Hunter's Ridge Development of Regional Impact Master Plan Development Order in the public records of Volusia County, Florida.

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 21st day of January, 2025.

PASSED UPON at the second and final reading of the City Commission this 4th
day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Leeds Holdings/Southeast, Inc. a Florida Profit Corporation,
with the authorization of the Property Owner

Property Owner: Glen Fishman, as Trustee of the Little Tomoka Land Trust
dated January 26, 2021

Application No. PZ-2024-068

Project Name: Fifth Amendment to Amended Final Order “Hunter’s
Ridge” Development of Regional Impact Master
Development Plan

Parcel ID No.: 4127-00-00-0011 and 4127-00-00-0015

**FIFTH AMENDMENT TO AMENDED FINAL ORDER
“HUNTER’S RIDGE”
DEVELOPMENT OF REGIONAL IMPACT
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 January 21, 2025 and February 4, 2025, and the City Commission having considered those items as required by Section 1-18(d) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The 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 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 Leeds Holdings/Southeast, Inc. a Florida Profit Corporation (“Applicant”), with the authorization of the Property Owner, Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021 (“Property Owner”) for a Fifth Amendment to the Amended Final Order for the “Hunter’s Ridge” Development of Regional Impact to remove from the DRI Master Development Plan parcel 4127-00-00-0011 and parcel 4127-00-00-0015 in order to allow the said parcels to be incorporated into the “Little Tomoka Village” Planned Residential Development, is hereby approved, subject to the following conditions:

1. Parcel 4127-00-00-0011 and parcel 4127-00-00-0015 shall no longer be entitled to multi-family development entitlements under the Hunter’s Ridge DRI consisting of 50 multi-family units, including patio and cluster or town-house units.

2. Subparagraph 12.2 of the Special Conditions of the Hunter's Ridge DRI is hereby amended to read as follows:

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single-family units ~~and 50 multi-family units including, but not limited to patio, cluster or townhouse units.~~ Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single-family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

3. In addition, Hunter's Ridge Boulevard shall not be extended as a roadway or right-of-way connection to or through the said parcels or West Granada Boulevard.

B. Except as otherwise amended hereby, the Amended Final Order be and the same is hereby ratified, confirmed and continued in full force and effect.

C. This Fifth Amendment to the Amended Final Order for the "Hunter's Ridge" Development of Regional Impact Master Development Plan shall be recorded in the public records of Volusia County, Florida, at the expense of the Applicant and shall be binding upon the Applicant and Property Owner, and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated by reference. (Volusia County Property Appraiser Parcel numbers 4127-00-00-0011 and 4127-00-00-0015).

[Remainder of page intentionally left blank]

ORDERED this 4th day of February, 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"

LEGAL DESCRIPTION (from Landgard LLC Survey)

PARCEL A (NORTH PARCEL) DESCRIPTION:

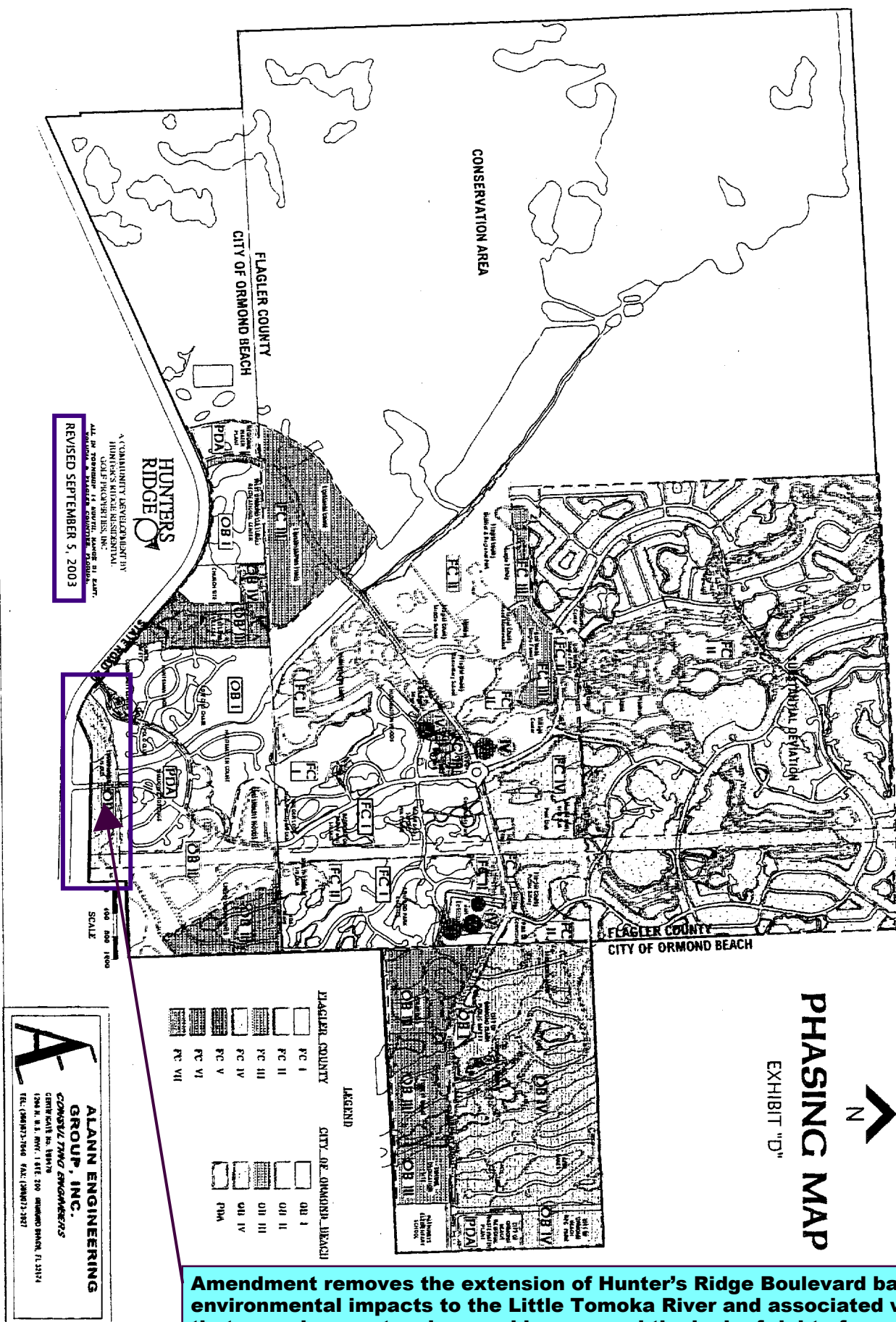
A PORTION OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION, PER OFFICIAL RECORDS BOOK 43, PAGE 77 THROUGH 81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 205, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY "PARCEL 8", THE CENTERLINE OF OLD TOMOKA ROAD, LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3208, PAGE 331, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF HUNTER'S RIDGE BOULEVARD, AN 80 FOOT RIGHT OF WAY AND THE SOUTHERLY LINE OF AFORESAID SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY LINE, SOUTH 83°49'31" EAST, A DISTANCE OF 419.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 76°59'46" EAST, A DISTANCE OF 800.00 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°59'50" EAST, A DISTANCE OF 390.14 FEET TO THE INTERSECTION WITH THE AFORESAID CENTERLINE OF OLD TOMOKA ROAD; THENCE ALONG SAID CENTERLINE THE NEXT 3 COURSES, NORTH 87°48'50" WEST, A DISTANCE OF 1790.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 26°57'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 195.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°14'09" WEST, A DISTANCE OF 429.76 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 14°47'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 475.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.99 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°39'23" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°39'23" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 430.00 FEET; THENCE SOUTH 83°49'46" EAST, A DISTANCE OF 60.29 FEET TO THE POINT OF BEGINNING. CONTAINING 30.46 ACRES MORE OR LESS.

LOCATION MAP



PARCEL ID:	4127-00-00-0011 and 4127-00-00-0015
OWNER:	GLEN FISHMAN, AS TRUSTEE OF THE LITTLE TOMOKA LAND TRUST DATED JANUARY 26, 2021
APPLICANT:	LEEDS HOLDINGS SOUTHEAST, INC., A FLORIDA PROFIT CORPORATION



Amendment removes the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and the lack of right-of-way to connect to West Granada Boulevard.

HUNTER'S RIDGE
REVISED JUNE 4, 2019

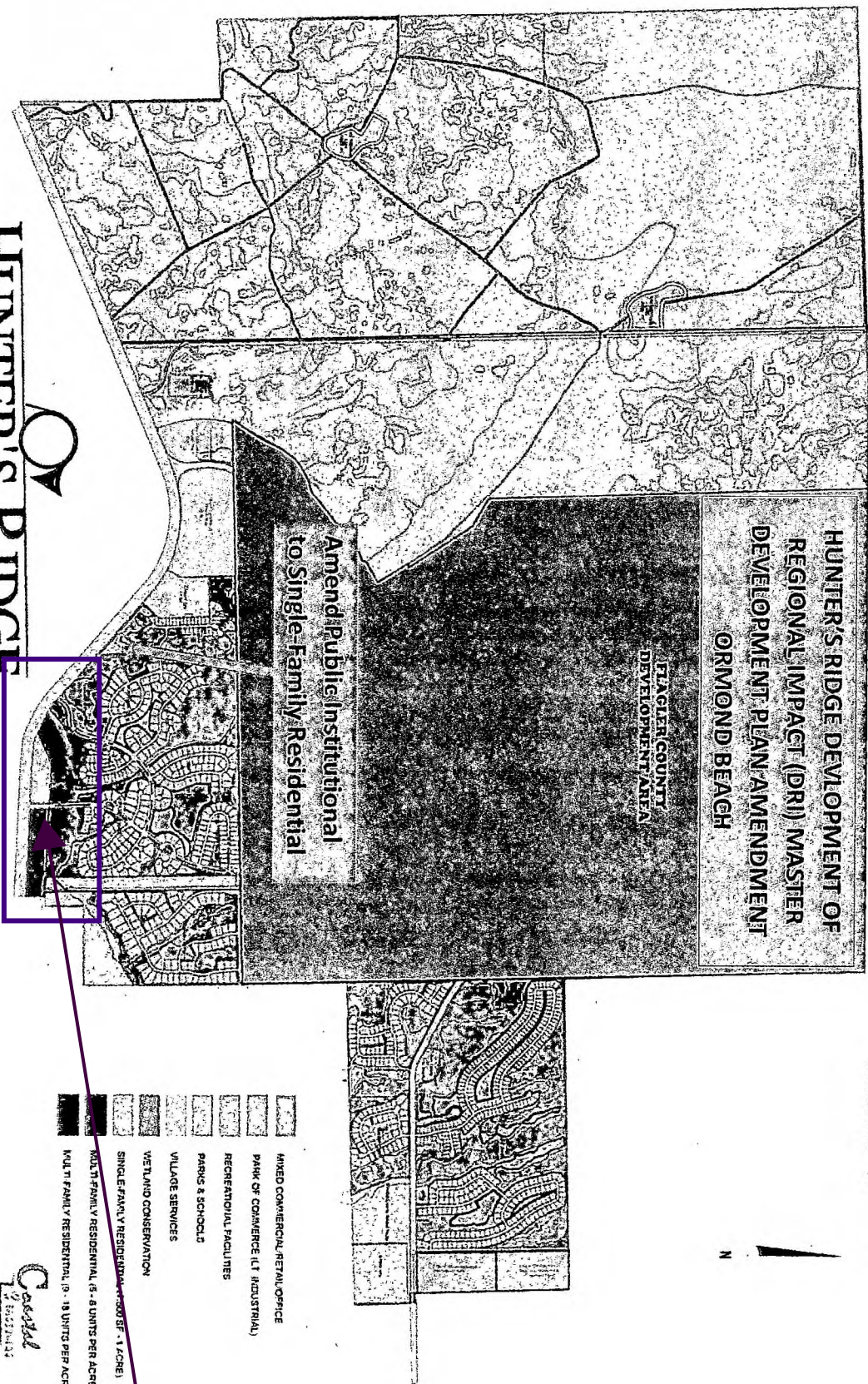


EXHIBIT "B"

Amendment removes the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and the lack of right-of-way to connect to West Granada Boulevard.

The staff report for this agenda item is included in the agenda item Little Tomoka Village, Planned Residential Development, Issuance of a Development Order, Ordinance 2025-11

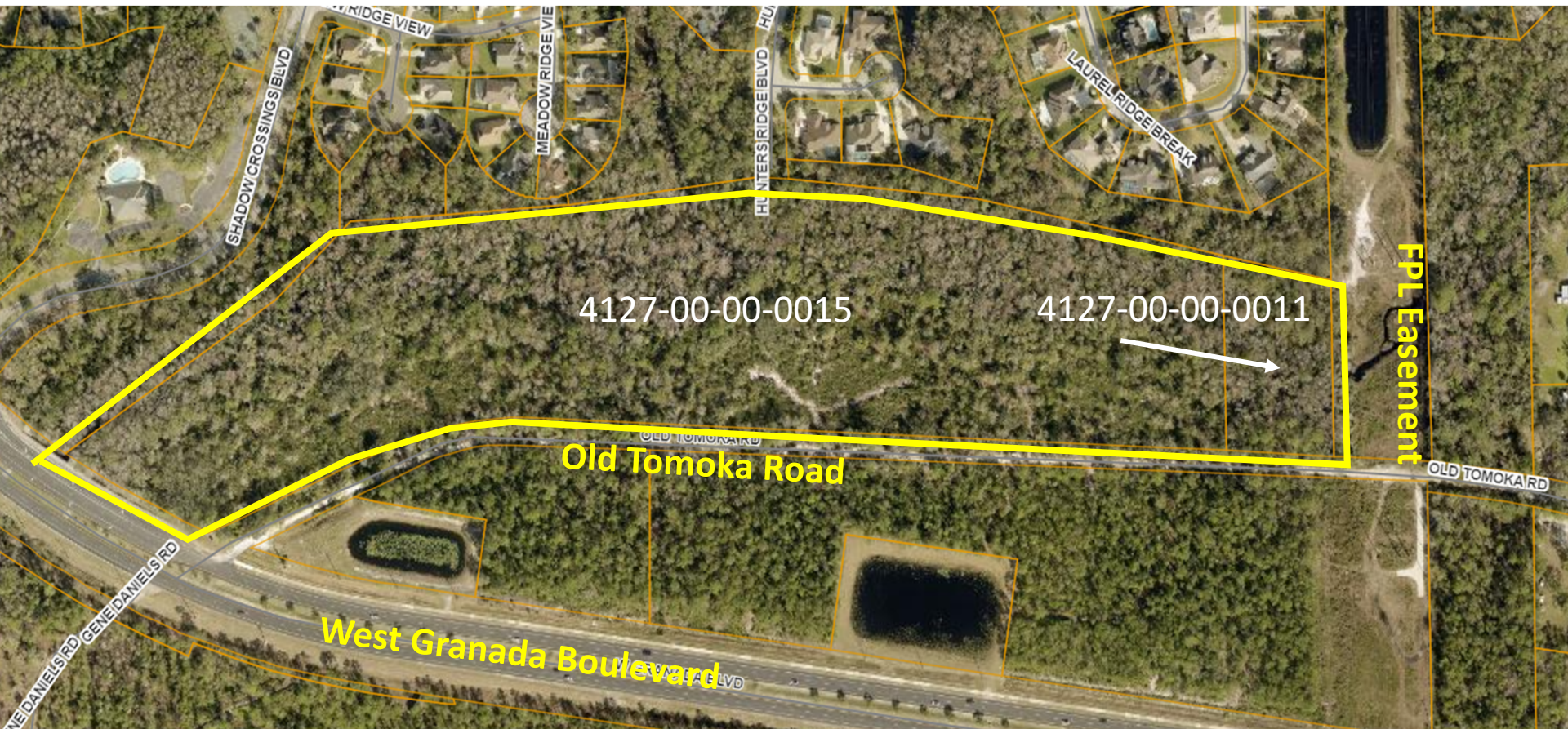
Fifth Amendment to the Hunter's Ridge Development of Regional Impact

- 1. Remove two parcels of real property, totaling 30.46+ acres, from the Hunter's Ridge Development of Regional Impact Master Development Plan. The parcels are located north of Old Tomoka Road from West Granada Boulevard to the FPL Easement (Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011);**
- 2. Remove the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and there is no right-of-way established to connect to West Granada Boulevard; and**
- 3. Combine Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development area and forego the allowed 50 multi-family units, including patio, cluster or townhouse units within the Hunter's Ridge Development of Regional Impact.**

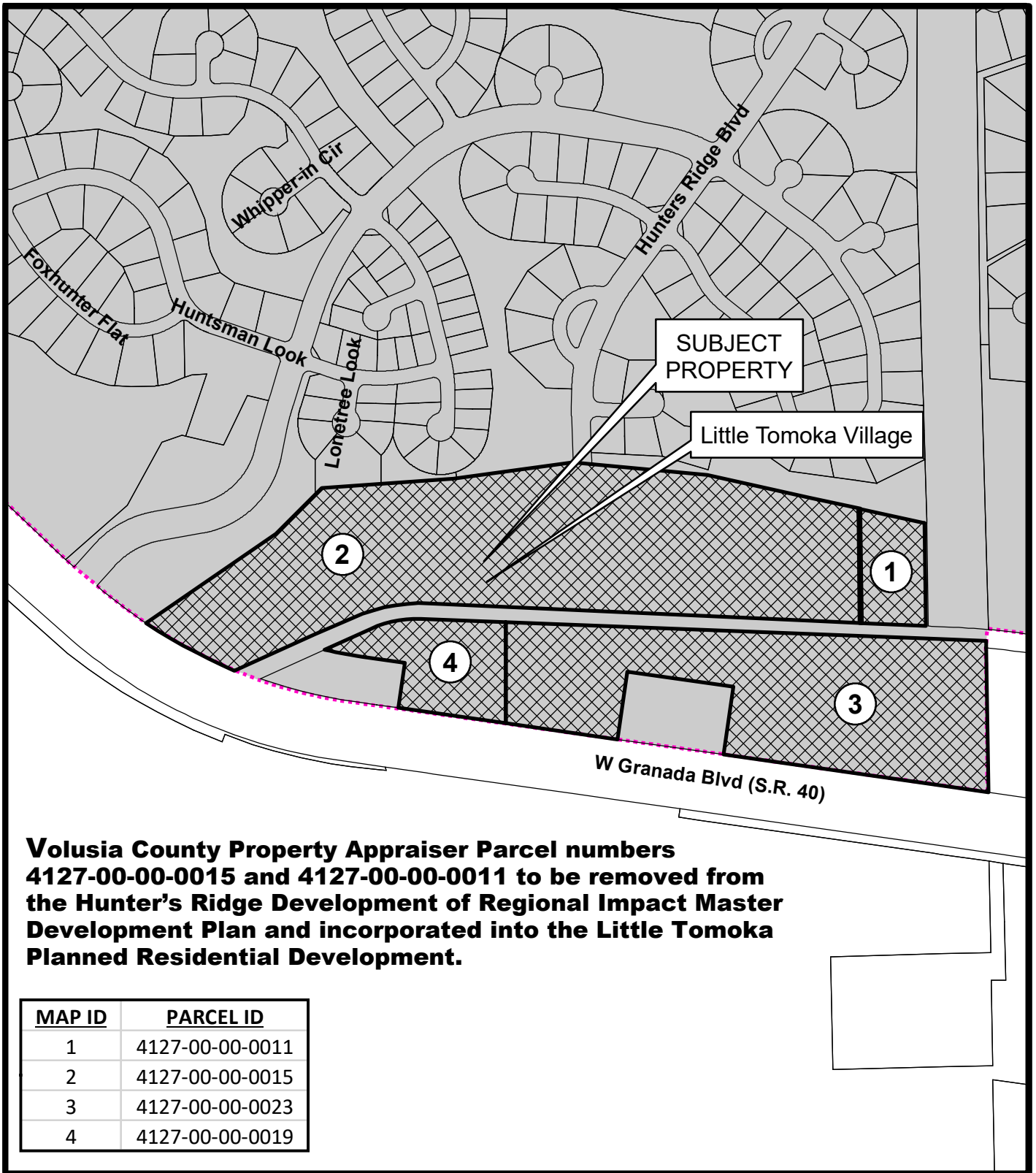
Fifth Amendment to the Hunter's Ridge Development of Regional Impact

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Two parcels to be removed from the Hunter's Ridge Development of Regional Impact Master Development Plan and incorporated into the Little Tomoka Planned Residential Development Volusia

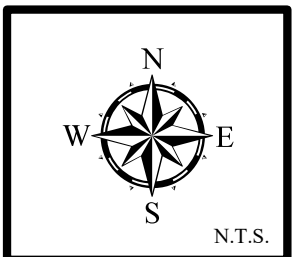


Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011



PARCEL MAP
LITTLE TOMOKA VILLAGE

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024



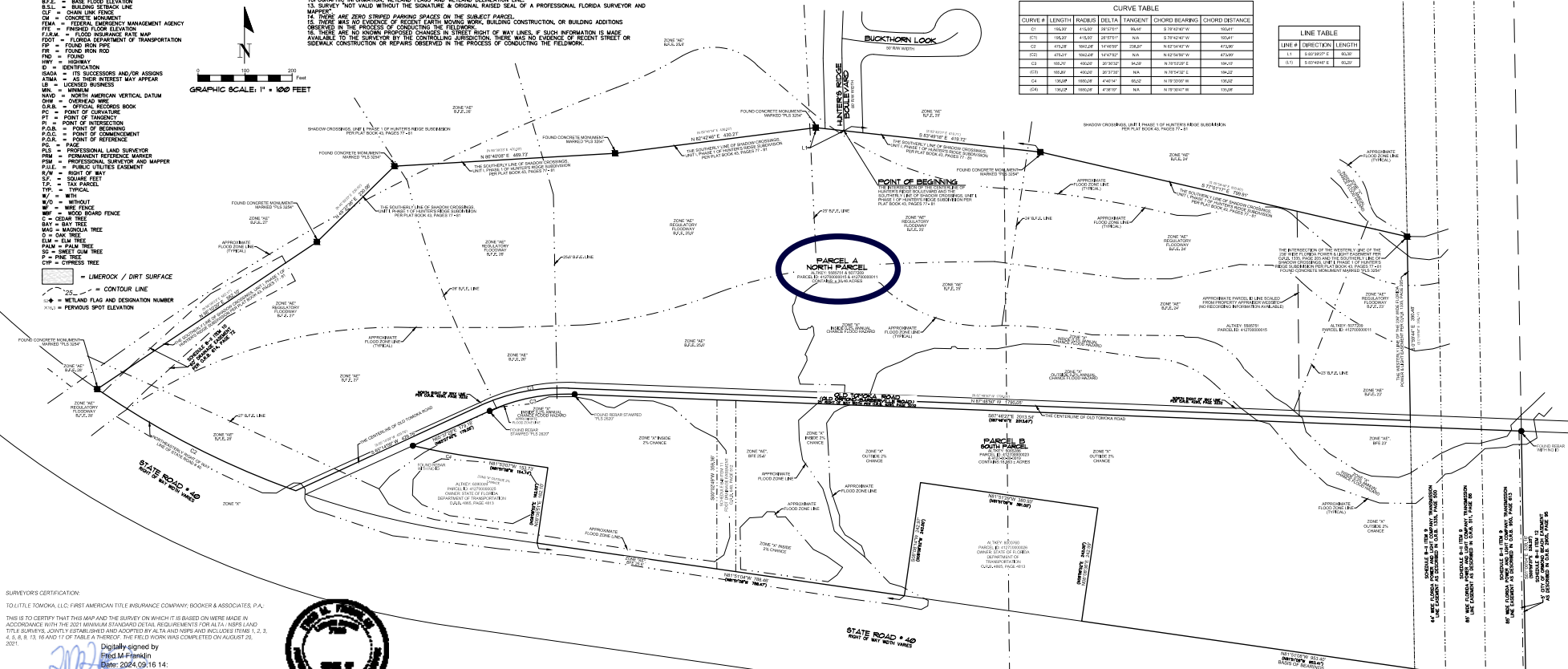
VICINITY MAP
NOT TO SCALE

SUBJECT PARCELS

[illegible]

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
(C1)	165.29	1418.57	29°37'31"	86.51	2°32'02" W	90.41
(C2)	158.27	1435.7	N/A	N/A	2°32'02" W	90.41
(C3)	473.28	1942.29	1°14°39'30"	238.37	6°25'40" W	473.99
(C4)	473.27	1942.29	1°14°39'30"	N/A	N/A	473.99
(C5)	168.29	930.67	30°30'32"	36.08	8°19'33" E	168.11
(C6)	158.27	930.67	30°30'32"	N/A	N/A	168.11
(C7)	130.67	1060.49	4°10'14"	65.02	10°37'30" E	130.62
(C8)	130.67	1060.49	4°10'14"	N/A	N/A	130.62

LINE #	DIRECTION	LENGTH
L1	S 82° 22' 27" E	90.20'
(L1)	S 82° 42' 46" E	90.20'



SURVEYORS CERTIFICATION:
TO TITLETOMAKA, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY, BOOKER & ASSOCIATES, P.A.
THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED ON WHICH IT IS BASED ON WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DEED REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 4, 5, 6, 8, 13, 16 AND 17 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 20, 2021.

Digitally signed by
Fred M Franklin
Date: 2024.09.16 14:52:01 CDT

The seal of the Federal Bureau of Investigation (FBI) is located in the top right corner of the document. It features a circular design with the words "FEDERAL BUREAU OF INVESTIGATION" and "DEPARTMENT OF JUSTICE" around the perimeter, and a central shield with various symbols.

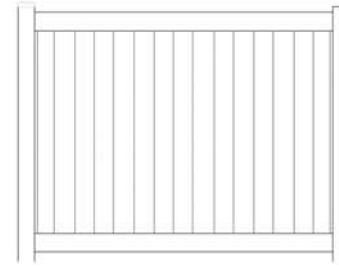
[illegible][illegible]

Proposed site development plan incorporating parcels Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development plan

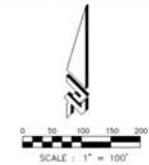
AREAS		
DEVELOPMENT AREA	16.60 AC	33.11%
TREE PRESERVATION AREA	5.74 AC	11.45%
REQUIRED TREE PRESERVATION AREA (20% OF DEVELOPMENT AREA INCLUDING TREE PRESERVATION AREA)	5.74 AC	
OPEN SPACE REMAINING	6.50 AC	12.97%
WETLAND AREA TO REMAIN	15.33 AC	30.57%
UPLAND BUFFER TO REMAIN	3.12 AC	6.22%
FPL EASEMENT	2.85 AC	5.68%
TOTAL PD AREA	50.14 AC	100%
OPEN SPACE PROPOSED	17.54 AC	34.98%

60 SF OF OUTDOOR RECREATIONAL AREA REQUIRED PER EACH DWELLING UNIT.
 31 UNITS X 60 SF = 1,860 SF REQUIRED.
 PROPOSED OUTDOOR RECREATIONAL AREA = 1,900 SF

30 SF OF INDOOR RECREATIONAL AREA REQUIRED PER EACH DWELLING UNIT.
 31 UNITS X 30 SF = 930 SF REQUIRED.
 PROPOSED INDOOR RECREATIONAL FLOOR SPACE PROVIDED WITHIN THE COMMUNITY BUILDING ADJACENT TO THE CHURCH BUILDING = 10,000 SF

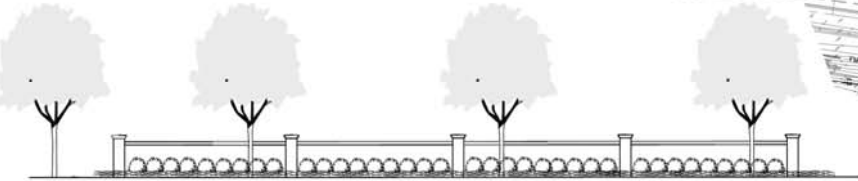
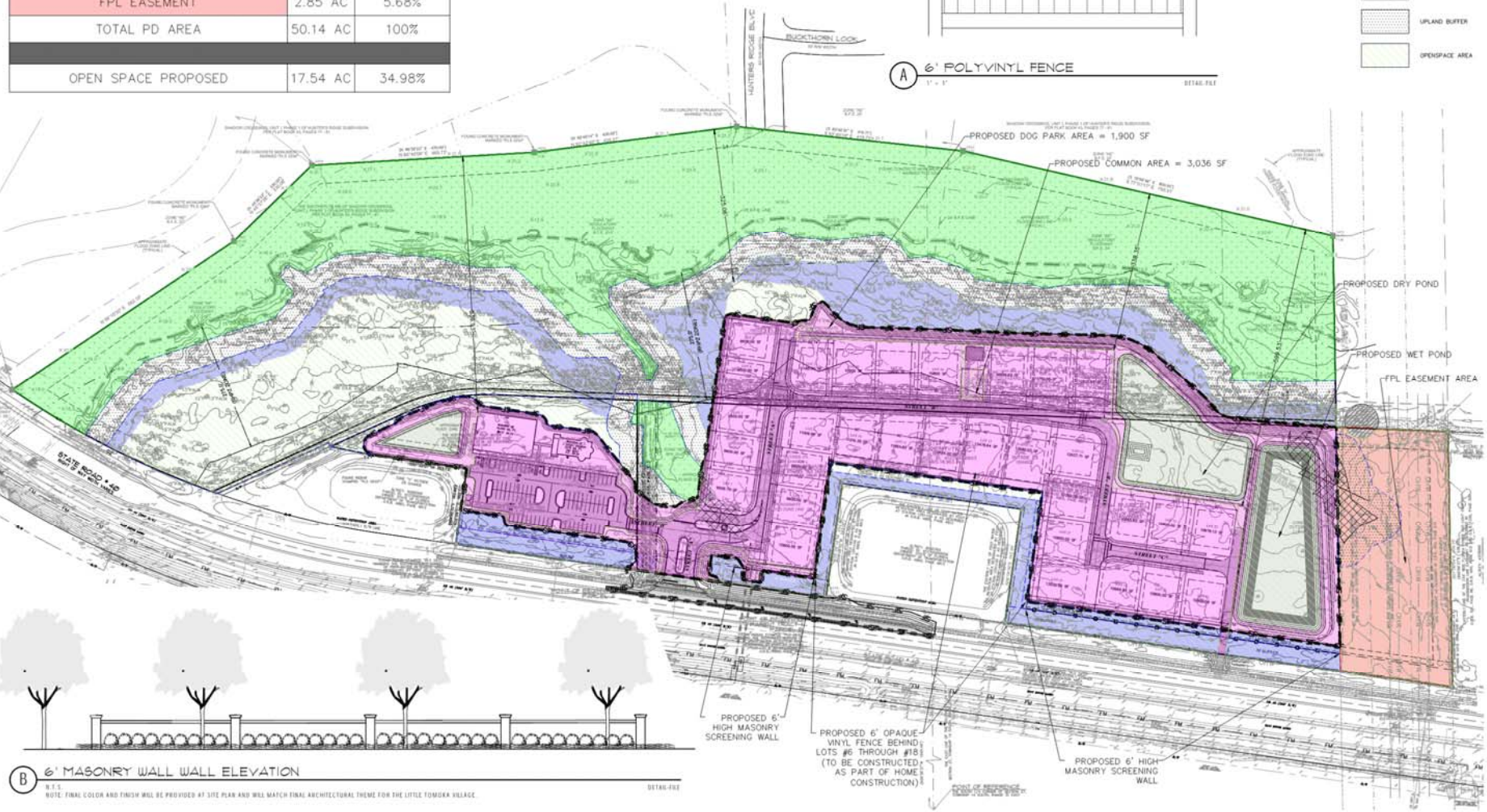


A 6' POLYVINYL FENCE
 1" = 1'



LEGEND:

- EXISTING WETLANDS
- UPLAND BUFFER
- OPENSPACE AREA



B 6' MASONRY WALL WALL ELEVATION

NOTE: FINAL COLOR AND FINISH WILL BE PROVIDED AT SITE PLAN AND WILL MATCH FINAL ARCHITECTURAL THEME FOR THE LITTLE TOMOKA VILLAGE.

DETAIL-F1



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

LITTLE TOMOKA VILLAGE PLANNED DEVELOPMENT (PD) OPEN SPACE PLAN

PROJECT NO. 22-0039
 DESIGNED BY: HJMA
 DRAFTED BY: JIM
 CHECKED BY: JIM

DRAWING FILE: 22-0039-00P
 ANSPL: 2217-BASE.DWG
 DATE: 2023-04-10

1/8" = 1'-0" (VERTICAL)
 1" = 100'-0" (HORIZONTAL)
 SHEET PD3 OF 8

Fifth Amendment to the Hunter's Ridge Development of Regional Impact

- 2. Remove the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and there is no right-of-way established to connect to West Granada Boulevard; and**

EXHIBIT "C" REVISED

LEGEND

-  VILLAGE RETAIL OFFICE
-  VILLAGE OFFICE
-  PARK OF COMMERCE (LT. INDUST.)
-  RECREATIONAL FACILITIES
-  PARKS & SCHOOLS
-  VILLAGE SERVICES
-  WETLAND CONSERVATION
-  SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
-  MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
-  MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



CONSERVATION
AREA

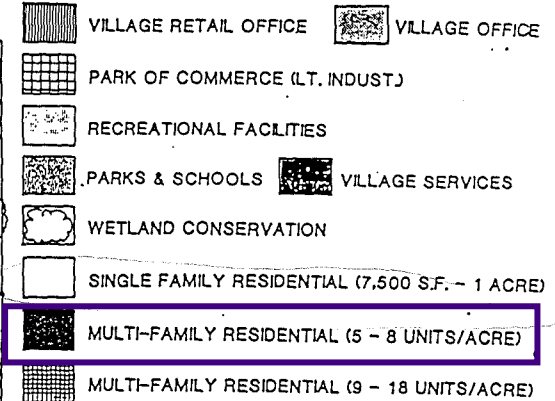
CONSERVATION AREA

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

3001
3739 1910
VOLUSIA CO., FL
Best Available Copy

LEGEND



Page 1272 of 1683



PHASING MAP

EXHIBIT "D"

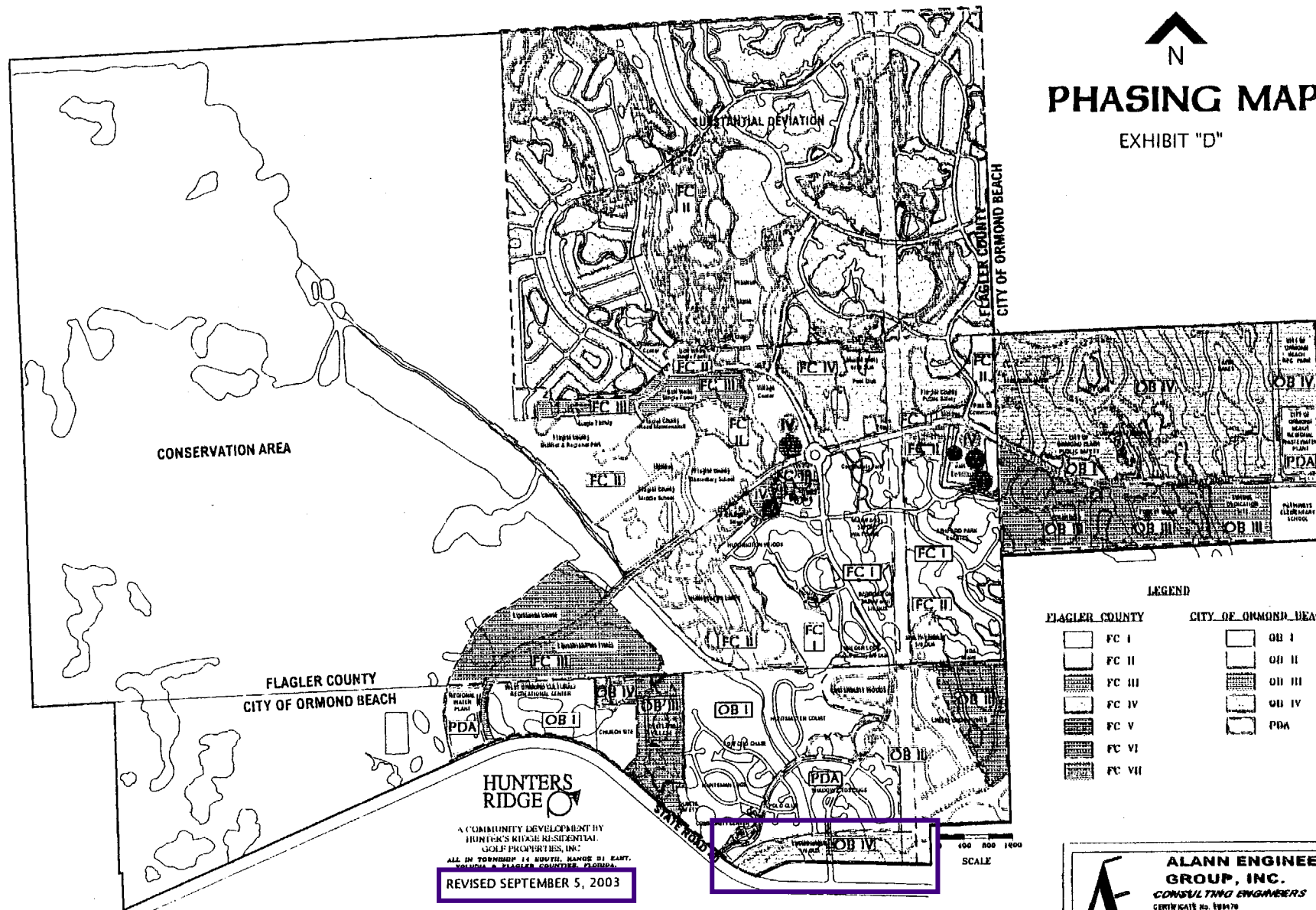
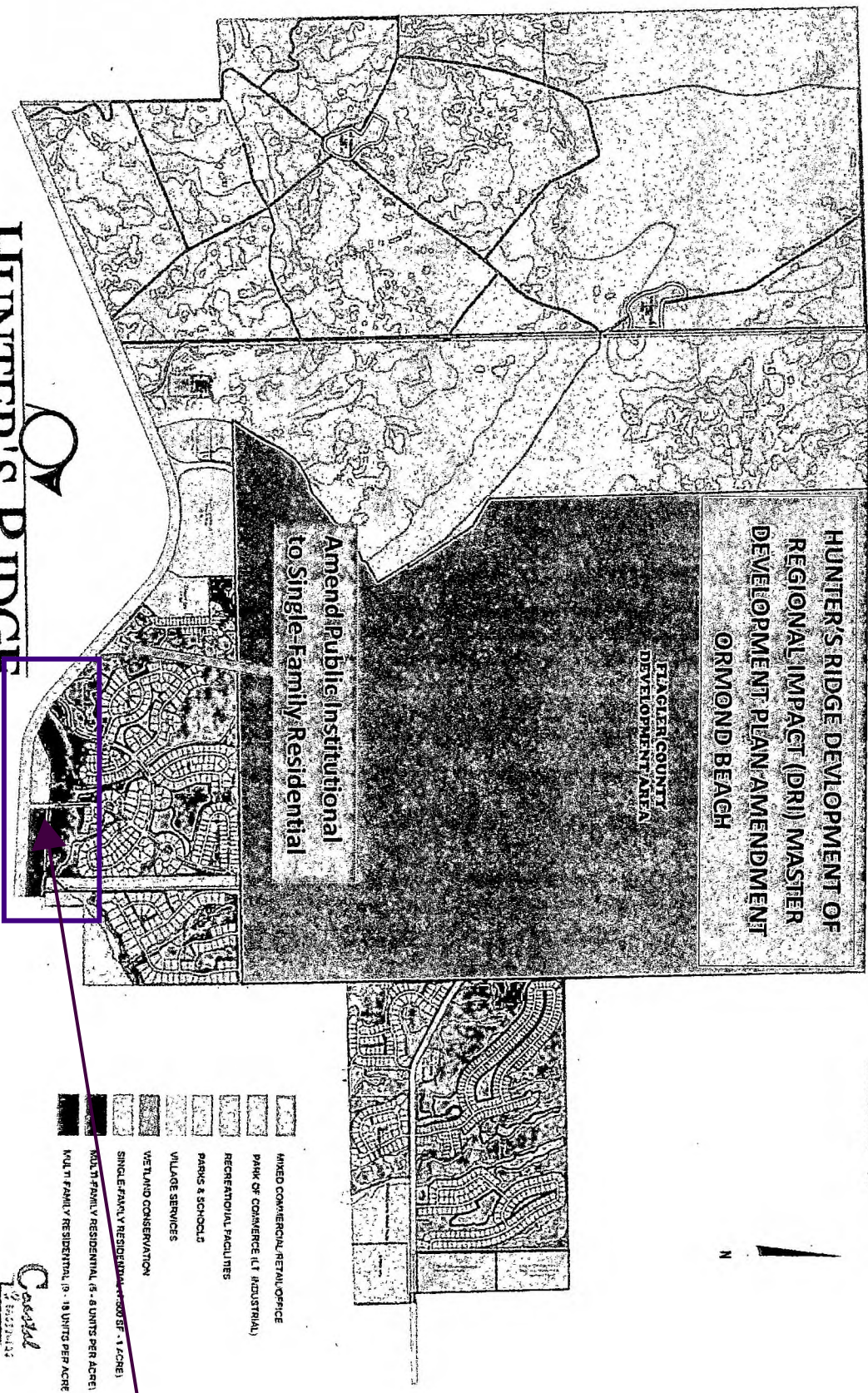


EXHIBIT "B"

HUNTER'S RIDGE

REVISED JUNE 4, 2019



Amendment removes the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and the lack of right-of-way to connect to West Granada Boulevard.



ECS Florida, LLC

Results for City of Ormond Beach Environmental Assessment Report

Proposed Little Tomoka Village
State Road 40, Ormond Beach, Florida 32174

For: Leeds Holdings Southeast, Inc.

1151 Orange Avenue, Suite 200, Winter Park, Florida 32789

ECS Project Number 55:6074

May 28, 2024



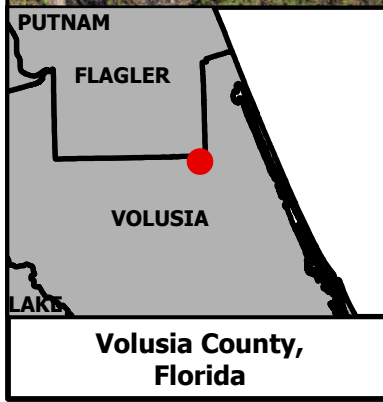
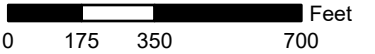


Figure 1: Wetland Impact Map
Little Tomoka
State Road 40, Ormond Beach, FL, 32174
Office 55: Project 6074

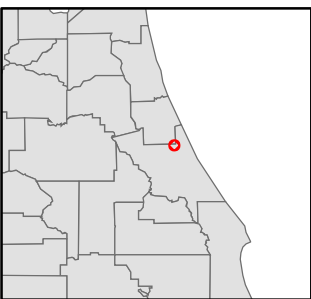


Created by: Nico Martinez
November 2024



-  Project Boundary
-  Existing Wetland (15.49 Acres)
-  Upland 50ft Buffer (5.05 Acres)
-  Proposed RHPZ Impact (3.37 Acres)
-  Proposed Wetland Impact (0.33 Acres)
-  Surface Water (0.23 Acres)

Page 1276 of 1683



**Volusia County,
Florida**

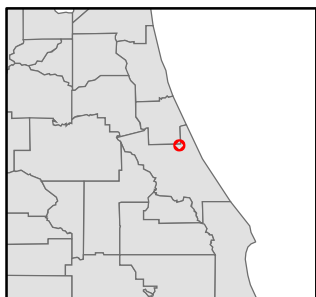
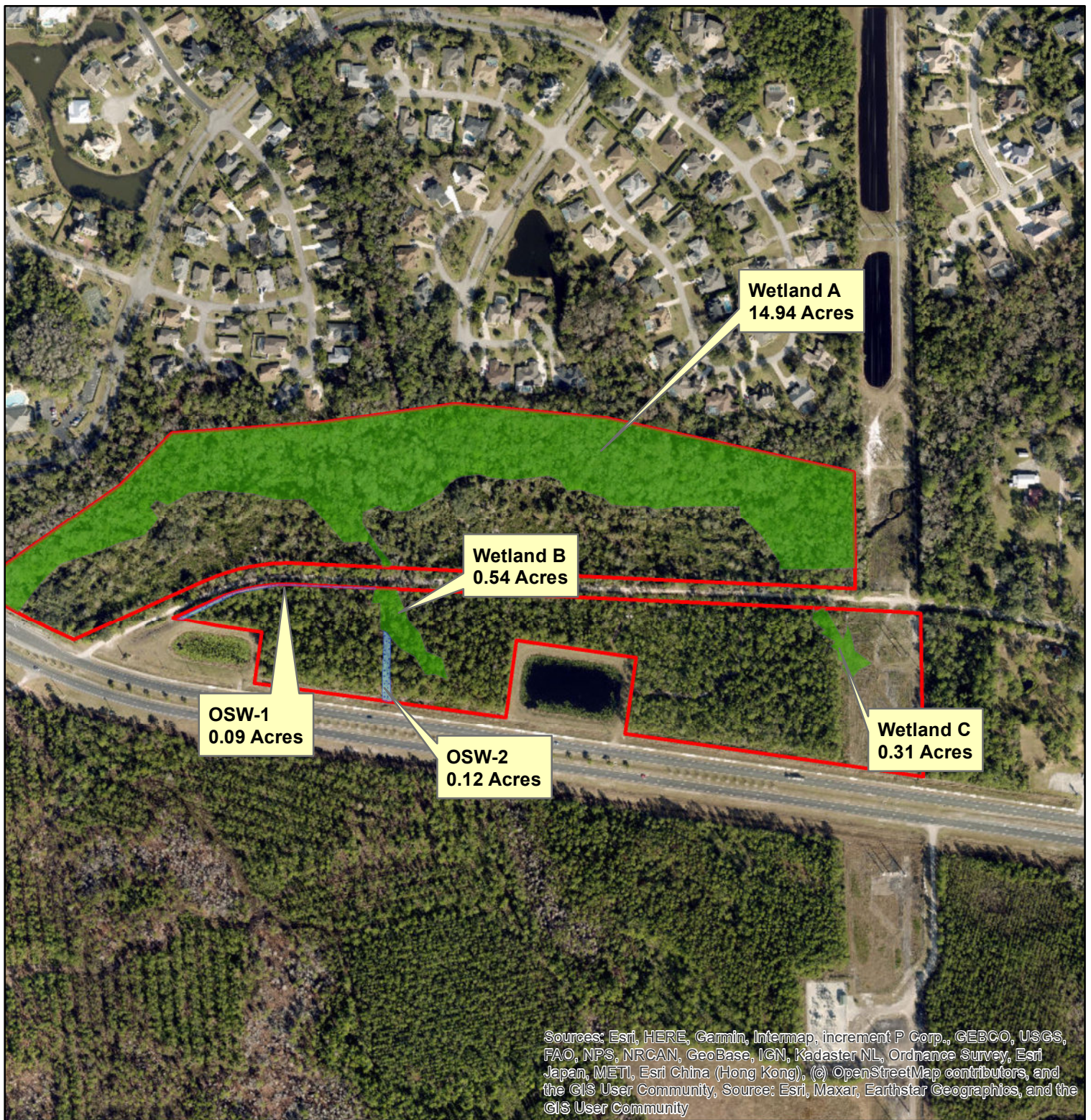
**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

- Approximate Project Boundary
- FRESHWATER EMERGENT WETLAND
- FRESHWATER FORESTED/SHRUB WETLAND
- FRESHWATER POND
- RIVERINE

Figure 5: NWI Map

0 130260 520 780 1,040
Feet





Volusia County,
Florida

**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

-  ECS Delineated Preliminary OSW
-  ECS Delineated Preliminary Wetland
-  Approximate Project Boundary

Figure 6: Wetland Features Map

0 135270 540 810 1,080
Feet



Fifth Amendment to the Hunter's Ridge Development of Regional Impact

- 3. Combine Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development area and forego the allowed 50 multi-family units, including patio, cluster or townhouse units within the Hunter's Ridge Development of Regional Impact.**

Development Order proposed to be amended to:

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single-family units ~~and 50 multi-family units including, but not limited to patio, cluster or townhouse units.~~ Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single-family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

BOOK PAGE
3696 1719
VOLusia CO. FL

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-09

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A FIFTH AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT MASTER DEVELOPMENT PLAN TO REMOVE TWO PARCELS OF REAL PROPERTY TOTALING 30.46+ ACRES LOCATED NORTH OF OLD TOMOKA ROAD FROM WEST GRANADA BOULEVARD TO THE FPL EASEMENT (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS 4127-00-00-0015 AND 4127-00-00-0011) AND REMOVAL OF THE EXTENSION OF HUNTER'S RIDGE BOULEVARD WITHIN THE PROPERTY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owner, Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021 for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan to:

1. Remove two parcels of real property, totaling 30.46+ acres, from the Hunter's Ridge Development of Regional Impact Master Development Plan located north of Old Tomoka Road from West Granada Boulevard to the FPL Easement (Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011);
2. Remove the extension of Hunter's Ridge Boulevard based on environmental impacts to the Little Tomoka River and associated wetlands that a roadway extension would cause and no right-of-way to connect to West Granada Boulevard; and
3. Combine Volusia County Property Appraiser Parcel numbers 4127-00-00-0015 and 4127-00-00-0011 into the Little Tomoka Village development area and forego the allowed 50 multi-family units, including patio, cluster or townhouse units within the Hunter's Ridge Development of Regional Impact.

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 application for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development 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 an application for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan.

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 application for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development Plan.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for the fifth amendment to the Hunter's Ridge Development of Regional Impact Master Development 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 21, 2025 - City Commission

Number: 8.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-10
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Little Tomoka Village, Planned Residential Development, Zoning Map Amendment		
Summary:	This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021. The application seeks a zoning map amendment (this item) from SR, Suburban Residential to PRD, Planned Residential Development, and the Issuance of a Development Order (next agenda item) for a Planned Residential Development known as "Little Tomoka Village" to allow the construction of a residential subdivision of 31 single-family lots and associate site improvements as well as the construction of a house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard, and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011. Please note this item is for a zoning map amendment only, and the issuance of the Development Order will be the next agenda item. Both the Zoning Map Amendment and Issuance of the Development Order were discussed at the December 12, 2024, Planning Board meeting. The <u>Planning Board</u> recommended approval by a 4-2 vote with key issues being traffic and flooding.		
Financial Impact:	None		

Citizen Impact:	The project area contains 2 parcels that allow 50 multifamily units as part of the Hunters Ridge Development of Regional Impact. The zoning map amendment does not approve any specific development but instead the framework for issuing the Development Order. Individuals at the Planning Board public hearing provided input on the proposed development.	
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of a Zoning Map Amendment from SR, Suburban Residential to PRD, Planned Residential Development.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-10 LTV, ZMA (P24-0251G) 2. Exhibit A, LTV, Legal Description, V2 (01.07.25) 3. Exhibit B, LTV, ZMA 4. 12.12.2024, Little Tomoka Village, ZMA 5. Draft Planning Board minutes, LTV, ZMA 6. Ordinance BIE, LTV, ZMA	
Approval:	Kelly McGuire, Finance Director	1/10/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/14/2025

ORDINANCE NO. 2025-10

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, 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 FOUR PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 50.14 ACRES, LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023) FROM SR, SUBURBAN RESIDENTIAL, TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Saint Mary Macedonian Orthodox Church, Inc., and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021 (“Property Owners”) are the owners of property located north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”),

WHEREAS, Leeds Holdings/Southeast, Inc., the Developer/Contract Purchaser, (“Developer/Contract Purchaser”) and the Property Owners have entered into a contract for purchase/sale of the Property, and

WHEREAS, the Contract Purchaser, with the consent of the Property Owners, has submitted an application to the city to re-zone the Property from SR, Suburban Residential, to PRD, Planned Residential Development, and

WHEREAS, the portions of Property identified by Volusia County parcel numbers 4127-00-00-0011 and 4127-00-00-0015 are located within the Hunter’s Ridge of Development of Regional Impact and are proposed to be incorporated into the project to be known as “Little Tomoka Village”, and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 50.14 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(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)(a), *Florida Statutes*, 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,

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. Paragraph C, Official Zoning Map, of Section 2-01, Established, 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, to change the zoning designation of property located north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023), as described and depicted on Exhibit “A” from SR, Suburban Residential, to PRD, Planned Residential Development, as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 21st day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION:

EXHIBIT "A" Page 1 of 2

NORTH PARCEL DESCRIPTION:

A PORTION OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION, PER OFFICIAL RECORDS BOOK 43, PAGE 77 THROUGH 81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 205, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY "PARCEL 8", THE CENTERLINE OF OLD TOMOKA ROAD, LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3208, PAGE 331, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF HUNTER'S RIDGE BOULEVARD, AN 80 FOOT RIGHT OF WAY AND THE SOUTHERLY LINE OF AFORESAID SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY LINE, SOUTH 83°49'31" EAST, A DISTANCE OF 419.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 76°59'46" EAST, A DISTANCE OF 800.00 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°59'50" EAST, A DISTANCE OF 390.14 FEET TO THE INTERSECTION WITH THE AFORESAID CENTERLINE OF OLD TOMOKA ROAD; THENCE ALONG SAID CENTERLINE THE NEXT 3 COURSES, NORTH 87°48'50" WEST, A DISTANCE OF 1790.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 26°57'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 195.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°14'09" WEST, A DISTANCE OF 429.76 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 14°47'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 475.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.99 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°39'23" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°39'23" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 430.00 FEET; THENCE SOUTH 83°49'46" EAST, A DISTANCE OF 60.29 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF OLD TOMOKA ROAD LYING WITHIN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WESTERLY LINE OF THAT 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500 AND OFFICIAL RECORDS BOOK 1335, PAGE 502, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BOUNDED ON THE WEST BY A LINE THAT IS PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID OLD TOMOKA ROAD AT ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA PART A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, SAID PUBLIC RECORDS.

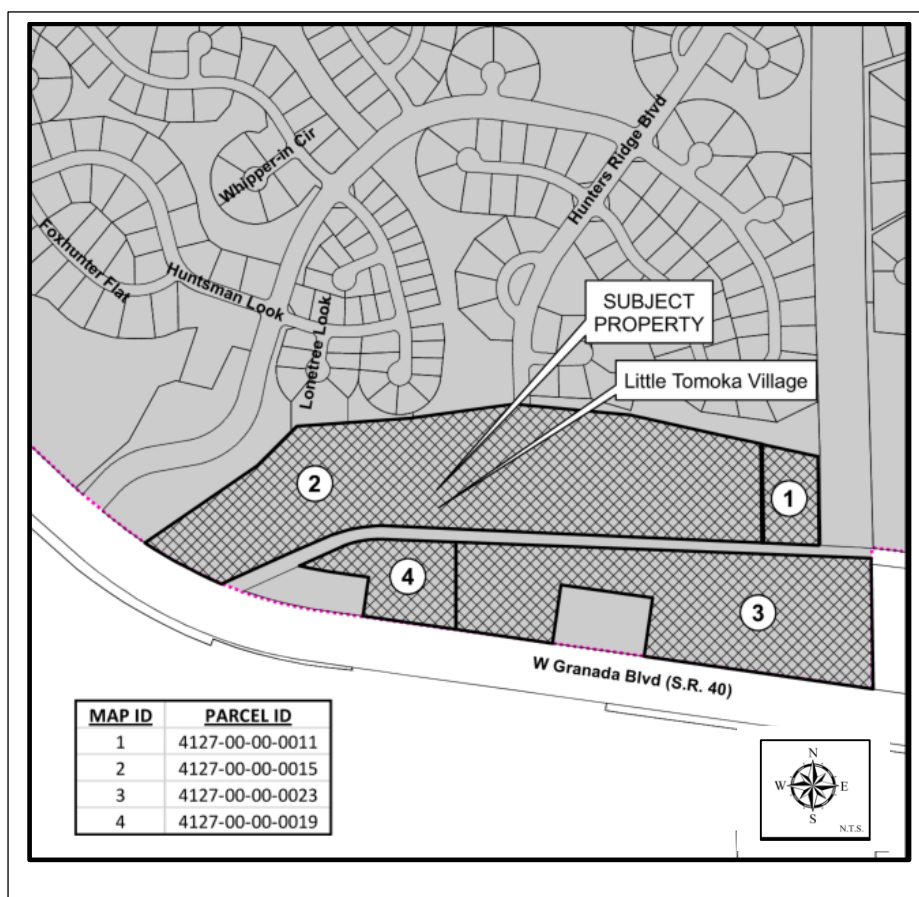
SOUTH PARCEL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A 4" X 4" COQUINA MONUMENT MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE RUN NORTH 00°36'37" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, BEING ALSO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 1645.49 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE VARIABLE WIDTH RIGHT-OF-WAY OF FLORIDA STATE ROAD #40, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT (FOOT) RIGHT-OF-WAY MAP, SECTION 79100-2503, SHEET 3 OF 18, REVISION DATED MARCH 19, 1964; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.55 FEET TO THE SOUTHWEST CORNER OF A FDOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1251+00 +/-) AND BEING DESCRIBED IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP AND NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 788.47 FEET TO A POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A FDOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1238+00 +/-) AND BEING DESCRIBED IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #40, RUN NORTH 08°08'52" EAST (NORTH 08°10'00" EAST PER SAID FOOT DEED), ALONG THE EASTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 162.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 154.74 FEET (154.80 FEET PER SAID FDOT DEED) TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND WESTERLY, ALONG THE . CURVED NORTHERLY LINE OF SAID FDOT WATER RETENTION AREA, HAVING A RADIUS OF 1680.08 FEET, AN ARC DISTANCE OF 136.02 FEET, A CENTRAL ANGLE OF 04°38'19", SUBTENDED BY A CHORD OF 135.98 FEET BEARING NORTH 79°30'47" WEST (NORTH 79°30'50" WEST PER SAID FOOT DEED) TO THE NORTHWESTERLY CORNER THEREOF, SAID POINT LYING ON THE SOUTHERLY LINE OF OLD TOMOKA ROAD (OLD ORMOND-BARBENVILLE ROAD), A 25-FOOT RIGHT-OF-WAY OF WHICH THE NORTHERLY RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 4290, PAGE 3232, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE BOUNDARY OF SAID FDOT WATER RETENTION AREA, RUN NORTH 65°37'40" EAST (NORTH 64°58'45" EAST PER SAID DEED), ALONG THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, A DISTANCE OF 179.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND EASTERLY, ALONG SAID CURVED SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 185.89 FEET, A CENTRAL ANGLE OF 26°37'35", SUBTENDED BY A CHORD OF 184.22 FEET BEARING NORTH 78°54'32" EAST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 87°46'41" EAST (SOUTH 88°23'39" EAST PER SAID DEED), ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OLD TOMOKA ROAD, A DISTANCE OF 2013.67 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A 234-FOOT WIDE FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 511, PAGE 86, OFFICIAL RECORDS BOOK 950, PAGE 613, AND OFFICIAL RECORDS BOOK 1335, PAGE 500, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, RUN SOUTH 00°59'37" EAST, ALONG THE EASTERLY LINE OF SAID 234-FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, A DISTANCE OF 539.25 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FLORIDA STATE ROAD #40; THENCE, DEPARTING THE EASTERLY LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, RUN NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER AFOREMENTIONED FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #40, A DISTANCE OF 953.41 FEET TO THE SOUTHEASTERLY CORNER OF THE AFOREMENTIONED FDOT WATER RETENTION AREA; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 08°08'52" EAST (NORTH 08°10'00" EAST PER SAID FDOT DEED), ALONG THE EASTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 243.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG THE NORTHERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 381.00 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE RUN SOUTH 08°08'52" WEST (SOUTH 08°10'00" WEST PER SAID FOOT DEED), ALONG THE WESTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 243.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

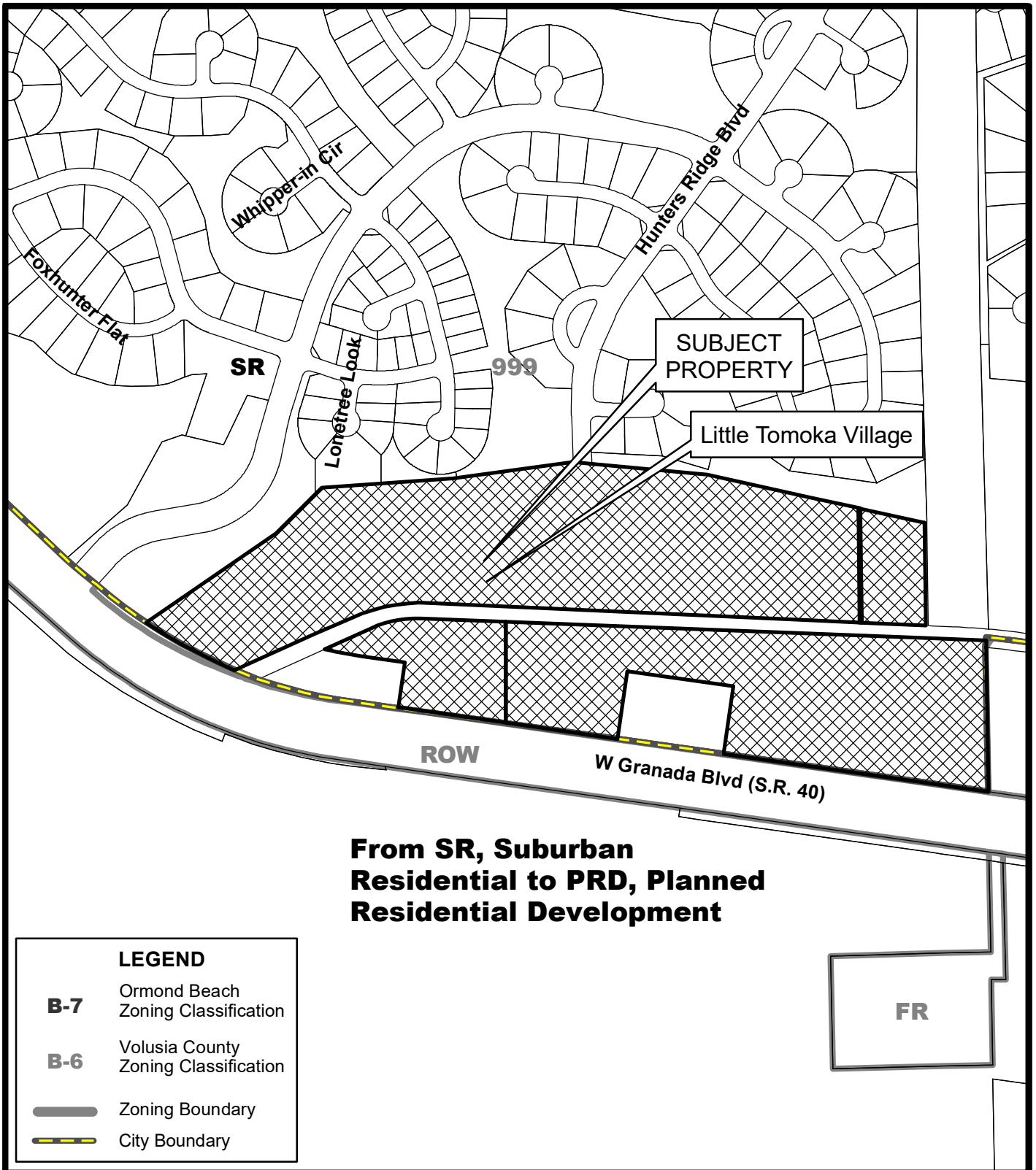
CONTAINING 50.140 ACRES, MORE OR LESS.

EXHIBIT “A” **Page 2 of 2**

LOCATION MAP

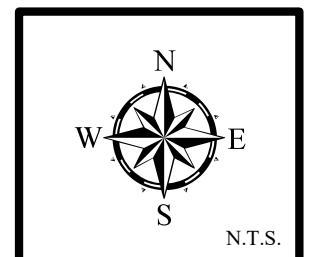


PARCEL ID:	4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011
OWNERS:	SAINT MARY MACEDONIAN ORTHODOX CHURCH, INC., A FLORIDA NOT FOR PROFIT CORPORATION AND GLEN FISHMAN, AS TRUSTEE OF THE LITTLE TOMOKA LAND TRUST DATED JANUARY 26, 2021
APPLICANT:	MARK A. WATTS, AGENT, COBB COLE, ON BEHALF OF LEEDS HOLDINGS SOUTHEAST, INC., A FLORIDA PROFIT CORPORATION
PLAN RESIDENTIAL DEVELOPMENT ADDRESS:	2425 WEST GRANADA BOULEVARD, ORMOND BEACH, FL 32174 AND NO ADDRESS ASSIGNED



ZONING MAP
LITTLE TOMOKA VILLAGE

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 20, 2024





PLANNING BOARD STAFF REPORT

**Little Tomoka Village, Planned Residential
Development, Zoning Map Amendment
Project Number: PZ 24-00000068(A)**

PLANNING BOARD DATE:	December 12, 2024
TENTATIVE CITY COMMISSION DATE:	January 21, 2025 (first reading) and February 4, 2025 (second reading)
APPLICANT:	Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc., and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021
LOCATION:	The project is located north of West Granada Boulevard and east of Shadow Crossings Boulevard and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011
REQUEST:	Zoning Map Amendment from SR, Suburban Residential to PRD, Planned Residential Development
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

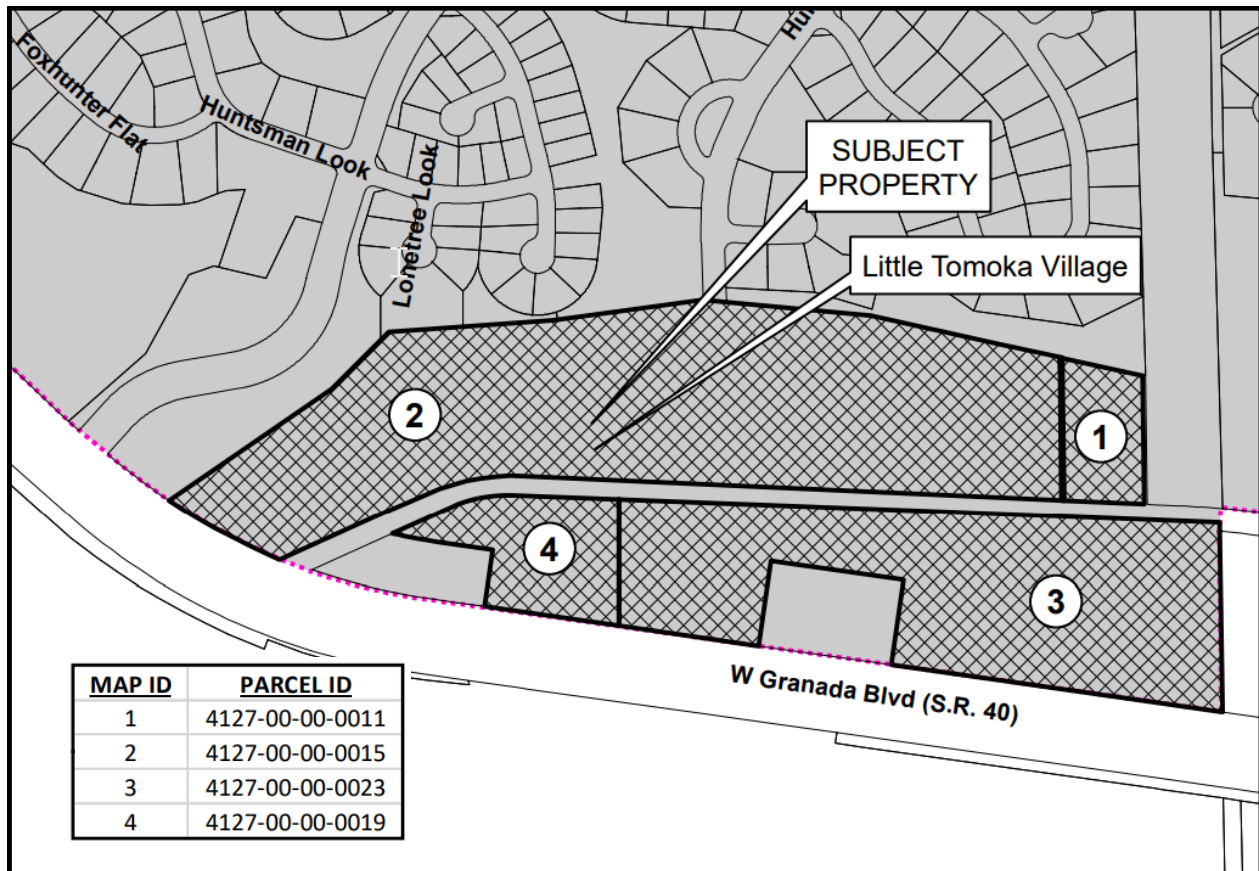
This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021. The application seeks a zoning map amendment (this item) from SR, Suburban Residential to PRD, Planned Residential Development, and the Issuance of a Development Order (Item B) for a Planned Residential Development known as “Little Tomoka Village” to allow the construction of a residential subdivision of 31 single-family lots and associate site improvements as well as the construction of house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard, and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011. **Please note that this item is for a zoning map amendment only, and this issuance of the Development Order will be the next agenda item (item B).**

SECTION 2, BACKGROUND:

Subject Property Area:

The subject property consists of four (4) parcels totaling 50.14 acres. EXHIBIT 1 lists the parcels.

EXHIBIT 1: Little Tomoka Village project parcels.



Parcel 1: 4127-00-00-0011: Current property owner - Glen Fishman, as Trustee of the Little Tomoka Land Trust, Dated January 26, 2021.

Parcel 2: 4127-00-00-0015: Current property owner - Glen Fishman, as Trustee of the Little Tomoka Land Trust, Dated January 26, 2021.

These two parcels are part of the Hunter's Ridge Development of Regional Impact, which was approved by the Florida Land and Water Adjudicatory Commission on May 28, 1991. This land area includes approval of 50 multi-family units, including patio, cluster or townhouse units (see ATTACHMENT 4).

Parcel 3: 4127-00-00-0023: Current property owner - Saint Mary Macedonian Orthodox Church, Inc.

Parcel 4: 4127-00-00-0019: Saint Mary Macedonian Orthodox Church, Inc.

The two property owners have provided letters of authorization allowing the applicant to seek a zoning map amendment and the issuance of a Development Order.

Other parcel – Old Tomoka Road: The right-of-way of Old Tomoka Road, an unimproved dirt roadway bisects the property. Old Tomoka Road is a Volusia County right-of-way. The applicant is in the process with Volusia County to vacate the portion of Old Tomoka Road within the project boundaries.

Other parcel—Florida Department of Transportation ponds: Two Florida Department of Transportation (FDOT) retention ponds are located along West Granada Boulevard near the subject property.

Florida Department of Transportation drainage easement: A Florida Department of Transportation (FDOT) drainage easement will remain to the west of the project entrance.

Other parcel – Florida Power and Light: Along the east side of the property, there is a Florida Power and Light (FPL) easement that includes transmission lines.

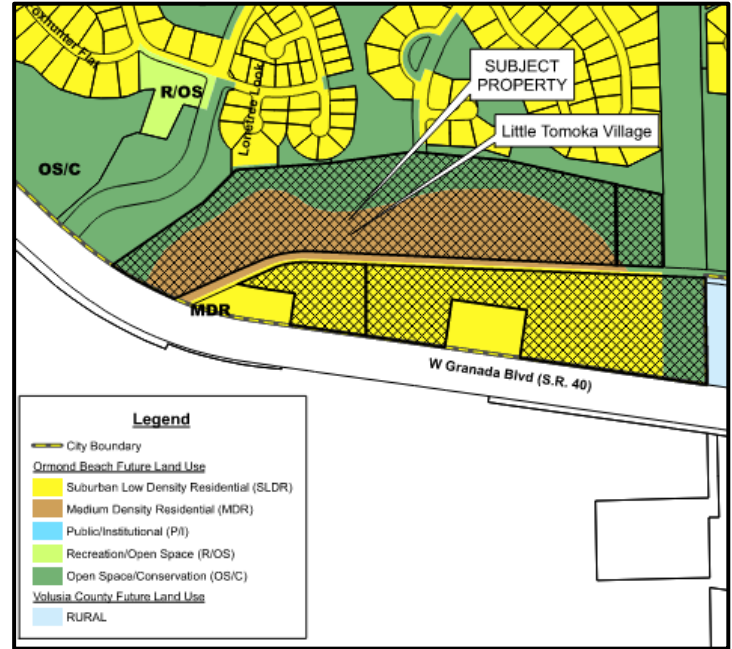
Little Tomoka River: The Little Tomoka River bisects the property along the northern and western portions. The project includes an environmental assessment report showing 15.49 acres of wetlands on-site. It also includes a 50-foot buffer abutting the wetland area totaling 5.05 acres. The project proposes 0.33 acres of wetland impacts in the area of the FPL easement and stormwater pond on the eastern portion of the property and the entry roadway and lot 1.

Existing Zoning and Land Use

The property has an existing SR, Suburban Residential zoning, with the two parcels north of Old Tomoka Road part of the Hunter's Ridge Development of Regional Impact. The land uses of the property are shown in Exhibit 2:

EXHIBIT 2: Little Tomoka Village Project Land Uses.

- Suburban Low Density Residential (SLDR) – 17.22 acres. (Yellow)
- Medium Density Residential (MDR) – 16.91 acres. (Brown)
- Open Space/Conservation (OS/C) – 16.01 acres. (Green)



Abutting Use, Land Use, and Zoning Designations

Exhibit 3 details the subject property's abutting uses, land use, and zoning.

EXHIBIT 3: Abutting Use, Land Use, and Zoning Designations.

Direction	Uses	Land Use designation	Zoning designation
North	Residential, Hunter's Ridge	"Open Space/Conservation" and "Suburban Low Density Residential"	SR, Suburban Residential, Hunter's Ridge Development Order
South	Daytona Beach, Avalon Park	"Low Intensity Urban"	Volusia County A-2 Rural Agriculture & Volusia County RC, Resource Corridor
East	Volusia County, Residential	Volusia County "Rural"	Volusia County A-2 Rural Agriculture
West	Residential, Hunter's Ridge	"Open Space/Conservation" and "Suburban Low Density Residential"	SR, Suburban Residential, Hunter's Ridge Development Order

SECTION 3, APPLICATION PROCESS:

Application Process

The application seeks to allow 31 residential units and a House of Worship as a Planned Residential Development. The Planned Residential Development is reviewed and acted upon as two (2) separate actions:

- A. Zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development. The zoning map amendment is the action sought for this staff report, and**
- B. Issuance of a Development Order to construct 31 residential units, a House of Worship, and associated site improvements on 50.41 acres.**

The two (2) actions will be discussed at the public hearing and require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development but instead the framework for issuing the Development Order. The issuance of a Development Order contains site plans and project reports that detail the specific development. The items are intertwined, and if there is a desire to approve or approve the issuance of the Development Order under certain conditions, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the Development Order, then the zoning map amendment should also be denied.

Subdivision Process:

As discussed below, developing a subdivision within the SR, Suburban Residential zoning designation requires a three-step process.

Step 1: Zoning Map Amendment and Issuance of a Development Order (ZONING):

The Planned Residential Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a Development Order. This application is a zoning document that establishes the zoning framework of the development. These applications do not include the detailed subdivision plans required in a Preliminary Plat (step 2). The two actions of step 1 will be discussed together at the public hearing and require separate votes. The project has the following approval process:

- 1. Site Plan Review Committee (SPRC):** The Site Plan Review Committee comprises city departments that review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
- 2. Neighborhood Meeting:** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on October 30, 2024, and is summarized in the analysis section of this report.
- 3. Planning Board:** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a Development Order. The Planning Board provides a recommendation to the City Commission. Applications recommended

for approval or denial are forwarded to the City Commission for action. The Planning Board, in its recommendation, is required to consider the following:

- a. Application submitted by the applicant;
- b. Staff report;
- c. Written correspondence provided;
- d. Testimony presented at the public hearing; and
- e. Criteria for rezonings and issuance of a Development Order.

4. City Commission. The City Commission, as the elected body, provides the final action on zoning map amendments and issuance of Development Orders. This project's tentative City Commission dates are January 21, 2025, and February 4, 2025. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

- a. Report and recommendation of the Site Plan Review Committee and the Planning Board.
- b. Report and recommendation of other city departments and advisory boards, as appropriate.
- c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for Development Orders listed in the analysis section of this report.

Step 2: Preliminary Plat (CONSTRUCTION PLANS)

Section 1-22 of the Land Development Code defines a Preliminary Plat as “a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the Comprehensive Plan”. Preliminary plats are reviewed by the Planning Board and reviewed/acted upon by the City Commission to ensure compliance with the approved Development Order for the Planned Residential Development.

After a Planned Residential Development has been approved, the following is required: (1) the applicant’s engineer designs site plans regarding the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a Preliminary Plat document from a licensed surveyor. There are two (2) options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

Step 3: Final Plat (SUBDIVISION OF LAND)

The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. The Planning Board and the City Commission review/act upon final plats to ensure compliance with the approved Development Order for the Planned Residential Development.

SECTION 4, ANALYSIS:

Comprehensive Plan

The Comprehensive Plan contains a land use map that provides a vision of uses, residential density and nonresidential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has a land use category of "Suburban Low Density Residential," "Medium Density Residential", and "Open Space/Conservation" as defined in the Future Land Use Element listed below.

Suburban Low Density Residential (LDR) – 17.22 acres

Purpose: To establish development guidelines, densities, and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services.

Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each parcel of property proposed for development are synthesized from high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the

environmental constraints, the availability of central utilities, and the type of development that is proposed.

Limited daily need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code

Maximum Floor Area Ratio: 0.2

Medium Density Residential (MDR) – 16.91 acres

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum Floor Area Ratio: 0.3

Open Space/Conservation (OS/C) – 16.01 acres

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum Floor Area Ratio: 0.5

The applicant has completed a holding capacity analysis that concludes that the land area could allow a maximum development scenario of 73 units. The proposed development proposes 31 single-family residential units and a House of Worship. The land area includes the portion of the Hunter's Ridge Development of Regional Impact that allowed 50 multi-family units.

Existing Zoning Districts: The subject property has the zoning classification of SR, Suburban Residential, with the purpose provided in Section 2-11 of the Land Development Code.

“The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-

site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.”

Proposed Zoning District: Planned Residential Development

The project application seeks to obtain a Planned Residential Development zoning designation. According to Chapter 2, Article II, Section 2-35 of the Land Development Code, the purpose of the Planned Business Development zoning district:

“is to provide more flexibility with regard to land use, density and dimensional standards, and other requirements of this Land Development Code, to encourage developments that incorporate innovative concepts of site planning, coordinated architectural and functional design, higher level of amenities, increased amounts of open space, recreation and landscaping, and a better living environment overall.”

The Planned Residential Development zoning district allows for the development of a site-specific development plan. This district requires a holding capacity analysis, common open space, recreation areas, and additional natural preservation. The site-specific development plan is part of the Development Order issuance.

Neighborhood Meeting:

The project conducted a required neighborhood meeting at the Coquina Presbyterian Church on October 30, 2024. The project team presented the development plan. Items discussed (see ATTACHMENT 5) at the neighborhood meeting included:

1. Traffic safety: Concerns were discussed about the intersection of West Granada Boulevard and Shadow Crossings Boulevard and the need for a traffic light;
2. Hunter’s Ridge Boulevard: This roadway will not be extended to connect to West Granada Boulevard;
3. Old Tomoka Road: This Volusia County roadway is proposed to be vacated within the project limits;
4. Stormwater: Concerns about stormwater management and the impacts of recent rain events that led to flooded yards were expressed. The Project team described the stormwater review requirements and process;
5. Unpermitted dam: A resident stated that there is an unpermitted dam downstream of the proposed development.
6. Impacts on wildlife; and
7. Planned Development process and project timing.

SECTION 5, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. **It is important to note that this item is solely for the zoning map amendment, not the detailed site plan Development Order.** 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 action is a zoning map amendment from SR, Suburban Residential, to PRD, and Planned Residential Development for 50.14 acres. The land area north of Old Tomoka Road was approved for 50 multi-family units as part of the Hunter's Ridge Development of Regional Impact. This item does not approve a specific development plan reviewed with the Development Order item. The zoning map amendment will not adversely affect public health, safety, welfare, or the quality of life. If approved, the project would be required to complete a Preliminary Plat with the detailed construction of the subdivision with review by the Planning Board and action of the City Commission.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The subject property has three (3) land uses: "Suburban Low Density Residential," "Medium Density Residential", and "Open Space/Conservation." The location is appropriate for residential uses as established by the Hunter's Ridge Development of Regional Impact and residential land uses and is consistent with the Comprehensive Plan. The analysis section of the report discussed the land use designations and allowable density and intensity. The Comprehensive Plan contains the following Goals, Objectives, and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A₂, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

Conservation Element

POLICY 5.4.6.

The City shall continue to require and enforce the provision and maintenance of adequate and undisturbed upland buffers of native vegetation adjacent to the Halifax River, the Tomoka River, and all of their associated tributaries and wetlands.

A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows:

- a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high water mark or 50 feet from the upland/wetland interface line, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high water mark exists along the river.

The zoning map amendment 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 zoning action does not approve a specific development plan, and this criterion would be reviewed when the Development Order is issued.

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 zoning map amendment establishes the framework for the Development Order (next agenda item), which details the specific development approval. The amendment seeks to allow the framework for uses consistent with the land use designation.

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 zoning map amendment establishes the framework for the Development Order (next agenda item) that details the specific development approval.

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 zoning map amendment establishes the framework for the Development Order

(next agenda item) that details the specific development approval. A traffic study is provided with the issuance of the Development Order item.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment establishes the framework for the Development Order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the Development Order agenda item.

8. The proposed development provides for the safety of occupants and visitors.

The zoning map amendment establishes the framework for the Development Order (next agenda item) that details the specific development approval. The site plan (development order item) would review 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.

The zoning map amendment establishes the framework for the Development Order (next agenda item) that details the specific development approval. The site plan would review the use of materials and architectural features.

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 1-15(D)(3)(b) of the Land Development Code states that the Planning Board shall consider rezoning applications based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from SR, Suburban Residential to PRD, Planned Residential Development for 50.14 acres, and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of “Suburban Low Density Residential,” “Medium Density Residential”, and “Open Space/Conservation”.

SECTION 6, RECOMMENDATION: This agenda item seeks to allow a zoning map amendment to PRD, Planned Residential Development. The agenda item does not approve any specific development approval but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development for 50.14 acres for the Little Tomoka Village subdivision and the House of Worship parcel.

Attachments:

Attachment 1: Zoning map

Attachment 2: Location, aerial, and land use maps

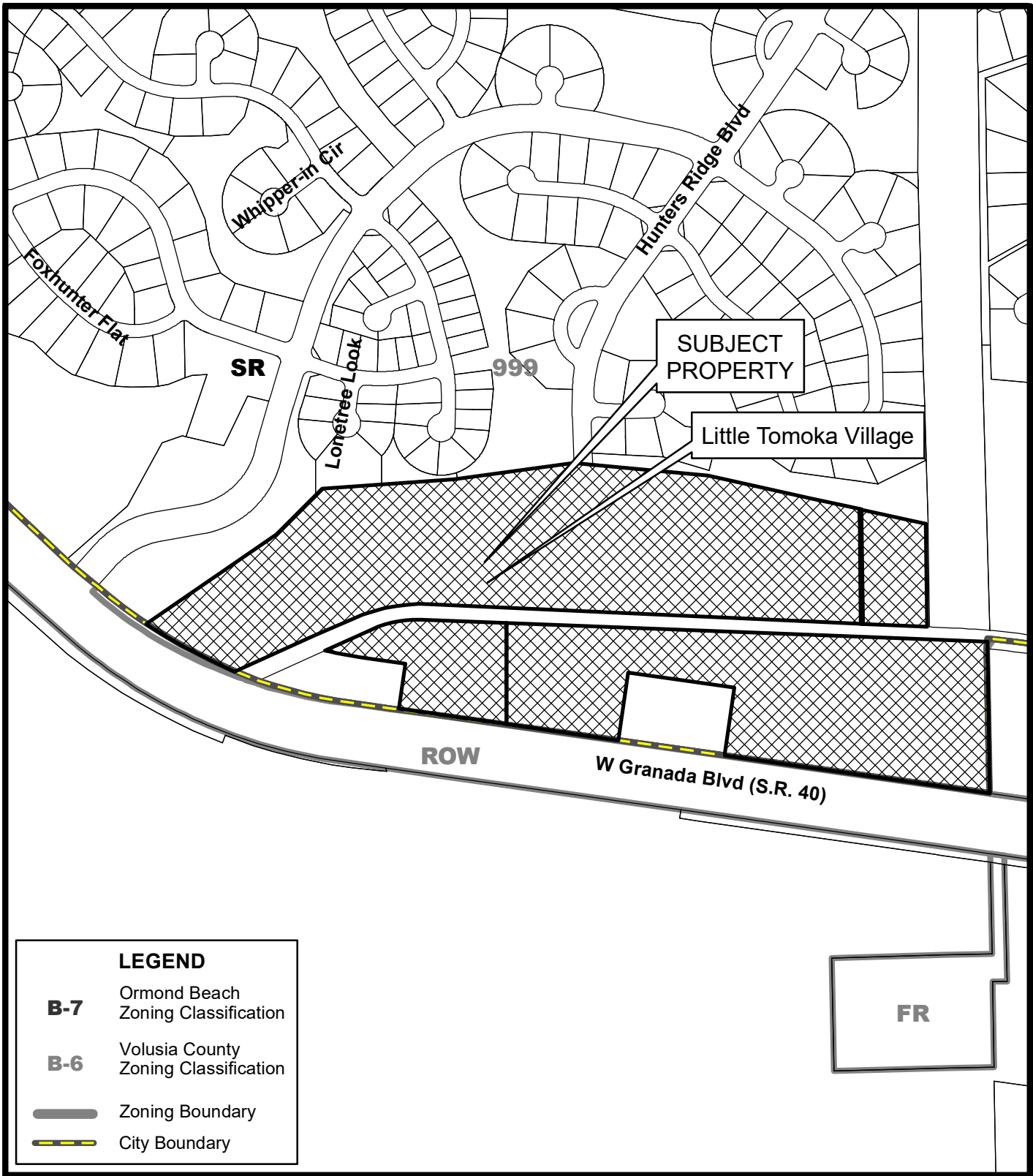
Attachment 3: Holding capacity analysis

Attachment 4: Hunter's Ridge Development of Regional Impact excerpts

Attachment 5: Neighborhood meeting summary from the applicant

ATTACHMENT 1

Zoning Map



LEGEND

B-7 Ormond Beach
Zoning Classification

B-6 Volusia County
Zoning Classification

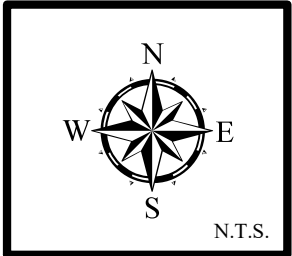
— Zoning Boundary

- - - City Boundary



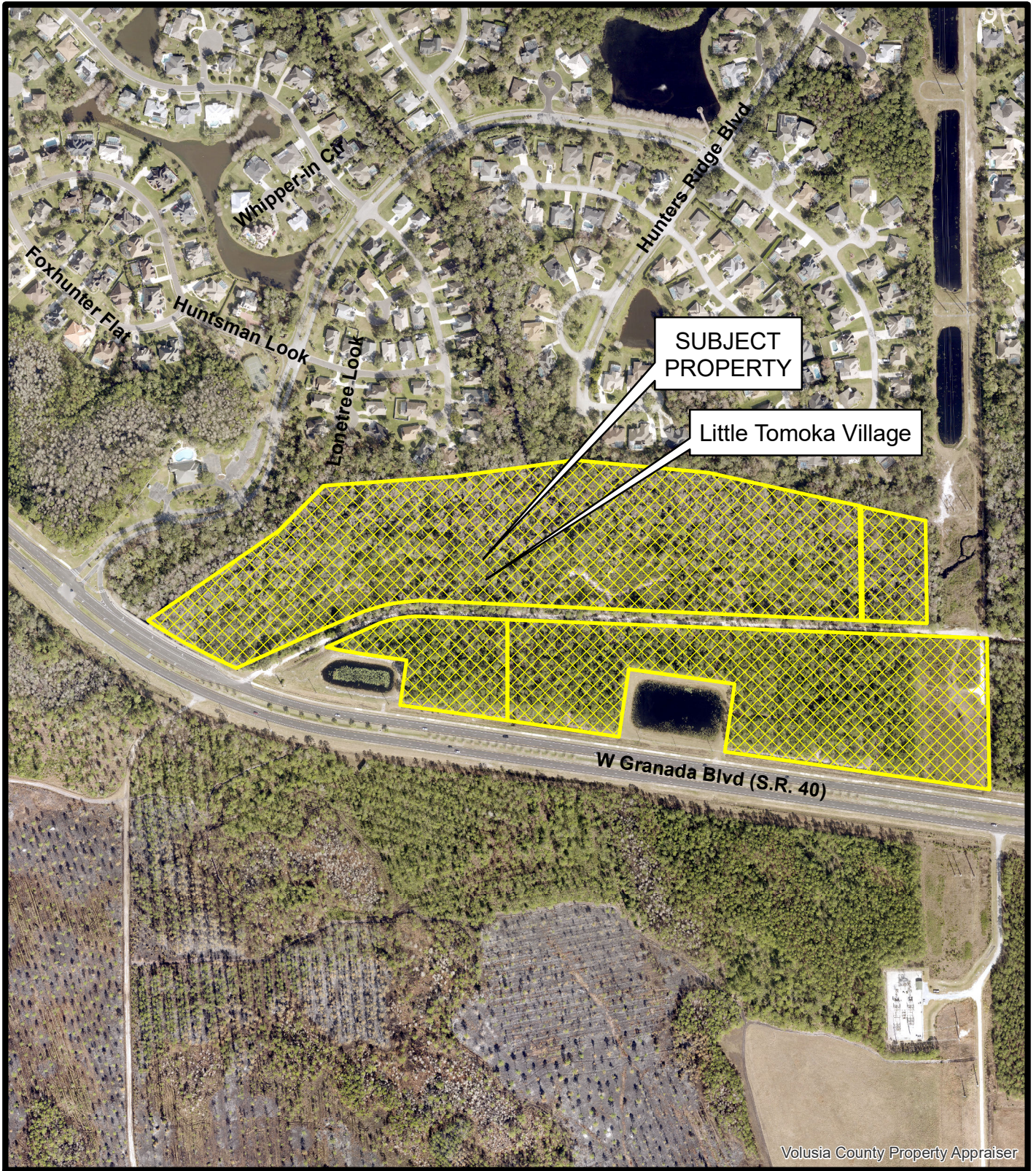
ZONING MAP
LITTLE TOMOKA VILLAGE

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024



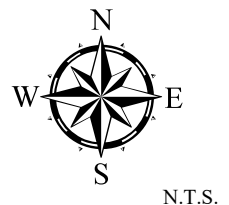
ATTACHMENT 2

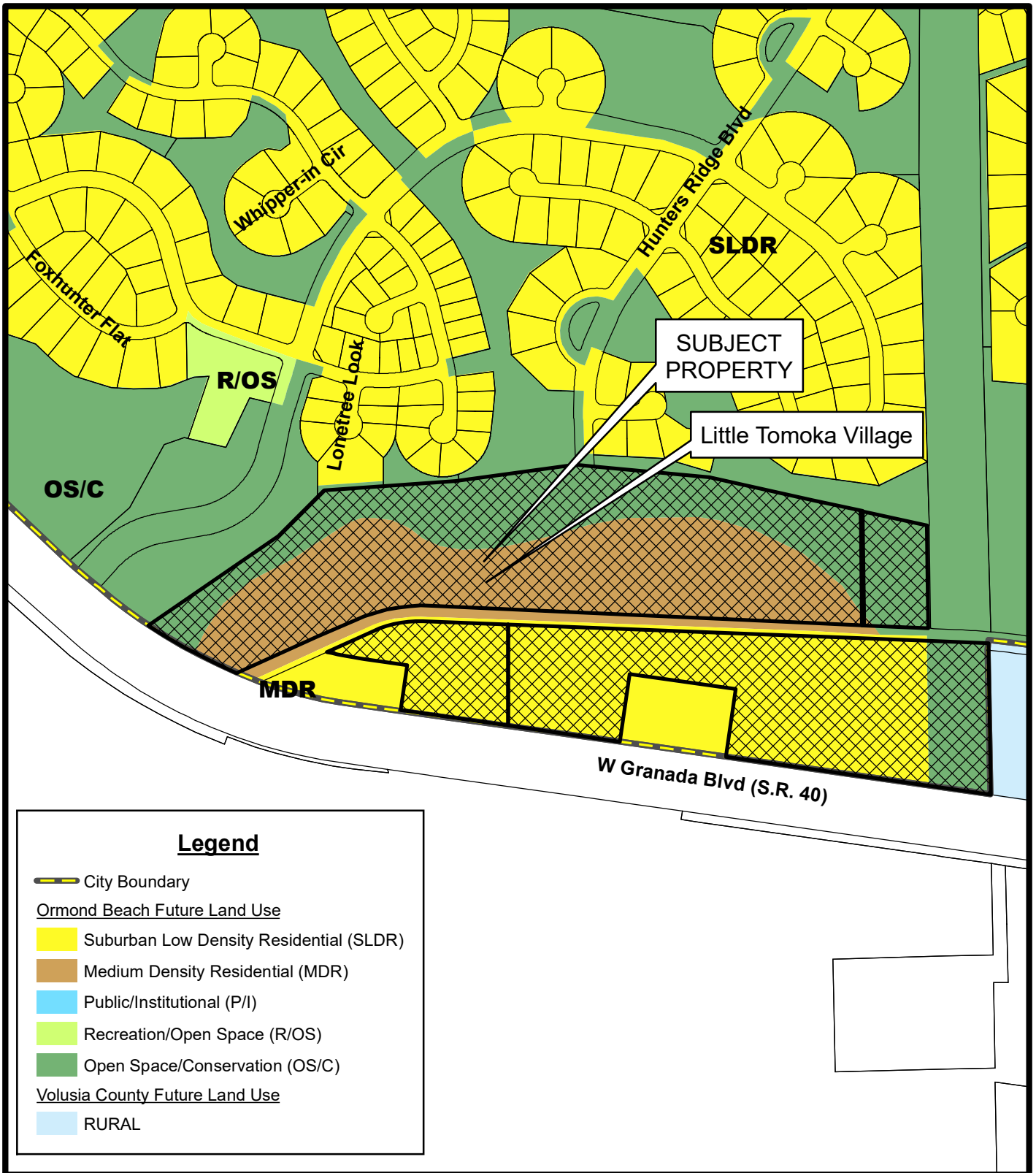
Location, aerial, and land
use maps



AERIAL MAP LITTLE TOMOKA VILLAGE

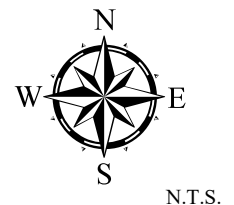
Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024





FUTURE LAND USE MAP LITTLE TOMOKA VILLAGE

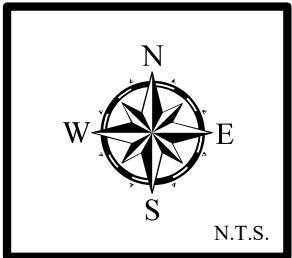
Prepared By: The City of Ormond Beach
G.I.S. Department - October 20, 2024

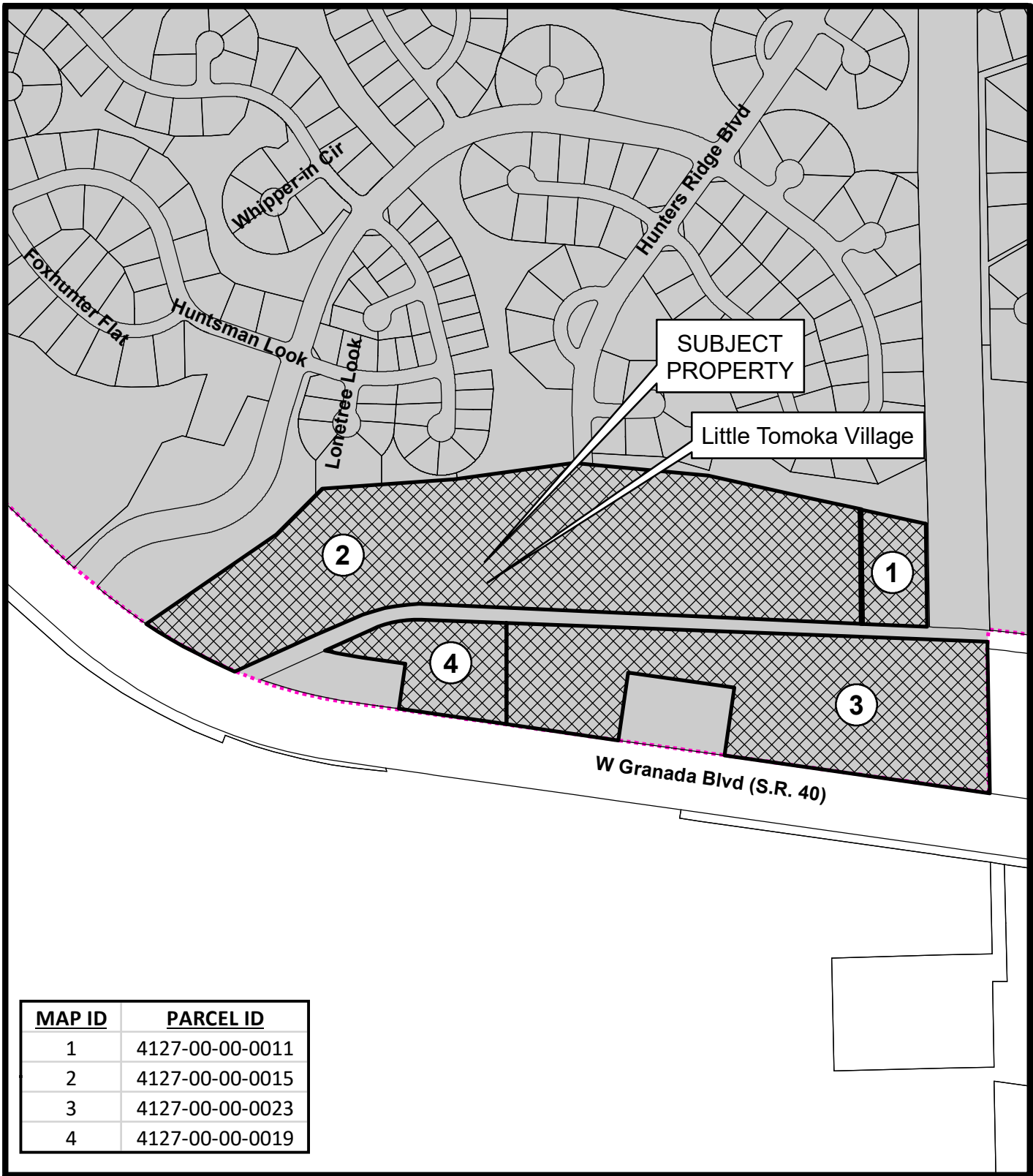




**LOCATION MAP
LITTLE TOMOKA VILLAGE**

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024



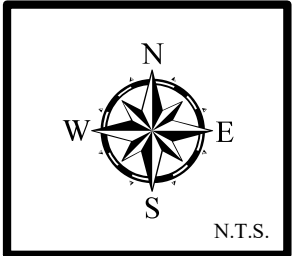


MAP ID	PARCEL ID
1	4127-00-00-0011
2	4127-00-00-0015
3	4127-00-00-0023
4	4127-00-00-0019



PARCEL MAP
LITTLE TOMOKA VILLAGE

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024



ATTACHMENT 3

Holding Capacity Analysis

LITTLE TOMOKA VILLAGE

22219

HOLDING ANALYSIS

CITY OF ORMOND BEACH

September 9, 2024



300 Interchange Blvd • Ormond Beach, FL 32174

386-677-2482 • Fax 386-677-2505

Civil Engineering • Transportation • Environmental

Landscape Architecture • Planning



300 Interchange Blvd • Ormond Beach, FL 32174
386.677.2482 • Fax 386.677.2505

Civil Engineering • Transportation • Environmental
Landscape Architecture • Planning

Project Name:	Little Tomoka Village
Project No.:	ZC 22219
Date:	September 9, 2024
By:	EO
Description:	TABLE OF CONTENTS

- A. SUMMARY
- B. HOLDING ANALYSIS SPREADSHEET
- C. HOLDING CAPACITY: FLOOD, FLU, & SOILS STUDY EXHIBIT
- E. FEMA FLOOD MAP
- F. FUTURE LAND USE MAP
- G. SOILS MAP
- H. CITY OF ORMOND BEACH LDC SECTION 2-35.C.4

Summary of Subdivision Density

1. Holding capacity based on soils, flood plain and utilities (see information contained within the Report):
 - Units per acre (50.14 total acres): 1.47 units per acre
 - Maximum number of units: 73.75 units
2. Proposed gross density based on the number of proposed lots divided by the Total PD Area:
 - Units per acre (50.14 acres of total PD area): ± 0.62 units per acre
 - Proposed number of units: 31 units
3. Proposed net density based on the number of proposed lots divided by the proposed development area:
 - Units per acre (16.76 acres of proposed development area): ± 1.85 units per acre
 - Proposed number of units: 31 units
4. The maximum allowable units based on the existing MDR and SLDR FLUM designations is ± 170 units.
 - Units per acre (16.76 acres of proposed development area): ± 10.14 units per acre
 - Proposed number of units: 31 units

Note:

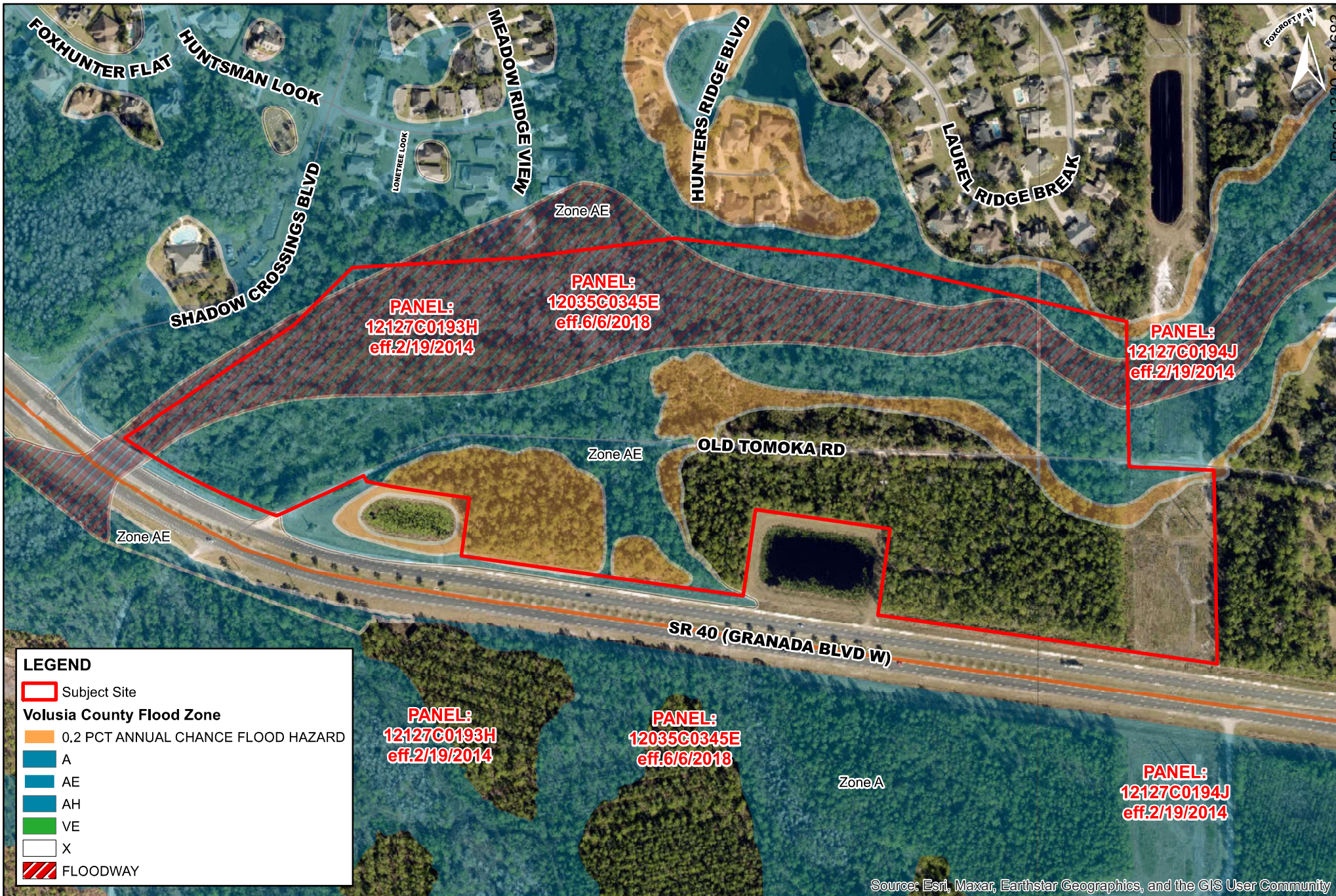
- Minor discrepancies in the total developable site area within the MDR and SLDR Land Use categories are acknowledged; however, they will not affect the proposed gross density of 0.62 units per acre, which is well below the maximum threshold of 1.47 units per acre.

LITTLE TOMOKA VILLAGE HOLDING CAPACITY ANALYSIS

SOIL TYPE	AREA IN 100 YR FLOODPLAIN		AREA OUT OF 100 YEAR FLOODPLAIN		DEVELOPMENT POTENTIAL	DENSITY FACTOR W/IN FLOOD PLAIN	DENSITY FACTOR OUTSIDE FLOOD PLAIN	ALLOWABLE DENSITY (UNITS)	HIGH WATER TABLE ELEV. (IN. BELOW GROUND)
	SQ FT	ACRES	SQ.FT	ACRES					
22	1,742.40	0.04			LOW/MED LOW	0.5	3	0.02	0-12
23	32,363.20	0.72			LOW/MED LOW	0.5	3	0.36	0-12
51	823,284.00	18.9	24,393.60	0.56	LOW/MED LOW	0.5	3	11.13	0-12
59	74,487.60	1.71	17,424.00	0.4	LOW/MED LOW	0.5	3	2.055	0-12
63	2,613.60	0.06	1,306.80	0.03	LOW/MED LOW	0.5	3	0.12	0-12
75	401,623.20	9.22	805,860.00	18.5	LOW/MED LOW	0.5	3	60.11	0-12
Total:	1,336,114.00	30.65	848,984.40	19.49				73.795	

Total Acreage:	2185098.4 SQFT	50.14	ACRES
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500 250 0 500 Feet

FEMA Flood Map Little Tomoka Village Ormond Beach, FL

ZEVC **COHEN**
 ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



LEGEND

 Subject Site

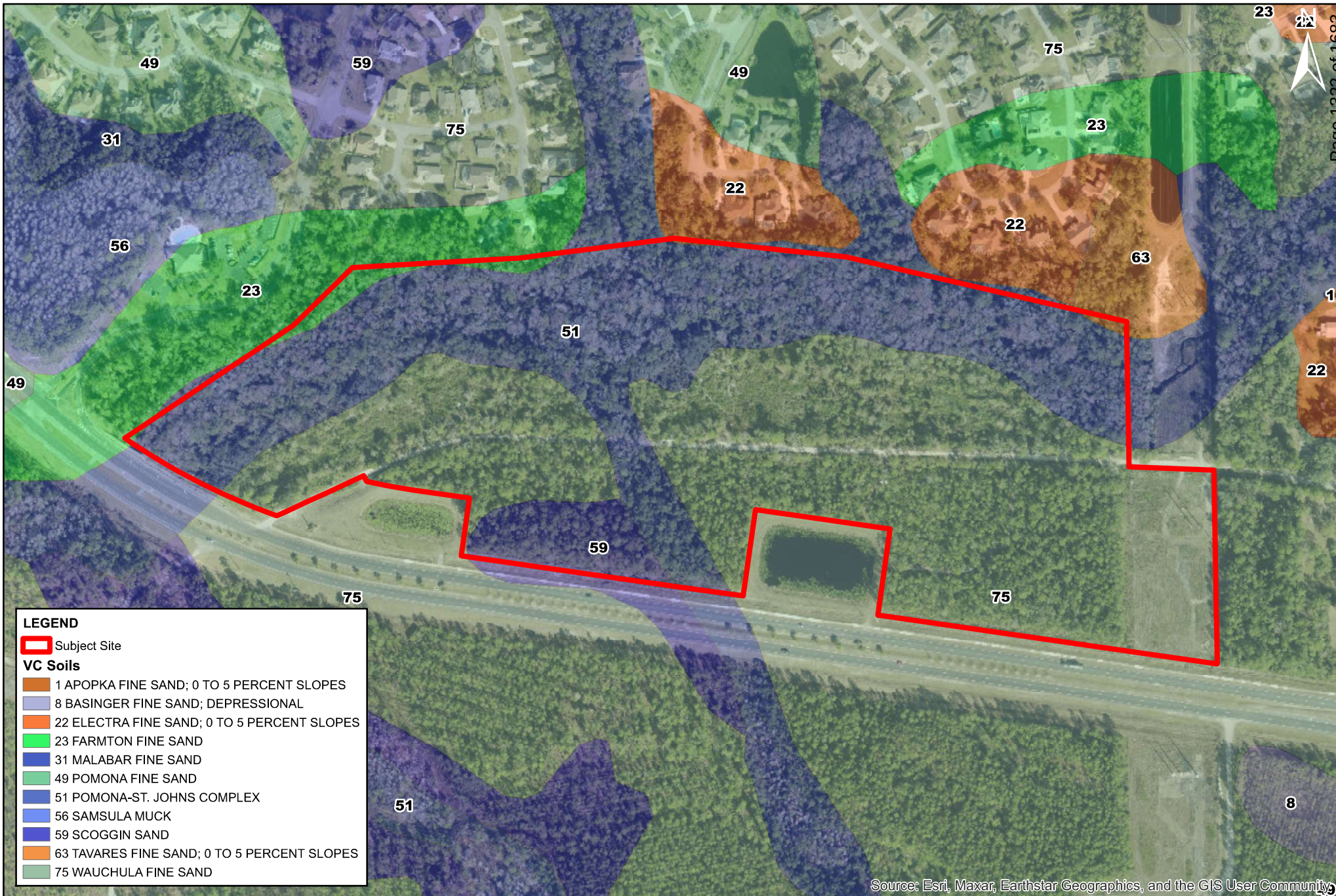
Future Land Use

 Medium Density Residential (MDR)

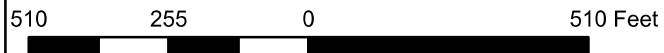
 Open Space/Conservation (OS/C)

 Suburban Low Density Residential (SLDR)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Date Saved: 9/3/2024 Created by: eobrien
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Soils Map Little Tomoka Village Ormond Beach, FL

ZEVC **COHEN**
ASSOCIATES INC.
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Sec. 2-35. PRD, Planned Residential Development District.

.....

(c) *Density.*

- (1) *Allowable densities.* The maximum allowed gross density level of a planned residential development shall vary according to the land use classification assigned to the property on the city's adopted future land use map, subject to the provisions of this section. Where more than one (1) land use classification is included in the project, the least-dense classification shall apply.
- (2) *Density bonus.* Except within the SR district, any planned development may qualify for a density increase of up to twenty percent (20%) over the allowed density, as based on the adopted future land use map, provided that the increase will not create the following adverse situations:
 - a. Adverse impact on neighboring sites or subject site;
 - b. Traffic congestion in the streets which adjoin the development; or
 - c. An excessive burden on sewerage, water supply, parks, recreational areas or other facilities which are proposed to serve the development.
- (3) *Density and project phasing.* Where a PRD is proposed to be constructed in phases, at no point in the development of the project shall constructed density exceed the overall density per acre approved for the entire project.
- (4) *Holding capacity; density.* Density determined in subsection (c)(1) of this section is for gross density purposes only. A more refined methodology for determining the holding capacity of a particular site proposed for development is derived from a three-tiered system based on soil characteristics related to the high seasonal groundwater tables (as derived from the SCS soil classification study); flooding potential as noted on the FEMA, FIRM maps; and the availability of central water and/or central sewer facilities. Table 2 illustrates the relationship between environmental constraints and water and sewer availability when calculating density. This table lists the coefficients for determining density in a matrix.

The procedure for determining holding capacity is as follows:

- Step 1: Applicant prepares environmental constraints map for the parcel proposed for development;
- Step 2: Calculate the acreage of property within each particular environmental constraints category;
- Step 3: Multiply the acreage in each category by a coefficient determined by site-specific environmental constraints and availability of water and sewer as noted in table 2.
- Step 4: Sum the totals for each category to achieve the holding capacity for the parcel in terms of maximum potential density.

Once the holding capacity is determined, the developer must prepare plans that are consistent with the holding capacity and environmental constraints of the subject property.

Five (5) distinct environmental constraint categories have been identified and are described below, together with their density allocations.

- a. *Very Low.* Areas that lie within the 100-year floodplain and where the seasonal high water table is at or above the surface or areas outside of the 100-year floodplain where the seasonal high water table is six inches (6") or more above the surface. Here, the constraints are seen as being severe, with associated environmental impacts too damaging for community development. Areas in this

category are, for the most part, the riverine wetlands and cypress swamps interspersed among the pine flatwoods. Representative soils include the various mucks associated with the wetlands and more established cypress systems. A nominal standard of 0.2 units to the acre (one (1) unit per five (5) acres) is assigned as the maximum achievable density for this category, regardless of the availability of central utilities (facilities are not planned for these areas). In some cases, it is conceivable that a single development site could be located within a five-acre parcel classified entirely as "very low." However, a more likely scenario, particularly for larger parcels, would be the transfer of the density allocation to the more buildable areas of the site.

- b. *Low.* Includes soil types with a seasonally high water table that, at times, will reach and exceed the surface. This category includes land that falls within designated 100-year floodprone areas and has a seasonal high water table that does not reach the surface and is not greater than six inches (6") below the surface, or lands where the water table will occasionally be at or above the surface (zero (0) to six inches (6") above) but, for various reasons, is not designated as a 100-year floodprone area. The low category encompasses the more subtle depressional features among the flatwoods. The pine/cypress vegetative community and the depressional variety of the Pomona, Immokalee, and Myakka soil series commonly occur in this category. These lands can tolerate a certain amount of mitigated modification without irreversible environmental damage. The maximum density value for this category is 0.5 units per acre (one (1) unit per two (2) acres) regardless of the availability of utilities. As with the very low category, these levels of development can be achieved only under the ideal circumstances consistent with the criteria for protection of wetlands that typically occur within this soil category. Therefore, development is not likely to occur at assigned densities within these areas but will probably be transferred to other more suitable on-site uplands.
- c. *Medium Low.* These are areas that are within the 100-year floodplain and the seasonal high water table is greater than six inches (6") to twenty-four inches (24") below the surface or those areas that are outside of the floodplain and the seasonal high water table does not reach the surface and is not greater than six inches (6") below the surface. Density ranges in this category are one (1) unit per two (2) acres without infrastructure; one (1) unit per acre with central water only; and three (3) units per acre with both central water and sewer. Depending upon actual vegetative system conditions, these areas may be suitable for limited development or for open space uses with on-site density transfer to more suitable areas.
- d. *Medium.* The criteria for designating lands in the medium category is the seasonal high water table greater than six inches (6") below the surface to twenty-four inches (24") below and outside of floodprone areas or is twenty-four inches (24") or greater below surface if in floodprone area. Extensive areas in the western and southern portion of the Pamlico Terrace are in this category. Due to the nearly level terrain in those areas within the floodplain, the water table hovers near the surface for two (2) to three (3) months a year. However, with proper drainage design and adequate infrastructure, development potential can reach up to four (4) units per acre with central water and sewer; one (1) unit per two (2) acres with no central utilities; and two (2) units per acre with central water only. Planned unit developments, with net densities in excess of one (1) unit per acre utilizing either well or septic or one (1) unit per two (2) acres utilizing well and septic may be allowed provided that minimum lot size requirements are not reduced, to achieve maximum potential density. Instead, transfer of density to a portion of the site serviced by a central system will be allowed, provided the proposed development is consistent with the zoning district requirements, level-of-service standards, and compatible with the natural resources.
- e. *High.* This category includes lands that are not within a floodprone area and have a water table deeper than twenty-four inches (24") below the surface. These lands generally consist of deep sandy soils and are the most suited for community development. They are in relatively short supply due to the prevailing high water tables and floodprone conditions in the undeveloped perimeter areas of the city and the early development of the deep, sandy ridge areas. Representative soils of

this category include the Tavares, Daytona, and DeLand series. Up to six (6) units to the acre (roughly the equivalent of duplex or zero-lot-line development on five thousand (5,000) square foot lots) is achievable with central utilities. With central water only, the maximum density would be three (3) units per acre if that could be achieved under health department septic standards. The location of package plants is acceptable in the medium and high categories for planned unit developments at the higher densities (e.g., greater than one (1) unit per acre) on an interim basis only where it is not economically feasible (due to and/or sewer service at the time of development. In these cases, the development shall be dry-lined and impact fees paid in advance or bonded for. Without central sewer or water, the maximum density is one (1) unit per two (2) acres (project size in relation to line extension distances) to connect to central water.

Table 1. Density Determinations

Development Potential	None	Water Only*	Water and Sewer
Very Low	0.2	0.2	0.2
Low	0.5	0.5	0.5
Medium Low	0.5	1.0	3.0
Medium	0.5	1.0	4.0
High	0.5	1.0	6.0

* For purposes of computing maximum potential density only; a minimum lot size of 1 acre is required for any development utilizing septic tanks. Connection to central sewer will be required whenever line extensions and appurtenances thereto are deemed economically feasible.

Table 2. Characteristics of Environmental Constraint Categories

Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
Very Low	N/A	At or above the surface
Low	IN	0.1" to 6" below surface
Medium Low	IN	6" to 24" below surface
	OUT	0.01" to 6" below surface
Medium	IN	24"+ below surface
	OUT	6" to 24" below surface
High	OUT	24" + below surface

ATTACHMENT 4

Hunter's Ridge Development of Regional Impact Excerpts

BOOK PAGE
3696 1719
VOLusia CO. FL

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.

EXHIBIT "C" REVISED

LEGEND

-  VILLAGE RETAIL OFFICE
-  VILLAGE OFFICE
-  PARK OF COMMERCE (LT. INDUST.)
-  RECREATIONAL FACILITIES
-  PARKS & SCHOOLS
-  VILLAGE SERVICES
-  WETLAND CONSERVATION
-  SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
-  MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
-  MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



CONSERVATION
AREA

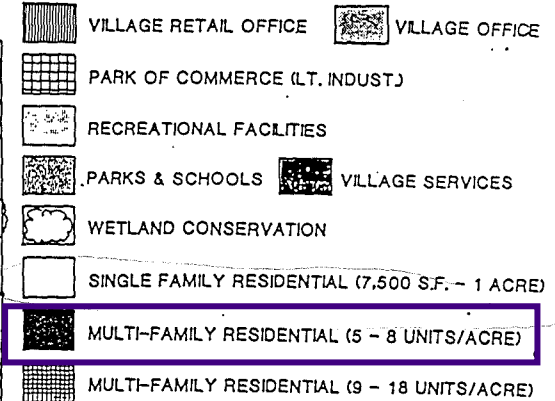
CONSERVATION AREA

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

3001
3739 1910
VOLUSIA CO., FL
Best Available Copy

LEGEND

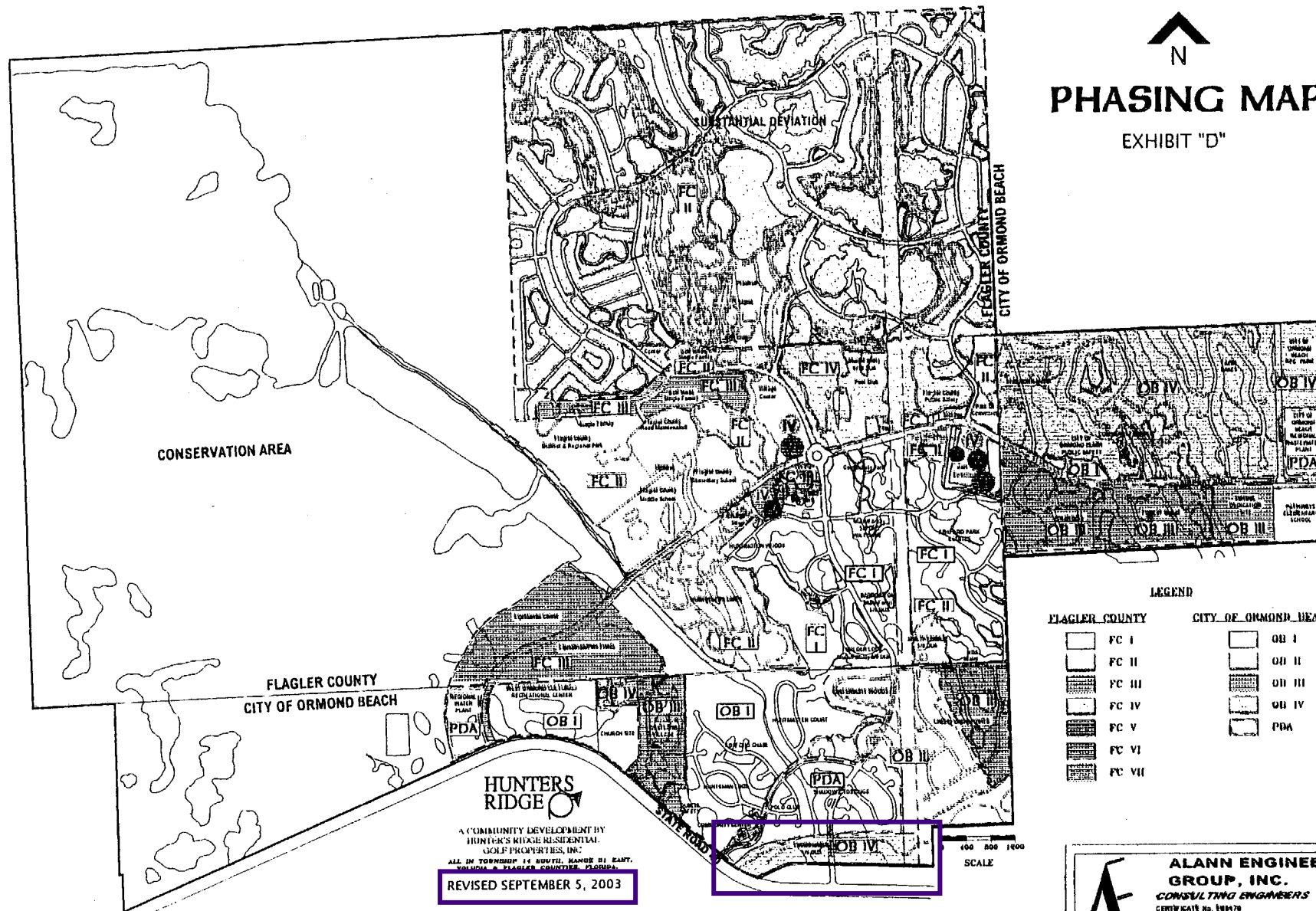


Page 1329 of 1683



PHASING MAP

EXHIBIT "D"



ATTACHMENT 5

Neighborhood Meeting Summary from the Applicant

Memorandum



231 N. Woodland Blvd.
DeLand, FL 32720
(386) 736-7700
CobbCole.com

To: Steven Spraker, AICP, Planning Director, City of Ormond Beach
From: Mark A. Watts, Esq.
Date: November 15, 2024
Project: Little Tomoka Village PD
Subject: Neighborhood Meeting Summary, October 30, 2024

A neighborhood meeting was held on October 30, 2024 at 6:00 pm at the Coquina Presbyterian Church, 2085 W. Granada Blvd., Ormond Beach, FL 32174

Mark Watts from Cobb Cole, Luke Kilic from Zev Cohen, Matt West from LTG and Joe Brinson from ECS were in attendance to discuss the project in detail. Approximately 17 interested citizens attended the meeting (please see the attached sign-in sheets).

A few surrounding property owners submitted questions in advance. Please see the attached emails from those neighbors. A neighbor also provided photos of high water from the Little Tomoka River on his property in 2022. Please see the photos attached.

Mark Watts gave an overview of the PD requests. A PowerPoint presentation was given regarding the history of the land and the details of the project. The meeting was then opened for questions and comments from the attendees. Some of the questions and comments were:

Traffic:

Several residents expressed concerns about traffic safety. Concerns primarily related to existing safety at the intersection of Shadow Crossing Boulevard and the need for a traffic signal. The project team was asked if a signal would be installed at the planned entry drive into the project. The team responded that the specific requirements would be subject to review and permitting by the Florida Department of Transportation (FDOT), as the regulatory agency with jurisdiction over S.R. 40. The project team explained that eastbound trips from the proposed project would be required to turn right of the project and make a u-

turn in the median opening at Shadow Crossing Boulevard. Residents asked if a signal would be required at Shadow Crossing Boulevard and we explained that FDOT would review and determine what, if any, intersection improvements would be required to accommodate the project traffic.

One resident asked about the extension of Hunter's Ridge Boulevard through the project site as contemplated by the original DRI development order to Hunter's Ridge. The project team explained that an extension of Hunter's Ridge Boulevard was not planned and that environmental impacts and permitting associated with crossing the Little Tomoka River were a primary reason.

Another resident asked how the project would impact Old Tomoka Road. The project team explained that an application has been filed with Volusia County to vacate Old Tomoka Road to the eastern boundary of the project parcel. The team explained that a turnaround would be provided at the new western terminus of Old Tomoka Road. Several residents commented that the vacation would eliminate current use of Old Tomoka Road as a "party spot" where people often congregate to drink beer.

Stormwater:

Several residents raised questions about the management of stormwater from the site. They also mentioned that the Little Tomoka River backed up and flooded portions of their rear yards during recent storm events such as Hurricanes Ian and Milton. The resident that provided the attached pictures mentioned that a private property owner downstream from the project site had constructed a dam across the Little Tomoka River that limited natural flow.

The project team explained the process for review and approval of stormwater system permitting by the City and St. Johns River Water Management District. The same resident mentions the presence of an unpermitted dam downstream.

The project team highlighted the fact that the project does not propose any wetland and only minor floodplain impacts to the Little Tomoka River. We also discussed the existing FDOT ponds adjacent to the site and confirmed that the outfall from those ponds would be maintained and continue to flow into the Little Tomoka River through a drainage easement.

It was noted that there may be an unpermitted dam downstream.

Wildlife

Several residents raised concern about the impacts to wildlife in the area. The project team explained the review and permitting process for protected species and that those reports must be updated within 90 days prior to construction commencing. We also noted that the corridor along the Old Tomoka River was being maintained and would provide a connected wildlife corridor. Several residents suggested a modification to the northwest corner of the residential subdivision layout to provide more buffer to the Little Tomoka River and wildlife corridor. The project team advised that we would review and consider their suggestions.

Nature of Planned Residential and Future Development

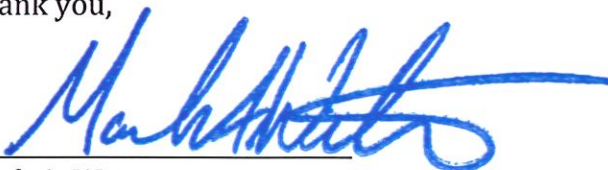
The project team explained that the existing maximum residential density for the project site could yield approximately 170 single or multi-family residential units. We explained that the planned 31-unit, gated neighborhood was a more responsible approach. The project team explained that the PRD process was being used to permit some smaller lot sizes, due to the site layout, but that general lot sizes were comparable to what is otherwise permitted under the City's Suburban Residential (SR) zoning classification. Several positive comparisons were made to the existing Indian Springs and Il Villaggio neighborhoods.

Several residents asked about the timing and design of the proposed church. The project team indicated that while planning for shared infrastructure and associated development criteria were proposed under the PRD, specific details regarding the final architectural design and timing were unknown.

The meeting concluded after approximately an hour and a half. Members of the development team remained onsite to discuss individual questions from any residents that still had them.

There might be an unpermitted dam downstream from the proposed development site.

Thank you,



Mark A. Watts

Lynne Figenschner

From: Lorraine Wenstrom <sadiew29@yahoo.com>
Sent: Thursday, September 26, 2024 10:35 AM
To: DeLand Use
Subject: Little Tomoka Land trust

Hello,

I am responding to the letter about the 31 houses, church, and community recreation use center. We are not in favor of this construction project. First, it will lead to more traffic on Rt. 40, which is already a problem heading out of Hunter's Ridge, especially if there is a church involved with all the cars in and out of the development. Also, it will be a noise problem after removing all of the forest behind our community. On a quiet night, we can hear the traffic on Rt. 40, and this will only intensify. Also, Our wildlife is being pushed out of their area. We enjoy the peaceful community with the trees and many critters that roam our neighborhood. And, the letter doesn't mention what kind of housing this will be other than single units. What will be the square feet of the houses. Also, why is another church being built and a recreation center. Do we need that so close to our homes? I am not opposed to churches or recreation centers, but that is a small plot of land. Why there at this time. I can not attend the meeting on the 8th but would like answers to my questions.

Lorraine & Robert Wenstrom
3 Sundrop Watch (Hunter's Ridge)
Ormond Beach FL 32174

Lynne Figenschner

From: Zee Schertl <zee4sky@gmail.com>
Sent: Thursday, September 26, 2024 8:55 PM
To: DeLand Use
Subject: Ormond Beach, Hunters Ridge Neighborhood meeting to be held on 10/08/24

Due to the following factors, I'm very concerned regarding the proposal of amending the land next to our development site, here at Hunters Ridge, in order to build more homes.

- A. We live in a safe community that has a great conservation area surrounded with wildlife and animals that will be greatly impacted by this project.
- B. This new development will greatly impact the homes that are currently on the property line behind the proposed development.
- C. Don't know how our water, irrigation and sewer system will be affected by this project, specially since we have peptic tanks.
- D. Heavy traffic is also going to affect our roads existing Granada/ highway 40, specially sine the speed limit in this area is 60 miles per hour.
- E. We already have several houses of worship near us that have served us well.

These are some areas that I believe should be addressed before any decisions are made. Hopefully they will be discussed by all parties involved.

Respectfully yours,

Mrs. Z. Schertl

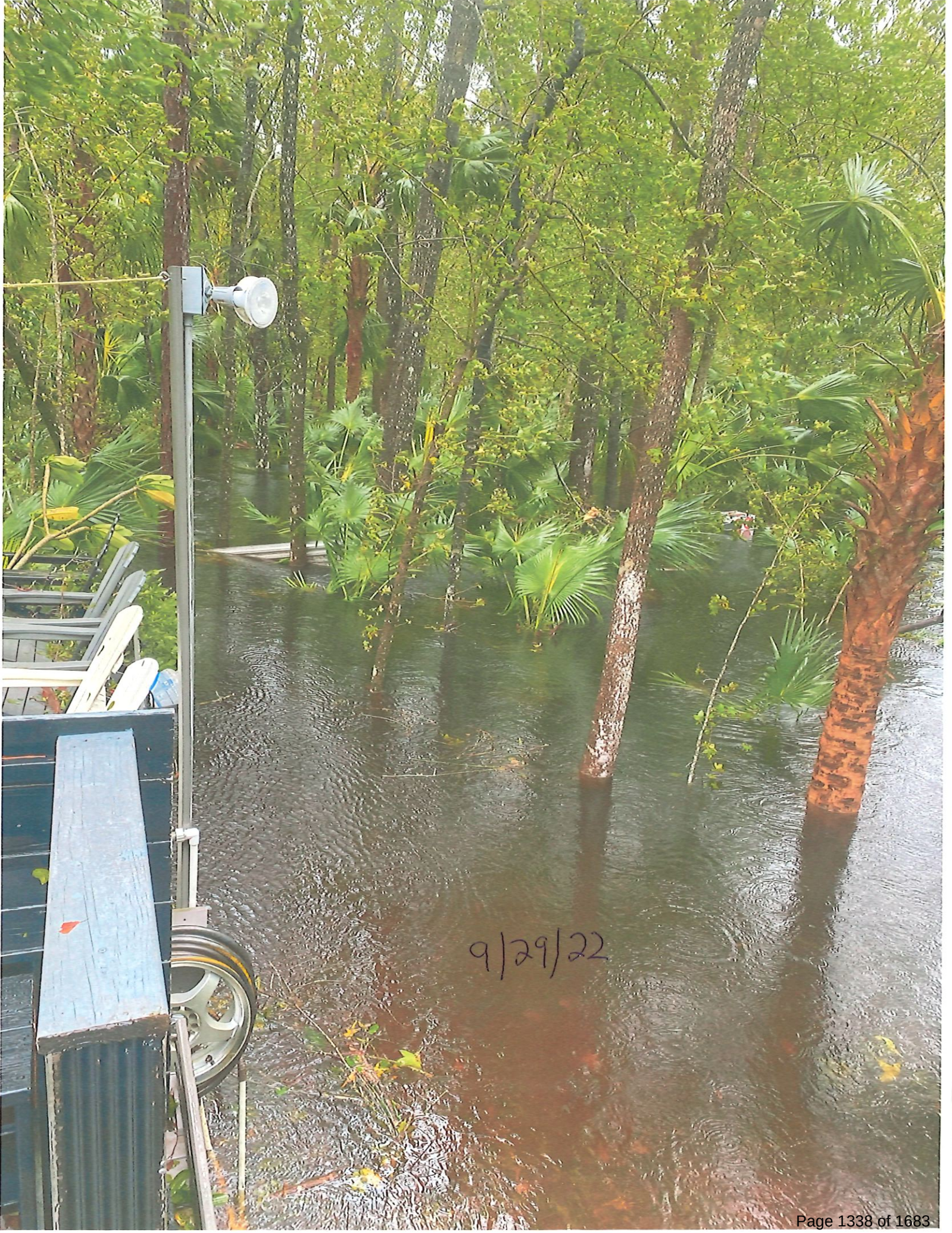
Lynne Figenschier

From: Sj Driscoll <standriscoll@yahoo.com>
Sent: Wednesday, October 23, 2024 10:30 AM
To: DeLand Use
Subject: Little Tomoka Village

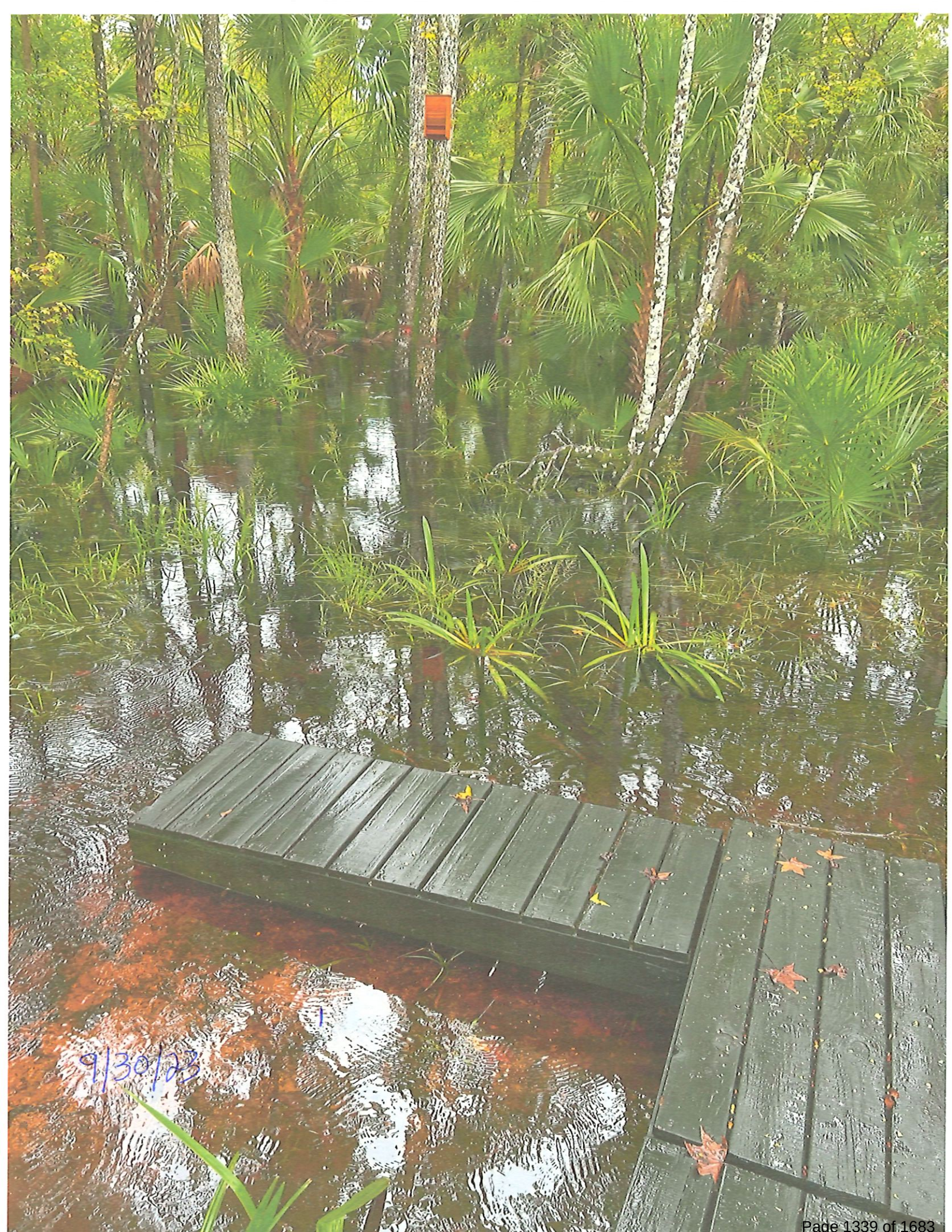
As the Little Tomoka River bisects the subject proposed development, do have have any maps, drawings or anything that will indicate the specific location any site improvements, most particularly those abutting the river, that you will make available?

Thank you
Stan Driscoll

[Yahoo Mail: Search, Organize, Conquer](#)



9/29/22



9/30/23



Planning Board minutes from December 12, 2024

ITEM:

PZ-2024-068(A)

Little Tomoka Village,
Planned Residential Development,
Zoning Map Amendment

Recommended for Approval (4-2)

V. APPROVAL OF MINUTES

A. October 29, 2024 Minutes

Vice Chair Shull entertained a motion to approve the October 29, 2024 Minutes.

Mr. Galloway moved to approve the October 29, 2024 Minutes. Mr. Jorczak seconded the motion. Vote was called, and the motion was approved (6-0).

B. November 14, 2024 Minutes

Vice Chair Shull entertained a motion to approve the November 12, 2024 Minutes.

Mr. Galloway moved to approve the November 12, 2024 Minutes. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No Report.

VII. PUBLIC HEARINGS

A. PZ-2024-68 (A) – Little Tomoka Village, Planned Residential Development, Zoning Map Amendment; and,

B. PZ-2024-68(B) – Little Tomoka Village, Planned Residential Development, Issuance of a Development Order

Mr. Steven Spraker, City Planning Director introduced the two applications. He stated that the applications for a Zoning Map Amendment and Issuance of a Development Order are related and would be presented together. Mr. Spraker stated each application would require the Planning Board to provide a recommendation independently.

Mr. Spraker stated that the first application is a Zoning Map Amendment from SR, Suburban Residential to PRD, Planned Residential Development. He reviewed the property under application and described the land owned by Glen Fishman, as Trustee of the Little Tomoka Land Trust, dated January 26, 2021. This land area is part of the Hunter's Ridge Development of Regional Impact and allows 50 multi-family units such as patio, cluster, or town house units. Mr. Spraker discussed the land area owned by Saint Mary Macedonian Orthodox Church, Inc. He displayed the location of the Florida Department of Transportation retention ponds and Old Tomoka Road. Mr. Spraker stated that Old Tomoka Road is a Volusia County right-of-way that is being sought to be vacated within the project limits. He showed the location of the Little Tomoka River.

Mr. Spraker reviewed the project land uses of "Open Space/Conservation" (16.01 acres), "Medium Density Residential" (16.91 acres), and "Suburban Low Density Residential" (17.22 acres). He stated that the project has 34.13 acres of developable area within the "Medium Density Residential" and "Suburban Low Density Residential" land uses.

Mr. Spraker stated that the Site Plan Review Committee is recommending approval of the Zoning Map Amendment.

Mr. Spraker introduced the second application (PZ-2024-68(B)) of the Issuance of a Development Order. He stated the subdivision of land within the “Suburban Low Density Residential” land use is a three step process that starts with a Planned Residential Development. The Planned Residential Development is a zoning document that includes review by the Site Plan Review Committee, a neighborhood meeting, review and recommendation by the Planning Board, and final action by the City Commission. Mr. Spraker reiterated that the Planned Residential Development is a zoning document and does not contain engineering construction plans.

Mr. Spraker stated the next step in the subdivision process is a Preliminary Plat which are construction documents. The Preliminary Plat contains stormwater design and a full set of construction details. He stated this process also requires review by the Site Plan Review Committee, review and recommendation by the Planning Board, and final action by the City Commission. Mr. Spraker stated that the final step in the subdivision process is a Final Plat which as a legal document that allows the subdivision of land. He stated that a Final Plat requires review by the Site Plan Review Committee, review and recommendation by the Planning Board, and final action by the City Commission.

Mr. Spraker reviewed the development order application and provided the following information:

- Project size is 50.14 acres.
- 31 residential units.
- House of Worship (3,218-square-feet) and amenities building (10,000-square-feet).
- Residential density is one unit per acre in “Medium Density Residential” and “Suburban Low Density Residential” land uses.
- Subdivision is to be private and gated.
- Internal sidewalks proposed.
- Dog park proposed.
- Greenbelt buffers exceeded.
- Perimeter buffers and setbacks exceeded.
- Adequate school capacity letter provided.
- Environmental Assessment Report provided.
- Project committed to a higher design standard for stormwater.
- Traffic memorandum prepared. Project does not generate enough trips to require a Traffic Impact Analysis.
- Improvements to West Granada Boulevard would be determined by the Florida Department of Transportation (FDOT).

Mr. Spraker stated traffic, Old Tomoka Road, stormwater and flooding, impacts to wildlife, and the Planned Development process were items discussed at the neighborhood meeting.

Mr. Spraker stated that the Site Plan Review Committee (SPRC) recommends approval of the Development Order and that additional project submittals would be required with public hearings. The tentative City Commission dates are January 21, 2025 and February 4, 2025.

Board Discussion and Questions

Vice Chair Shull opened it up to the Board for discussion and questions.

Mr. du Moulin inquired if the project would use septic systems. Mr. Spraker confirmed that the project would connect to City sewer services and that there is a capital project that would extend sewer along the project boundary.

Mr. Scudiero asked how the widening of SR40, West Granada Boulevard, may impact the project. Mr. Spraker responded that there is a current Florida Department of Transportation project from Williamson Boulevard to Breakaway Trails to expand the roadway to six (6) lanes. He explained that this project is not funded at this time. Mr. Spraker stated that based on resident concerns, staff has discussed the intersection of Shadow Crossings Boulevard and West Granada Boulevard with Florida Department of Transportation. He stated that the Florida Department of Transportation provided two studies of the intersection from 2019 and 2021. He stated that Florida Department of Transportation did offer to update the studies if conditions have changed. Mr. Spraker stated the two signal warrant studies did not warrant a traffic signal at that time and conditions could change to warrant a traffic signal at some point in the future.

Mr. Scudiero asked about the roadway within the original Development of Regional Impact that showed a crossing of the Little Tomoka River. Mr. Spraker stated that the Hunter's Ridge Development of Regional Impact did not have the right-of-way to connect to West Granada Boulevard. Mr. Spraker continued that the potential environmental impacts would preclude the construction of the roadway.

Mr. Jorczak sought to confirm that all the traffic leaving the project would make a right hand turn and go west on West Granada Boulevard and perform a U-turn to go in an east direction on West Granada Boulevard. Mr. Spraker stated that the applicant has the project transportation engineer in attendance and they can describe the traffic pattern. Mr. Spraker confirmed that the project driveway would be a right in and right out from West Granada Boulevard. He confirmed that if vehicles desired to go east on West Granada Boulevard, they would need to make a U-turn movement at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Spraker showed an aerial of intersection of Shadow Crossings Boulevard and West Granada Boulevard.

Applicant's Presentation

Mr. Mark Watts, Esquire, Cobb Cole Law Firm, 231 Woodland Boulevard, DeLand, stated he was the project attorney. He stated staff's presentation provided the land use and regulatory framework of the applications. Mr. Watts reviewed the project's land uses and stated the project team focused on the traits of the property rather than the existing entitlements. He stated that this included being closer to West Granada Boulevard and clustering of units.

Mr. Watts reviewed the future land use entitlements that included the 50 multi-family units of Old Tomoka Road which would require a site plan only for construction. He continued that the maximum allowable density is 170 units for the total project. Mr. Watts stated the proposed project includes 31 lots in a gated subdivision, plus a House of Worship and related community facility.

Mr. Watts stated that this is a mixed use project. He stated that the project team sought to set back as far as possible from the Little Tomoka River and protect the existing

wetlands. Mr. Watts continued that the project design has limited use of the “Medium Density Residential” land use acreage, leaving this area as a buffer to the environmental areas and Hunter’s Ridge subdivision. He stated that the Old Tomoka Road right-of-way is the dividing line to the “Medium Density Residential” land use. Mr. Watts stated that the vast majority of the project development is south of the Old Tomoka Road right-of-way.

Mr. Watts stated that 33.1 percent of the site is proposed for development activity with 66.9 percent preserved in conservation. The development area is close to West Granada Boulevard in a cluster design with areas of tree preservation, upland buffers, and wetland preservation.

Mr. Galloway asked Mr. Watts to show the location of the Little Tomoka River. Mr. Watts provided a site plan and provided the Little Tomoka River location. Mr. Galloway inquired to the retention area for the project. Mr. Watts reviewed the stormwater areas and the tree preservation areas of the project.

Mr. Watts discussed past versions of development plans for this property stating that some concepts had smaller lots and more density. He referenced the Il Villaggio subdivision on West Granada Boulevard that has similar characteristics with patio homes. Mr. Watts stated the focus of the project was to keep similar lot sizes as the existing Hunter’s Ridge subdivision with lots of 9,500 square feet and higher. He stated that the subdivision is proposed to be gated. Mr. Watts stated the residential component of the project will be working with the House of Worship to construct those improvements, such as roadways, water and sewer. He confirmed that the project will be connected to City sewer services. Mr. Watts stated that there is no school or other day care uses planned in association with the House of Worship.

Mr. Watts stated that the project design seeks to minimize floodplain impacts, a concern that they heard at the neighborhood meeting. He stated at the neighborhood meeting there was discussion that someone constructed a dam within the Little Tomoka River to the east of the property. Mr. Watts stated that they sent the environmental consultant to investigate the flow of the Little Tomoka River and it was flowing well on their visit. Mr. Watts re-iterated that this process is a zoning process with a lot of technical design required as the project moves forward. The project will work with City staff and the St. Johns River Water Management District regarding the flow of the Little Tomoka River. Mr. Watts stated that stormwater is on everyone’s mind and has been a key topic the last 6 or 8 weeks. This project has committed to design to a higher stormwater standard of required 100-year storm event. Mr. Watts concluded some jurisdictions are considering making the 100-year storm event the requirement for stormwater design.

Vice Chair Shull asked where the Little Tomoka River comes into the property and where does it exist the property. Mr. Watts stated that the Little Tomoka River comes into the site from under West Granada Boulevard on the western edge of the property. He stated it flows through the property and then north and east. Mr. Scudiero stated that the Little Tomoka River runs through Hunter’s Ridge and Breakaway Trails.

Mr. Watts stated that Hunter’s Ridge residents raised questions of the proximity of the project to Hunter’s Ridge Boulevard and the Little Tomoka River. He explained that after the neighborhood meeting the cul-de-sac was removed and the lot widths were reduced to pull further away from the Little Tomoka River. Mr. Watts stated

that there is approximately 400 feet from any lot within the Hunter's Ridge subdivision. He stated that was good input from the neighborhood meeting.

Mr. Scudiero asked if the cul-de-sac made a difference in the site plan design. Mr. Watts stated the cul-de-sac was designed to provide access to two or three lots and emergency vehicle turning movements. He credited the project civil engineer for providing a redesign that allowed lot access and fire department access.

Mr. Watts introduced Kirsten Fawcett, Lassiter Transportation Group, as the project's transportation consultant. Ms. Fawcett stated that the project does not have any data for the queue at Shadow Crossings Boulevard and West Granada Boulevard intersection because the project does not meet the criteria for a traffic study requirement. She stated that there was a pre-application meeting conducted with the Florida Department of Transportation for this project. Ms. Fawcett stated that the project would be required a right in and right out project access point and would not meet the criteria for a full access median. She reviewed the project's U-turn movements at Shadow Crossings Boulevard and West Granada Boulevard. Ms. Fawcett stated as the subdivision construction plans are developed, the Florida Department of Transportation may require an access analysis that reviews adjacent medians that would include the queuing analysis.

Mr. Jorczak asked how many cars would the existing area handle at Shadow Crossings Boulevard and West Granada Boulevard trying to make that U-turn. Ms. Fawcett stated that information would be part of the access analysis. Vice Chair Shull inquired to the length of the turn lane at the intersection of Shadow Crossings Boulevard and West Granada Boulevard. Ms. Fawcett stated the turn lane is approximately 545 linear feet in distance but there is not information on the current stacking of vehicles.

Mr. Watts stated that projects that generate over 1,000 trips per day are required to conduct a Traffic Impact Analysis study as part of the zoning review. He stated that the project trips approximately 420 average daily trips and did not warrant the need for a Traffic Impact Analysis. He stated that the project is aware that Florida Department of Transportation has studied the intersection of Shadow Crossings Boulevard and West Granada Boulevard and there is ongoing review of West Granada Boulevard which may require additional improvements in the future.

Mr. Galloway sought to confirm that the stacking lane is 545 linear feet. Mr. Watts confirmed that the existing turn lane is 545 linear feet. Mr. Watts stated that we all realize that there should be a traffic light at Shadow Crossings Boulevard and West Granada Boulevard at some point. He stated this specific project does not trigger a traffic study because the volume is so low, but the project would perform whatever is required as part of the Florida Department of Transportation permit.

Vice Chair Shull stated that Hunter's Ridge has additional construction and would that be included in the traffic signal analysis. Mr. Watts detailed that projects are required to include existing approved projects as part of traffic analysis, including Hunter's Ridge and the Avalon project in Daytona.

Mr. Scudiero asked if there is going to be ingress and egress out of the property. Mr. Watts confirmed that one access point is proposed for the residential lots and House of Worship. Mr. Scudiero inquired to if a right turn lane would be required as part of the Florida Department of Transportation permit. Mr. Watts expected that would be

required and it is shown on the site plan. Mr. Scudiero stated that another similar project does not have a right turn lane into the project. Mr. Watts stated that the Florida Department of Transportation would control whether or not the turn lane is warranted.

Mr. Galloway asked if there was a number of the remaining lots to be developed within the Flagler County portion of the Hunter's Ridge Development of Regional Impact. Mr. Watts stated he did not know this number. Mr. Galloway stated around 1,500 lots and Mr. Watts stated that number seemed reasonable. Mr. Galloway asked if another entrance would be required for the Flagler County portion of the Hunter's Ridge Development of Regional Impact. Mr. Watts stated the Flagler County portion of the Hunter's Ridge Development of Regional Impact access is on Airport Road. Mr. Galloway asked if the Airport Road intersection with West Granada Boulevard would impact the need for a traffic light at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Watts speculated that eventually both areas, Shadow Crossings Boulevard and West Granada Boulevard, and Airport Road and West Granada Boulevard, will have traffic signals once warrants are met. Mr. Galloway stated that with or without this subdivision, a traffic light is coming at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Watts agreed with the statement and referred to the Avalon Daytona Project that proposes to connect into the intersection of Shadow Crossings Boulevard and West Granada Boulevard with the Hand Avenue extension.

Mr. Jorczak asked if the Avalon development is all residential. Mr. Watts stated that he is not aware of the layout of the Avalon development.

Mr. Scudiero asked about the access for the House of Worship and residential area. Mr. Watts confirmed that access to the residential area was gated and that there was no gate with the House of Worship area.

Mr. Railsback asked about the ownership of the common area and who owns what. Mr. Watts stated that there will two groups of ownership with the House of Worship and a residential Homeowners Association. He stated a plat would assign maintenance responsibilities of common areas, stormwater, roadways and amenities. He continued that shared attributes, such as the entrance, would have a maintenance agreement. Mr. Watts stated that the City's Land Development Code requires that the maintenance entities be identified as part of the subdivision process.

Vice Chair Shull inquired if the church is exempt from property taxes. Mr. Watts stated by state law, churches are exempt from property taxes. Vice Chair Shull sought to verify the limits of the church property. Mr. Watts stated the church would be identified as a lot on the plat. Vice Chair Shull asked which property the church currently owns. Mr. Watts responded the church owns the land area south of the Old Tomoka Road right-of-way. Vice Chair Shull sought clarification of who will own which part of the overall property. Mr. Watts stated that church will own the land west of the entrance road and 31 lot owners and the Homeowner's Association would own the land east of the entrance road. The ownership of the conservation area will be determined with the plat process.

Vice Chair Shull asked about the 10,000 square-foot amenities building. Mr. Watts stated in working with the church it seems like a good idea to share the building with the residential lots. Vice Chair Shull asked if within the Homeowners Association documents will it state that the residents have the right to use the amenities building

under certain conditions. Mr. Watts affirmed that this is correct. Vice Chair Shull asked what would happen if the church is sold. Mr. Watts stated the use of the amenities building would run with the land and not the individual property owner.

Mr. du Moulin stated that there are 52 Houses of Worship in Ormond Beach and Daytona Beach has well over 100 Houses of Worship. He stated per Florida Statutes 196.196 they do not generate any income for the City. Mr. du Moulin stated that he wanted to make that statement. Mr. Watts stated he understood the comment and the House of Worship purchased the property and only a portion is proposed to be used for that purpose. Mr. du Moulin stated he grew up in Boston and stated that there were fewer churches in a bigger city. Mr. Watts stated that communities have to plan for uses such as Houses of Worships and schools that do not create property taxes.

Mr. Scudiero recalled that some projects have become rental only communities and inquired if this project was designed for home ownership. Mr. Watts confirmed that the intent is for individual home ownership, such as Il Villaggio or Indian Springs. Mr. Scudiero stated that anyone could buy a lot and the lots would not be restricted. Mr. Watts confirmed that the lots would be for individual home ownership.

Mr. Scudiero asked about outdoor recreation. Mr. Watts showed the site plan with a proposed dog park.

Mr. Railsback stated that for the individual home ownership that the subdivision declarations would be an appropriate place for this language. Mr. Watts stated that private deed restrictions can also address the home ownership issue.

Audience Comments

Ms. Kim Kaszar, 14 Meadow Ridge View, Hunters Ridge, stated that her property backs up to the proposed development and express appreciation for the redesign after the neighborhood meeting. She expressed concern with flooding with past hurricanes and water is approaching her house. Ms. Kaszar inquired about the traffic, with all of the traffic already added to State Road 40 with Airport Road traffic and DR Horton homes. She stated that the traffic is getting much more aggressive. Ms. Kaszar expressed concern with the wildlife corridor. She encouraged a right turn lane into the subdivision and stated Il Villaggio entrance is dangerous.

Mr. Ted Rhodes, 4 Foxbrow Look, stated that it is 'hairy' as it is getting out of his neighborhood exit on State Road 40 without a traffic light there. There has already been a death at the intersection, according to Mr. Rhodes. He stated that he did not believe that this has been thought through. He spoke about the ten units proposed right on the frontage of the Tomoka River and expressed concern for them with the flooding already there. Mr. Rhodes asked that the developer go back and redesign the project. He urged the Board to postpone the agenda item. He added that Ormond Beach residents have had enough with the development in the area. He stated that he has talked with people about traffic and the quality of life and almost every resident has had enough with all the development in this area. He stated that he understood that we have a lot of real estate representation on this Board and that is not representative of the community. He continued that there be interest to build up and have more development. Mr. Rhodes proposed that we take a timeout and halt all residential encroachment and growth in Ormond Beach. Mr. Rhodes concluded that he started a petition and has 200 names on it and asked that it be considered with the record.

Ms. Christine Moore, 6 Lonetree Look, stated that the property behind her is located in the flood zone and has wildlife behind her property which she enjoys. She inquired about the square footage of the environmental preservation area. She asked if a second easement is proposed to provide two exits. Ms. Moore expressed her concern about traffic, as her neighbor at 4 Lonetree Look was in a serious accident ten years ago. She stated traffic has increased since then. She added that she was in her home for two years and then was told by her insurance company that she was in a flood zone. Ms. Moore asked if the proposed homes will be in the flood zone. She said that every time it rains it floods and the drain fills up. Ms. Moore advised the Board that she was told that she was grandfathered for the floodplain maps and was told that she had to get the flood insurance.

Mr. Paul Swanski, 52 Canterbury Woods, Hunters Ridge, expressed his concern with the removal of Hunters Ridge Boulevard as an exit being scrapped and added that Shadow Crossings Boulevard is a nightmare already to get in and out of now. He expressed concern about adding 31 homes and a church, stating Sundays will be absolutely impossible to get out of Hunter's Ridge with all the traffic coming from this development. He stated that he is a retired Deputy Sheriff and knows that with the Department of Transportation (DOT) that there is no guarantee of a traffic light. Mr. Swanski added putting a light on a curved road is a disaster especially as people are coming around the corner at 60 miles per hour. He stated that he has lived in Hunter's Ridge for 24 years and there have been two to three deaths in the area with the traffic and now this project will add more traffic.

Mr. Art Loguidice, 10 Meadow Ridge View, stated that he submitted photographs of the flooding in his yard from September 29, 2022, seven days after Hurricane Ian, as well as after Hurricane Milton, where there was three feet of water around his deck. He stated that the water extended to SR40. He commented that there is no place for the water go and how Hunters Ridge is a fish bowl. He stated water is coming from SR40 and the Hunters Ridge lakes. Mr. Loguidice stated that Hunter's Ridge Boulevard within the Development of Regional Impact was shown as going through this property as well as additional preservation. He suggested that more of the property be preserved. He detailed that there is a major wildlife corridor in this area, explaining that they have deer, turkey and a bobcat there. He stated now this area will be destroyed and we have already destroyed enough of Ormond Beach. Mr. Loguidice reviewed the pictures of his property and flooding concerns that were included in the Planning Board packet. He expressed his concerns with the wetlands and stated most of the development area is under water.

Ms. Phyllis Kent, 1729 John Anderson Drive, commented that she is the owner the 18-acre powerline property north up to Ashton Look and has three ponds on the property. She asked about the vacation of the Old Tomoka Road right-of-way and the limits of the vacation. Ms. Kent asked how she is going to have access to her property with the right-of-way vacation. She inquired about the details on the developers map and if there were any impacts to property that she owned. She asked where the water flow proposed and desired to verify that there is no impact to the existing ponds on the FPL easement that feed into the Little Tomoka River. Ms. Kent stated that she has gopher tortoises, bears, and wild turkeys and where the wildlife will go to. She expressed concern in heavy rains when it floods. Ms. Kent asked what the developer's image is for the preservation portion of the project, will it be natural or a green lawn.

She inquired about Mr. Fishman and asked if it is the same Mr. Fishman from a Flagler County Hunter's Ridge Development of Regional Impact project?

Mr. Josif Atanasoski, 427 N. Beach Street, business owner of Microflex, explained his interest in his proposed project and stated that he has lived in the City of Ormond Beach since the 1980s. Mr. Atanasoski added that he is interested in building a Macedonian church that will add approximately 25 cars at the church every Sunday and on major holidays (three times per year). He commented that church is small and he would like to build a church for the Macedonian community. Mr. Atanasoski stated that the project would meet required traffic (Florida Department of Transportation) and stormwater (St. Johns River Water Management District) requirements.

Mr. du Moulin asked if another existing vacant building could be utilized for the church elsewhere with the number of existing churches already in the city. Mr. Atanasoski replied that he looked prior and could not find one, and that he owns the 19 acres, with plans to bring in income from the proposed project from residents into the City of Ormond Beach.

Ms. Mary Anne Connors, 36 Hunt Master Court, Hunters Ridge, reviewed several of her concerns, beginning with the conservation area and if it will be protected from stormwater. She stated that these maps do not show tributaries that feed into the Little Tomoka River. She stated that her street flooded during Hurricane Milton. Ms. Connors stated that the stormwater needs to include all sub-basins that feed into the project's property. Ms. Connors commented that she wants to see a stipulation put in place that the church is going to be limited on activity to not include schools or child care facilities until such time that there is a traffic light at Shadow Crossings Boulevard and West Granada Boulevard. She stated adding another conflicting traffic movement at Shadow Crossings Boulevard and West Granada Boulevard is an immediate traffic safety concern. Ms. Connors stated that the intersection is not a traffic volume issue, but instead a safety issue. She stated improvements need to be made to Shadow Crossings Boulevard and West Granada Boulevard intersection to clarify traffic movements. She suggested that the intersection be channelize with safety improvements similar to what occurred at Pelican Bay in Daytona Beach. Ms. Connors stated she would like to see Ormond Beach participate in their own traffic study as there are four different jurisdictions permitting growth in the city and feels that they should look at it all, including Shadow Crossings as it is on a curve.

Applicant's Response

Mr. Watts responded to the flooding inquiries and stated that this was identified at the neighborhood meeting. Mr. Watts asked Mr. Luke Kilic, Zev Cohen & Associates to discuss the stormwater requirements. Mr. Watts stated that the project will exceed the stormwater requirements established by the City.

Mr. Luke Kilic, Zev Cohen & Associates, project engineer, 300 Interchange Boulevard, discussed the stormwater management system. He stated that there is both dry and wet stormwater ponds. He stated because the project drains to the Tomoka River, an Outstanding Florida Waterway, the project is required to provide 50 percent more treatment of stormwater and provide nutrient reductions. Mr. Kilic stated that the initial flush of stormwater will be directed to the dry retention pond which then overflows to the wet retention pond which includes a discharge to the Little Tomoka River as occurred in the pre-development condition. He stated for the flood zone, that

the on-site wetlands are holding water in storm events and the area is essentially a bowl that at a certain elevation discharges to the Little Tomoka River eastward.

Mr. Kilic stated that this is a very responsible development for several reasons. He stated that the project has sought to avoid floodplain impacts with only minor impacts which will provide compensating storage areas. Mr. Kilic stated that the lots will be outside the flood zone with a Federal Emergency Management Letter of Map Revision (LOMR) process.

Mr. Galloway asked if they are including the pad or entire lot in the Letter of Map Revision Process. Mr. Kilic replied that it is at least the building pad, but can look at the entire lot. Mr. Kilic stated that he understood the flooding concerns, but the permitting includes both the Florida Department of Transportation and the St. Johns River Water Management District. He stated that every drop of rain within the project will go into the project's stormwater system. He stated that the project can only discharge the stormwater flow that exists today.

Mr. Galloway asked if the flow is coming from the development to the south? Mr. Kilic presented the flow of water that comes from off-site and within the project boundaries. He stated on-site, that the water collects in the middle of the property and reaches an elevation that discharges to the Little Tomoka River. Mr. Galloway verified that water is flowing from the North into the Little Tomoka River. Mr. Kilic agreed that there was flow from the North going into the Little Tomoka River which will be maintained in its current condition.

Mr. du Moulin asked about the flow of the Little Tomoka River. He inquired if the waterbody was impaired by a lack of maintenance, such as trees within the waterway. Mr. Kilic stated that after the neighborhood meeting that the project team had their environmental consultant review the Little Tomoka River waterbody. He stated that Joe Brinson, with ECS, walked the Little Tomoka River to seek the dam mentioned at the neighborhood meeting.

Joe Brinson, with ECS, stated that he attended the neighborhood meeting and heard the concern with the dam within the Little Tomoka River. He stated that ECS went on-site and investigated a week after the neighborhood meeting and the water was within the channel. Mr. Brinson stated what could have happened that east of the powerline easement there was debris that could have created a dam-like impact. He stated with their observation, they did not see any dam or impairments to the water flow.

Mr. du Moulin asked if the waterway was free of debris. Mr. Brinson stated during their visit there were no obstruction and water was flowing through the Little Tomoka River. Mr. Watts provided a summary of the project stormwater system and stated that the project cannot discharge a greater rate or volume than existed in the pre-development conditions. He verified that the project's stormwater will discharge to the Little Tomoka River, because that is the discharge pattern today.

Mr. Watts stated that the petition with Volusia County to vacate a portion of Old Tomoka Road goes to the project's property line only. He stated that as part of the Volusia County review, there would be a cul-de-sac as part of the vacation of the right-of-way of Old Tomoka Road to allow continued access.

Mr. Watts referred to the question on the percentage of the property to be reserved for conservation. He reviewed a site plan and detailed the conservation area to be left

in its natural condition. Mr. Watts stated that the overall site is 50.14 acres and the portion of the site being left in its natural state is 66.9% or 33.54 acres. He stated one of the speakers asked for the square footage being preserved and it is approximately 1,461,161 square feet.

Mr. Watts discussed Hunters Ridge Boulevard as there were a couple of questions. He stated that there are a couple of reasons why that connection has not been made, nor would it be made. The first reason is that the Hunter's Ridge Development of Regional impact does not own the right-of-way for a connection to West Granada Boulevard. The second reason would be substantial impacts to the Little Tomoka River and the wetlands associated with it.

Mr. Watts discussed the flooding discussions. He stated that traffic is an evolutionary item, but so is stormwater. He recalled another project before the Volusia County Council where three developments were adjacent to the same lake that a project of his was adjacent to. He said if you look at the subdivision plats and the progression of stormwater requirements and regulations within the state. He stated that the lots in this area of Hunter's Ridge were platted in the late 1980s. He stated that the Volusia County project, also platted in the late 1980s did not have any stormwater management provided. Mr. Watts stated that the Volusia County project also had a subdivision built in the late 1990s with 60 acres of development area with 1.5 acres of stormwater management areas. He stated that the current subdivision located in Volusia County is 30 acres of development area with 6.5 acres in stormwater management areas. Mr. Watts stated that stormwater standards have evolved from when the first phases of Hunter's Ridge was developed and continue to evolve. He stated that the proposed subdivision will develop based on stormwater for a 100 year storm where the subdivisions to the north did not develop to this higher standard.

Mr. Watts stated that an individual inquired to Glen Fishman. He stated that Mr. Fishman is the owner of the land area within the Flagler County Hunters Ridge Development of Regional Impact.

Mr. Watts stated Ms. Connors inquired to limitations on the House of Worship use and that is something that the applicant can work through with staff. He stated that the Development Order can include conditions. Mr. Watts stated that he has spoken to the proposed church and there is no intention for a school or child care facility use. He was open to conditions that required a traffic signal at Shadow Crossings Boulevard and West Granada Boulevard prior to activities that create weekday trips associated with the House of Worship.

Mr. Kilic discussed the planned secondary access for the subdivision improvements. He stated that secondary access is required by the City's Land Development Code. Mr. Kilic displayed on the site plan the location for the secondary access that would be for emergency access vehicles only. Mr. Watts clarified that the secondary access would not be for residents, but only for emergency vehicles as needed. Mr. Galloway asked if the project was required to have a secondary access. Mr. Watts confirmed that the secondary access was required by the Land Development Code.

Galloway discussed newer technology that would pump down stormwater ponds prior to rainfall events and inquired if the project has looked at this technology. Mr. Watts and Mr. Kilic discussed the technology and how the project's stormwater would work. Mr. Kilic stated there is a system called National Stormwater Trust that can install AI related valves that work with electric power that reads weather forecasts

and would pump down stormwater ponds prior to a stormwater event by slowly discharging water to allow storm related volume to be accommodated in the stormwater pond. Mr. Kilic stated that this system is extremely expensive and not fully adopted by St. Johns River Water Management District. He stated that he has not obtained a permit with this technology to date.

Board Discussion and Questions

Mr. Galloway stated to the gentlemen who stated we in the real estate business approve everything, that is not true. He stated that he does commercial real estate such as warehouses and office buildings. Mr. Galloway stated that even if he did do residential real estate that he takes the best interest of the community into consideration. He stated flooding is terrible. Mr. Galloway stated he moved here in 1982, Granada Boulevard was one lane, Nova Road was one lane, there was no Hunters Ridge, and no Breakaway Trails. He continued that there is a housing need. Mr. Galloway stated it is almost like I got my toy and I don't want anyone else to have one. He stated the alternative is to build apartments which is not the American dream. The American dream is to have a house with a piece of land. Mr. Galloway stated that this land has zoning to allow apartments. He stated it is amazing that people come to us and use every reason not to approve something, yet I had to move out of my neighborhood because a new neighborhood. He asked, when did you build your house? Mr. Galloway stated the point is that we live in a great City and no matter if there is available land and it is zoned, people need houses. He stated if he lived out there, I would rather have a subdivision of 31 houses than apartments.

Mr. Galloway stated for someone to come into here and state that I am going to take care of the real estate, then yes because home construction leads to jobs. He stated that the greatest export in this area are kids leaving the area and state. Mr. Galloway stated that we need housing. He stated he does not like flooding and believes a traffic light is likely at Shadow Crossings Boulevard and West Granada Boulevard because of the Avalon Daytona project. Mrs. Galloway stated he wanted to make it clear that he does not sell houses. Mr. Galloway conclude that he understood the concerns presented and would prefer a single-family development.

Mr. Scudiero stated that he shares some of the concerns raised tonight and he also agrees with Mr. Galloway regarding the single-family use compared to apartments. He stated that he shares the concerns regarding traffic, the church, and the amenities building. Mr. Scudiero stated that he would be more in favor of 50 homes with no church and amenities center.

Mr. Jorczak stated his concerns are traffic related as he has seen the traffic impacts on Airport Road and the DR Horton operations within Flagler County. He stated that there is no question that growth is moving west and the impacts of Avalon Daytona has not started yet. He stated that Avalon Daytona has a massive number of houses and there is nothing that the City can do to prevent these traffic impacts. Mr. Jorczak referenced that Edgewater is exploring a residential moratorium to get a better handle on their flooding issues. He stated that the same residential moratorium discussion is being discussed by the Volusia County Council regarding flooding issues. Mr. Jorczak stated from what he heard tonight and his understanding of the regulations he believed that this particular development, which he considered small scale, that single-family houses are appropriate. Mr. Jorczak stated that he has mixed feelings because it is a reasonable approach as a small scale residential development

compared to what else is going on. He stated that the rules and regulations on stormwater have increased.

Mr. Jorczak stated he is less optimistic that the traffic issues will be resolved. He stated the City does not have much control of what the state will or will not do with respect to arterial roads within the City. He stated to impose a penalty on the positive side of this project because we cannot answer what the state is going to do to road situations is too extreme to shut all development down. Mr. Jorczak concluded that this project is more positive than what could be there based upon existing rights.

Mr. Railsback stated that similar to Mr. Galloway, he is disappointed and thinks it is obnoxious for a member of the community to start their presentation with insinuations that the real estate industry is serving their interests on this Planning Board. He stated he is able to move past that presentation and focus on the property owners in the community that are affected and their valid concerns. Mr. Railsback stated that he lives off SR40 and has to live with a U-turn movement to get in and out of his home. He stated that the traffic, particularly with the community center, can be addressed with the development order. Mr. Railsback stated that he agreed that a traffic light would assist with the significant safety issue at the Shadow Crossings Boulevard and West Granada Boulevard intersection. He stated that he also agreed that the Avalon development and the additional trips from Hunter's Ridge Flagler County will make traffic worse on SR40.

Mr. Railsback stated that this one development is not going to push something over an edge and be a tipping point. He stated it will be part of the growth trend in the area. Mr. Railsback stated as a community and individual property owners we need to advocate for a traffic light at the Shadow Crossings Boulevard and West Granada Boulevard intersection. He stated that he puts trust in the project engineer and the requirements for stormwater. He supports using the higher standard storm event to increase the stormwater provided for the project. Mr. Railsback stated the goal is to make the waterflow better than the pre-development condition. He stated that these reasons are something that this area can support the proposed project and he is not in favor of the multi-family potential development in that area. He recalled that there is proposed multi-family development next to where he lives and recalled going through a similar public hearing process. He summarized by stating no multi-family development, let's get a traffic light at the intersection, and better waterflow would be positive aspects of this project.

A member of the public approached the podium and requested to speak. He stated that he never said you would work on your own interest. He continued that he stated that the Planning Board was over represented. Vice Chair Shull stated that the public hearing portion of the item was closed.

Mr. du Moulin stated that he spent 24 years in the Coast Guard and he knew waterways. He stated that waterways need to be maintained. He stated that he is not opposed to this project, but agrees with Mr. Galloway that people are allowed to buy houses. Mr. du Moulin stated his strong issue is that there is no maintenance being done on these riverways, nothing is being cleared out. He recalled a past meeting with Mr. Carter on another project on a similar issue. He stated that he does not see St. Johns River Water Management District doing anything or the Army Corps of Engineers doing anything. Mr. du Moulin stated if he knew that these waterways were being maintained and cleared, then he would be more settled with this project.

He stated that he is a President of a Homeowners Association and has problems with a creek that is causing flooding problems. He stated he is seeking a plan to clean these waterways because they all flow to the rivers. He concluded that unless these waterbodies are maintained, we are just going to compound the flooding issues, no matter the engineering.

Vice Chair Shull stated she agrees with a lot of what has been said. She stated that she is not a fan of massive development, not a fan of clear cutting, not a fan of putting as many houses as one can squeeze into a parcel. She stated that she is in real estate, but is not a fan of the items stated. Vice Chair Shull stated that she was born and raised in Florida and development is occurring throughout the state. She stated that this project has taken a lot of consideration and it is 31 homes in areas zoned residential. She recalled other projects with more lots proposed. She stated that there is green space and the project design has gone above and beyond. She reviewed the reports included in the packet.

Vice Chair Shull stated that the property owner does have rights and have proposed a project that seeks to work with the City. She stated that with a church you can worship whomever you want and it is small in size oppose to Calvary. She stated she appreciated the attention and commitment regarding the flooding issues. She stated that with the last storm event she was in Hunters Ridge. She continued that the roads in the front older sections were flooded but the newer construction subdivision did not flood. She stated that it appears that the older sections did not have the same level of stormwater management that is required with new construction. She stated that the weather is changing with more storm events occurring. She commented that the front sections of Hunter's Ridge had 6 to 8 inches of water in the street and the houses sit up high. Vice Chair Shull stated that the Huntington subdivision phases did not have water in the streets after the storm event.

Vice Chair Shull stated that she liked the houses proposed. She concurred with other Board members in support of single-family houses versus multi-family apartments.

Board Recommendation

Vice Chair Shull called for a motion and stated that the two items needed to be voted upon separately.

Mr. Jorczak motioned to approve PZ-2024-68(A) – Little Tomoka Village Planned Residential Development Zoning Map Amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (4-2), with Mr. Scudiero and Mr. du Moulin opposed.

Mr. Jorczak motioned to approve PZ-2024-68(B) – Little Tomoka Village Planned Residential Development Issuance of a Development Order. Mr. Railsback seconded it. Vote was called, and the motion was approved (4-2) , with Mr. Scudiero and Mr. du Moulin opposed.

The Planning Board took a five (5) minute recess from 8:00 p.m. to 8:05 p.m.

It is critical that Ormond Beach growth is managed in a way that respects the serene lifestyle of our community. Instead of focusing on residential properties, we call on the city zoning board to instead prioritize community services such as infrastructure development, first responders, healthcare facilities and retail outlets — services that directly enhance our quality of life while retaining the charm of Ormond Beach.

The current pace of local residential developer growth threatens this delicate balance, potentially causing overcrowding in schools, increased traffic congestion and the destruction of our wonderful town's natural beauty.

Limiting residential growth can actually *increase* property values, which will in turn raise city revenues, and increases revenues per capita to local residents. This strategic direction offers a win-win situation where Ormond Beach not only retains its charm but also gains economically, and improves our overall quality of life.

We call on the Ormond Beach local zoning board to look this way ahead, and work towards halting the uncontrolled growth to protect Ormond Beach's valued character. Please take action and sign the petition to preserve the essence of Ormond Beach that we all cherish so dearly.

petition_signatures_jobs_490329435_20241212214708

Name	City	State	Postal Code	Country	Signed On
Ted Rhodes				United States	2024-12-03
megan bergen	Ormond Beach	FL	32174	United States	2024-12-03
Georgia Harrington	Ormond Beach	FL	32174	United States	2024-12-03
Joseph Rivera	Ormond Beach	FL	32174	United States	2024-12-03
Desiray Blackburn	Ormond Beach	FL	32174	United States	2024-12-03
Julie LoPresti	Atlanta	GA	30301	United States	2024-12-03
Amy Sandler	Daytona Beach	FL	32117	United States	2024-12-03
rose ann intiso	Ormond Beach	FL	32174	United States	2024-12-03
Robin Safranski	Daytona Beach	FL	32117	United States	2024-12-03
Aurora Lowell	Ormond Beach	FL	32174	United States	2024-12-03
Craig Lowell	Ormond Beach	FL	32174	United States	2024-12-03
Kelley Whiting	Ormond Beach	FL	32174	United States	2024-12-03
Jayne Briggs	Daytona Beach	FL	32117	United States	2024-12-03
Emily Garrison	Ormond Beach	FL	32174	United States	2024-12-04
Donna Hooper	Ormond Beach	FL	32174	United States	2024-12-04
Tina McCollum	Ormond Beach	FL	32174	United States	2024-12-04
Cheryl Boehm	Ormond Beach	FL	32174	United States	2024-12-04
Jamr Hart	Ormond Beach	FL	32174	United States	2024-12-04
Bonnie Williamson	Ormond Beach	FL	32174	United States	2024-12-04
ALICIA HALLIDAY	Ormond beach	FL	32174	United States	2024-12-04
Deborah Ringhaver Lane	Ormond Beach	FL	32174	United States	2024-12-04
David Habig				United States	2024-12-04
richard williams	virginia beach	VA	23455	United States	2024-12-04
Ken McDonald	Ormond Beach	FL	32174	United States	2024-12-04
Susan Gabriel	Ormond Beach	FL	32174	United States	2024-12-04
Pauline Whitfield	Ormond Beach	FL	32174	United States	2024-12-04
Mark Olson	Ormond Beach	FL	32174	United States	2024-12-04
Francine Maugeri	Ormond Beach, FL	FL	32174	United States	2024-12-04
Liz Erpelding-Garratt	Saint Augustine	FL	32086	United States	2024-12-04

Marie Disman	Ormond Beach	FL	32174	United States	2024-12-04
Vasudha Duggirala	Redwood City	CA	94061	United States	2024-12-05
KAREN NEUMEYER	Ormond Beach	FL	32174	United States	2024-12-05
Lance Armor		HI		United States	2024-12-05
Aaric Azucena	American Canyon	CA	94503-1292	United States	2024-12-05
Robin Kittinger	Ormond Beach	FL	32174	United States	2024-12-05
Dinah King	Ormond Beach	FL	32174	United States	2024-12-05
Ann Hess	Windsor	CO	80550	United States	2024-12-05
Jon Inwood	Brooklyn	NY	11226	United States	2024-12-05
Sophie Cook	Palm coast	FL	32137	United States	2024-12-05
Donna Hardy	Ormond Beach	FL	32174	United States	2024-12-05
Livia Taravella	Ormond Beach	FL	32176	United States	2024-12-05
Susan Campbell	Ormond Beach	FL	32174	United States	2024-12-05
Stephanie Fisher	Ormond beach	FL	32176	United States	2024-12-05
Leonard Purdy	Orlando	FL	32839	United States	2024-12-05
Lori Weir	Ormond Beach	FL	32174	United States	2024-12-05
Susan Susa	Orlando	FL	32822	United States	2024-12-05
WILLIAM FARO	Ormond Beach	FL	32174	United States	2024-12-05
Susan Harris	Ormond Beach	FL	32174	United States	2024-12-05
Glenn Harris	Ormond Beach	FL	32174	United States	2024-12-05
Carol Sanchez	Ormond Beach	FL	32174	United States	2024-12-05
Pamela B Price	Ormond Beach	FL	32174	United States	2024-12-05
Latisha Renteria	El Paso	TX	79928	United States	2024-12-05
Darlene Schneider	Ormond Beach	FL	32174	United States	2024-12-05
Karen Kramer	Ormond beach	FL	32174	United States	2024-12-05
Mary Hintze	Ormond Beach	FL	32174	United States	2024-12-05
mary Nebel	Ormond Beach	FL	32174	United States	2024-12-05
Irma DelBagno	Ormond Beach	FL	32174	United States	2024-12-06
tom fitzgibbon	Ormond Beach	FL	32174	United States	2024-12-06
Robin Shear	Ormond Beach	FL	32174	United States	2024-12-06
L Adams	Ormond Beach	FL	32174	United States	2024-12-06
George Schroeder	Ormond Beach	FL	32174	United States	2024-12-06

Diane Panas	Ormond Beach	FL	32174	United States	2024-12-06
ROBIN ELLIS	Orlando	FL	32801	United States	2024-12-06
Art Loguidice	Ormond Beach	FL	32174	United States	2024-12-06
Roger Winston	Berkeley	CA	94705	United States	2024-12-06
Michael Farrah	Orlando	FL	32824	United States	2024-12-06
Linda Godeau	Ormond Beach	FL	32174	United States	2024-12-06
Miriam Hughey-Guy	Ormond Beach	FL	32174	United States	2024-12-06
Marcus Lisicki	Ormond Beach	FL	32174	United States	2024-12-06
Wendy Tyrcha	Ormond Beach	FL	32174	United States	2024-12-06
Dalton Tyrcha	Ormond Beach	FL	32174	United States	2024-12-06
Wanda Walton	Cocoa	FL	32927	United States	2024-12-06
JOSEPH ERKER	Ormond Beach	FL	32174	United States	2024-12-06
Cherie Clearwater	Orlando	FL	32810	United States	2024-12-06
Lisa Di Nicolo	Ormond Beach	FL	32174	United States	2024-12-06
Jennifer Manousakis	Ormond Beach	FL	32174	United States	2024-12-06
Austin Ward	Corvallis	OR	97330	United States	2024-12-06
Jamile Torres	Watsonville	CA	95076	United States	2024-12-06
Waterman Todd	Ormond Beach	FL	32174	United States	2024-12-06
Steve Halliday	Ormond Beach	FL	32174	United States	2024-12-06
Christine DeCarli	Ormond Beach	FL	32174	United States	2024-12-06
Marlys OMalley	Tampa	FL	33606	United States	2024-12-06
Linda Harbison	Orlando	FL	32808	United States	2024-12-06
Marla Sands	Ormond Beach	FL	32174	United States	2024-12-06
Jesse Frauenhofer	Orlando	FL	32810	United States	2024-12-07
Pamela Powell	Winter Garden	FL	34787	United States	2024-12-07
Stephanie Pignataro	Ormond Beach	FL	32174	United States	2024-12-07
Wendy Hille	Ormond Beach	FL	32174	United States	2024-12-07
Jen Reilly	Ormond Beach	FL	32174	United States	2024-12-07
John Difiore	Daytona Beach	FL	32198	United States	2024-12-07
Georgeann Gardner	Ormond Beach	FL	32174	United States	2024-12-07
Vivian Heading	Ormond Beach	FL	32174	United States	2024-12-07
Janine Jones	Boston	MA	2118	United States	2024-12-07

Erick Arminio	Ormond beach	FL	32174	United States	2024-12-08
Traci DiGiacomo	Ormond Beach	FL	32174	United States	2024-12-08
HERMAN EISDORFER	Point Pleasant Beac	NJ	8742	United States	2024-12-08
Cheryl Garrett	Ormond Beach	FL	32174	United States	2024-12-08
Tonia Terry	Ormond Beach	FL	32174	United States	2024-12-08
Jordan Matson	Riverview	FL	33579	United States	2024-12-08
Matthew Vitacco	Crystal Lake	IL	60014	United States	2024-12-08
Brenda Jarvis	Ormond Beach	FL	32174	United States	2024-12-08
Roberta O'Steen	Ormond Beach	FL	32176	United States	2024-12-08
Robin Magleora	Ormond Beach	FL	32174	United States	2024-12-08
Gina Franco	Ormond beach	FL	32174	United States	2024-12-08
Bruce Manne	Ormond Beach	FL	32174	United States	2024-12-08
Melissa Creggar	Ormond Beach	FL	32174	United States	2024-12-08
Suzie Lindsey	Ormond Beach	FL	32174	United States	2024-12-08
Richard Blanchette	Ormond Beach	FL	32174	United States	2024-12-08
Claire Marks	Ormond Beach	FL	32174	United States	2024-12-08
Josie Jones	Daytona Beach	FL	32117	United States	2024-12-08
Angela Eacobacci	Ormond Beach	FL	32174	United States	2024-12-08
Bettina Barbour	Ormond Beach	FL	32174	United States	2024-12-09
Fay Kalteux	Ormond Beach	FL	32174	United States	2024-12-09
B Lantz	Ormond Beach	FL	32174	United States	2024-12-09
Jayne Garner	Ormond Beach	FL	32174	United States	2024-12-09
BRENDA BOLTON	Ormond Beach	FL	32174	United States	2024-12-09
Lisa Hiatt	Ormond Beach	FL	32174	United States	2024-12-09
Mark KITZMILLER	Orlando	FL	32821	United States	2024-12-09
Bart Marnitz	Ormond Beach	FL	32174	United States	2024-12-09
Christine Dupont	Saint Augustine	FL	32084	United States	2024-12-09
Tom Kealy	Daytona Beach	FL	32117	United States	2024-12-09
William Mundt	Orlando	FL	32819	United States	2024-12-10
Jessica Tyler	Palm Coast	FL	32137	United States	2024-12-10
Courtney Ayers				United States	2024-12-10
KAREN SZEMBORSKI	Ormond Beach	FL	32174	United States	2024-12-10

Jennifer Lancaster	Orlando	FL	32804	United States	2024-12-10
Rebekah Gary	Orlando	FL	32801	United States	2024-12-10
Joanna Wiseman	Palm Coast	FL	32137	United States	2024-12-10
Jack Gonzalez	Ormond Beach	FL	32174	United States	2024-12-10
Dalton William Meredith B	Orlando	FL	32825	United States	2024-12-10
Daniel Rutan	Ormond Beach	FL	32174	United States	2024-12-10
Cory Diamond	Ormond Beach	FL	32174	United States	2024-12-10
John Kueber	Ormond Beach	FL	32174	United States	2024-12-10
John Abramovic	Ormond Beach	FL	32174	United States	2024-12-10
Lindsey Diamond	Daytona Beach	FL	32117	United States	2024-12-10
Renee Cormier	Ormond Beach	FL	32174	United States	2024-12-10
yolanda lopez	Chicago	IL	60608	United States	2024-12-10
John Walker	Ormond Beach	FL	32176	United States	2024-12-10
Paul Zurich	Saint Augustine	FL	32086	United States	2024-12-10
Sabrina Gardner	Ormond Beach	FL	32174	United States	2024-12-10
Philip Farruggio	Orlando	FL	32821	United States	2024-12-10
Mercedes Groves	Ormond Beach	FL	32174	United States	2024-12-10
Amy Anthony	Ormond Beach	FL	32174	United States	2024-12-10
Peggy Nero	Ormond Beach	FL	32174	United States	2024-12-10
James Sappington	Orlando	FL	32839	United States	2024-12-10
Anthony Lawton	New York	NY	10023	United States	2024-12-11
Kim Kaszar	Ormond Beach	FL	32174	United States	2024-12-11
Tiffany Grim	Ormond Beach	FL	32174	United States	2024-12-11
Suzanne Denison	Ormond Beach	FL	32174	United States	2024-12-11
Faith Collins	Orlando	FL	32822	United States	2024-12-11
Lisa Petko	Port Orange	FL	32129	United States	2024-12-11
Gail Smith	Longmont	CO	80504	United States	2024-12-11
Patricia Frank	Ormond Beach	FL	32174	United States	2024-12-11
Don Reed	Ormond Beach	FL	32173	United States	2024-12-11
Ainsley Thompson	Minneapolis	MN	55422	United States	2024-12-11
Susan Ralleo	Ormond Beach	FL	32174	United States	2024-12-11
Tamara Beyazyurek	Ormond Beach	FL	32174	United States	2024-12-11

cat crimi	St augustine	FL	7082	United States	2024-12-12
Monica D	Altamonte Springs	FL	32714	United States	2024-12-12
Emily Markey	jacksonville	FL	32224	United States	2024-12-12
Kristina Wilson	Jacksonville	FL	3225y	United States	2024-12-12
Phyllis Kent	Ormond beach	FL	32176	United States	2024-12-12
Nathan Clark	Gig Harbor	WA	98335	United States	2024-12-12
sydney dipersia	Daytona Beach	FL	32118	United States	2024-12-12
Karolina Tagintsev	Palm Coast	FL	32137	United States	2024-12-12
Troy McAuliff	Wheeling	WV	26003	United States	2024-12-12
Susan Fahs	Naples	FL	34119	United States	2024-12-12
Taylor LoNigro	Palm Coast	FL	32137	United States	2024-12-12
Patrick Lonigro	Palm Coast	FL	32164	United States	2024-12-12
Lora Cahoon	West Richland	WA	99353	United States	2024-12-12
Nicole Richards	Atlanta	GA	30301	United States	2024-12-12
Kristine Walter	Oil City	PA	16301	United States	2024-12-12
Alan Kugler	Ormond Beach	FL	34174	United States	2024-12-12
Anna Brodie	Ormond Beach	FL	32174	United States	2024-12-12
Amber Edinger	Saint Augustine	FL	32086	United States	2024-12-12
don miller	Ormond Beach	FL	32174	United States	2024-12-12
Judy Seery	Saint Augustine	FL	32084	United States	2024-12-12
Abby Berry	Delray Beach	FL	33445	United States	2024-12-12
Susan Marano	Palm Coast	FL	32164	United States	2024-12-12
Alaina Jarrett	Charleston	SC	29403	United States	2024-12-12
Kirby Meyer	philadelphia	PA	19038	United States	2024-12-12
Brittney Buzzo	Reddick	FL	32686	United States	2024-12-12
Paul Kramer	Saint Augustine	FL	32080	United States	2024-12-12
Elizabeth Castro	Palmetto	FL	34221	United States	2024-12-12

Petition to Stop Further Zoning to Residential Development

[illegible]



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-10

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, 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 FOUR (4) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, AND 4127-00-00-0011) FROM SR, SUBURBAN RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; 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 a request from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc. a Florida Profit Corporation ("Applicant"), with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc., and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021 ("Property Owners") has applied for a Zoning Map Amendment from SR, Suburban Residential to PRD, Planned Residential Development for property north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011).

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

None. This is a Zoning Map Amendment on a private parcel and would not impact any businesses.

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 Zoning Map Amendment on a private parcel and would not impact any businesses.

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 Zoning Map Amendment on a private parcel and would not impact any businesses.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

None. This is a Zoning Map Amendment on a private parcel and would not impact any businesses.

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 21, 2025 - City Commission

Number: 8.F

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-11
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Little Tomoka Village, Planned Residential Development, Issuance of a Development Order		
Summary:	This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021. The application seeks to issue a Development Order for a Planned Residential Development known as "Little Tomoka Village" to allow the construction of a residential subdivision of 31 single-family lots and associated site improvements and the construction of a house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard, and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011. The project applications were discussed at the December 12, 2024 Planning Board meeting. The <u>Planning Board</u> recommended approval by a 4-2 vote with key issues being traffic and flooding.		
Financial Impact:	None		
Citizen Impact:	Individuals at the Planning Board public hearing provided input on the proposed development and the minutes are attached as part of the		

	agenda packet. Additional input is provided in the Planning Board packet section of the neighborhood meeting summary.	
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of Planned Residential Development to allow 31 residential lots and a House of Worship as detailed in the Ordinance.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-11 LTV, DO (P24-0245G) 2. Little Tomoka Village DO 3. Exhibit A, LTV, Legal Description, V2 (01.07.25) 4. Exhibit B, Little Tomoka Village Special Conditions 1.16.25 5. Exhibit C, LTV, Site Plans, V2 6. 12.12.2024, LTV DO, PB Report 7. Draft Planning Board minutes, LTV, DO 8. Correspondence Received 9. Ordinance BIE, LTV, DO	
Approval:	Kelly McGuire, Finance Director	1/10/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/10/2025
	Joyce Shanahan, City Manager	1/14/2025

ORDINANCE NO. 2025-11

AN ORDINANCE APPROVING AND AUTHORIZING A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS THE “LITTLE TOMOKA VILLAGE” SUBDIVISION; PROVIDING FOR THE SUBDIVISION OF 31 RESIDENTIAL LOTS, A LOT FOR A HOUSE OF WORSHIP, AND AN AMENITIES BUILDING, ON APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Saint Mary Macedonian Orthodox Church, Inc., and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021 (“Property Owners”) are the owners of property (“Property”) located north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023). The Property consists of approximately 50.14 acres, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein, and

WHEREAS, Leeds Holdings/Southeast, Inc., and the Property Owners have entered into a contract for purchase/sale of the Property, and

WHEREAS, Leeds Holdings/Southeast, Inc., (“Applicant”), with the consent of the Property Owners, has submitted an application to the city seeking approval of a development order for a Planned Residential Development (PRD) to be known as “Little Tomoka Village”

consisting of 31 residential lots, a lot for a house of worship consisting of 3,278± square feet, and a 10,000 square foot amenities building (“Project”), as described and depicted in the PRD Development Order attached hereto and incorporated herein, and

WHEREAS, parcel 4127-00-00-0011 and parcel 4127-00-00-0015 were previously located within the Hunter’s Ridge Development of Regional Impact. The Applicant’s request to remove the two parcels from the Hunter’s Ridge DRI and the inclusion of the said parcels into the Project has been authorized by a Fifth Amendment to the Amended Final Order for the Hunter’s Ridge Development of Regional Impact, and

WHEREAS, the approximately 50.14 acres located north of West Granada Boulevard and east of Shadow Crossings Boulevard (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023), has been approved for a zoning map amendment from SR, Suburban Residential, to PRD, Planned Residential Development, and

WHEREAS, the Planning Board held a public hearing on December 12, 2024, as required by Chapter 1, Article II, Section 1-15(d), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee;
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and

- (4) The testimony of the City’s planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds with respect to the application for the issuance of a PRD Development Order for the “Little Tomoka Village”, that there is competent substantial evidence to support the following:

- (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 zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed development is consistent with the Comprehensive Plan;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for

desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefor,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Mayor and the City Manager are authorized and directed to execute and issue the attached PRD Development Order for the “Little Tomoka Village”, to allow the development of 31 residential lots, a lot for a house of worship consisting of 3,278± square feet, and a 10,000 square foot amenities building, on the Property (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023).

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance and the original executed PRD Development Order for the “Little Tomoka Village” in the public records of Volusia County, Florida.

SECTION FOUR. The Applicant and Property Owners, including their successors and assigns, shall at all times fully comply with the terms and conditions of the PRD Development Order.

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 21st day of January, 2025.

PASSED UPON at the second and final reading of the City Commission this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: Application of: Leeds Holdings/Southeast, Inc. a Florida Profit Corporation,
with the authorization of the Property Owners

Property Owners: Saint Mary Macedonian Orthodox Church, Inc., and Glen
Fishman, as Trustee of the Little Tomoka Land Trust dated
January 26, 2021

**Planned Residential
Development** PZ 24-00000068

Project Name: Little Tomoka Village

Location: North of West Granada Boulevard and east of Shadow
Crossings Boulevard

**PLANNED RESIDENTIAL DEVELOPMENT
DEVELOPMENT ORDER
FOR
LITTLE TOMOKA VILLAGE**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 21, 2025 and February 4, 2025, and the City Commission having considered those items as required by Section 1-18(d) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the Comprehensive Plan;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders

that:

A. The application of Leeds Holdings/Southeast, Inc., (“Applicant”) with the authorization of the Property Owners, for a Planned Residential Development (“PRD”) Development Order authorizing the development of 31 residential lots, a lot for a house of worship consisting of a 3,278± square feet, and a 10,000 square foot amenities building, on the Property

(Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023) described in Exhibit "A" attached hereto and incorporated herein by reference is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, PRD, Planned Residential Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified are hereby made a part of this Development Order;

2. Full and complete compliance with the Special 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 of the conditions listed in this PRD Development Order and as depicted in the plans attached hereto as Exhibit "C" and incorporated herein by reference. The extension of Hunter's Ridge Boulevard to and through the Little Tomoka Village Project and to West Granada Boulevard, as previously authorized by the Hunter's Ridge DRI, shall be prohibited.

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 PRD Development Order approved for this development project, and of the *Land Development Code*.

E. There shall be no site preparation including clearing, filling, dredging, or excavation, nor shall any construction begin until the Preliminary Plat site plans are approved. If construction has not begun within three years (February 4, 2028) from the date of City Commission approval of this PRD Development Order with the subdivision plat processed in accordance with Sections 4-17 or 4-18 of the *Land Development Code*, this PRD Development Order shall automatically become void and shall have no further effect. Before the planned development permit can be re-established, a new PRD Development Order application must be filed shall be reviewed and approved by the Planning Board and the City Commission under the provisions of Section 1-14(3)(b), of the *Land Development Code*.

F. In the event the use of the land approved by this PRD Development Order is abandoned for a period of two (2) years or there has been no construction activity during that period, any permit shall be void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code*, and a new application for a PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the PRD 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. In the event a building permit has not been issued within thirty-six (36) months, which date shall be February 4, 2028, then this PRD 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*. If a building or site engineering permit is issued on or before February 4, 2028, the project shall be vested.

I. This PRD Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Applicant, with the authorization of the Property Owners, and shall be binding upon the Applicant and Property Owners, and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Volusia County parcel numbers: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, and 4127-00-00-0023).

[Remainder of page intentionally left blank]

ORDERED this 4th day of February, 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:

EXHIBIT "A" Page 1 of 2

NORTH PARCEL DESCRIPTION:

A PORTION OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION, PER OFFICIAL RECORDS BOOK 43, PAGE 77 THROUGH 81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 205, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY "PARCEL 8", THE CENTERLINE OF OLD TOMOKA ROAD, LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3208, PAGE 331, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF HUNTER'S RIDGE BOULEVARD, AN 80 FOOT RIGHT OF WAY AND THE SOUTHERLY LINE OF AFORESAID SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY LINE, SOUTH 83°49'31" EAST, A DISTANCE OF 419.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 76°59'46" EAST, A DISTANCE OF 800.00 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°59'50" EAST, A DISTANCE OF 390.14 FEET TO THE INTERSECTION WITH THE AFORESAID CENTERLINE OF OLD TOMOKA ROAD; THENCE ALONG SAID CENTERLINE THE NEXT 3 COURSES, NORTH 87°48'50" WEST, A DISTANCE OF 1790.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 26°57'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 195.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°14'09" WEST, A DISTANCE OF 429.76 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 14°47'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 475.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.99 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°39'23" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°39'23" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 430.00 FEET; THENCE SOUTH 83°49'46" EAST, A DISTANCE OF 60.29 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF OLD TOMOKA ROAD LYING WITHIN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WESTERLY LINE OF THAT 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500 AND OFFICIAL RECORDS BOOK 1335, PAGE 502, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BOUNDED ON THE WEST BY A LINE THAT IS PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID OLD TOMOKA ROAD AT ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA PART A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, SAID PUBLIC RECORDS.

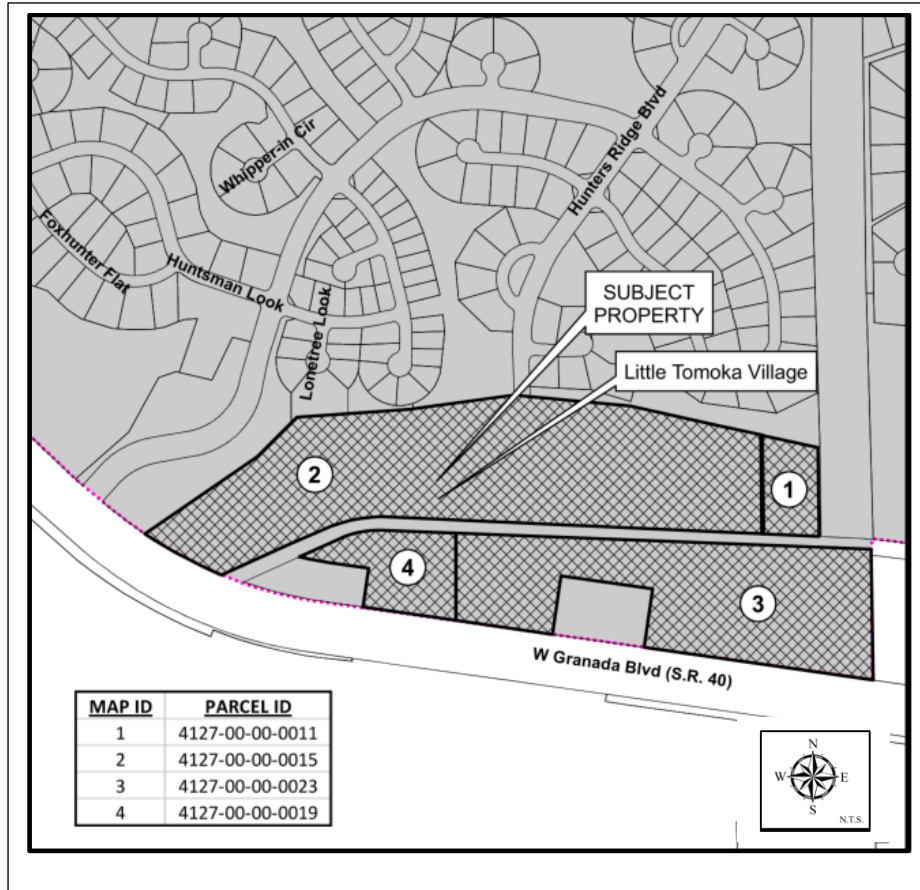
SOUTH PARCEL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A 4" X 4" COQUINA MONUMENT MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE RUN NORTH 00°36'37" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, BEING ALSO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 1645.49 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE VARIABLE WIDTH RIGHT-OF-WAY OF FLORIDA STATE ROAD #40, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT (FOOT) RIGHT-OF-WAY MAP, SECTION 79100-2503, SHEET 3 OF 18, REVISION DATED MARCH 19, 1964; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.55 FEET TO THE SOUTHWEST CORNER OF A FDOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1251+00 +/-) AND BEING DESCRIBED IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP AND NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 788.47 FEET TO A POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A FDOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1238+00 +/-) AND BEING DESCRIBED IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #40, RUN NORTH 08°08'52" EAST (NORTH 08°10'00" EAST PER SAID FOOT DEED), ALONG THE EASTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 162.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 154.74 FEET (154.80 FEET PER SAID FDOT DEED) TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND WESTERLY, ALONG THE . CURVED NORTHERLY LINE OF SAID FDOT WATER RETENTION AREA, HAVING A RADIUS OF 1680.08 FEET, AN ARC DISTANCE OF 136.02 FEET, A CENTRAL ANGLE OF 04°38'19", SUBTENDED BY A CHORD OF 135.98 FEET BEARING NORTH 79°30'47" WEST (NORTH 79°30'50" WEST PER SAID FOOT DEED) TO THE NORTHWESTERLY CORNER THEREOF, SAID POINT LYING ON THE SOUTHERLY LINE OF OLD TOMOKA ROAD (OLD ORMOND-BARBerville ROAD), A 25-FOOT RIGHT-OF-WAY OF WHICH THE NORTHERLY RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 4290, PAGE 3232, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE BOUNDARY OF SAID FDOT WATER RETENTION AREA, RUN NORTH 65°37'40" EAST (NORTH 64°58'45" EAST PER SAID DEED), ALONG THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, A DISTANCE OF 179.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND EASTERLY, ALONG SAID CURVED SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 185.89 FEET, A CENTRAL ANGLE OF 26°37'35", SUBTENDED BY A CHORD OF 184.22 FEET BEARING NORTH 78°54'32" EAST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 87°46'41" EAST (SOUTH 88°23'39" EAST PER SAID DEED), ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OLD TOMOKA ROAD, A DISTANCE OF 2013.67 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A 234-FOOT WIDE FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 511, PAGE 86, OFFICIAL RECORDS BOOK 950, PAGE 613, AND OFFICIAL RECORDS BOOK 1335, PAGE 500, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, RUN SOUTH 00°59'37" EAST, ALONG THE EASTERLY LINE OF SAID 234-FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, A DISTANCE OF 539.25 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FLORIDA STATE ROAD #40; THENCE, DEPARTING THE EASTERLY LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, RUN NORTH 81°51'08" WEST (NORTH 81°50'58" WEST PER AFOREMENTIONED FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #40, A DISTANCE OF 953.41 FEET TO THE SOUTHEASTERLY CORNER OF THE AFOREMENTIONED FDOT WATER RETENTION AREA; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 08°08'52" EAST (NORTH 08°10'00" EAST PER SAID FDOT DEED), ALONG THE EASTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 243.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE RUN NORTH 81°51'08" WEST (NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG THE NORTHERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 381.00 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE RUN SOUTH 08°08'52" WEST (SOUTH 08°10'00" WEST PER SAID FOOT DEED), ALONG THE WESTERLY LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 243.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 50.140 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 2 of 2

LOCATION MAP



PARCEL ID:	4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011
OWNERS:	SAINT MARY MACEDONIAN ORTHODOX CHURCH, INC., A FLORIDA NOT FOR PROFIT CORPORATION AND GLEN FISHMAN, AS TRUSTEE OF THE LITTLE TOMOKA LAND TRUST DATED JANUARY 26, 2021
APPLICANT:	MARK A. WATTS, AGENT, COBB COLE, ON BEHALF OF LEEDS HOLDINGS SOUTHEAST, INC., A FLORIDA PROFIT CORPORATION
PLAN RESIDENTIAL DEVELOPMENT ADDRESS:	2425 WEST GRANADA BOULEVARD, ORMOND BEACH, FL 32174 AND NO ADDRESS ASSIGNED

Little Tomoka Village Special Conditions

1. **Property Characteristics.** The total project size is 50.14 acres. The project has three land use map designations: (1) “Open Space/Conservation” – 16.01 acres, (2) “Suburban Low Density Residential” – 17.22 acres, and (3) “Medium Density Residential” – 16.91 acres. The project is located north of West Granada Boulevard and east of Shadow Crossings Boulevard and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011.
2. **Project Development Entitlements.** The total number of lots approved is 31 lots, with an additional lot for a House of Worship shown on the site plan with a +3,278-square-foot Church and 10,000-square-foot amenities building. All residential lots shall be 80’ in width (as measured at the building setback line). The House of Worship parcel shall comply with the Ormond Beach Land Development Code regulation of Section 2-56(37). The actual count, location, and layout of the developed areas within the development shall be determined during the subdivision platting process and may be modified based upon the responses and requirements of the applicable permitting agencies and environmental conditions of the property. The House of Worship and residential building lot sections shall be considered independent of each other and may be constructed at different times.
3. **Preliminary Plat Required.** The project shall be required to obtain a Preliminary Plat and provide detailed engineering plans with review by the Site Plan Review Committee, the Planning Board and final action by the City Commission before the issuance of a site construction permit. The Preliminary Plat shall include but not limited to:
 - A. Stormwater plan, including:
 - i. Site topography survey;
 - ii. Evidence of acceptance of water from off-site properties;
 - iii. Pre-development and post-development calculations; and
 - iv. Demonstrate that the post-development condition does not discharge any more water at a faster speed than the pre-development condition.
 - B. Floodplain review, including:
 - i. Base flood elevation study;
 - ii. Amount of fill in the floodplain; and
 - iii. Amount of compensating storage provided.
 - C. Tree survey.

EXHIBIT “B”

Page 2 of 5

4. **Stormwater Management.** The proposed stormwater management system design shall provide reasonable assurance that the construction of the project will not adversely affect the water quality of the receiving waterbody or increase the rate or volume of discharge from the project to the receiving waterbody. The surface water management plan must demonstrate that the proposed development or activity has been planned and designed and will be constructed and maintained to meet the general design standards of Section 3-18 of the Ormond Beach Land Development Code by maintaining the natural hydrodynamic characteristics of the watershed, and preventing increase flooding and damage. The stormwater design shall be for a 100-year, 24 hour storm event which exceeds the Ormond Beach Land Development Code 25-year, 24 hour storm event requirements.
5. **Old Tomoka Road.** The Old Tomoka Road right-of-way bisects the project. The project proposes to vacate the Volusia County dirt road right-of-way. The site plan shows installing a turn-around area within the Old Tomoka Road right-of-way.
6. **Phasing.** The residential subdivision phasing may be modified with the review and approval of the Site Plan Review Committee.
7. **Density.** The project shall not exceed 31 residential lots.
8. **Dimension standards for residential lots.**
 - a) Rear Yard: 20'
 - b) Rear Yard (accessory): 5'
 - c) Rear Yard, Pool 5', except lots 18-21 which require 10'
 - d) Side Yard: 7.5'
 - e) Side Yard (accessory): 5'
 - f) Side Yard Corner: 25'
 - g) Front Yard: 25'
 - h) Lot Width: minimum of 80'
 - i) Lot Depth: minimum of 110'
 - j) Building coverage: maximum of 50%
 - k) Lot coverage: maximum of 75%
 - l) Building height: maximum of 35'
 - m) Perimeter Setback: minimum of 40'

9. **Dimensional standards for House of Worship.**

- a) Rear Yard: 20’
- b) Side Yard: 20’
- c) Front Yard: 51’, Greenbelt and Gateway Preservation standard
- d) Lot Width: minimum of 100’
- e) Lot Area: minimum of 1 acre
- f) Building coverage: maximum of 50%
- g) Lot coverage: maximum of 75%
- h) Building height: The maximum height for the church structure shall not exceed 35’ in height. Per the Land Development Code, a bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75’) above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.
- i) Perimeter Setback: minimum of 40’

10. **Environmental Permitting.** The total project site is 50.14 acres. The land within the land use of “Open Space/Conservation” containing 16.01 acres, including the Little Tomoka River, shall remain in its natural state. The Little Tomoka River bisects the property along the northern and western portions. The environmental assessment report shows there are 15.49 acres of wetlands on-site. The project includes a 50-foot buffer abutting the wetland area, totaling 5.05 acres. The project proposes 0.33 acres of wetland impacts in the area of the FPL easement and stormwater pond on the eastern portion of the property and the entry roadway and lot 1.

11. **House of Worship approval.** The House of Worship and related buildings shall be reviewed and approved by the Site Plan Review Committee.

12. **Additional use conditions for the House of Worship.** The House of Worship shall not be permitted to have a private school or child care facility until such time that a traffic signal exists at Shadow Crossings Boulevard and West Granada Boulevard.

13. **Recreational area.** The development may provide, at a minimum, an additional thirty (30) square feet per unit of outdoor active recreation space in compliance with Section 2-35(h) of the Land Development Code. The proposed Activity Building being constructed as a component of the House of Worship parcel will be available by contractual agreement to serve as an indoor recreational space when not used for the House of Worship activities and is accepted as being compliant with the Ormond Beach Land Development Code requirements for recreation activities.

EXHIBIT “B”

Page 4 of 5

14. **Parking.** Section 3-26 of the Ormond Beach Land Development Code requires two (2) parking spaces per residential dwelling unit. Based on 31 lots, 62 parking spaces shall be required. The House of Worship is required to provide one (1) parking space for each three (3) seats within the House of Worship. Based on the 100 seats proposed, 34 parking spaces are required. The associated House of Worship Activity Building with 10,000 square feet requires one (1) parking space per 200 square feet of floor area and requires 50 parking spaces. A portion of the House of Worship and Activity Building may be unimproved (grass) parking as allowed under the Ormond Beach Land Development Code and reviewed by the Site Plan Review Committee.
15. **Project Access.** Project access shall be provided via SR40/West Granada Boulevard and shall require permitting with the Florida Department of Transportation. A right turn deceleration lane is encouraged for project access. The residential subdivision is shown on the site plan, Exhibit “C” as private and gated. A modification to a public access would be considered a minor modification and would be required to be shown on the project plat.
16. **Sidewalks.** A sidewalk currently exists along West Granada Boulevard along the frontage of the property. Internal sidewalks are required on both sides of the residential subdivision streets. These sidewalks shall be constructed with the completion of each single-family lot for the residential lots. Any sidewalks along common areas shall be constructed with the subdivision improvements. The House of Worship is required to provide a sidewalk to connect to the West Granada Boulevard sidewalk.
17. **Model Homes and Temporary Sales Offices.** The developer may designate and construct up to four (4) lots as model homes and 2 lots as temporary sales offices per each phase of development. These improvements would require a separate site plan to be reviewed and acted upon by the Site Plan Review Committee. Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home or temporary sales office shall be constructed until water and sewer lines have been constructed and are operational.
18. **Construction Trailer.** The project may install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street parking.

EXHIBIT “B”

Page 5 of 5

19. **Greenbelt and Gateway Preservation standards.** Sheet PD4 within Exhibit “C” provides the required fencing. The project is located along the Greenbelt and Gateway Preservation District, which requires a five-foot (5') masonry wall and a 25-foot landscape buffer along West Granada Boulevard. The project proposes a six-foot (6') masonry wall and a landscape buffer ranging from 36' to 51'. The homeowner's association is required to maintain the masonry wall.
20. **Florida Department of Transportation ponds abutting the project.** A six-foot (6') solid vinyl white fence on the rear property lines adjoining the Florida Department of Transportation ponds is required with the construction of the houses on lots 6-18 and the House of Worship parcel. The lot owners and the House of Worship shall maintain the solid vinyl white fence.
21. **Project Signage.** The residential subdivision is permitted to have two entry feature signs not to exceed eight feet (8') in height and 64 square feet for each sign. The House of Worship is permitted one sign not to exceed eight feet (8') in height and 64 square feet.
22. **Architectural Standards.** The House of Worship must comply with the architectural standards of the Land Development Code.
23. **Hours of construction.** 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.

PLANNED DEVELOPMENT (PD) PLANS

DEVELOPER:
LEEDS HOLDINGS SOUTHEAST, INC.
1315 ALBERTA DR.
WINTER PARK, FL 32789
(386)673-5650
FAX NUMBER
CONTACT PERSON: HOWARD LEFKOWITZ
e-mail: hlefkowitz@leedsholdings.com

```
#412700000019
#412700000023
#412700000015
#412700000011
```

PARCEL ID #4127000000021

PARCEL ID #4127000000021
COUNTY OF VOLusia
1580 DERBYSHIRE DR
HOLLY HILL, FLORIDA 32117

SITE ADDRESS:
2401 W GRANADA, ORMOND BEACH, FLORIDA 32176

PARCEL ID #412700000011
JOHNSTON RICHARD JR TR
LITTLE TOMOKA LAND TRUST
15701 S TAMiami TRL
FORT MYERS, FLORIDA 33908

SITE ADDRESS:
SR 40, ORMOND BEACH, FLORIDA 32176

HUNTERS RIDGE HOA OF EAST FL
100 SHADOW CROSSING BLVD.
ORMOND BEACH, FLORIDA 32174

100 SHADOW CROSSING BLVD., ORMOND BEACH, FLORIDA
32174

PARCEL ID #412701000001
HUNTERS RIDGE HOA OF EAST FL INC
100 SHADOW CROSSING BLVD.
ORMOND BEACH, FLORIDA 32174

100 SHADOW CROSSING BLVD., ORMOND BEACH, FLORIDA
32174

PARELID #41270000017
KENT PHYLLIS TR, OHANA REV TRUST 4-1-12
1729 JOHN ANDERSON DR
ORMOND BEACH, FLORIDA 32176

6.
GRANADA BOULEVARD/STATE ROUTE 40

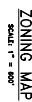
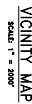
****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: HALUK KILIC, P.E.
e-mail: hkilic@zeycohen.com

LANDGARD, LLC
10065 N.W. 136TH DRIVE
ALACHUA, FL 32615
PHONE NUMBER: (352) 493-0640
FAX NUMBER
CONTACT PERSON: THOMAS R. BOE
e-mail: tony@thelandgard.com

GEO-TECHNOLOGY ASSOCIATES, INC.
 4617 PARKBREEZE COURT
 ORLANDO, FL 32808
 PHONE NUMBER (321) 482-4239
 FAX NUMBER
 CONTACT PERSON: GAUTHAM PILLAI
 e-mail: gpillai@gtaeng.com

ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zeycohen.com



PD2	EXISTING CONDITIONS PLAN
PD3	OPEN SPACE PLAN
PD4	OVERALL DEVELOPMENT PLAN
PD5	STORMWATER & ENVIRONMENTAL PLANNING
PD6	UTILITY PLANS(S)
PD7	FLOOD PLAN EXHIBIT
VT1	VEHICLE TURN PLAN

1.0
FLO
1.5

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADON CROSSINGS, U.S. 1, PLATSE 1, OF HUNTER'S RANGE SUBDIVISION, REE OFFICIAL RECORDS BOOK 44, PAGE 77 THROUGH 81, PUBLIC RECORDS OF YALUSTA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1330, PAGE 205, PUBLIC RECORDS OF YALUSTA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY PLATSE 37, OF THE CENTERLINE OF OLD ROAD 100, AS DESCRIBED IN OFFICIAL RECORDS BOOK 306, PAGE 262, PUBLIC RECORDS OF YALUSTA COUNTY, FLORIDA AND BOUNDED ON THE WEST BY A 100 FOOT EASEMENT, RIGHT OF WAY AND DRIVEWAY OF #40, 5400 PAVED DRIVE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible][illegible]

**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
COVER SHEET**

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© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 105–112

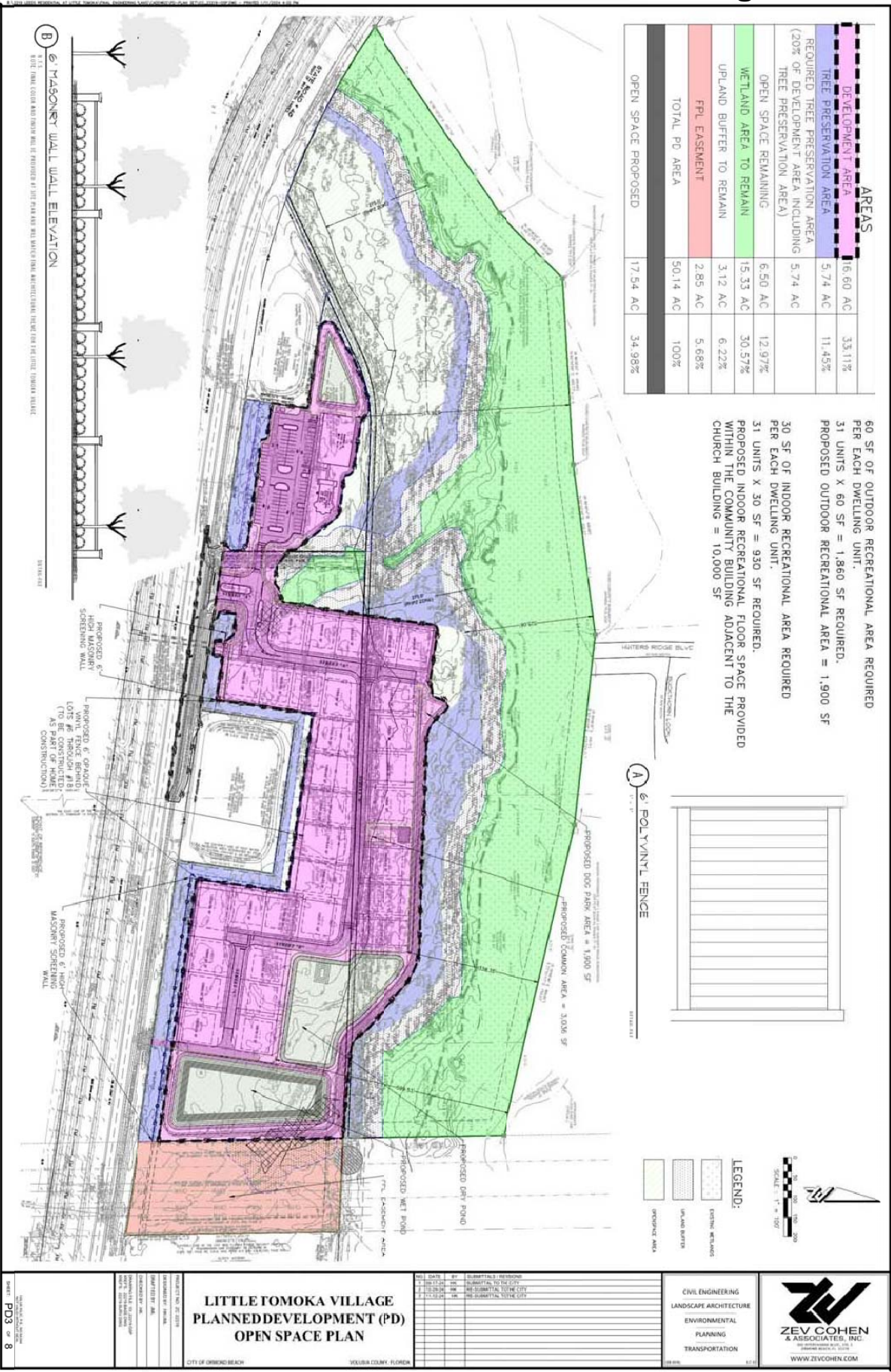
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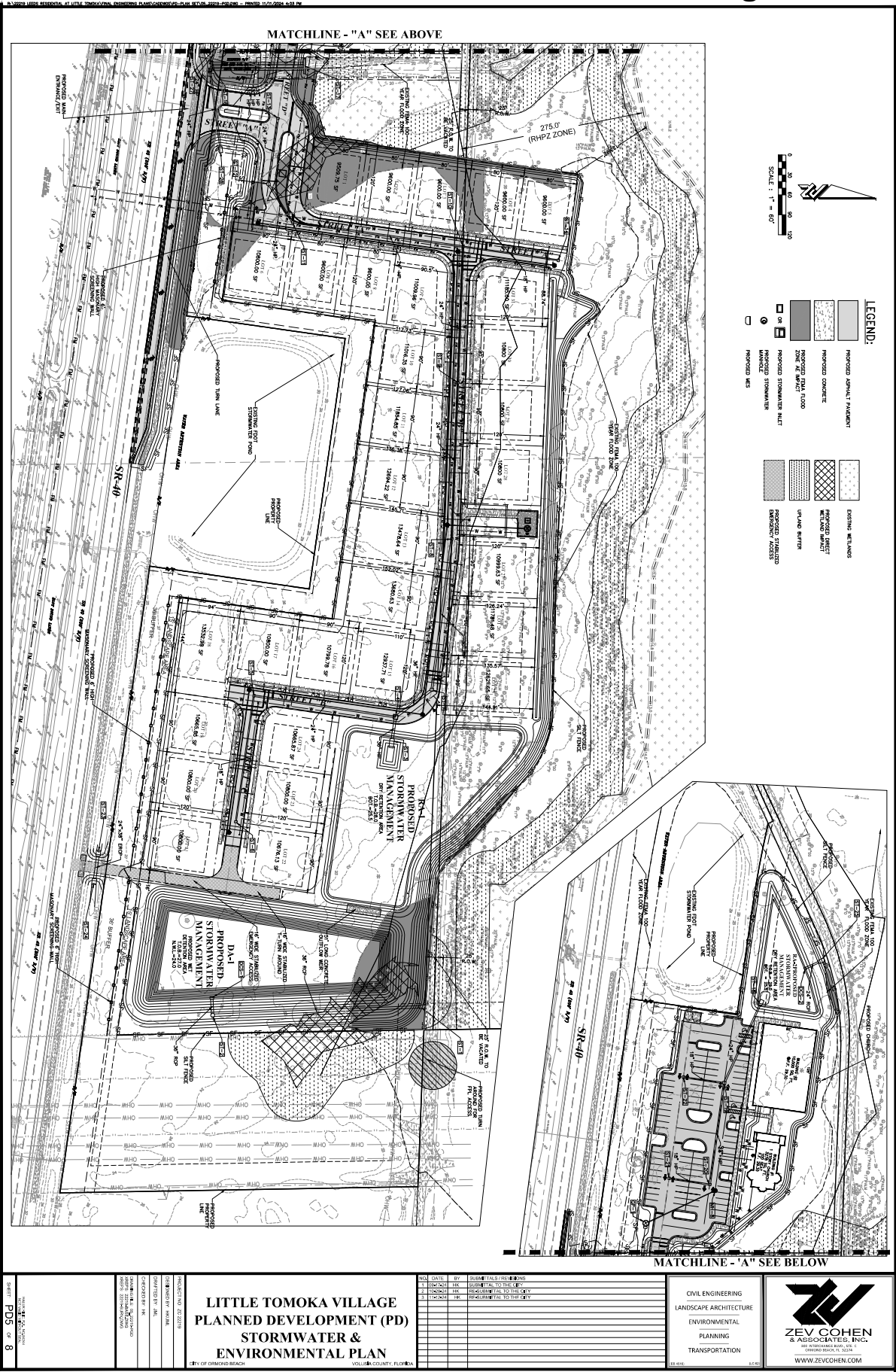
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**ZEV COHEN
& ASSOCIATES, INC.**
880 INTERCHANGE BLVD., STE. C
OXFORD BEACH, FL 32224
WWW.ZEVCOHEN.COM





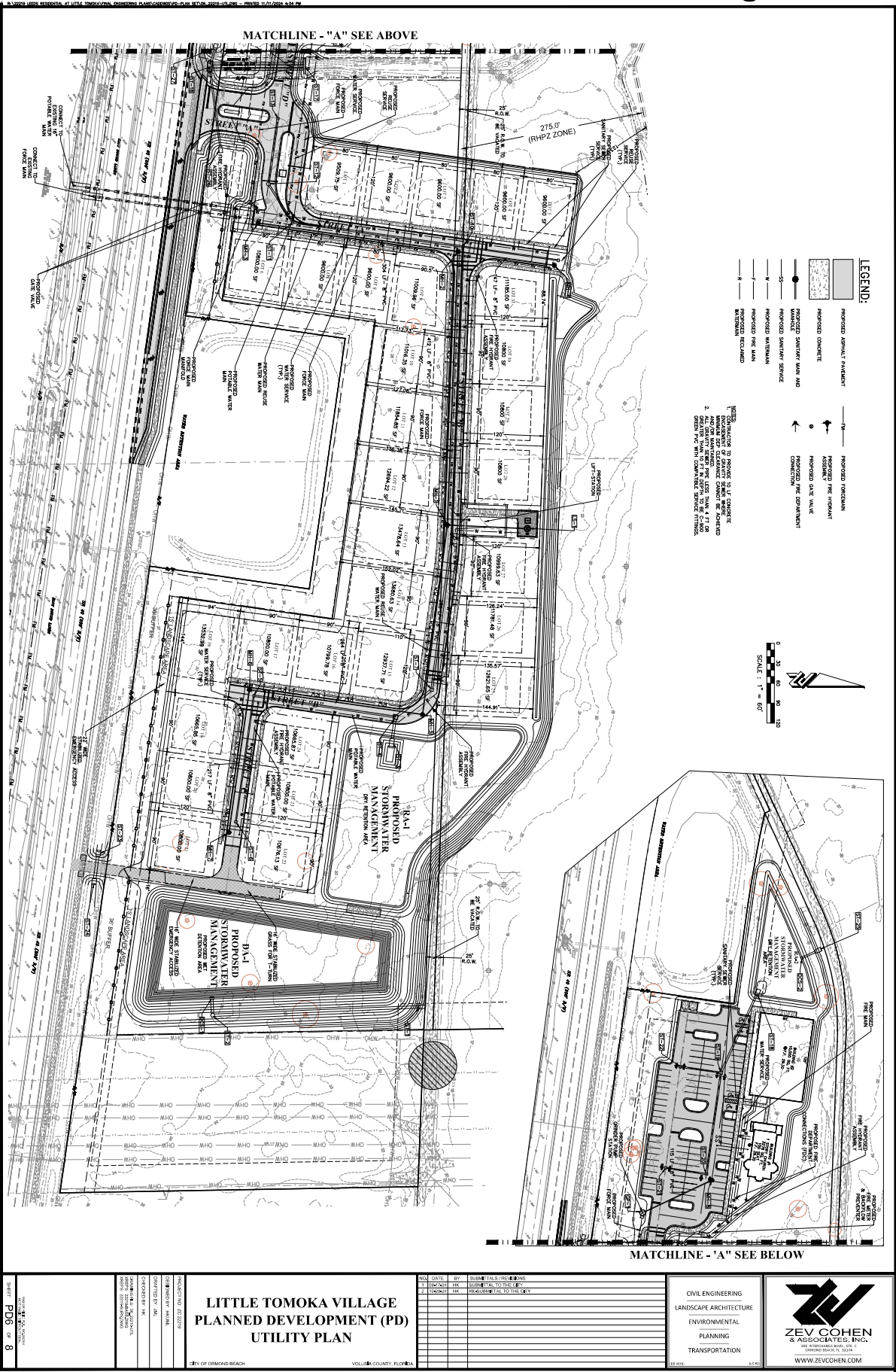


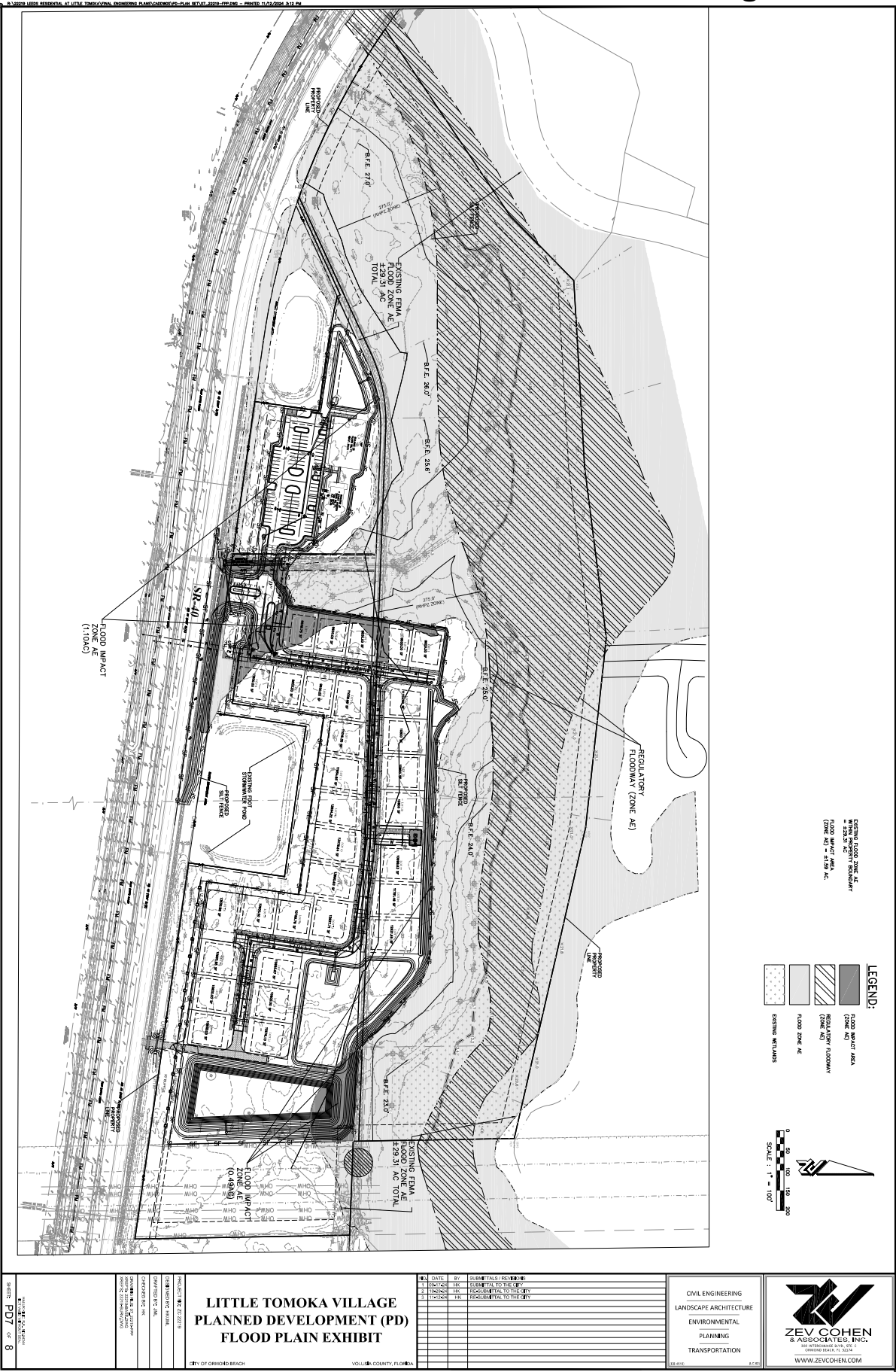
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STORMWATER &
ENVIRONMENTAL PLAN

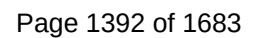
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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



PROJECT NO. 22-0019	DATE: 01/20/2023
DRAWN BY: JAC	CHECKED BY: JAC
DESIGNED BY: JAC	APPROVED BY: JAC
PROJECT NAME: LITTLE TOMOKA VILLAGE PLANNED DEVELOPMENT (PD) STORMWATER & ENVIRONMENTAL PLAN	
SHEET: PD5 OF 8	







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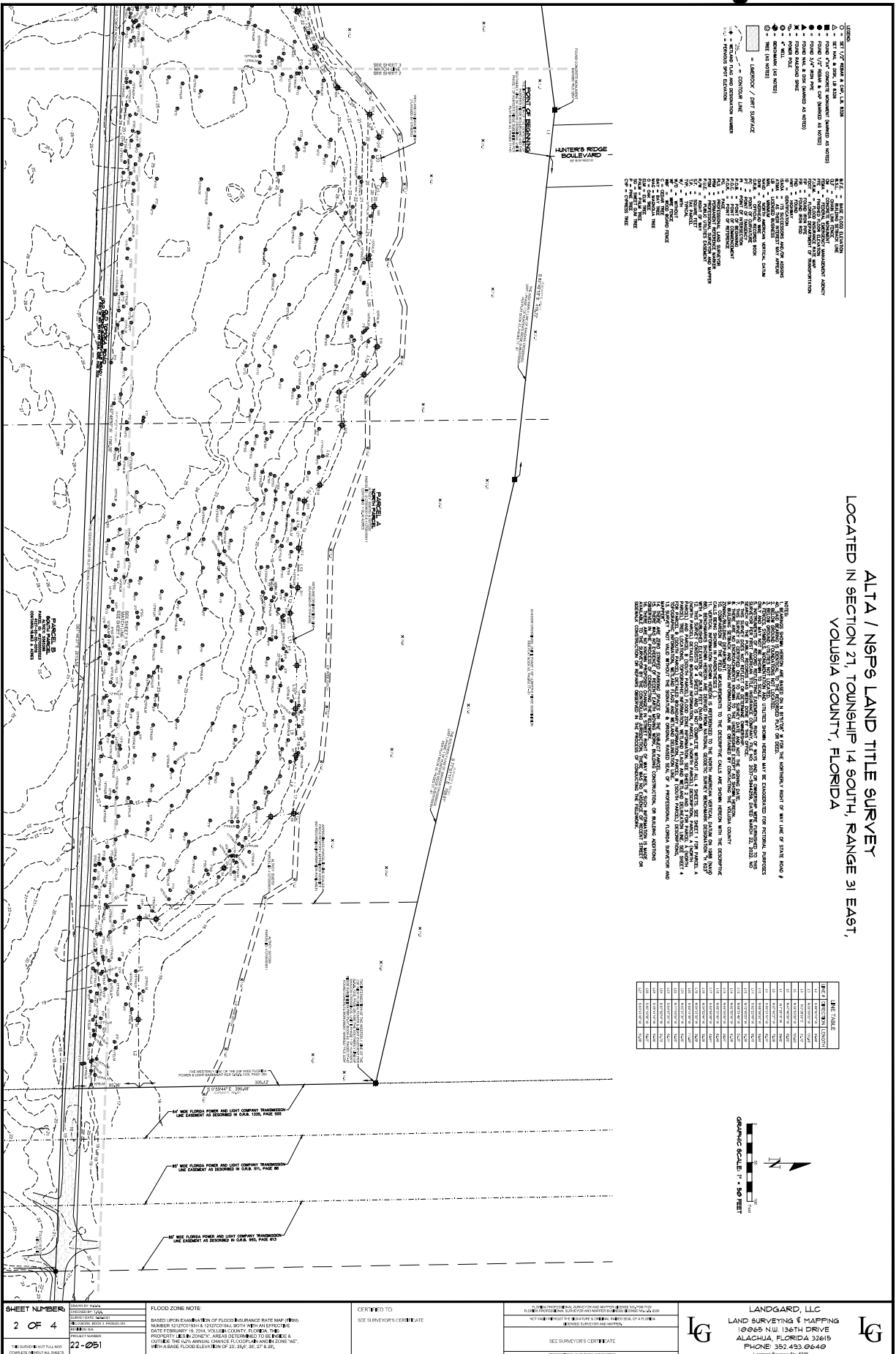
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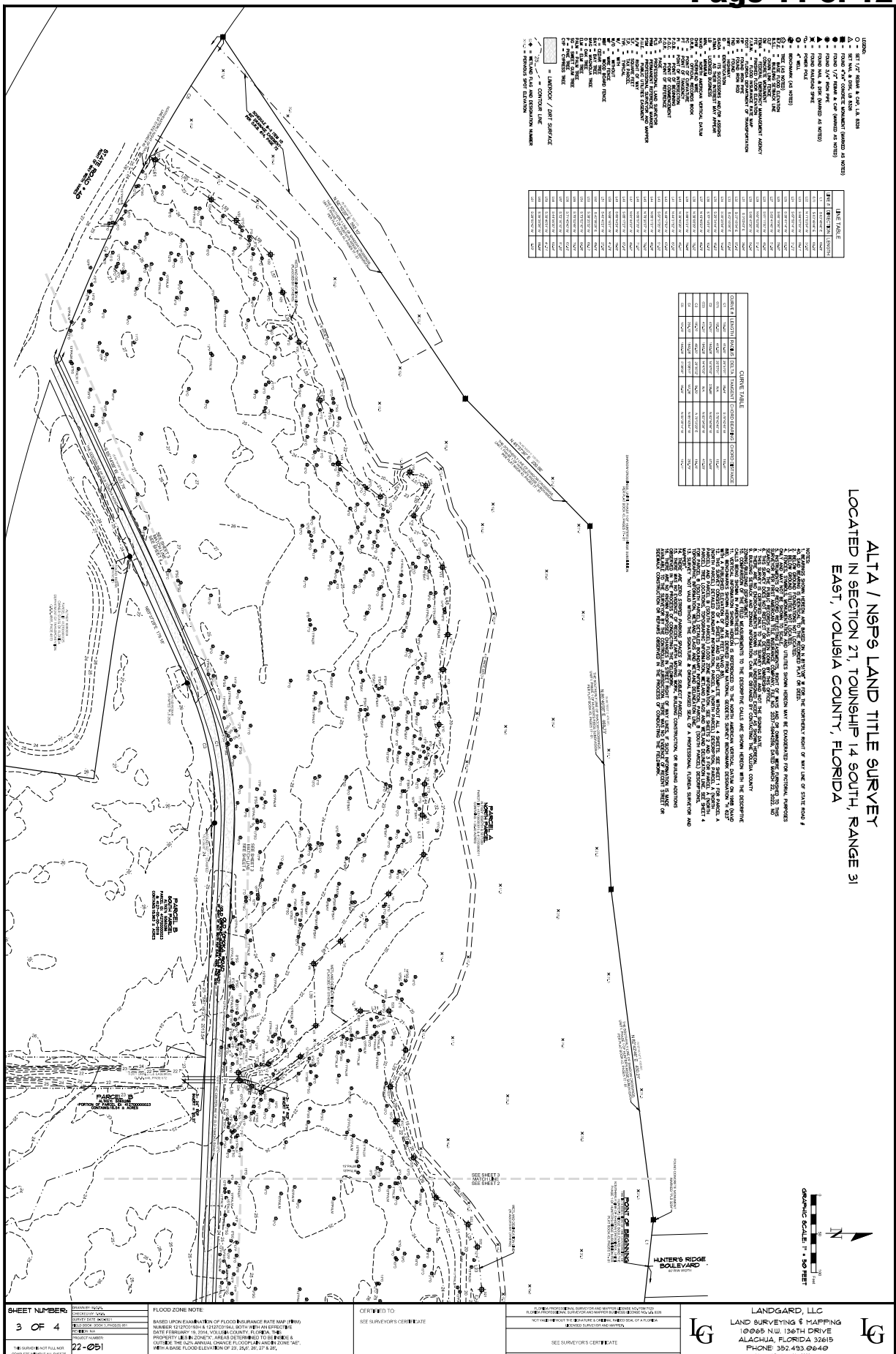
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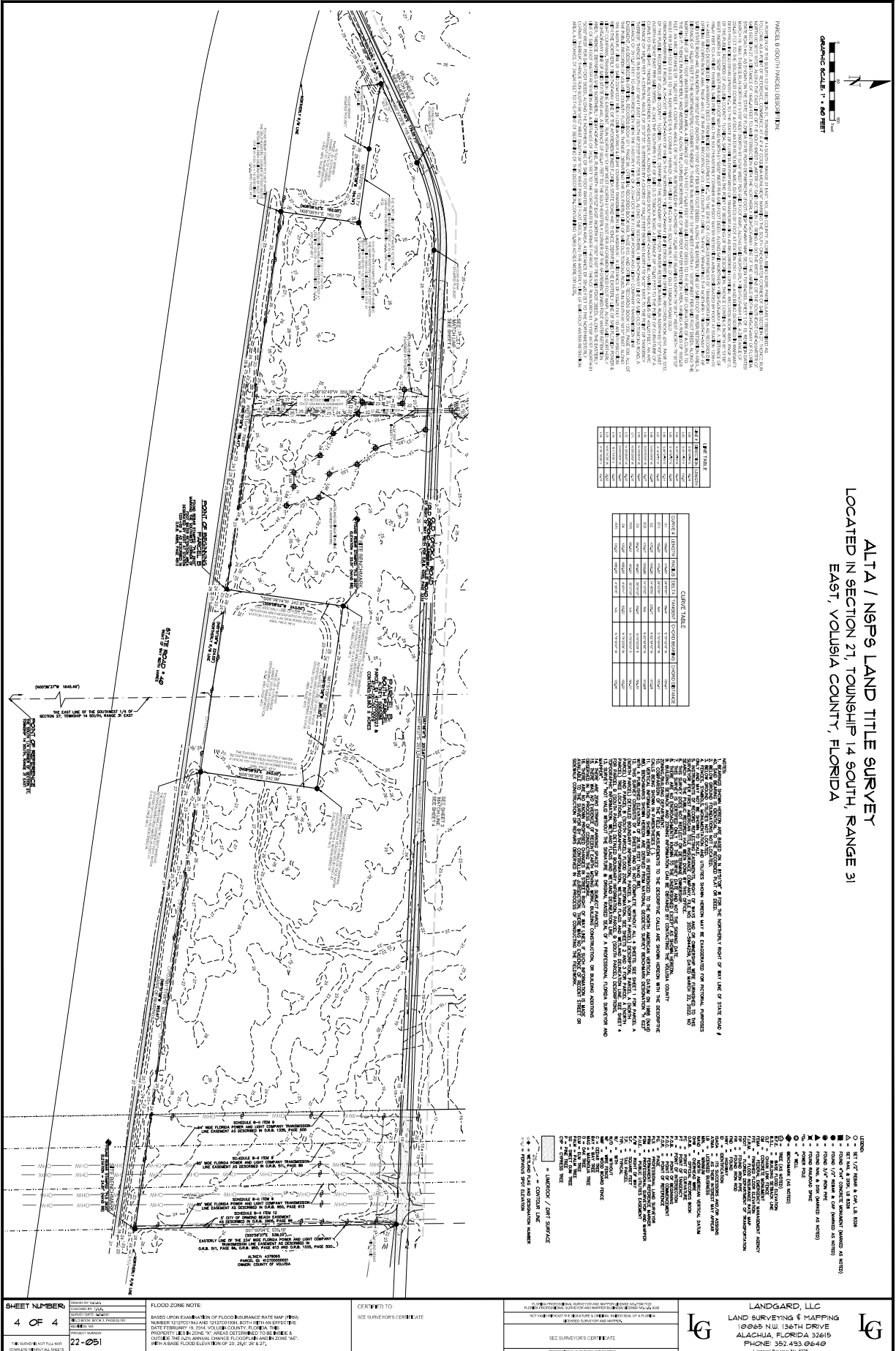
LG LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640

LG

ALTA / NPS LAND TITLE SURVEY
LOCATED IN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST,
VOLUSIA COUNTY, FLORIDA









PLANNING BOARD STAFF REPORT

Little Tomoka Village, Planned Residential Development

Issuance of a Development Order

Project Number: PZ 24-00000068(B)

PLANNING BOARD DATE:	December 12, 2024
TENTATIVE CITY COMMISSION DATE:	January 21, 2025 (first reading) and February 4, 2025 (second reading)
APPLICANT:	Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc., and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021
LOCATION:	The project is located north of West Granada Boulevard and east of Shadow Crossings Boulevard and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011
REQUEST:	Issuance of a Development Order for 31 single-family homes and a House of Worship
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

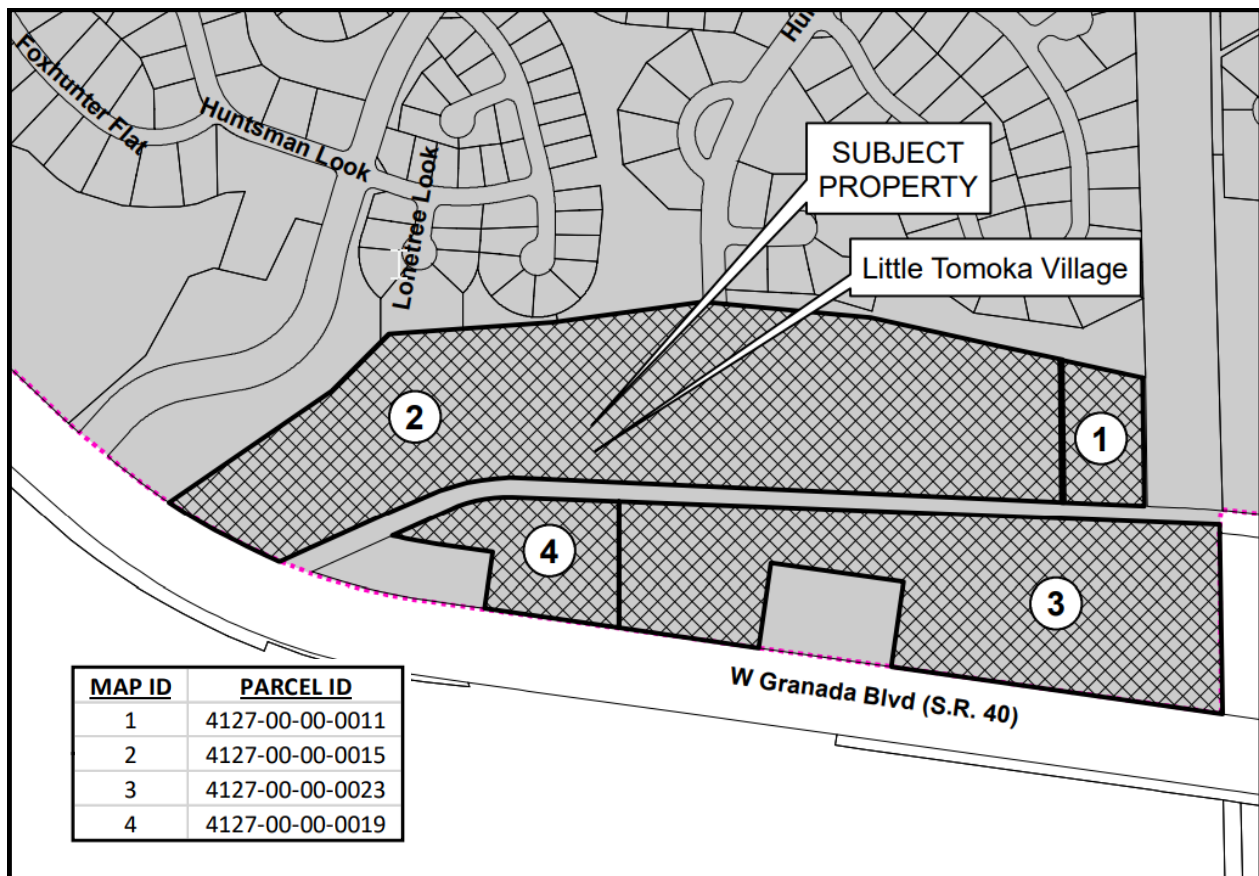
This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021. The application seeks to issue a Development Order for a Planned Residential Development known as “Little Tomoka Village” to allow the construction of a residential subdivision of 31 single-family lots and associated site improvements and the construction of a house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard, and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011.

SECTION 2, BACKGROUND:

Subject Property Area:

The subject property consists of four (4) parcels totaling 50.14 acres. EXHIBIT 1 lists the parcels.

EXHIBIT 1: Little Tomoka Village project parcels.



Parcel 1: 4127-00-00-0011: Current property owner - Glen Fishman, as Trustee of the Little Tomoka Land Trust, dated January 26, 2021.

Parcel 2: 4127-00-00-0015: Current property owner - Glen Fishman, as Trustee of the Little Tomoka Land Trust, dated January 26, 2021.

These two parcels are part of the Hunter's Ridge Development of Regional Impact, approved by the Florida Land and Water Adjudicatory Commission on May 28, 1991. This land area includes approval of 50 multi-family units, including patio, cluster or townhouse units (see ATTACHMENT 2).

Parcel 3: 4127-00-00-0023: Current property owner - Saint Mary Macedonian Orthodox Church, Inc.

Parcel 4: 4127-00-00-0019: Saint Mary Macedonian Orthodox Church, Inc.

The two property owners have provided letters of authorization allowing the applicant to seek a zoning map amendment and the issuance of a development order.

Other parcel – Old Tomoka Road: The right-of-way of Old Tomoka Road, an unimproved dirt roadway bisects the property. Old Tomoka Road is a Volusia County right-of-way. The applicant is in the process with Volusia County to vacate the portion of Old Tomoka Road within the project boundaries.

Other parcel—Florida Department of Transportation ponds: Two Florida Department of Transportation (FDOT) retention ponds are located along West Granada Boulevard near the subject property.

Florida Department of Transportation drainage easement: A Florida Department of Transportation (FDOT) drainage easement will remain to the west of the project entrance.

Other parcel – Florida Power and Light: Along the east side of the property, there is a Florida Power and Light (FPL) easement that includes transmission lines.

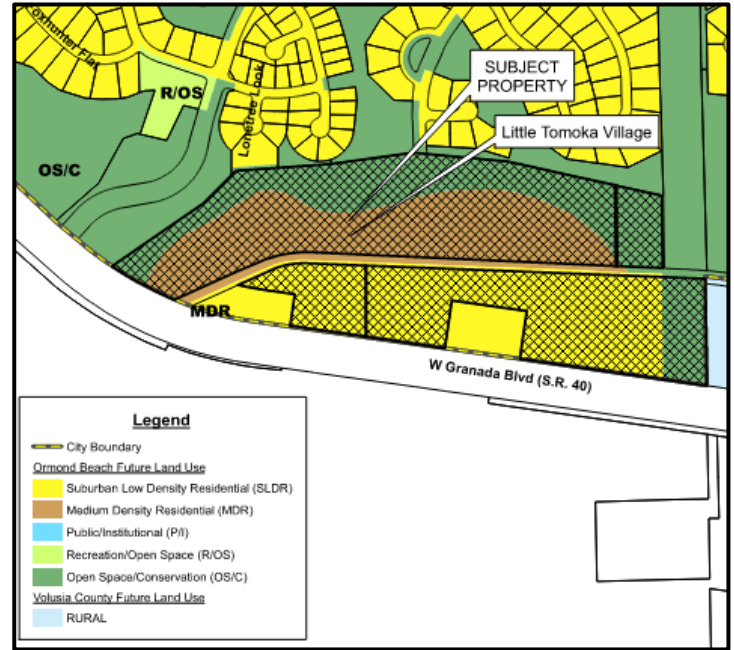
Little Tomoka River: The Little Tomoka River bisects the property along its northern and western portions. The project includes an environmental assessment report showing 15.49 acres of wetlands on-site. It also includes a 50-foot buffer abutting the wetland area, totaling 5.05 acres. The project proposes 0.33 acres of wetland impacts in the area of the FPL easement and stormwater pond on the eastern portion of the property and the entry roadway and lot 1.

Existing Zoning and Land Use

The property has an existing SR, Suburban Residential zoning, with the two parcels north of Old Tomoka Road part of the Hunter's Ridge Development of Regional Impact. The land uses of the property are shown in Exhibit 2:

EXHIBIT 2: Little Tomoka Village Project Land Uses.

- Suburban Low Density Residential (SLDR) – 17.22 acres. (Yellow)
- Medium Density Residential (MDR) – 16.91 acres. (Brown)
- Open Space/Conservation (OS/C) – 16.01 acres. (Green)



Abutting Use, Land Use and Zoning Designations

Exhibit 3 details the subject property's abutting uses, land use and zoning:

EXHIBIT 3: Abutting Use, Land Use and Zoning Designations.

Direction	Uses	Land Use designation	Zoning designation
North	Residential, Hunter's Ridge	"Open Space/Conservation" and "Suburban Low Density Residential"	SR, Suburban Residential, Hunter's Ridge Development Order
South	Daytona Beach, Avalon Park	"Low Intensity Urban"	Volusia County A-2 Rural Agriculture & Volusia County RC, Resource Corridor
East	Volusia County, Residential	Volusia County "Rural"	Volusia County A-2 Rural Agriculture
West	Residential, Hunter's Ridge	"Open Space/Conservation" and "Suburban Low Density Residential"	SR, Suburban Residential, Hunter's Ridge Development Order

SECTION 3, APPLICATION PROCESS:

Application Process

The application seeks to allow 31 residential units and a House of Worship as a Planned Residential Development. The Planned Residential Development is reviewed and acted upon as two (2) separate actions:

- A. Zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development. The zoning map amendment is the action sought for the previous (item A) staff report, and
- B. Issuance of a Development Order to construct 31 residential units, a House of Worship, and associated site improvements on 50.41 acres is the action sought for this staff report.**

The two (2) actions will be discussed at the public hearing and require separate votes. The issuance of a Development Order is the application under consideration in this report. The zoning map amendment (item A) does not approve any specific development but instead the framework for issuing the Development Order. The issuance of a Development Order contains site plans and project reports that detail the specific development. The items are intertwined, and if there is a desire to approve or approve the issuance of the Development Order under certain conditions, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Subdivision Process:

The development of a subdivision within the SR, Suburban Residential zoning designation requires a three-step process, as discussed below.

Step 1: Zoning Map Amendment and Issuance of a Development Order (ZONING):

The Planned Residential Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a Development Order. This application is a zoning document that establishes the zoning framework of the development. These applications do not include the detailed subdivision plans required in a Preliminary Plat (step 2). The two actions of step 1 will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC):** The Site Plan Review Committee is comprised of city departments that review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting:** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on October 30, 2024, and is summarized in the analysis section of this report.
3. **Planning Board:** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board

provides a recommendation to the City Commission. Applications recommended for approval or denial are forwarded to the City Commission for action. The Planning Board, in its recommendation, is required to consider the following:

- a. Application submitted by the applicant;
- b. Staff report;
- c. Written correspondence provided;
- d. Testimony presented at the public hearing; and
- e. Criteria for rezonings and issuance of a Development Order.

4. City Commission. The City Commission, as the elected body, provides the final action on zoning map amendments and issuance of development orders. This project's tentative City Commission dates are January 21, 2025, and February 4, 2025. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

- a. Report and recommendation of the Site Plan Review Committee and the Planning Board.
- b. Report and recommendation of other city departments and advisory boards, as appropriate.
- c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

Step 2: Preliminary Plat (CONSTRUCTION PLANS)

Section 1-22 of the Land Development Code defines a Preliminary Plat as “a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the Comprehensive Plan”. Preliminary Plats are reviewed by the Planning Board and reviewed/acted upon by the City Commission to ensure compliance with the approved Development Order for the Planned Residential Development.

After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs site plans regarding the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a Preliminary Plat document from a licensed surveyor. There are two (2) options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

Step 3: Final Plat (SUBDIVISION OF LAND)

The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City Attorney's Office to ensure compliance with State Statutes. The Planning Board and the City Commission review/act upon final plats to ensure compliance with the approved Development Order for the Planned Residential Development.

The proposed Little Tomoka Village project is currently seeking only the Planned Residential Development (PRD) Development Order approval. If the Planned Residential Development is approved, detailed engineering plans would need to be reviewed by the Site Plan Review Committee and forwarded to the Planning Board and City Commission when appropriate.

SECTION 4, PROJECT DESCRIPTION:

The project has the following attributes:

1. The total project size is 50.14 acres. The project has three land use map designations: (1) "Open Space/Conservation" – 16.01 acres, (2) "Suburban Low Density Residential" – 17.22 acres, and (3) "Medium Density Residential" – 16.91 acres.
2. The project proposes to create 31 residential lots and a lot for a House of Worship consisting of a 3,278± square foot Church and 10,000 square foot amenities building. The residential subdivision phasing may be modified with the review and approval of the Site Plan Review Committee. The project modified the site plan after the neighborhood meeting to provide greater setback to the Little Tomoka River and the wetlands on-site by reducing the lot widths of lots 1-5.
3. The project shall be required to obtain a Preliminary Plat and provide detailed engineering plans with review by the Planning Board and action by the City Commission before the issuance of a site construction permit. The Preliminary Plat shall include:
 - A. Stormwater plan, including:
 - i. Site topography survey;
 - ii. Evidence of acceptance of water from off-site properties;
 - iii. Pre-development and post-development calculations; and

- iv. Demonstrate that the post-development condition does not discharge any more water at a faster speed than the pre-development condition.
- B. Floodplain review, including:
 - i. Base flood elevation study;
 - ii. Amount of fill in the floodplain; and
 - iii. Amount of compensating storage provided.
- C. Tree survey.
- 4. Subdivision Density:

EXHIBIT 4: Subdivision Density

Type of density	Units per acre	Number of units (maximum)
Holding capacity (Soils, floodplain and utilities)	1.46	73
Gross density (Number of project acres divided by number of lots) minus House of Worship site	0.66	31
Net density (wetlands not included)	1.00	31
“Suburban Low Density Residential” and “Medium Density Residential” density	1.00	31

- 5. All lots shall be 80’ in width. This width is required by Section 2-11 of the Land Development Code (SR, Suburban Residential zoning district).
- 6. The Old Tomoka Road right-of-way bisects the project. The project proposes to vacate the Volusia County dirt road right-of-way. The site plan shows installing a turn-around area within the Old Tomoka Road right-of-way.
- 7. The proposed 31 residential lots and House of Worship would share joint access to West Granada Boulevard.
- 8. The project is proposed to be private and gated.
- 9. The project proposes internal sidewalks on both sides of the streets within the residential portion of the project.
- 10. The project proposes a dog park as outdoor recreation and will meet the required outdoor recreation requirements.
- 11. The residential project intends to utilize the activity building associated with the House of Worship to meet the required indoor recreation requirement.
- 12. The residential project is allowed up to four (4) lots as model homes and two (2) lots as temporary sales offices. A temporary on-site construction trailer is allowed for subdivision infrastructure construction.
- 13. The applicant included a technical memorandum from a Professional Engineer from LTG Engineering & Planning regarding the traffic impacts of the proposed

development. The total trips are below the threshold for a traffic study. LTG Engineering and Planning provides the trip generation:

EXHIBIT 5: Proposed Trip Generation

Proposed PRD Trip Generation Leeds at Little Tomoka										
Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	$\ln(T) = 0.92 \ln(X) + 2.68$	31	DU	50%	50%	172	172	344
A.M. Peak	Single-Family Detached Housing	210	$\ln(T) = 0.91 \ln(X) + 0.12$	31	DU	26%	74%	7	19	26
P.M. Peak	Single-Family Detached Housing	210	$\ln(T) = 0.94 \ln(X) + 0.27$	31	DU	63%	37%	21	12	33
Daily	Church	560	$T = 0.93(X) - 16.74$	100	SEATS	50%	50%	38	38	76
A.M. Peak	Church	560	$T = 0.07(X)$	100	SEATS	60%	40%	4	3	7
P.M. Peak	Church	560	$T = 0.10(X)$	100	SEATS	45%	55%	5	6	10
Daily Totals								210	210	420
AM Totals								11	22	33
PM Totals								26	18	43

DU = dwelling unit

14. The setbacks for the project are proposed as follows:

Rear Yard: 20'

Rear Yard (accessory): 5'

Rear Yard, Pool 5', except lots 18-21 which require 10'

Side Yard: 7.5'

Side Yard (accessory): 5'

Side Yard Corner: 25'

Front Yard: 25'

Perimeter Setback: 40'

15. The maximum building coverage is 50%. The maximum lot coverage is 75%.

16. The maximum building height is 35 feet for all residential structures. The maximum height for the church structure shall not exceed 35' in height. Per the Land Development Code, a bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

17. The project has provided a stormwater requirement and design summary included in ATTACHMENT 4.

18. Sheet PD4 within ATTACHMENT 4 provides the required fencing. The project is located along the Greenbelt and Gateway Preservation District, which requires a five-foot (5') masonry wall and a 25-foot landscape buffer along West Granada Boulevard. The project proposes a six-foot (6') masonry wall and a landscape buffer ranging from 36' to 51'. The homeowner's association would maintain the masonry wall.
19. Two (2) Florida Department of Transportation ponds abutting the project. A six-foot (6') solid vinyl white fence on the rear property lines adjoining the Florida Department of Transportation ponds upon the construction of the houses on lots 6-18 and the House of Worship parcel. The lot owners and the House of Worship shall maintain the solid vinyl white fence.
20. The project exceeds the landscape buffers on all sides of the project.
21. The project has existing water service, but no sanitary sewer to the site. However, a capital improvement sanitary sewer project along West Granada Boulevard would allow sewer service to the project.
22. The residential subdivision is permitted to have two entry feature signs not to exceed eight feet (8') in height and 64 square feet for each sign.
23. The House of Worship is permitted one sign not to exceed eight feet (8') in height and 64 square feet.
24. An environmental assessment report has been prepared for the project and is included in ATTACHMENT 4. The report reviews the project's impacts on wetlands, the riparian habitat zone, and protected species.
25. The residential lots include architectural samples that are within ATTACHMENT 4.
26. The House of Worship must comply with the architectural standards of the Land Development Code.
27. The Site Plan Review Committee shall review and permit the final site plan for the House of Worship.
28. A school finding of adequate capacity letter is included in ATTACHMENT 4.
29. 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.
30. The Development Order must be valid for 36 months from the date of City Commission approval to obtain a site engineering permit. If no site engineering permit is obtained, the Development Order shall expire. Per the requirements of the Land Development Code, the planning director can provide a one-year extension.

SECTION 5, ANALYSIS:

The project application seeks to obtain a Planned Residential Development zoning designation. According to Chapter 2, Article II, Section 2-35 of the Land Development Code the purpose of the Planned Business Development zoning district:

“is to provide more flexibility with regard to land use, density and dimensional standards, and other requirements of this Land Development Code, to encourage developments that incorporate innovative concepts of site planning, coordinated architectural and functional design, higher level of amenities, increased amounts of open space, recreation and landscaping, and a better living environment overall.”

The Planned Residential Development zoning district allows a site-specific development plan to be developed. This zoning district requires a holding capacity analysis, common open space, recreation areas, and additional natural preservation. The site-specific development plan is part of the issuance of the development order.

The project conducted a required neighborhood meeting at the Coquina Presbyterian Church on October 30, 2024. The project team presented the development plan. Items discussed (see ATTACHMENT 3) at the neighborhood meeting included:

1. Traffic safety: Concerns were discussed about the intersection of West Granada Boulevard and Shadow Crossings Boulevard and the need for a traffic light;
2. Hunter's Ridge Boulevard: This roadway will not be extended to connect to West Granada Boulevard;
3. Old Tomoka Road: This Volusia County roadway is proposed to be vacated within the project limits;
4. Stormwater: Concerns were expressed of stormwater management and the impacts of recent rain events that led to flooded yards. The Project team described the stormwater review requirements and process;
5. Unpermitted dam: Resident stated that there is an unpermitted dam downstream of the proposed development.
6. Impacts to wildlife; and
7. Planned Development process and project timing.

After the neighborhood meeting, the project provided a resubmitted site plan that reduced the lot widths of lots 1 through 5 to provide additional perimeter setback from the Little Tomoka River and the wetland.

The following are the review criteria for Planned Residential Developments from the Land Development Code:

Planned Residential Development Criteria

Section 2-35, Chapter 2, Article II of the Land Development Code details the requirements of a Planned Residential Development:

1. Section 2-35.H.3, Chapter 2, Article II states, “Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the City Commission and replaced at a minimum as provided below:
 - a. Subdivisions of 200 dwelling units or less may provide, at a minimum, an additional 30 square feet per unit of outdoor active recreation space in compliance with this Section in lieu of the indoor recreation floor area requirement.

- b. Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits.
- c. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project.
- d. The Development Review Board and City Commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived.”

The project is seeking to provide indoor recreation as part of the assembly building associated with the House of Worship. The building would be available to residents when the House of Worship is not using the facility.

- 2. Section 2-35.H.4, Chapter 2, Article II of the Land Development Code states, “Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts, and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units.”

The project is required to provide a total of 1,860 square feet of recreational areas. The project is proposing a dog park area of 1,900 square feet.

- 3. Section 2-35.H.7., Chapter 2, Article II of the Land Development Code states, “Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit.
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the City Commission, common open space may be dedicated to the use of the general public.
 - b. Common open space must be adequately landscaped and irrigated.
 - c. Natural features worthy of preservation shall be left in a natural state.
 - d. Water bodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetlands areas may not be included in this calculation.”

The project is required to provide a total of 1,860 square feet of common area and is provided 3,036 square feet between lots 27 and 28.

- 4. Section 2-35.H.8., Chapter 2, Article II of the Land Development Code states, “Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, but shall not include classified wetlands and required upland buffers.”

The project is proposing that 5.74 acres (35%) of the development site area to remain in a natural state. There are additional land areas that are not being

developed, including designated open space (6.50 acres), wetlands (15.33 acres), wetland buffers (3.12 acres), and the FPL easement (2.85 acres).

5. Other Uses: Section 2-35.B.2., Chapter 2, Article II of the Land Development Code allows other uses within planned residential developments.

The project proposes single-family residential lots and a House of Worship.

In considering the issuance of a Development Order for a Planned Residential Development, the Planning Board may recommend approval, approval with conditions, or denial of the application on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

a) Innovative Site Design

The project site has several site conditions that impact the site plan, including the Little Tomoka River, wetlands, Florida Department of Transportation ponds and easements, and the Florida Power and Light easement. The subject property has been looked at for several different concept plans. These plans include multi-family and townhouse developments. The proposed single family lot layout meets or exceeds the zoning requirements for lot sizes. The site plan integrates the House of Worship site into the development and provides a common access point. The vacation of Old Tomoka Road would incorporate this unimproved right-of-way into the development. The proposed 31 lots and House of Worship is a lower impact development than the 50 multi-family lots approved with the Hunter's Ridge Development of Regional Impact and what could be developed on the land south of Old Tomoka Road.

At the neighborhood meeting there were multiple concerns regarding stormwater and flooding. The issuance of the Development Order does not include a stormwater plan for review and approval. It is important to identify these concerns early in the process and have the project demonstrate compliance with state and City stormwater requirements. The stormwater plan would be reviewed as part of the Preliminary Plat which requires public hearings.

b) Coordinated Architectural Design

The Little Tomoka Village subdivision shall have an Architectural Control Committee to enforce the architectural design guidelines detailed in the plan. In ATTACHMENT 4, the applicant provides the project's architectural vision.

c) Open Space, Recreation, Common Areas

As discussed under the project description section, the applicant is providing a recreation area and common open space that meets the requirements of the subdivision regulations.

d) Coordinated Streetscape Elements

The site plan in ATTACHMENT 4 demonstrates that the project will have entry signage, natural preservation areas, walls/fences, and internal sidewalks.

Planned Development:

The project complies with the Planned Residential Development standards as part of the development order. The applicant is allowed to establish the zoning dimensional

standards for the project. The proposed building coverage is 50%, where the Land Development Code typically allows 35%. The proposed dimensional standards maintain a lot coverage (building plus any other hard surface areas such as driveway) at 75%.

The project exceeds Land Development Code standards as follows:

1. Twenty percent of the project must be left in tree preservation. The project proposes that 5.74 acres (35%) of the development site remain in a natural state that meets the Land Development Code requirement. An additional land area is not being developed, including open space (6.50 acres), wetlands (15.33 acres), wetland buffers (3.12 acres), and the FPL easement (2.85 acres).
2. The wall requirement along West Granada Boulevard is 5 feet. The project is proposing a 6-foot wall.
3. The Greenbelt and Gateway Preservation requirement is a 25' landscape buffer abutting the residential lots. The project has proposed a minimum of 36', and in certain locations, the landscape buffer is 51'.
4. The project has exceeded the perimeter setback and the landscape buffers. Exceeding these requirements is based on preserving the environmental corridor of the Little Tomoka River. The applicant has provided additional tree preservation abutting the upland buffers to increase the preservation area.
5. The Stormwater Requirement and Design Summary (ATTACHMENT 4) commits a stormwater design for 100-year, 24 hour storm event for the residential area and House of Worship. The Land Development Code requirements is a 25-year, 24 hour storm event.

SECTION 5. CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Residential Development amendment can be approved. **It is important to note that this item is solely for the zoning Development Order and the construction site plans are provided with the Preliminary Plat.** 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 application meets the Planned Residential Development requirements contained within the Land Development Code. The applicant has provided the required information in terms of lot sizes and layout, street locations, buffer requirements, traffic impacts, stormwater planning, and Planned Residential Development requirements. The Site Plan Review Committee has reviewed the application and concluded that it conforms to the requirements of the Land Development Code. The Site Plan Review Committee concludes that the application will not adversely affect public health, safety, or welfare. It is important to note that this project must provide the construction site plans for a Preliminary Plat, which will be reviewed as a public hearing.

Concerns regarding the project were discussed at the neighborhood meeting regarding stormwater and traffic impacts.

2. The proposed development is consistent with the Comprehensive Plan.

The subject property has three (3) land uses: “Suburban Low Density Residential,” “Medium Density Residential,” and “Open Space/ Conservation.”

Suburban Low Density Residential (LDR) – 17.22 acres

Purpose: To establish development guidelines, densities and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services.

Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each parcel of property proposed for development are synthesized from high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the environmental constraints, the availability of central utilities, and the type of development that is proposed.

Limited daily need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code

Maximum Floor Area Ratio: 0.2

Medium Density Residential (MDR) – 16.91 acres

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum Floor Area Ratio: 0.3

Open Space/Conservation (OS/C) – 16.01 acres

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum Floor Area Ratio: 0.5

The location is appropriate for residential uses as established by the Hunter's Ridge Development of Regional Impact and residential land uses and is consistent with the Comprehensive Plan. The analysis section of the report discussed the land use designations and allowable density and intensity. The Comprehensive Plan contains the following Goals, Objectives, and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal

and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

Conservation Element

POLICY 5.4.6.

The City shall continue to require and enforce the provision and maintenance of adequate and undisturbed upland buffers of native vegetation adjacent to the Halifax River, the Tomoka River, and all of their associated tributaries and wetlands.

A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows:

- a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high water mark or 50 feet from the upland/wetland interface line, whichever is

greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high water mark exists along the river.

The development is within the required holding capacity and gross density range, and the lot area is consistent with and furthers the intent of the Comprehensive Plan policies.

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 project has prepared an environmental assessment included in ATTACHMENT 4. The assessment reviews the project soils, vegetative community, wetlands, protected species, and floodplains. The Little Tomoka River bisects the property along the northern and western portions. The environmental assessment report shows there are 15.49 acres of wetlands on-site. The project includes a 50-foot buffer abutting the wetland area, totaling 5.05 acres. The project proposes 0.33 acres of wetland impacts in the area of the FPL easement and stormwater pond on the eastern portion of the property and the entry roadway and lot 1.

Concerns regarding the project were discussed at the neighborhood meeting regarding stormwater and the development of the land area. The project modified the site plan after the neighborhood meeting to provide greater setback to the Little Tomoka River and the wetlands on-site by reducing the lot widths of lots 1-5.

The project has existing development entitlements based on the approval of the Hunter's Ridge Development of Regional Impact and the project land uses. The Site Plan Review Committee conclude that the proposed development will not adversely impact environmentally sensitive lands or natural resources beyond what is allowed in the Land Development Code, 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.

The site plan implements the land use designations of "Suburban Low Density Residential" and "Medium Density Residential," with a gross density of 0.66 units per acre and a net density of 1.00 units per acre. The project has sought to provide natural buffers along the project perimeters that exceed the required landscape buffers. The Site Plan Review Committee concludes that 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.

There are adequate public facilities to serve the development. The proposed subdivision must install water and sewer facilities, sidewalks, recreational areas, and stormwater management. The development of homes would be subject to water and sewer connection fees and local road, park & recreation, police, and fire impact fees. The Site Plan Review Committee concludes that adequate public facilities 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.

The applicant included a technical memorandum from a Professional Engineer from LTG Engineering & Planning regarding the traffic impacts of the proposed development that was included as Exhibit 5. At the neighborhood meeting, residents expressed concern about individuals from Little Tomoka Village using the full access median at Shadow Crossings Boulevard and West Granada Boulevard to make a U-turn. West Granada Boulevard is a state roadway and the Florida Department of Transportation would be the permitting entity for the project.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The development philosophy of the subdivision has been discussed in this report. The subdivision design provides for single-family housing as envisioned in the "Suburban Low Density Residential" land use, exceeds landscaping standards, provides natural areas as buffers, includes entry features, contains stormwater management ponds with fountains, and provides a coordinated architectural theme. The Site Plan Review Committee concludes 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.

The overall design indicates safe movement on the site. The proposed road and access layouts conform to the dimensional standards 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.

The project is required to utilize a Homeowner's Association (HOA), which will institute an Architectural Control Committee to review construction plans within the development. The site plan exhibits outline regulations governing the construction of

buildings and landscaping on individual lots to encourage aesthetics and harmony within the development.

10. The testimony provided at public hearings.

The project has not been reviewed at a public hearing and no testimony has been provided. Any testimony at the Planning Board meeting would be provided in the meeting minutes for the City Commission review.

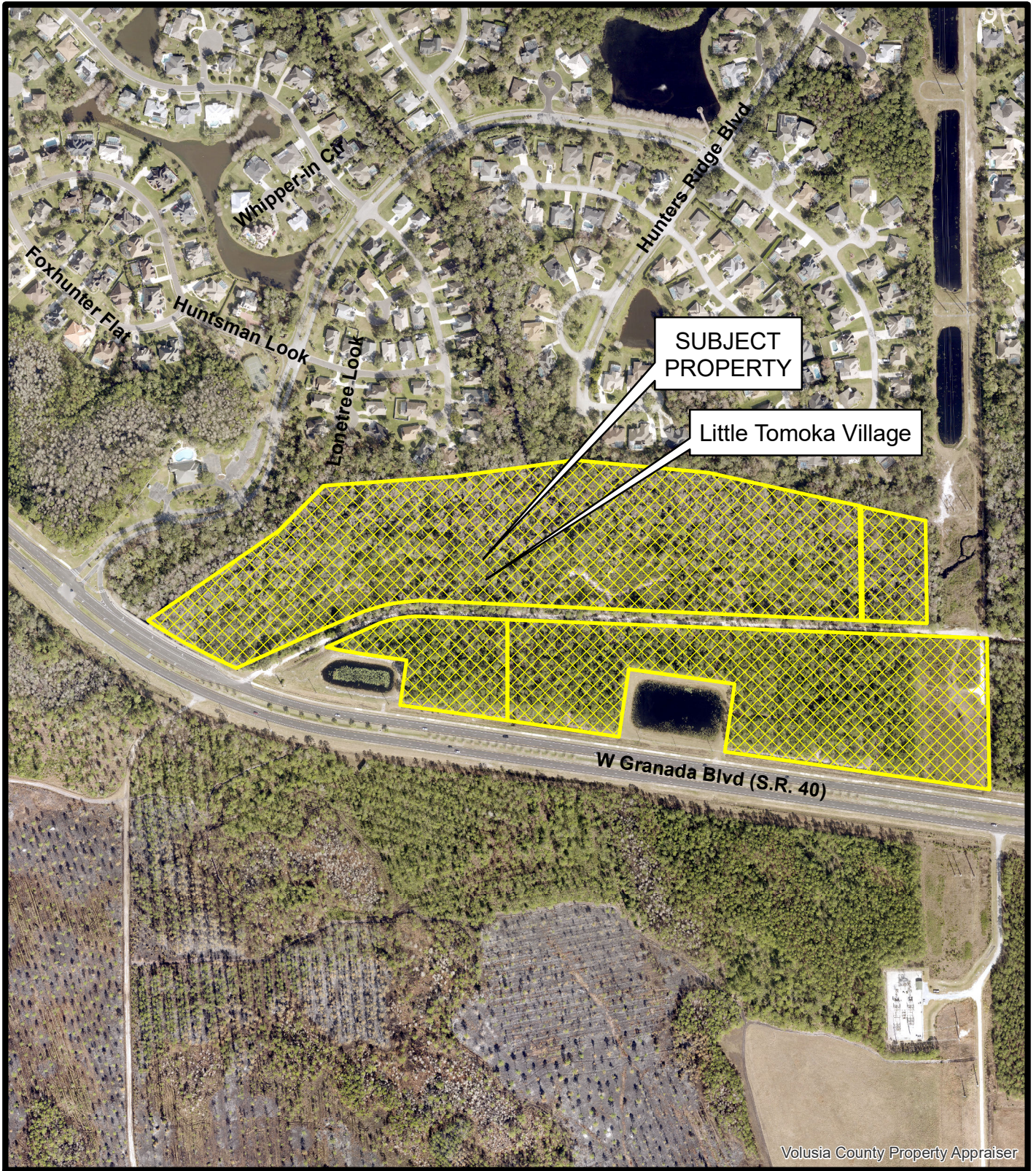
SECTION 6, RECOMMENDATION: The application seeks approval for the issuance of a Development Order to allow 31 residential lots and a House of Worship on Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011. The Development Order requires zoning approval, and subdivision construction plans would be required if approved. The subdivision construction plans, Preliminary Plat, would be reviewed by the Planning Board and acted upon by the City Commission as public hearings. It is recommended that the Planning Board recommend **APPROVAL** of the issuance of a Development Order for the Little Tomoka Village subdivision Planned Residential Development for 50.14 acres. If the Planning Board believes that the project submittal does not meet the criteria for a Planned Residential Development, the project can be either recommended for approval with certain conditions or denial.

Attachments:

- Attachment 1: Project Maps
- Attachment 2: Hunter's Ridge Development of Regional Impact excerpts
- Attachment 3: Neighborhood meeting summary from the applicant
- Attachment 4: Applicant provided information

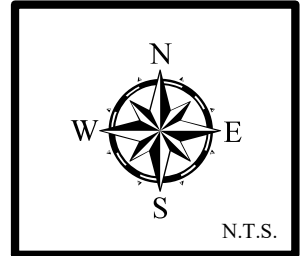
ATTACHMENT 1

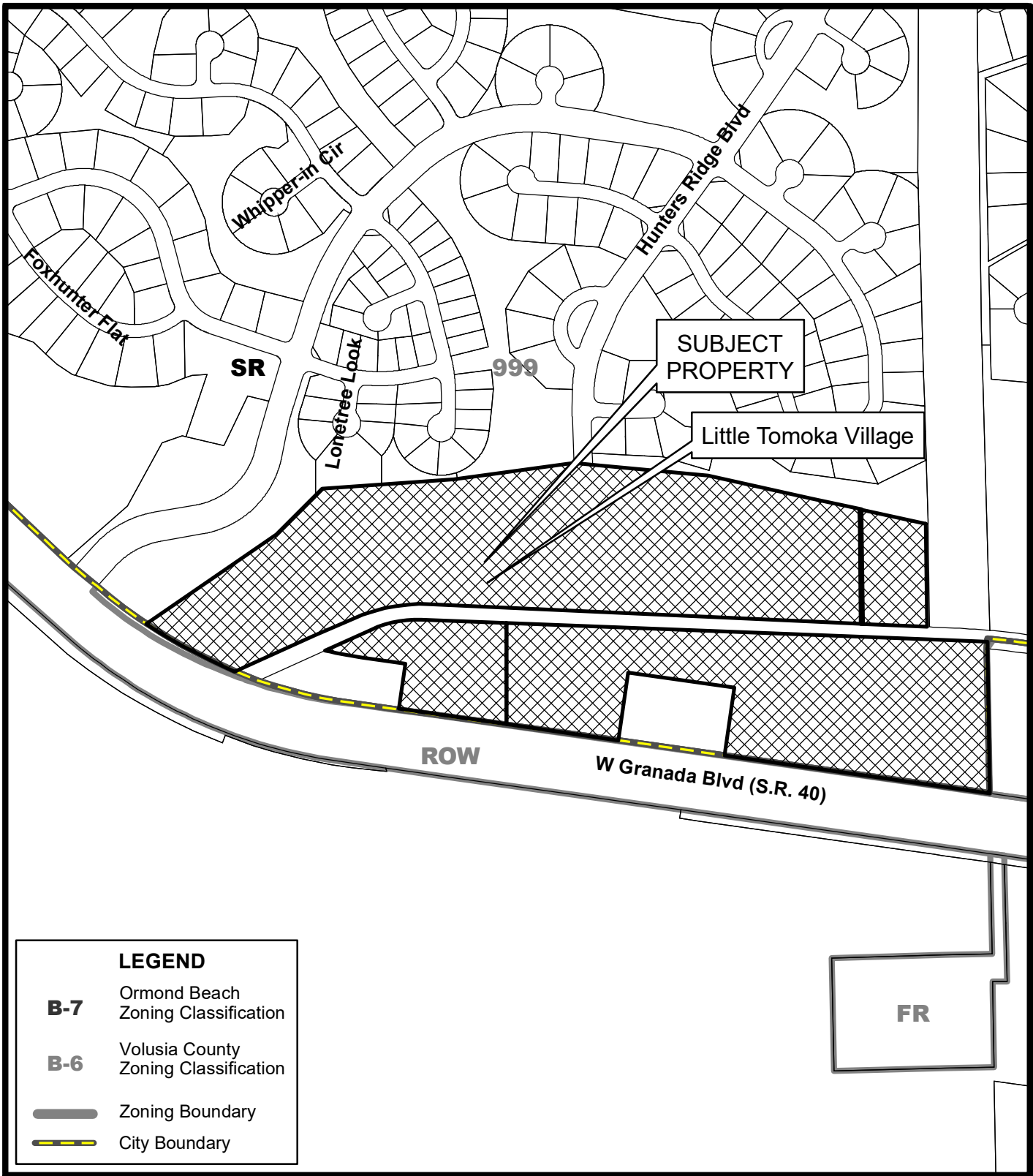
Project Maps



AERIAL MAP LITTLE TOMOKA VILLAGE

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024





LEGEND

B-7 Ormond Beach
Zoning Classification

B-6 Volusia County
Zoning Classification

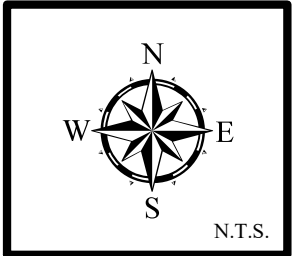
— Zoning Boundary

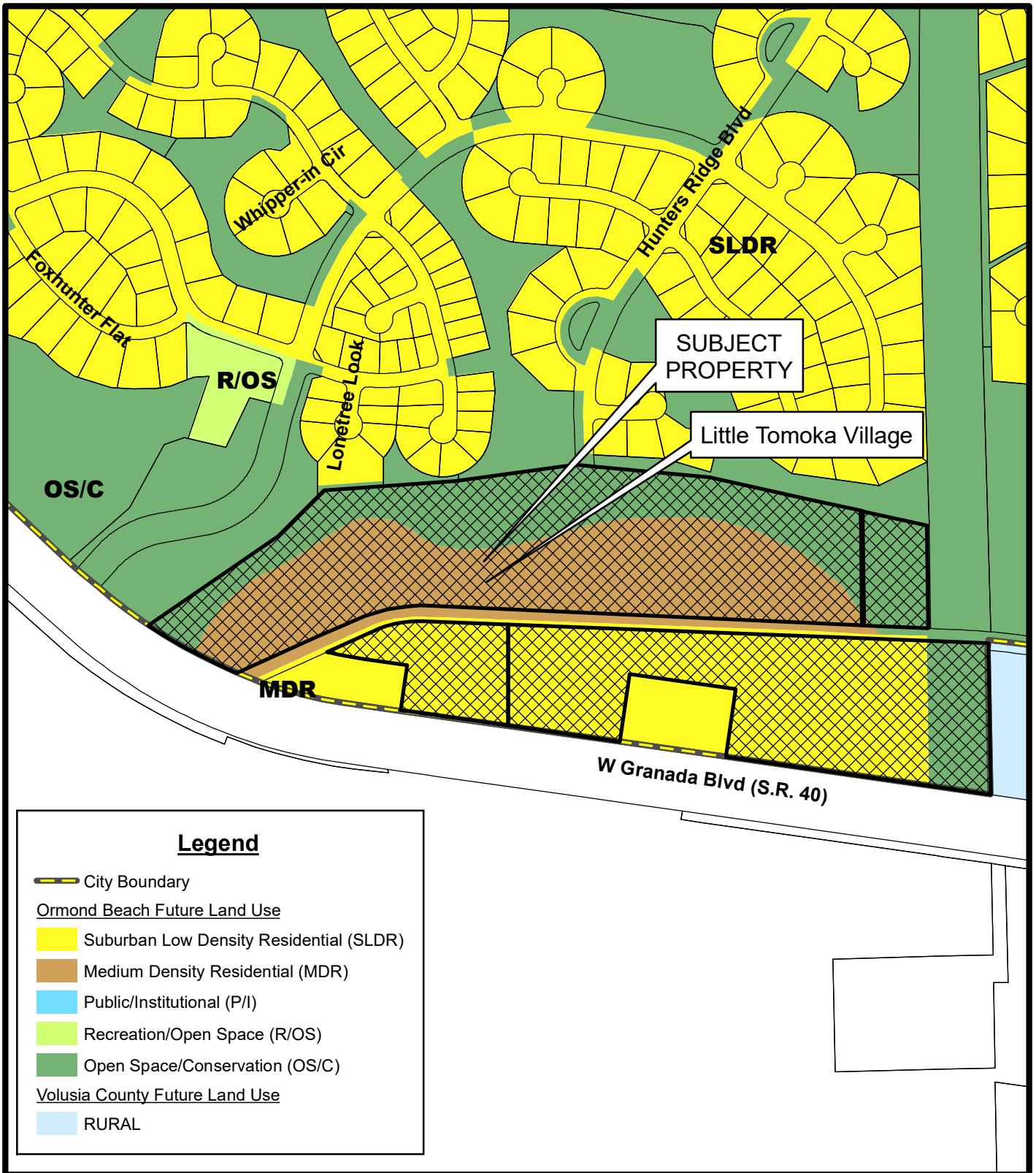
- - - City Boundary



ZONING MAP
LITTLE TOMOKA VILLAGE

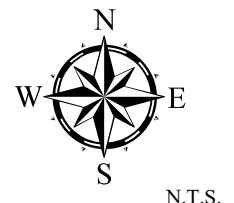
Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024





FUTURE LAND USE MAP LITTLE TOMOKA VILLAGE

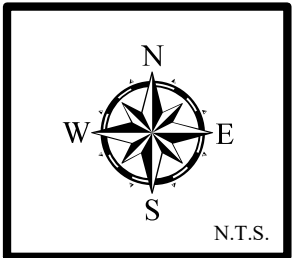
Prepared By: The City of Ormond Beach
G.I.S. Department - October 20, 2024

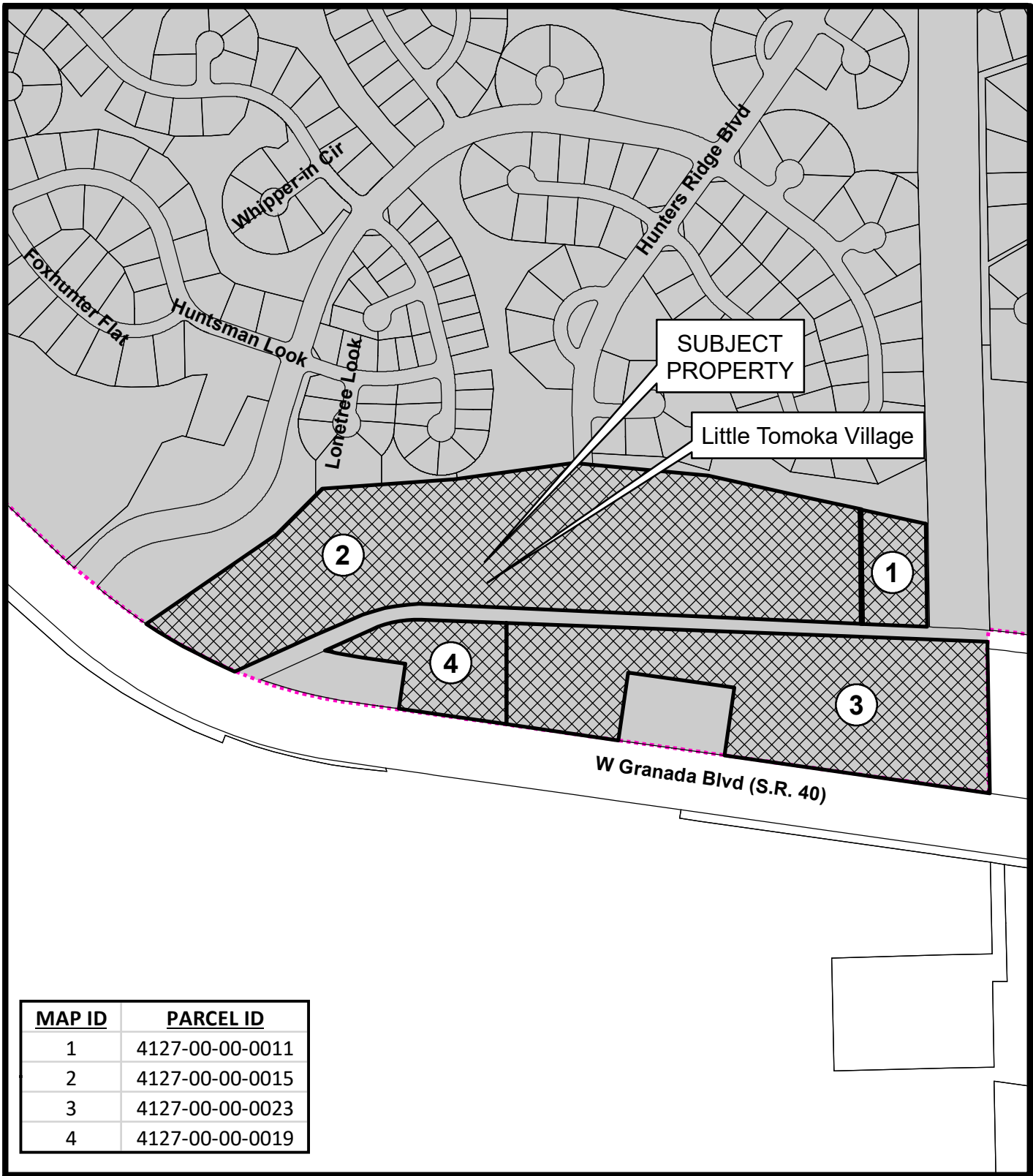




**LOCATION MAP
LITTLE TOMOKA VILLAGE**

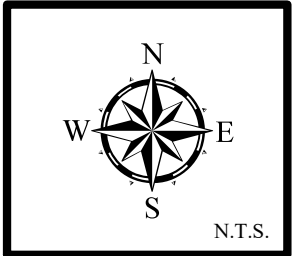
Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024





PARCEL MAP
LITTLE TOMOKA VILLAGE

Prepared By: The City of Orm, ond Beach
G.I.S. Department - October 20, 2024



ATTACHMENT 2

Hunter's Ridge Development of Regional Impact Excerpts

BOOK PAGE
3696 1719
VOLusia CO. FL

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.

EXHIBIT "C" REVISED

LEGEND

-  VILLAGE RETAIL OFFICE
-  VILLAGE OFFICE
-  PARK OF COMMERCE (LT. INDUST.)
-  RECREATIONAL FACILITIES
-  PARKS & SCHOOLS
-  VILLAGE SERVICES
-  WETLAND CONSERVATION
-  SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
-  MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
-  MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



CONSERVATION
AREA

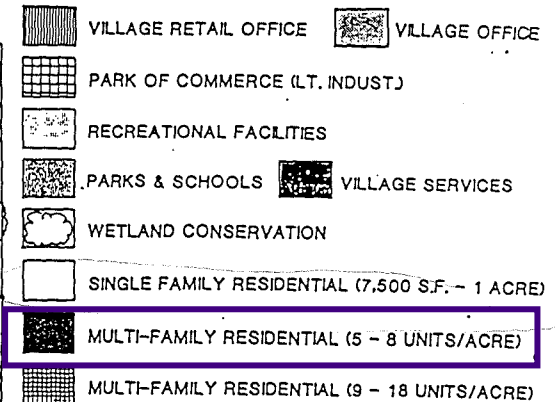
CONSERVATION AREA

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

3001
3739 1910
VOLUSIA CO., FL
Best Available Copy

LEGEND

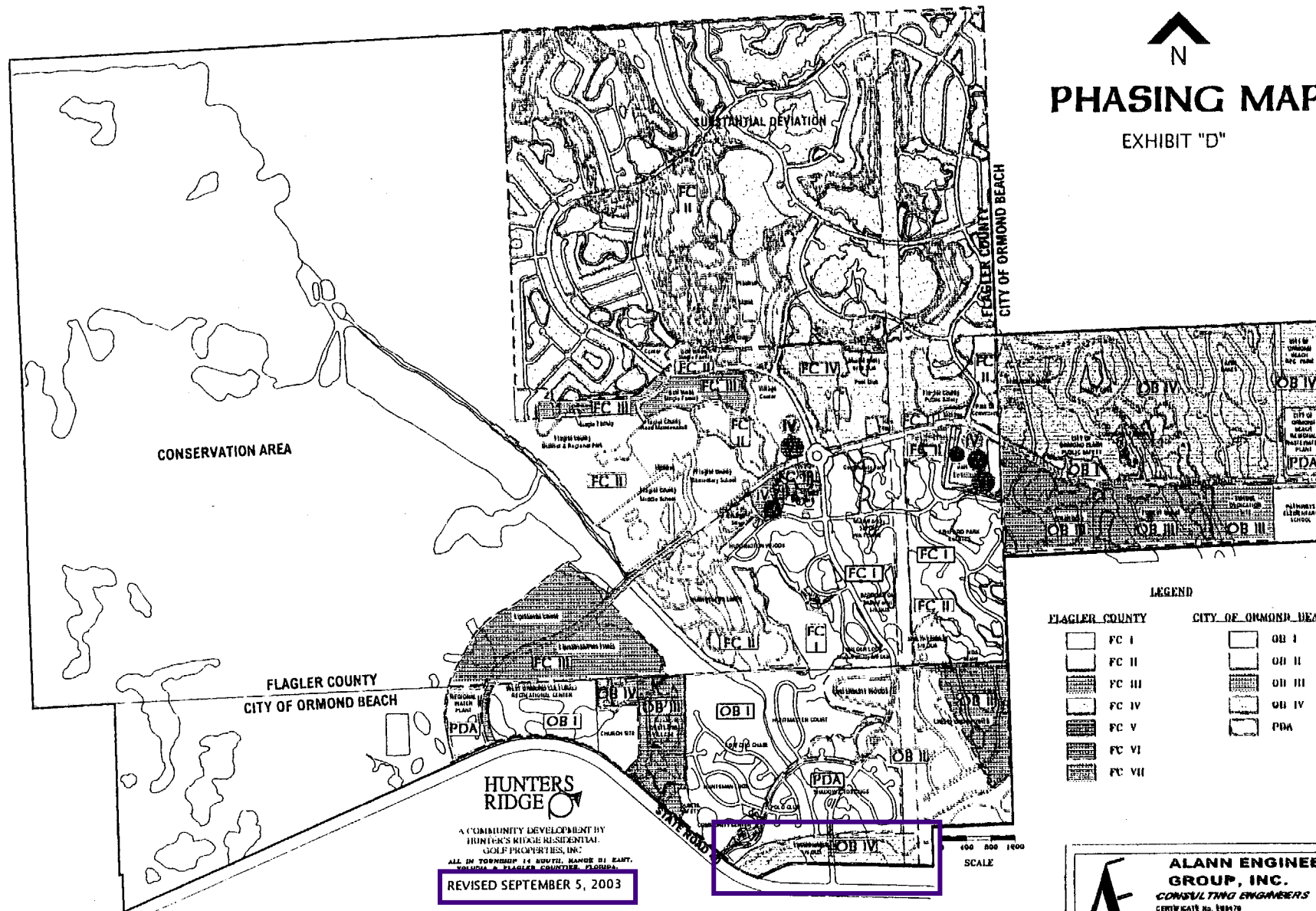


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PHASING MAP

EXHIBIT "D"



ATTACHMENT 3

Neighborhood Meeting Summary from the Applicant

Memorandum



Daytona Beach • DeLand

231 N. Woodland Blvd.
DeLand, FL 32720
(386) 736-7700
CobbCole.com

To: Steven Spraker, AICP, Planning Director, City of Ormond Beach
From: Mark A. Watts, Esq.
Date: November 15, 2024
Project: Little Tomoka Village PD
Subject: Neighborhood Meeting Summary, October 30, 2024

A neighborhood meeting was held on October 30, 2024 at 6:00 pm at the Coquina Presbyterian Church, 2085 W. Granada Blvd., Ormond Beach, FL 32174

Mark Watts from Cobb Cole, Luke Kilic from Zev Cohen, Matt West from LTG and Joe Brinson from ECS were in attendance to discuss the project in detail. Approximately 17 interested citizens attended the meeting (please see the attached sign-in sheets).

A few surrounding property owners submitted questions in advance. Please see the attached emails from those neighbors. A neighbor also provided photos of high water from the Little Tomoka River on his property in 2022. Please see the photos attached.

Mark Watts gave an overview of the PD requests. A PowerPoint presentation was given regarding the history of the land and the details of the project. The meeting was then opened for questions and comments from the attendees. Some of the questions and comments were:

Traffic:

Several residents expressed concerns about traffic safety. Concerns primarily related to existing safety at the intersection of Shadow Crossing Boulevard and the need for a traffic signal. The project team was asked if a signal would be installed at the planned entry drive into the project. The team responded that the specific requirements would be subject to review and permitting by the Florida Department of Transportation (FDOT), as the regulatory agency with jurisdiction over S.R. 40. The project team explained that eastbound trips from the proposed project would be required to turn right of the project and make a u-

turn in the median opening at Shadow Crossing Boulevard. Residents asked if a signal would be required at Shadow Crossing Boulevard and we explained that FDOT would review and determine what, if any, intersection improvements would be required to accommodate the project traffic.

One resident asked about the extension of Hunter's Ridge Boulevard through the project site as contemplated by the original DRI development order to Hunter's Ridge. The project team explained that an extension of Hunter's Ridge Boulevard was not planned and that environmental impacts and permitting associated with crossing the Little Tomoka River were a primary reason.

Another resident asked how the project would impact Old Tomoka Road. The project team explained that an application has been filed with Volusia County to vacate Old Tomoka Road to the eastern boundary of the project parcel. The team explained that a turnaround would be provided at the new western terminus of Old Tomoka Road. Several residents commented that the vacation would eliminate current use of Old Tomoka Road as a "party spot" where people often congregate to drink beer.

Stormwater:

Several residents raised questions about the management of stormwater from the site. They also mentioned that the Little Tomoka River backed up and flooded portions of their rear yards during recent storm events such as Hurricanes Ian and Milton. The resident that provided the attached pictures mentioned that a private property owner downstream from the project site had constructed a dam across the Little Tomoka River that limited natural flow.

The project team explained the process for review and approval of stormwater system permitting by the City and St. Johns River Water Management District. The same resident mentions the presence of an unpermitted dam downstream.

The project team highlighted the fact that the project does not propose any wetland and only minor floodplain impacts to the Little Tomoka River. We also discussed the existing FDOT ponds adjacent to the site and confirmed that the outfall from those ponds would be maintained and continue to flow into the Little Tomoka River through a drainage easement.

It was noted that there may be an unpermitted dam downstream.

Wildlife

Several residents raised concern about the impacts to wildlife in the area. The project team explained the review and permitting process for protected species and that those reports must be updated within 90 days prior to construction commencing. We also noted that the corridor along the Old Tomoka River was being maintained and would provide a connected wildlife corridor. Several residents suggested a modification to the northwest corner of the residential subdivision layout to provide more buffer to the Little Tomoka River and wildlife corridor. The project team advised that we would review and consider their suggestions.

Nature of Planned Residential and Future Development

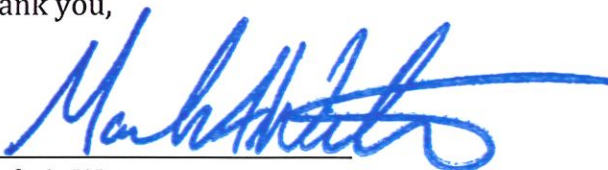
The project team explained that the existing maximum residential density for the project site could yield approximately 170 single or multi-family residential units. We explained that the planned 31-unit, gated neighborhood was a more responsible approach. The project team explained that the PRD process was being used to permit some smaller lot sizes, due to the site layout, but that general lot sizes were comparable to what is otherwise permitted under the City's Suburban Residential (SR) zoning classification. Several positive comparisons were made to the existing Indian Springs and Il Villaggio neighborhoods.

Several residents asked about the timing and design of the proposed church. The project team indicated that while planning for shared infrastructure and associated development criteria were proposed under the PRD, specific details regarding the final architectural design and timing were unknown.

The meeting concluded after approximately an hour and a half. Members of the development team remained onsite to discuss individual questions from any residents that still had them.

There might be an unpermitted dam downstream from the proposed development site.

Thank you,



Mark A. Watts

Lynne Figenscher

From: Lorraine Wenstrom <sadiew29@yahoo.com>
Sent: Thursday, September 26, 2024 10:35 AM
To: DeLand Use
Subject: Little Tomoka Land trust

Hello,

I am responding to the letter about the 31 houses, church, and community recreation use center. We are not in favor of this construction project. First, it will lead to more traffic on Rt. 40, which is already a problem heading out of Hunter's Ridge, especially if there is a church involved with all the cars in and out of the development. Also, it will be a noise problem after removing all of the forest behind our community. On a quiet night, we can hear the traffic on Rt. 40, and this will only intensify. Also, Our wildlife is being pushed out of their area. We enjoy the peaceful community with the trees and many critters that roam our neighborhood. And, the letter doesn't mention what kind of housing this will be other than single units. What will be the square feet of the houses. Also, why is another church being built and a recreation center. Do we need that so close to our homes? I am not opposed to churches or recreation centers, but that is a small plot of land. Why there at this time. I can not attend the meeting on the 8th but would like answers to my questions.

Lorraine & Robert Wenstrom
3 Sundrop Watch (Hunter's Ridge)
Ormond Beach FL 32174

Lynne Figenschner

From: Zee Schertl <zee4sky@gmail.com>
Sent: Thursday, September 26, 2024 8:55 PM
To: DeLand Use
Subject: Ormond Beach, Hunters Ridge Neighborhood meeting to be held on 10/08/24

Due to the following factors, I'm very concerned regarding the proposal of amending the land next to our development site, here at Hunters Ridge, in order to build more homes.

- A. We live in a safe community that has a great conservation area surrounded with wildlife and animals that will be greatly impacted by this project.
- B. This new development will greatly impact the homes that are currently on the property line behind the proposed development.
- C. Don't know how our water, irrigation and sewer system will be affected by this project, specially since we have peptic tanks.
- D. Heavy traffic is also going to affect our roads existing Granada/ highway 40, specially sine the speed limit in this area is 60 miles per hour.
- E. We already have several houses of worship near us that have served us well.

These are some areas that I believe should be addressed before any decisions are made. Hopefully they will be discussed by all parties involved.

Respectfully yours,

Mrs. Z. Schertl

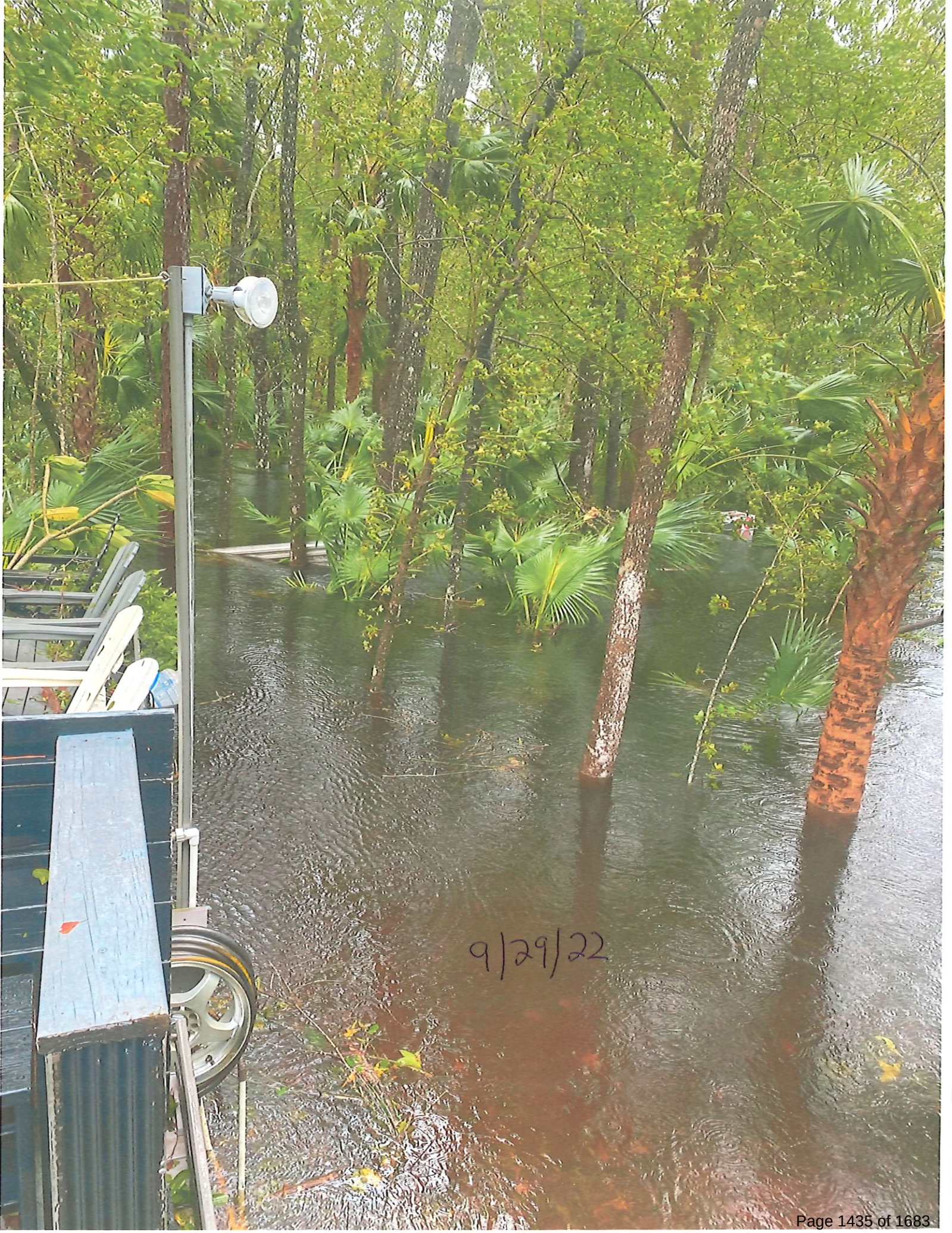
Lynne Figenschier

From: Sj Driscoll <standriscoll@yahoo.com>
Sent: Wednesday, October 23, 2024 10:30 AM
To: DeLand Use
Subject: Little Tomoka Village

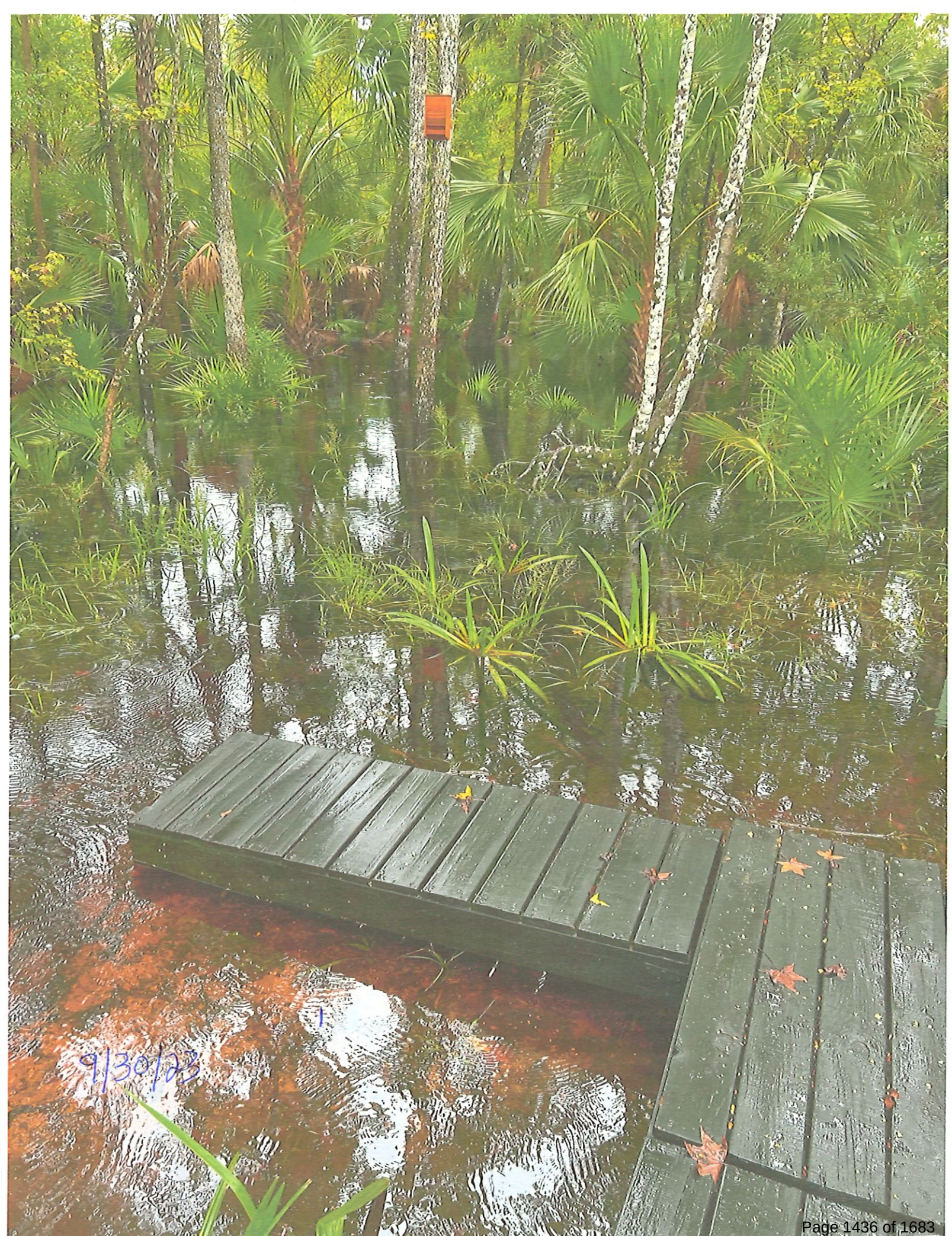
As the Little Tomoka River bisects the subject proposed development, do have have any maps, drawings or anything that will indicate the specific location any site improvements, most particularly those abutting the river, that you will make available?

Thank you
Stan Driscoll

[Yahoo Mail: Search, Organize, Conquer](#)



9/29/22



9/30/23

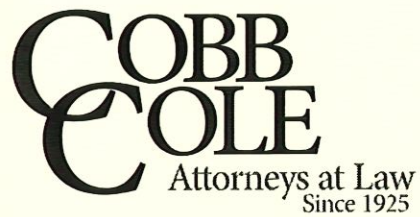


ATTACHMENT 4

Applicant Provided Information

- Applicant's Letter
- Stormwater Requirement and Design Summary
- School Adequate Capacity Letter
- Environmental Assessment Report
- Updated Wetland Map (11.15.2024)
- Traffic Memorandum
- Holding Capacity Analysis
- Architectural Rendering
- Applicant's Draft Development Order
- Planned Development Plans
- Survey

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. Sznajstajler
Andrew C. Grant
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka



Daytona Beach • DeLand
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 | CobbCole.Com

Jessica L. Gow
Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

November 15, 2024

Steve Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: Planned Development District - Little Tomoka Village PD
Parcel ID No(s): 4127-00-00-0023, 4127-00-00-0015, 4127-00-00-0019 &
4127-00-00-0011

Dear Steve:

As you know, our office has the pleasure of representing Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021, (owners) and Leeds Holdings Southeast, Inc. (developer) of the above-referenced properties in Ormond Beach, Florida. This proposed project consists of 31 residential single-family units, a house of worship and a community use center.

The proposed PRD rezoning application provides details for joint access from S.R. 40, a future house of worship and related community center that will be available for use by residents of the planned residential subdivision as an additional amenity. The planned residential subdivision will be gated and provides for common area amenities in addition to the shared community center. Proposed lot sizes meet or exceed the minimum required under the City's Suburban Residential (SR) zoning classification, however several lots are below the minimum widths required by the SR classification due to site constraints. These reduced size lots is the reason why the maximum building coverage is 50%.

As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark A. Watts".

Mark A. Watts, Esq.
Mark.Watts@cobbcole.com

Stormwater Requirement and Design Summary for Little Tomoka Village Planned Development

The ultimate stormwater outfall from the proposed 31-lot single-family subdivision and Church development site is the Tomoka River, designated as *Outstanding Florida Waters (OFW)*. Due to this classification, 50% additional Pollution Abatement Volume (PAV) must be retained in the stormwater system prior to discharge. The Tomoka River is also nutrient-impaired, particularly for nitrogen and phosphorus. Thus, the project's stormwater management plan incorporates an enhanced nutrient removal process to prevent any increase in pre-development nutrient loading.

For the single-family subdivision, a **stormwater treatment train** approach will be utilized. This involves:

- A **dry retention pond** for initial treatment of collected stormwater runoff.
- Overflow from the dry pond will then discharge into a **wet detention pond** system for further treatment and flow attenuation, ensuring that the pre-development discharge volume and peak discharge rates are maintained.

For the Church development, an independent **dry retention pond** is provided to manage stormwater treatment and flow attenuation.

The stormwater systems for both areas are designed to manage the **100-year, 24-hour storm event** and will be required to comply with the standards of:

- The City of Ormond Beach
- St. Johns River Water Management District (SJRWMD)
- Florida Department of Transportation (FDOT)

Detailed calculations will be provided upon completion of the rezoning process for review and permitting by these regulatory bodies.



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination Finding of Adequate Capacity Letter

November 5, 2024

Mr. Mark A. Watts, Esq
Cobb Cole
231 N Woodland Blvd
DeLand, FL 32720

RE : Little Tomoka Village PD – City of Ormond Beach
School Concurrency Case # 24-10-07-003-A

Dear Mr. Watts:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Little Tomoka Village PD associated with 50.14 +/- acres of property located at or near the intersection of W Granada Blvd and N Tymber Creek Rd within Ormond Beach city limits. The proposed project would provide thirty-one (31) single family homes.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eight (8) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	31	8
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		31	8

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Pathways Elementary	695	147%	Yes	3
David C. Hinson Middle	929	120%	No	2
Halifax CSA (Mainland High)	1,960	119%	No	2
Other				1

The student projections generated by this project will increase the existing percentage above 100% permanent capacity at the elementary and middle school levels. As the concurrency service areas (CSAs) for Pathways Elementary and David C. Hinson Middle are at or over 115% for level of service (LOS) standards, secondary capacity reviews are required (Table 3 and Table 4).

Secondary Capacity Review - Elementary

Table 3

Schools	Adopted LOS	SY 2024/25 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
Pathways Elementary	115%	695	146%	3	147%
Tomoka Elementary	115%	644	82%	-	82%
Elementary CSA Average					115%

Secondary Capacity Review - Middle

Table 4

Schools	Adopted LOS	SY 2024/25 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
David C. Hinson Middle	115%	929	120%	2	120%
Ormond Beach Middle	115%	1,016	97%	-	97%
Middle CSA Average					109%

Secondary concurrency reviews evaluate whether there is sufficient capacity available in adjacent CSAs. In this case, the CSAs for Tomoka Elementary and Ormond Beach Middle have been identified as valid adjacencies for Pathways Elementary and David C. Hinson Middle per the policies and conditions established by the School Board. The average LOS for both elementary schools is 115%. The average LOS for both middle schools is 109%. As both average LOSs fall below mitigation thresholds, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and multi-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,



James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Steven Spraker, AICP, Planning Director, City of Ormond Beach



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

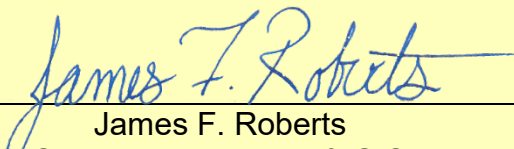
Project Information

Project Name	Little Tomoka Village PD
VCSB Project #	24-10-07-003-A
Jurisdiction Project #	
Parcel ID Numbers	4127-00-00-0023; 4127-00-00-0019; 4127-00-00-0015; 4127-00-00-0011;
Project Location	W Granada Blvd and N Tymber Creek Rd
Potential Residential Units	31 Single Family Homes
Property Owner/Applicant	Mark A. Watts, Esq – Cobb Cole

Notes: Additional review will be required at the time of subdivision/site plan submittal(s).
No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

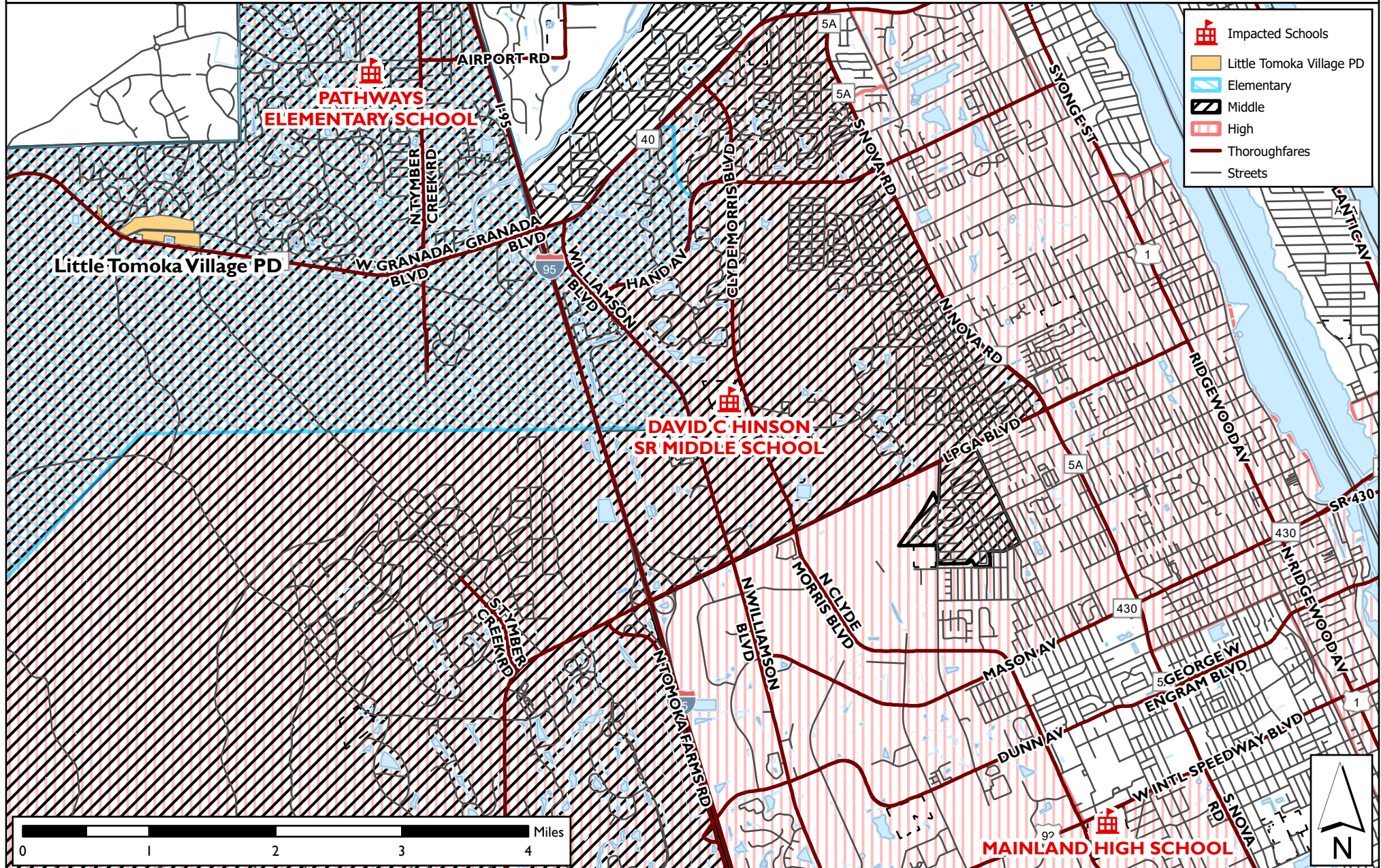
Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.


James F. Roberts
Specialist, Planning & GIS

November 5, 2024
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Little Tomoka Village PD





ECS Florida, LLC

Results for City of Ormond Beach Environmental Assessment Report

Proposed Little Tomoka Village
State Road 40, Ormond Beach, Florida 32174

For: Leeds Holdings Southeast, Inc.

1151 Orange Avenue, Suite 200, Winter Park, Florida 32789

ECS Project Number 55:6074

May 28, 2024





May 28, 2024

Mr. Benjamin Bass
Leeds Holdings Southeast, Inc.
1151 Orange Avenue
Suite 200
Winter Park, Florida 32789

ECS Project No. 55:6074

Reference: Results for City of Ormond Beach Environmental Assessment Report, Proposed Little Tomoka Village, State Road 40, Ormond Beach, Volusia County, Florida

Dear Mr. Bass:

ECS Florida, LLC (ECS) is pleased to provide you with results of our City of Ormond Beach Environmental Assessment Report for the Proposed Little Tomoka Village. ECS services were provided in general accordance with ECS Proposal No. 55:9471 authorized on September 08, 2023.

If there are questions regarding this report, or a need for further information, please contact the undersigned.

ECS Florida, LLC

Joe Brinson
Environmental Senior Project Manager
JLBrinson@ecslimited.com
904-880-0960

Jason Adams
Natural Resources Department Manager
JAdams2@ecslimited.com
813-302-1644

INTRODUCTION

ECS completed a City of Ormond Beach Environmental Assessment Report for the Proposed Little Tomoka Village, located at State Road 40 in Ormond Beach, Volusia County, Florida. An aerial view of the subject property is provided in **Appendix I**.

The purpose of this report is to provide ecological information based on rules set forth in Article II Section 3-13 of the City of Ormond Beach Land Developed Code (LDC) for the proposed development of a 32-lot SFR subdivision.

The following report (and referenced exhibits) describes the current relevant ecological conditions observed on the site during the site assessments, delineation and wildlife surveys and discusses the proposed site conditions pursuant to Article II Section 3-13 of the LDC, FWC/FWS listed species habitat/survey guidelines, Riparian Habitat Protection Zone (RHPZ) 40C-41.063(IV) F.A.C RHPZ, Florida Department of Protection (FDEP) Wetlands Delineation Manual 1, Rule 62-340 Florida Administrative Code (FAC) and Rule 62-331 FAC, and guidance provided in the June 2020 Navigable Waters Protection Rule (NWPR) and pre-2015 definition of WOTUS.

SITE LOCATION AND DESCRIPTION

The site is located in the physiographic area known as the Eastern Florida Flatwoods District. The site is an approximately 16.76-acre property located at State Road 40 in Ormond Beach, Volusia County, Florida and is identified by the Volusia County Property Appraiser as parcel identification numbers 412700000023, 412700000019, 412700000011, and 412700000015 and owned by SAINT MARY MACEDONIAN; JOHNSTON RICHARD JR TR and the County of Volusia (**Figure 1**).

The site is classified by Volusia County as vacant residential land (Use Code 0000), non-agricultural land (Use Code 9900), and vacant governmental land (Use Code 8000). At the time of this survey, the site was observed to be occupied by primarily pine plantation with a transmission line observed running north to south along the eastern boundary (**Figure 2**).

The upland canopy vegetation is dominated by slash pine (*Pinus elliottii*) west of Old Tomoka Road out to the ROW of SR 40 and recently timbered natural habitat can be found on the east side of Old Tomoka Road down to the wetlands associated with the Little Tomoka. The natural uplands are comprised of young live oak (*Quercus virginiana*), Loblolly bay (*Gordonia lasianthus*) and laurel oak (*Quercus laurifolia*). However, they are mainly located in the upland buffer, left out of the recent timbering. The upland herbaceous layer is dominated by saw palmetto (*Serenoa repens*), bitter gallberry (*Ilex glabra*), Bracken fern (*Pteridium aquilinum*), stagger bush (*Lyonia ferruginea*), and highbush blueberry (*Vaccinium corymbosum*).

Not including the floodplain of the Little Tomoka River, the wetland canopy vegetation is dominated by pond cypress (*Taxodium ascendens*), Loblolly bay (*Gordonia lasianthus*) and laurel oak (*Quercus laurifolia*) with a sub canopy dominated by laurel oak (*Quercus laurifolia*). The wetland herbaceous vegetation is dominated by Giant Leather Fern (*Acrostichum danaeifolium*), fetterbush (*Lyonia lucida*), royal fern (*Osmunda regalis*), Virginia chain fern (*Woodwardia virginica*), maidencane (*Panicum hemitomon*), and saw grass (*Cladium jamaicense*).

Site photographs taken at the time of this survey are included in **Appendix II**.

Soils

Three (3) general soil types were identified by the Natural Resource Conservation Service's (NRCS) *Soil Survey of Volusia County, Florida*. The following soil units and descriptions were mapped by the soil survey on the site:

- Unit 51 - Pomona-St. Johns complex consists of very poorly drained soils that formed from sandy and loamy marine deposits. These soils are in depressions and drainageways on marine terraces. Slopes range from 0 to 2 percent. Pomona-St. Johns complex is classified as hydric. These soils reportedly cover approximately 33% of the site by area.
- Unit 59 - Scoggin sand consists of very poorly drained soils that formed from sandy and loamy marine deposits. These soils are in depressions on marine terraces. Slopes range from 0 to 1 percent. Scoggins sand is classified as hydric. These soils reportedly cover approximately 6% of the site by area.
- Unit 75 - Wauchula fine sand consists of poorly drained soils that formed from sandy and loamy marine deposits. These soils are in flatwoods and on flats on marine terraces. Slopes range from 0 to 2 percent. Wauchula fine sand is classified as both hydric and non-hydric. These soils reportedly cover approximately 62% of the site by area.

Figure 3 shows the site and soils as mapped by the Soil Survey.

Vegetative Communities and Land Uses

Prior to the field visit, Geographic Information System (GIS) data from St. Johns River Water Management District (SJRWMD) was reviewed to identify documented vegetative communities and land uses on the property (**Figure 4**). These site conditions are documented using the Florida Land Use, Cover and Forms Classification System (FLUCCS, Florida Department of Transportation, 1999). FLUCCS classifications for the land covers and uses (as adapted from SJRWMD coverages) on the property are as follows:

Landuse Description	1900: Open Land (Urban)
LANDUSE DESCRIPTION	4110: Pine Flatwoods
LEVEL1 LANDUSE CODE	4000
LEVEL 1 LANDUSE DESCRIPTION	Upland Forest
LEVEL 2 LANDUSE CODE	4100
LEVEL 2 LANDUSE DESCRIPTION	Upland Coniferous Forests
LANDCOVER CODE	4110
LANDCOVER DESCRIPTION	4110: Pine Flatwoods
WATER MANAGEMENT DISTRICT	SJR

Landuse Description	1900: Open Land (Urban)
LANDUSE DESCRIPTION Hardwoods	6170: Mixed Wetland
LEVEL1 LANDUSE CODE	6000
LEVEL 1 LANDUSE DESCRIPTION	Wetlands
LEVEL 2 LANDUSE CODE	6100
LEVEL 2 LANDUSE DESCRIPTION	Wetland Hardwood Forests
LANDCOVER CODE	6170
LANDCOVER DESCRIPTION	6170: Mixed Wetland Hardwoods
WATER MANAGEMENT DISTRICT	SJR
LANDUSE DESCRIPTION Transmission Lines	8320: Electrical Power
LEVEL1 LANDUSE CODE	8000
LEVEL 1 LANDUSE DESCRIPTION	Transportation, Communication, and Utilities
LEVEL 2 LANDUSE CODE	8300
LEVEL 2 LANDUSE DESCRIPTION	Utilities
LANDCOVER CODE	8320
LANDCOVER DESCRIPTION	8320: Electrical Power Transmission Lines
WATER MANAGEMENT DISTRICT	SJR

WETLANDS DETERMINATION METHODS

Jurisdictional wetland boundaries were designated with flagging tape on October 17th and 18th, 2023 via visual transect in the field utilizing the FDEP Wetlands Delineation Manual 1, Rule 62-340 Florida Administrative Code (FAC) and Rule 62-331 FAC, and guidance provided in the June 2020 Navigable Waters Protection Rule (NWPR) and pre-2015 definition of WOTUS to perform the delineation of the wetlands and surface waters onsite. Wetland parameters hydrophytic vegetation, hydrology, and hydric soil indicators were assessed, and the presence or absence of wetland indicators were documented and photographed on site. The state methodology generally requires two of the three parameters to be present to be considered a jurisdictional wetland. When two of three parameters were met, a flag was placed with a specifically identified, alphanumeric number in sequential order.

Results and Discussion

ECS delineated flatwoods wetland, approximately 0.54-acre in size and is referenced as "Wetland B". Wetland B is located within an existing planted pine stand, close to the Right-of-Way (ROW) of SR 40. Adjacent to and transecting through Wetland B is an Other Surface Water (OSW), referred to as OSW 2 (0.12-ac). The OSW is a drainage ditch, likely created during the construction of SR 40 and appears to have historically conveyed stormwater off the ROW. Currently, OSW 2 is functioning as a stormwater conveyance, and has negatively affected Wetland B, by removing groundwater recharge, eliminating any noticeable hydro-period. Subsequently, very little herbaceous vegetation was identified. Therefore, Wetland B was assessed to have a low functional value. The impact to Wetland B is estimated to be 0.15-acre. Wetland C is found along the Transmission Line R.O.W. and was historically impacted from ditching by past silvicultural activities. Therefore, Wetland C has low functional value, and the impact to Wetland C is estimated to be 0.18-acres. Approximately 260 feet of OSW 2 was constructed in the uplands. However, approximately 150 feet of OSW 2 should be considered "wetland-cut", as it transects the northeast portion of Wetland B, terminating at a culvert that conveys water under the Old Tomoka Road and into Wetland A. The proposed impact to the onsite OSW's is estimated to be 0.15-acre. Wetland A includes the Little Tomoka River. Although approximately 185 feet of Wetland A was excavated to convey the stormwater off the ROW. The areas of Wetland A not associated with the ditch has a high functional value and is mainly composed of the Little Tomoka and its floodplains. Please refer to the site plan located in the appendix.

The majority of the northern portion of the site is mapped by the NWI as "Freshwater Forested/Shrub Wetlands" (**Figure 5**). A "Riverine" wetland feature is mapped in the northern portion of the site and is formally called the Little Tomoka River. Per the Florida Statutes, The Little Tomoka is afforded greater protection than most rivers in Florida. The State of Florida has developed specific rules to help protect the upland areas adjacent to the Riverine wetland found along the Little Tomoka River, known as the Riparian Habitat Protection Zone (RHPZ).

Little Tomoka Riparian Habitat Zone

Per Florida Statutes, the Little Tomoka River is afforded greater protection than most rivers in Florida. The State of Florida has developed specific rules when impacting the upland areas adjacent to the Riverine wetland found along the Little Tomoka River, known as the Riparian Habitat Protection Zone (RHPZ). The location of the limits of the RHPZ was determined by Lance Hart formerly with the SJRWMD, as defined the F.A.C. 40C-41. The applicant proposes to impact approximately, 3.69 acres of the uplands digitally delineated as RHPZ on this parcel. Please refer to plans by Zev Cohen & Associates, Inc. (ZCA).

Florida Administrative Code (40C-41.063(IV) F.A.C.) Conditions for Issuance of Permits in the RHPZ

The Little Tomoka River north of SR 40 and south of the western section line of Section 22, Range 31 East, Township 14 South, Flagler County;

b. The uplands which are within 550-feet landward of the stream's edge of the following portions of the streams. The stream's edge is defined, for the purpose of this subsection, as the waterward extent of the wetlands abutting the stream:

(d) Riparian Wildlife Habitat Standard.

1. *The applicant must provide reasonable assurance that the construction, alteration, operation, maintenance, removal or abandonment of a system within the following designated Riparian Habitat Protection Zone will not adversely affect the abundance, diversity, food sources or habitat (including its use to satisfy nesting, breeding and resting needs) of aquatic or wetland dependent species:*

2. *Any of the following activities within the Riparian Habitat Protection Zone are presumed to adversely affect the abundance, food sources, or habitat of aquatic or wetland dependent species provided by the zone: construction of buildings, golf courses, impoundments, roads, canals, ditches, swales, and any land clearing which results in the creation of any system. (activities not listed above do not receive a presumption of no adverse effect.)*

3. *The presumption in subparagraph 2. shall not apply to any activity which promotes a more endemic state, where the land in the zone has been changed by man. An example of such an activity would be construction undertaken to return lands managed for agriculture or silviculture to a vegetative community that is more compatible with the endemic land cover.*

4. *Applicants seeking to develop within the Riparian Habitat Protection Zone shall be given the opportunity to demonstrate that the particular development for which permitting is being sought will not have an adverse effect on the functions provided by the zone to aquatic or wetland dependent species. The functions provided by the zone are dependent on many factors. When assessing the value of the zone to aquatic and wetland dependent species, factors which the District will consider include: vegetative land cover, hydrologic regime, topography, soils, and land uses, existing within and adjacent to the zone; and range, habitat, and food source needs of aquatic and wetland dependent species, as well as sightings, tracks, or other such empirical evidence of use.*

5. *The standard of subparagraph 40C-41.063(5)(c)1., F.A.C., may be met by demonstrating that the overall merits of the proposed plan of development, including the preservation, creation or enhancement of viable wildlife habitat, provide a degree of resource protection to these types of fish and wildlife which offsets adverse effects that the system may have on the abundance, diversity, food sources, or habitat of aquatic or wetland dependent species provided by the zone. Mitigation plans will be considered on a case-by-case basis upon detailed site specific analyses. The goal of this analysis shall be the determination of the value of the proposed mitigation plan to aquatic and wetland dependent species with particular attention to threatened or endangered species. Mitigation plans should include: the information set forth in subsection 10.3.3, "Environmental Resource Permit Applicant's Handbook, Volume I (General and Environmental)", implemented pursuant to paragraph 373.4131(2)(a), F.S. (2012), for the uplands and wetlands within the zone and within other areas to be preserved, created or enhanced as mitigation for impacts within the zone; as well as other pertinent information, including land use, and the proximity of the site to publicly owned land dedicated to conservation. Implementation of this paragraph contemplates that the proximity of development to the river and tributaries named herein and activities permitted in the zone may vary from place to place in support of a functional resource protection plan. Furthermore, some reasonable use of the land within the protection zone can be allowed under paragraph 40C-41.063(5)(c), F.A.C.*

6. *Roads or other traversing works which cross the zone have the potential to fragment the zone and adversely affect the habitat value of the zone to aquatic and wetland dependent species. To minimize adverse effects to the zone, applicants for permits to construct traversing works in the zone must first*

demonstrate the need for the traversing works to provide for regional transportation, regional utility services, or reasonable property access, in addition to meeting the requirement of subparagraph 40C-41.063(5)(c)1., F.A.C., above. Traversing works must also be designed to meet all requirements of the district rules related to water quality and quantity. Permittees responsible for traversing works shall be required to be responsible for maintaining the traversing works clean and free from trash and debris to the greatest extent practical.

PRELIMINARY THREATENED AND ENDANGERED SPECIES METHODS

A protected wildlife species survey and habitat assessments have been performed periodically over the past five years. However, more recently they were conducted on October 11th, 12th and 13th, 2023, and again on April 3rd, 2024. Protected wildlife species are defined as those listed as Threatened, Endangered, or Species of Special Concern by the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FWC). Random locations throughout the site were sampled for potential threatened and endangered species of Volusia County, Florida.

Results of Survey

Federal and state listed threatened and endangered species for Volusia County were reviewed from the USFWS North Florida Ecological Services Office website and the Florida Natural Areas Inventory (FNAI) website prior to the site visit (**Appendix III**). Biota was broken down into six categories:

Amphibians

Based on field surveys, no threatened or endangered species or their habitats were encountered during the time of this survey.

Birds

ECS reviewed the FWC's Historical Bald Eagle Nesting Areas online database. The nearest documented bald eagle (*Haliaeetus leucodephalus*) nest is located approximately 0.52 miles northeast of the site. This nest is located outside of the FWC recommended buffer distance of 660 feet.

The site appears to be located within the historical range of the Florida scrub jay (*Aphelocoma coerulescens*) (depicted in gray in **Figure 7**). No individuals were directly observed, and no suitable potential habitat was noted by the FWC Terrestrial Resources GIS database on, or in the immediate vicinity of, the site.

ECS reviewed the USFWS' map of Wood Stork (*Mycteria americana*) Nesting Colonies and Core Foraging Areas Active Within 2010-2019. The site appears to be located within a Core Foraging Area (**Figure 8**). However, no individuals or suitable potential habitat were observed on the site at the time of this survey.

No potential habitat for the red-cockaded woodpecker (*Picoides borealis*) was noted by the FWC Terrestrial Resources GIS database on, or in the immediate vicinity of, the site. No individuals were directly observed on the site at the time of this survey. Additionally, the site does not appear to be located within a designated FWC management unit (FWC Red-Cockaded Woodpecker Management Plan, August 2003).

No other threatened or endangered species or their habitats were encountered at the time of this survey.

Fish

No threatened or endangered species were encountered during the time of this survey. No wetlands capable of sustaining a fish community were observed on the interior portion of the subject property.

Mammals

No threatened or endangered species or their habitats were encountered during the time of this survey.

Reptiles

A 100% gopher tortoise (*Gopherus polyphemus*) survey was performed in areas deemed as potential habitat. No gopher tortoises or suspected gopher tortoise burrows were directly observed in the areas proposed for development. However, five (5) active burrows were identified in the proposed riparian habitat preservation area.

The Eastern indigo snake (*Drymarchon corais couperi*) is considered to have a commensal relationship with gopher tortoises, utilizing gopher tortoise burrows as nesting spots. Due to the active gopher tortoise habitat located near the proposed development area, potential Eastern indigo snake habitat is also considered to be present in the preservation area.

No other threatened or endangered species or their habitats were encountered during the time of this survey.

Vascular Plants

Based on field surveys, threatened or endangered vascular species or their habitats identified in the listed species lists located in the appendix were not encountered during the time of this survey.

CONCLUSIONS

Wetland Impacts

From an environmental perspective, the site will require planning to deal with the jurisdictional wetlands. Impacts to any of the on-site wetlands will likely necessitate obtaining Environmental Resource Permits (ERP) from the SJRWMD (State) and the U.S. Army Corps of Engineers (USACE). ECS observed three (3) distinct wetland areas (Wetland A, B, and C) on site. Wetland A is a Riverine wetland associated with the Little Tomoka River, and is approximately 18.19 acres in size. Wetland B is forested wetland, comprised of wet pine plantations and is approximately 0.55-acre. Wetland C is approximately 0.30-acre. In addition, an FDOT drainage easement is located within the proposed development area and will likely be required to be left as a conveyance of surface water via a culvert under the site.

Based on our understanding of the current development plans, a small portion of Wetland B and C, which are comprised of wet pine plantation wetlands, are proposed for impact, equating to approximately 0.33-acre. Mitigation will likely be required for impact to the Wetland B and C. Both SJRWMD and USACE, during their permit review, will require that the proposed development be designed in such a way as to avoid and minimize impacts to wetlands as much as practicable. Wetland impacts on this site that are likely to be permitted include impacts to the wet pine plantation, provided that adequate mitigation is offered.

Mitigation will be performed onsite and/or at an approved mitigation bank within Basin 17.

Riparian Habitat Protection Zone (RHPZ)

Based on discussions with SJRWMD, the proposed project will require approximately 3.69 acres of RHPZ upland impacts to be a viable project. ECS reviewed 40C-41.063(IV) F.A.C. to understand applicant requirements for impacting the RHPZ, as well as past permits issued with RHPZ impacts along the Little Tomoka River. One recent permit was identified. The permit was issued to the Florida Department of Transportation (FDOT) for the construction of a stormwater pond in the RHPZ and is being used as an example for determining the offsets for the proposed impacts to the RHPZ.

Excerpt from FDOT Tymber Creek Road stormwater pond permit ERP 88832-2; about 5.41 acres of Tomoka RHPZ (wetland acreage = 1.38, upland = 4.03) will be converted to construct the project. To offset the loss of wetlands and RHPZ uplands, the applicant will donate a 13.46-acre upland property to the state to expand Bulow Creek State Park. The preserve is a pristine out-parcel located entirely within the limits of the park.

After reviewing the Florida Administrative Code, SJRWMD and precedent setting ERP permit documentation, and Zev Cohen & Associates, Inc. (ZCA) site plan, impacts to the uplands associated with the Little Tomoka River RHPZ will be mitigated based on a ratio system. The ratio of one (1) acre of upland RHPZ impact will require approximately three (3) to three and one-half (3.5) acres of uplands to be preserved in perpetuity. However, before mitigation is approved, the applicant must demonstrate that the proposed development will not have an adverse effect on the functions provided by the RHPZ to aquatic or wetland dependent species. The functions provided by the RHPZ are dependent on many factors. When assessing the value of the zone to aquatic and wetland dependent species, factors which the SJRWMD will consider include: vegetative land cover, hydrologic regime, topography, soils, and land uses, existing within and adjacent to the RHPZ. As well as to and from access, quality and quantity of habitat, and food source needs of aquatic and wetland dependent species, as well as sightings, tracks, or other such empirical evidence of use. Please refer to the site plan located in the appendix.

ECS has reviewed the proposed RHPZ impact areas and the uplands show evidence of being altered for years (i.e. dumping of trash, ditching and industrial silvicultural). Therefore,, it is likely that the SJRWMD will view the RHPZ upland impacts areas are of moderate quality and should be considered "Reasonable Use". However, for the SJRWMD to determine the proposed impacts to the RHPZ as a "Reasonable Use", the applicant must show elimination and reduction, meaning the applicant must prove to SJRWMD that all attempts to lessen impacts and reduce the plan site have been performed.

The engineer has produced several site plan iterations that reflect elimination and reduction of the RHPZ. Once the SJRWMD accepts the RHPZ elimination and reduction analysis, the applicant must provide appropriate RHPZ mitigation. Mitigation will be accomplished by preserving the uplands in perpetuity located in the northern portion of the parcel, west of Old Tomoka Road, where the RHPZ encompasses a majority of the area. Approximately 9.8 to 11.48 acres of uplands located within the designated RHPZ will need placed under a conservation easement to offset 3.48 acres of proposed impact. The applicant proposes to place the western portion of this parcel and north of the old Tomoka Road. In addition, the Old Tomoka Road will be removed and restored to enhance the proposed RHPZ preservation area. Further, coordination and approval will be required by the SJRWMD.

This mitigation approach was discussed with District Staff member - Marc Von Canal -SJRWMD Permitting Coordinator. A District concurrence letter located in the appendix, allows the Little Tomoka Parcel to use Hunters Ridge Mitigation Areas for mitigating impacts to the RHPZ, if additional area is needed.

Species

No listed species and only marginal habitat was identified to occur onsite with the proposed development area and adjacent to the site. Therefore, listed species permitting will likely not be necessary.

Gopher Tortoise

Only potential gopher tortoise (*Gopherus polyphemus*) and Eastern indigo snake (*Drymarchon corais couperi*) habitat was observed on the site. Only active burrows were identified in the RHPZ preservation, which be placed under preservation to offset impact to the RHPZ, therefore protecting the higher quality gopher tortoise habitat. In addition, the applicant proposes a management plan to enhance GT and Indigo Snake habitat as well as the overall wildlife quality of the proposed RHPZ upland preservation area. A management and road restoration plan is still being developed with preliminary guidance from the SJRWMD and FWC.

No other threatened or endangered species or their habitats were encountered during the time of this survey.

Wood Stork Nesting Colonies and Core Foraging Areas

No potential habitat was observed on-site during the course of the field visit. The location generally falls within a Core Foraging Area (CFA). The USFWS typically issues project specific guidance during federal and state permitting. ECS will coordinate with FWS during the time of permit review should USFWS require additional information.

Indigo Snake General Permitting Guidance

The FWC may request additional measures be taken by an applicant during regulatory permit review of this property as a result of the presence of suitable potential indigo snake habitat observed on the site at the time of this due diligence investigation. An eastern indigo snake protection/education plan (Plan) has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by

applicants and their construction personnel. At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented. As long as the signatory of the e-mail certifies compliance with the USFWS Plan, no further written confirmation or "approval" from the USFWS is needed, and the applicant may move forward with the project. ECS will provide documentation support on the applicant's behalf.

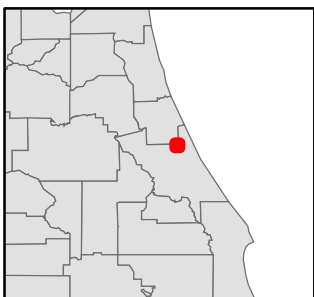
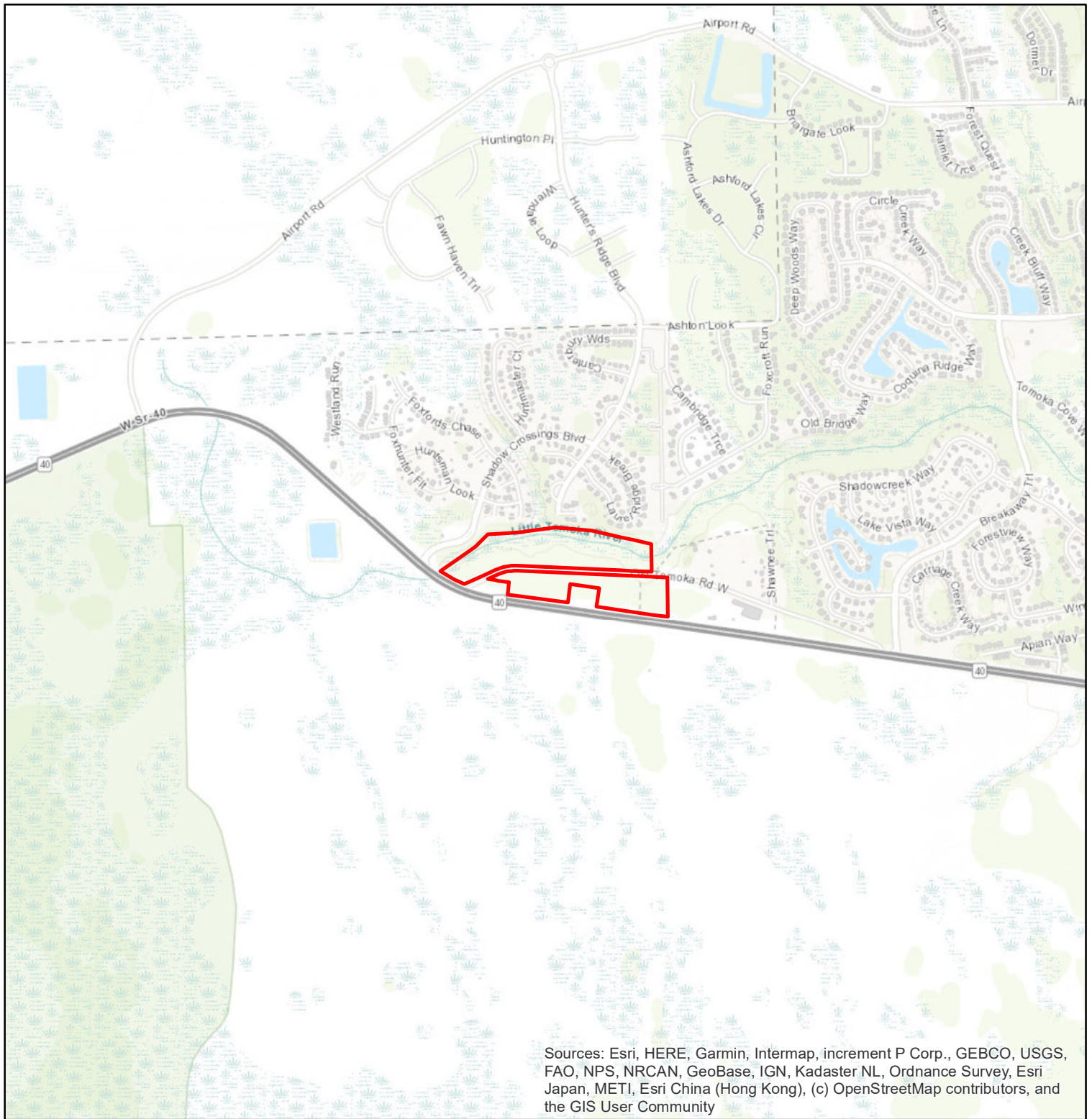
Additional assessment of the site may be required by the appropriate regulatory agencies.

LIMITATIONS OF THIS REPORT

It is important to note that the conclusions of this report are necessarily based on the conditions observed on the day of the field investigation, as well as our scientific judgment of the site's potential to support wetlands or protected species (based on each species optimal habitat requirements). Due to this "snapshot" view of the site, the results presented in this report may not accurately reflect changing site conditions and/or potential wetland or wildlife species temporal and spatial locations.

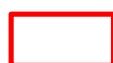
This report is provided for the exclusive use of the listed client. This report is not intended to be used or relied upon in conjunction with other projects or by other unidentified third parties. The use of this report by any undesignated party will be at such party's sole risk and ECS disclaims liability for any such third party use or reliance.

Appendix I: Figures



**Volusia County,
Florida**

**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

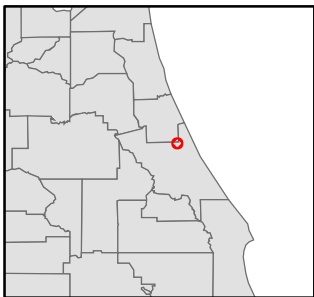
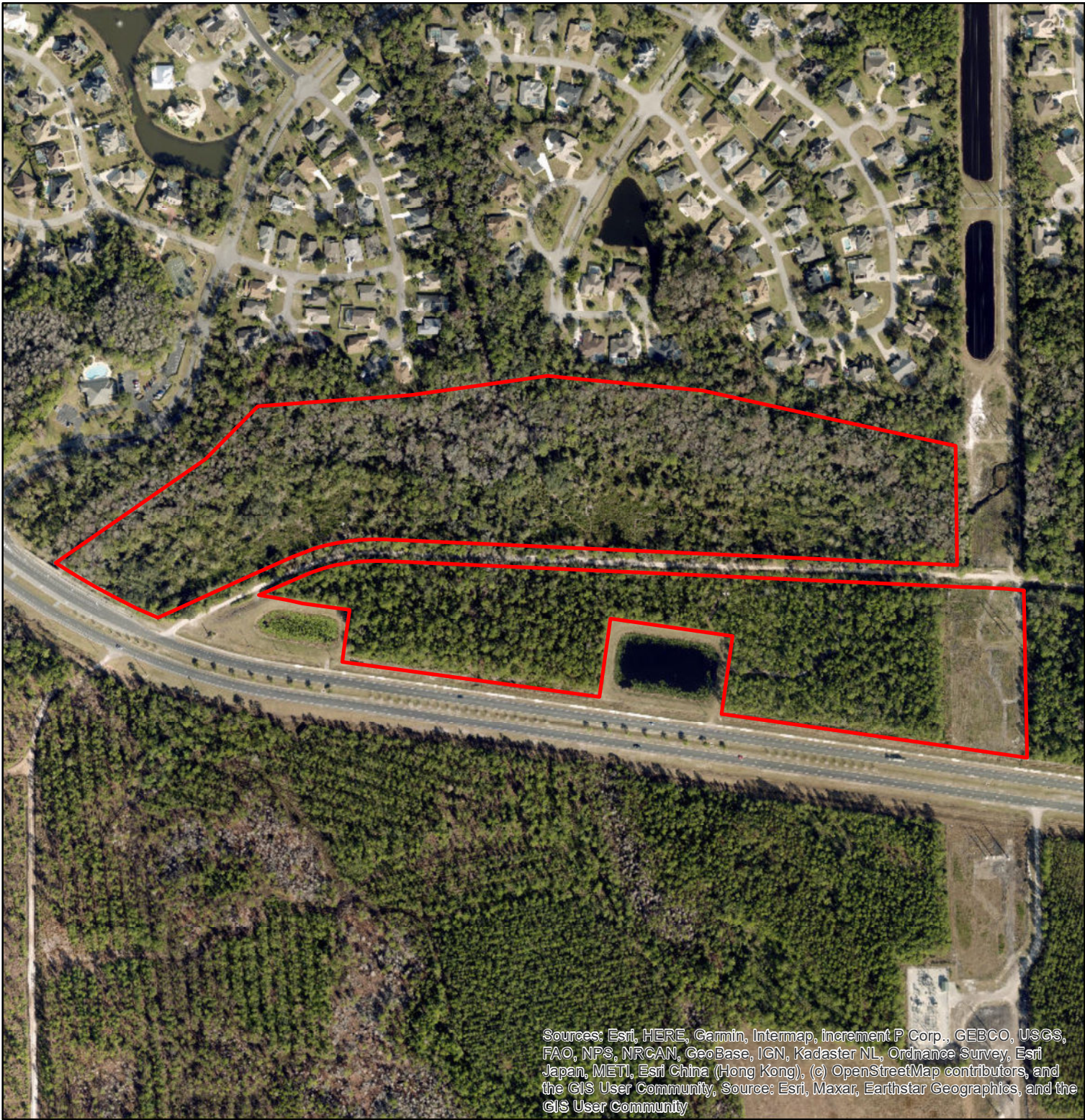


Approximate Project Boundary

Figure 1:USGS Topographic Map

0 550,100 2,200 3,300 4,400
Feet





**Volusia County,
Florida**

**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**



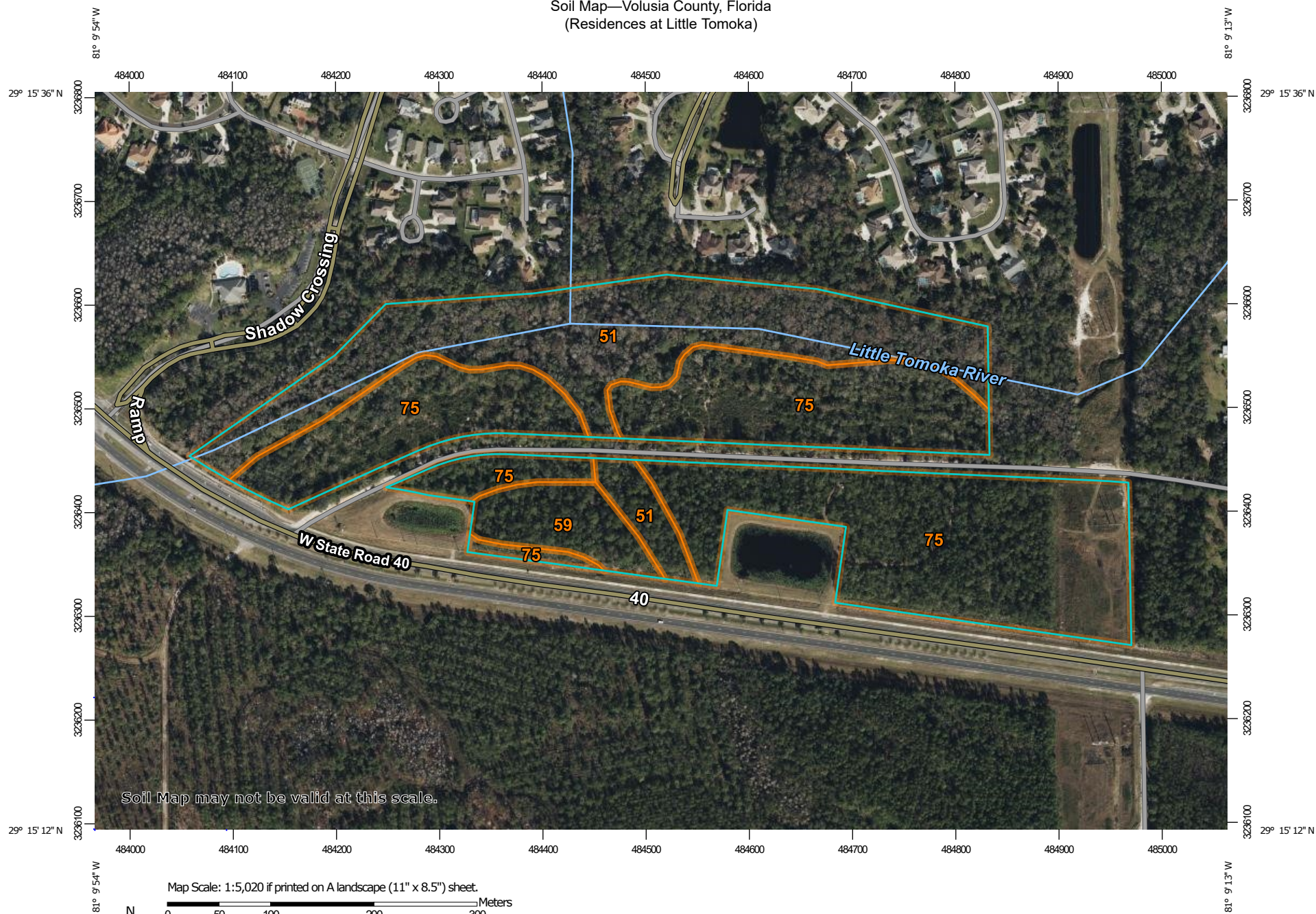
Approximate Project Boundary

Figure 2: Aerial Map

0 130 260 520 780 1,040
Feet



Soil Map—Volusia County, Florida (Residences at Little Tomoka)



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

10/31/2023
Page 1 of 3
Page 1461 of 1683

Soil Map—Volusia County, Florida
(Residences at Little Tomoka)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Volusia County, Florida

Survey Area Data: Version 22, Sep 6, 2023

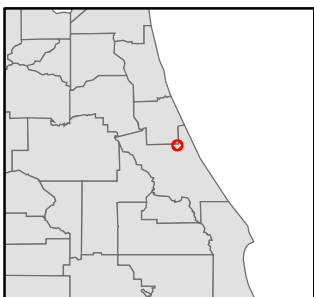
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Feb 10, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
51	Pomona-St. Johns complex	14.3	32.6%
59	Scoggin sand	2.5	5.8%
75	Wauchula fine sand	27.0	61.6%
Totals for Area of Interest		43.9	100.0%



**Volusia County,
Florida**

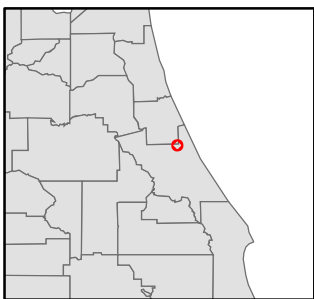
**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

- Approximate Project Boundary
- 1200: Medium Density, 2>5 dwelling units/acre
- 4110: Pine Flatwoods
- 6170: Mixed Wetland Hardwoods
- 8320: Electrical Power Transmission Lines
- 8370: Surface Water Collection Features

Figure 4: FLUCS Map

0 130260 520 780 1,040
Feet





**Volusia County,
Florida**

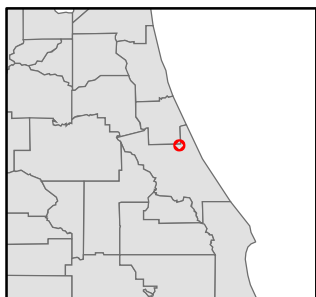
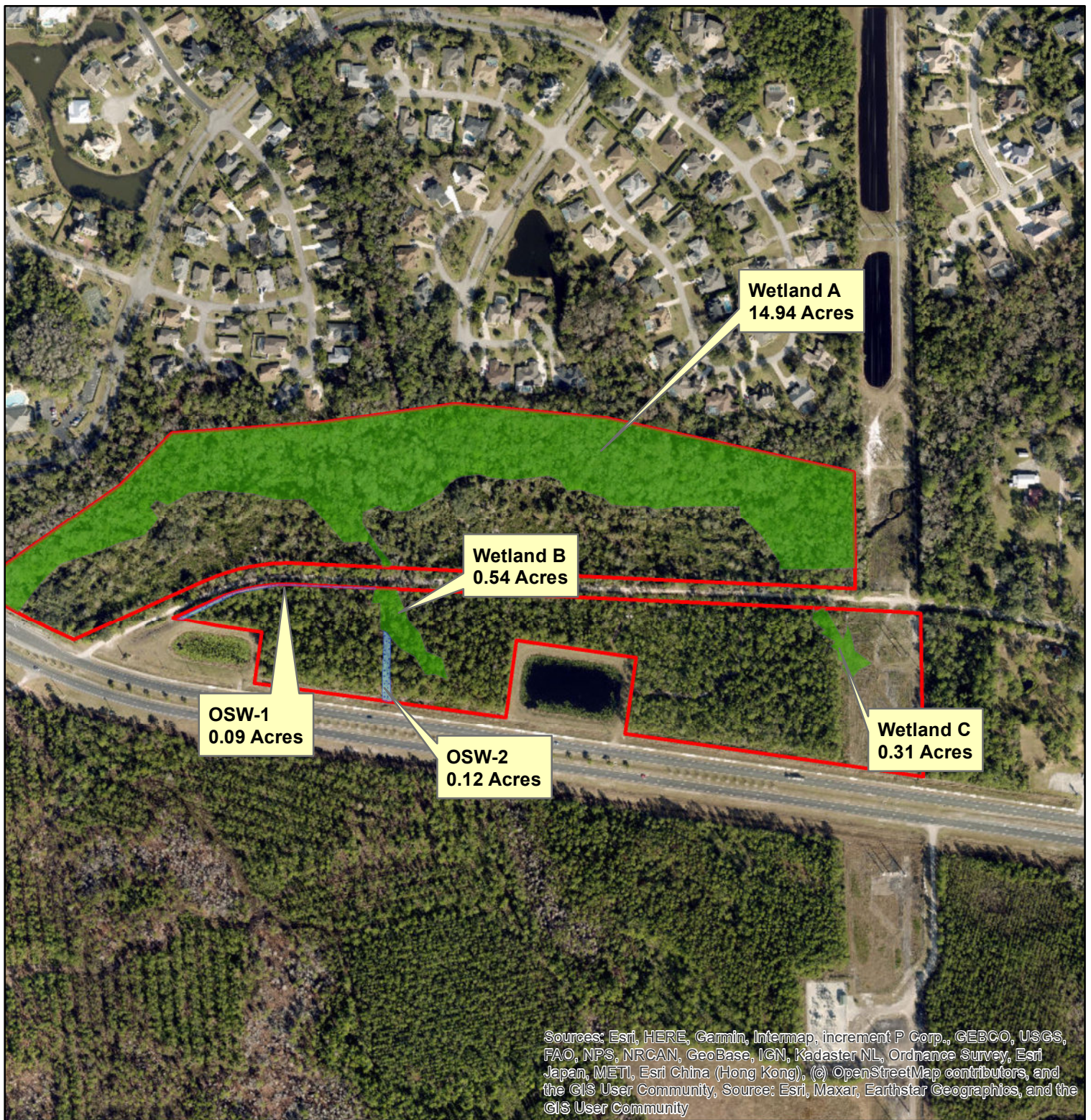
**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

- Approximate Project Boundary
- FRESHWATER EMERGENT WETLAND
- FRESHWATER FORESTED/SHRUB WETLAND
- FRESHWATER POND
- RIVERINE

Figure 5: NWI Map

0 130 260 520 780 1,040
Feet





**Volusia County,
Florida**

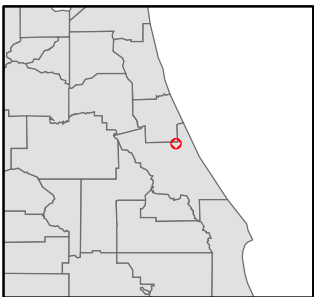
**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

-  ECS Delineated Preliminary OSW
-  ECS Delineated Preliminary Wetland
-  Approximate Project Boundary

Figure 6: Wetland Features Map

0 135270 540 810 1,080
Feet





**Volusia County,
Florida**

**Leeds Residential at Little Tomoka
Ormond Beach, Volusia County, Florida 32174
55: 6074**

- Approximate Project Boundary
-  Potentially Occupied Gopher Tortoise Burrow

Figure 7: Gopher Tortoise Map

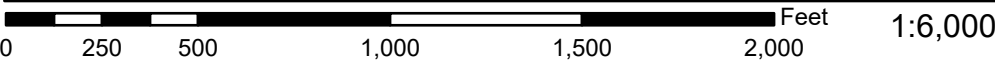
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Feet



National Flood Hazard Layer FIRMette



81°9'56"W 29°15'40"N



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

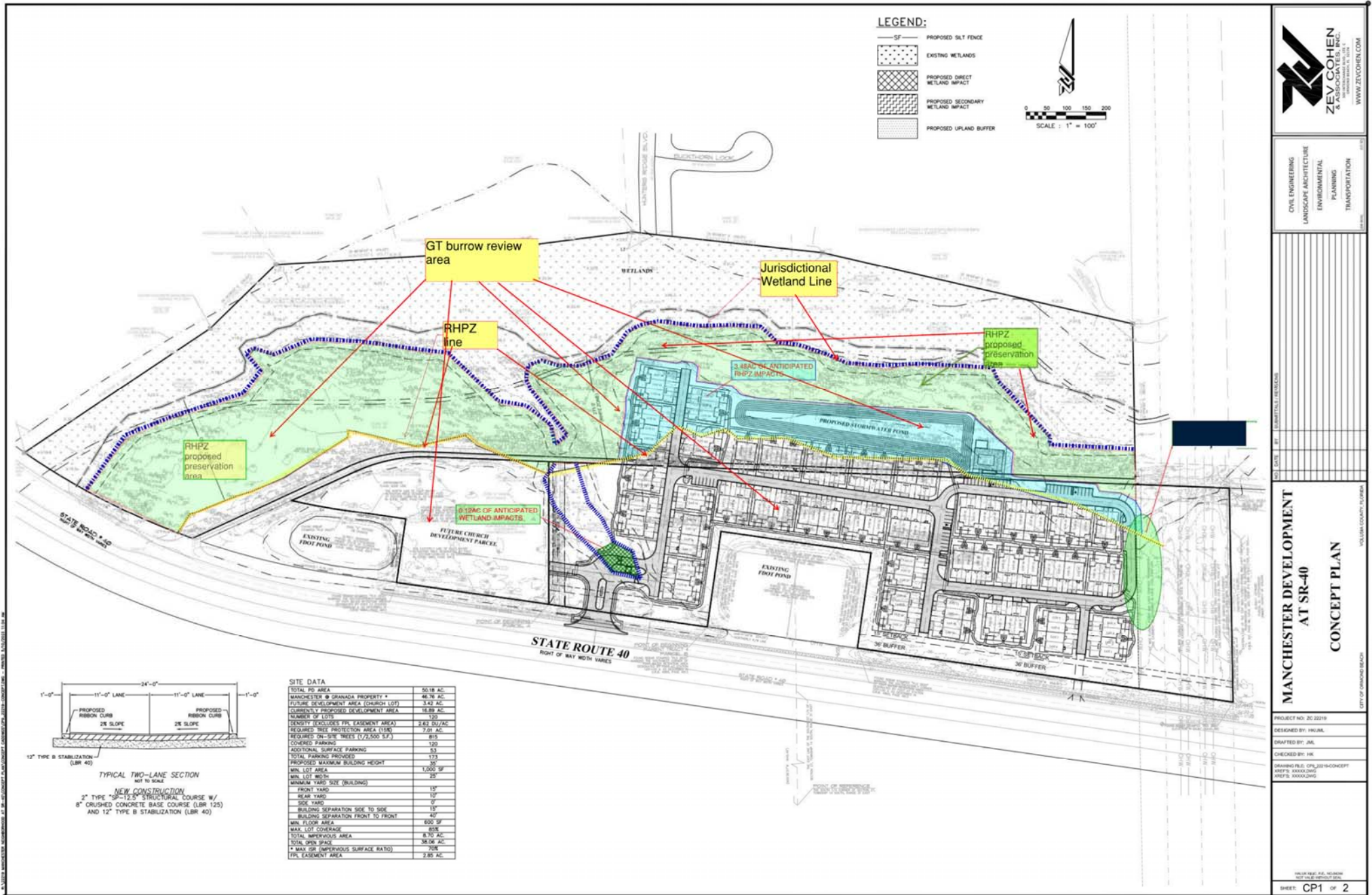
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/3/2024 at 9:53 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix II: Site Plan

Appendix III: Site Photos



CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

**ZEV COHEN
& ASSOCIATES, INC.**
305 PARKWAY EAST, SUITE 100
GREENSBORO, NC 27409
WWW.ZEVCOHEN.COM

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

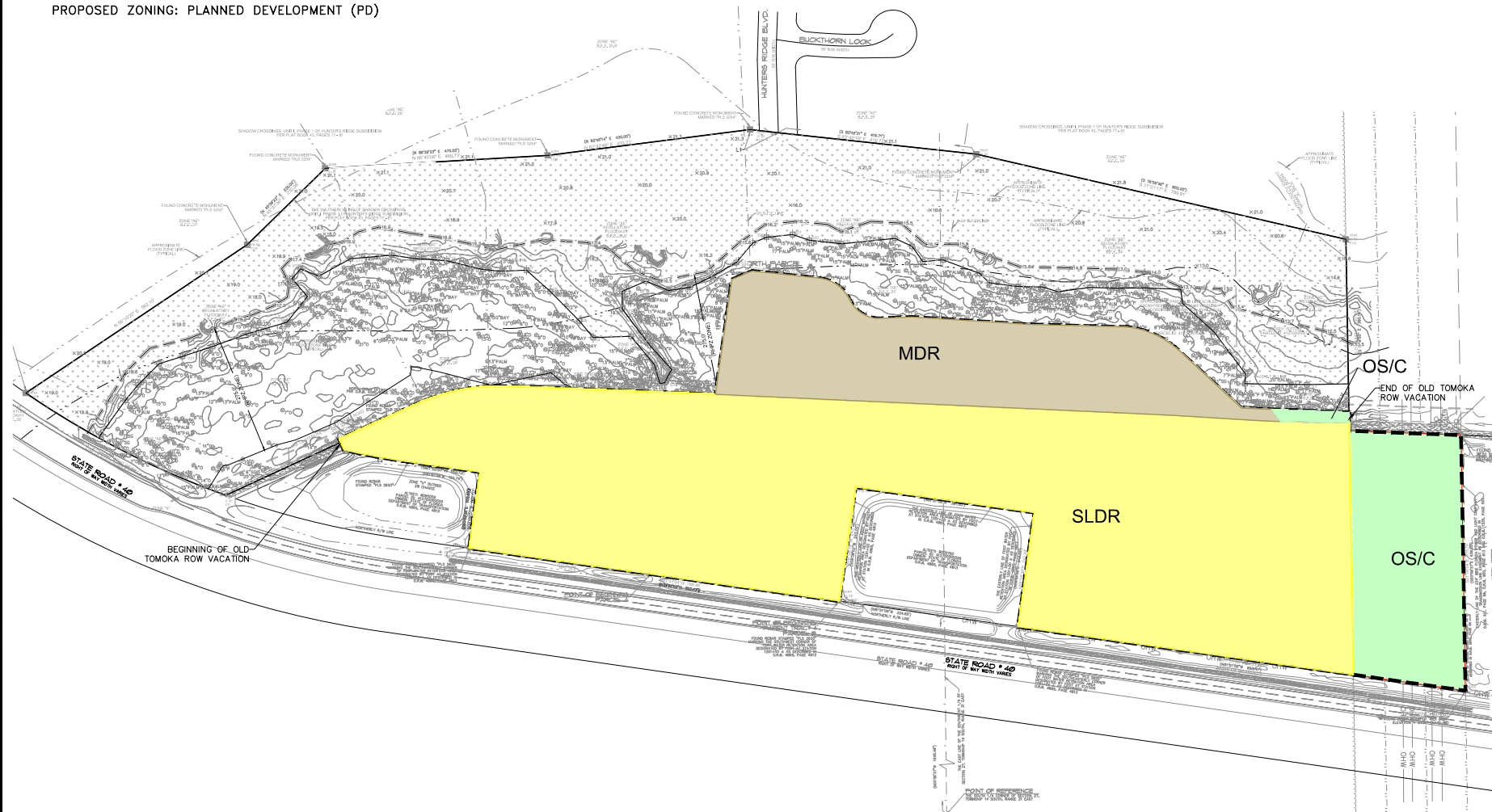
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**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
COVER SHEET**

SHEET: PD1 OF

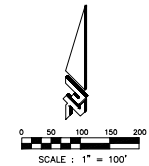
FUTURE LAND USE AREAS		
LIMITS OF PLANNED DEVELOPMENT (PD)	24.80 AC	100.00%
SUBURBAN LOW DENSITY RESIDENTIAL (SLDR)	17.19 AC	69.32%
	4.67 AC	18.83%
	2.94 AC	11.85%
TOTAL	24.80 AC	100%

EXISTING ZONING: SINGLE FAMILY RESIDENTIAL (SR)
PROPOSED ZONING: PLANNED DEVELOPMENT (PD)



LEGEND:

EXISTING WETLANDS



**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., 111, C
DIAMOND BEACH, FL 32724
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

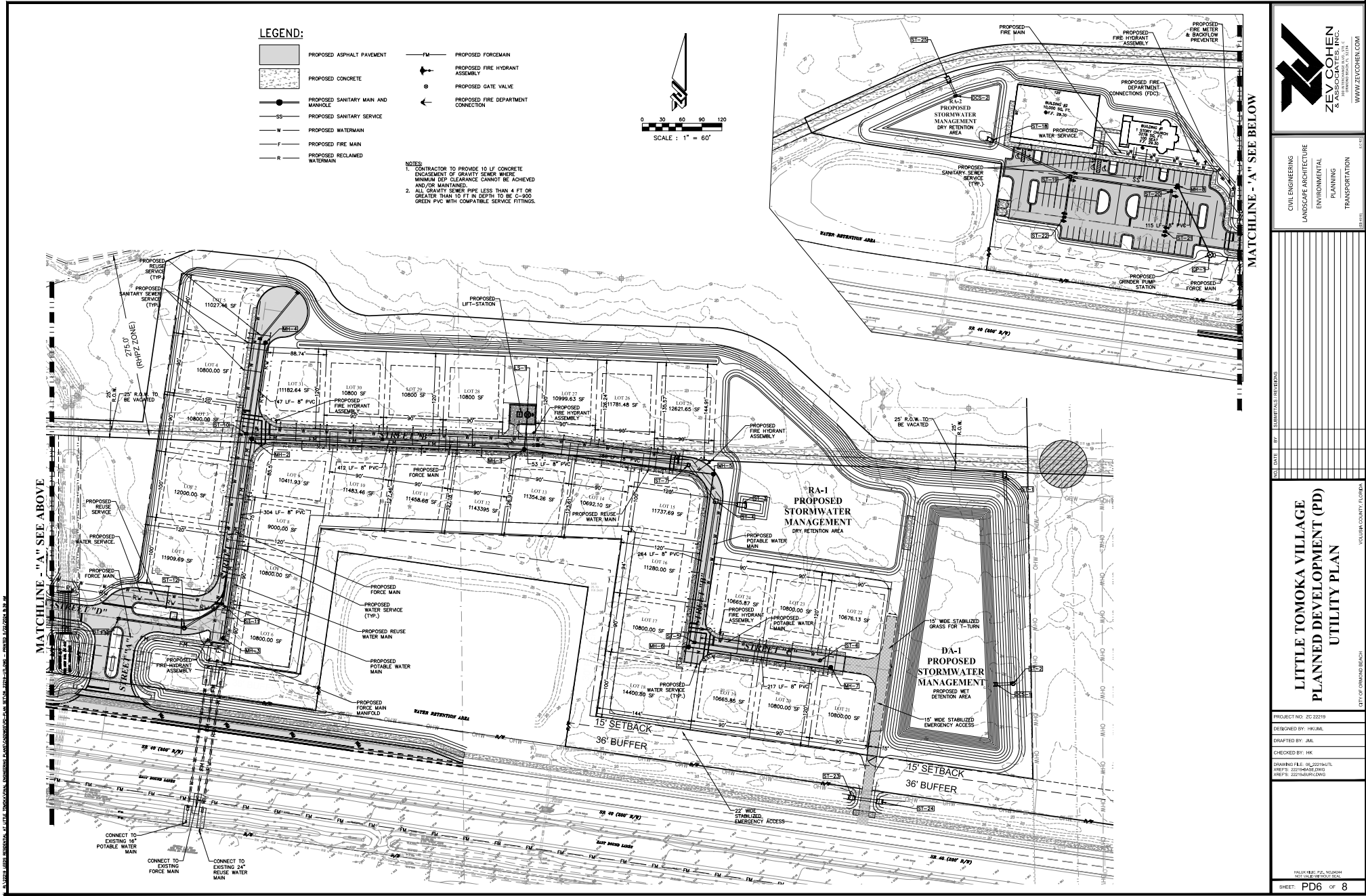
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**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
EXISTING CONDITIONS PLAN**

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DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 02_22219-ECF
REF'S: 22219-BASE.DWG
REF'S: 22219-SURV.DWG

HALUK KILIC (PZ), NO26264
NOT SALES WITHOUT SEAL

SHEET: PD2 OF 8



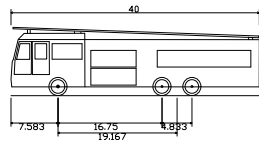
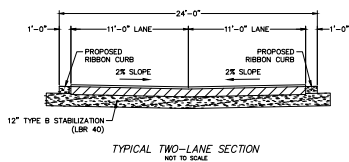
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
UTILITY PLAN**

PROJECT NO: 22-32218
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: PL2211467.DWG
DATE: 12/14/2022
REV: 12/14/2022

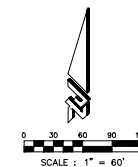
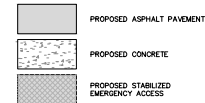
PLANNED DEVELOPMENT (PD)
15' WIDE STABILIZED GRASS FOR T-TURN
15' WIDE STABILIZED EMERGENCY ACCESS

SHEET PD6 OF 8

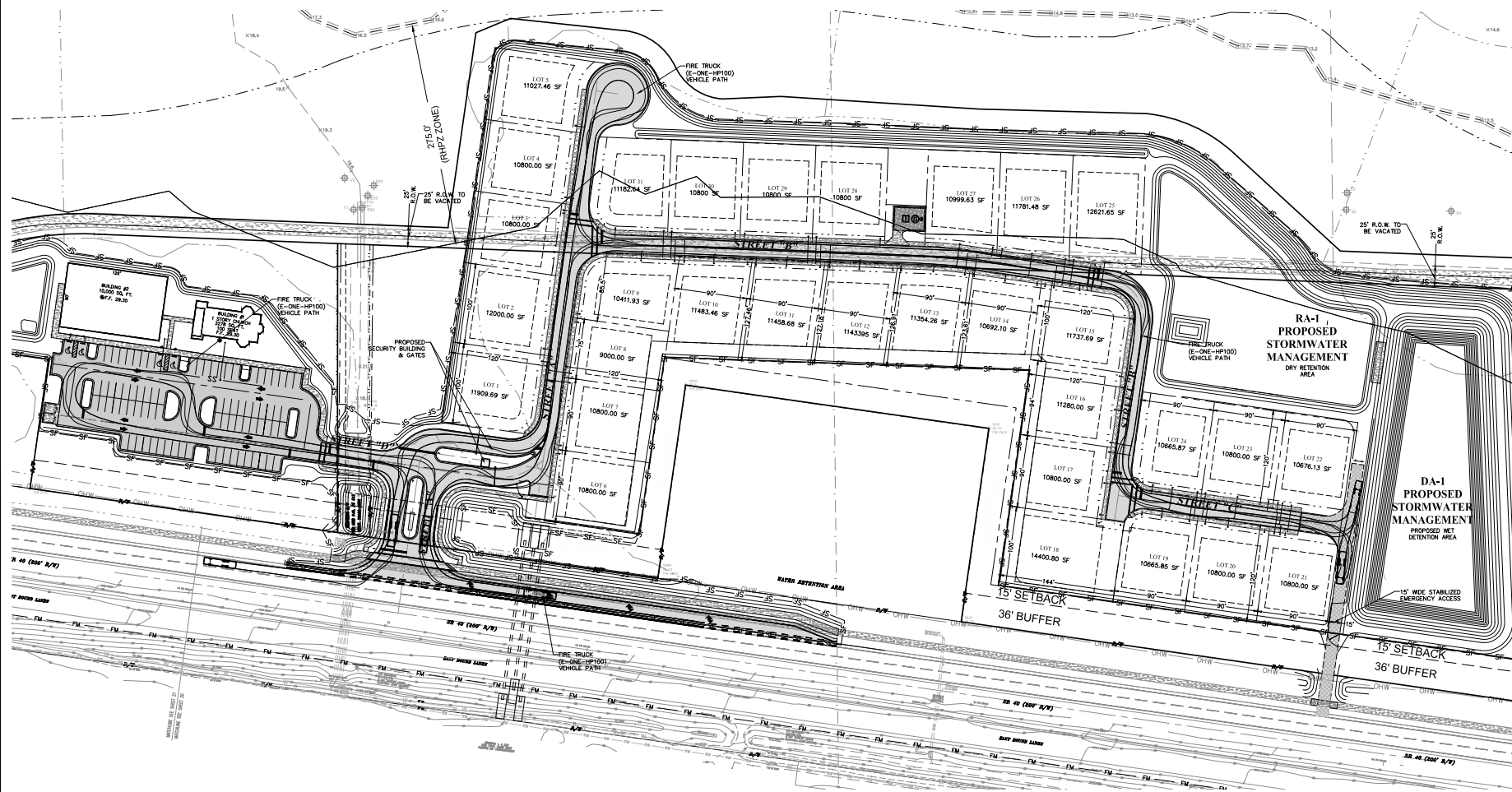


E-ONE HP100 Aerial
Overall Length 40.000ft
Overall Width 8.333ft
Overall Body Height 11.000ft
Min Body Ground Clearance 1.393ft
Track Width 8.333ft
Lock-to-lock time 6.00s
Max Wheel Angle 45.00°

LEGEND:



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



LITTLE TOMOKA VILLAGE PLANNED DEVELOPMENT (PD) VEHICLE TURN PLAN

PROJECT NO: 20130219
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: V1_20130219
DATE: 12/14/2013
REV: 12/14/2013



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2 - IMG 1698758200179



3 - IMG 1698758203412



4 - IMG 1698758210338



5 - IMG 1698758193480



6 - IMG 1698758207638



7 - IMG 1698758184306



8 - IMG 1698758212631



9 - IMG 1698758190817



10 - IMG 1698758197730



11 - IMG 1698758215145



12 - IMG 1698758195739



13 - IMG 1698758218386



14 - IMG 1698758188680



15 - IMG 1698758220479



16 - IMG 1698758222986



17 - IMG 1698758224908



18 - IMG 1698758228778



19 - IMG 1698758233763



20 - IMG 1698758230769



21 - IMG 1698758238673



22 - IMG 1698758236255

Appendix IV: A List of Threatened and Endangered Species



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

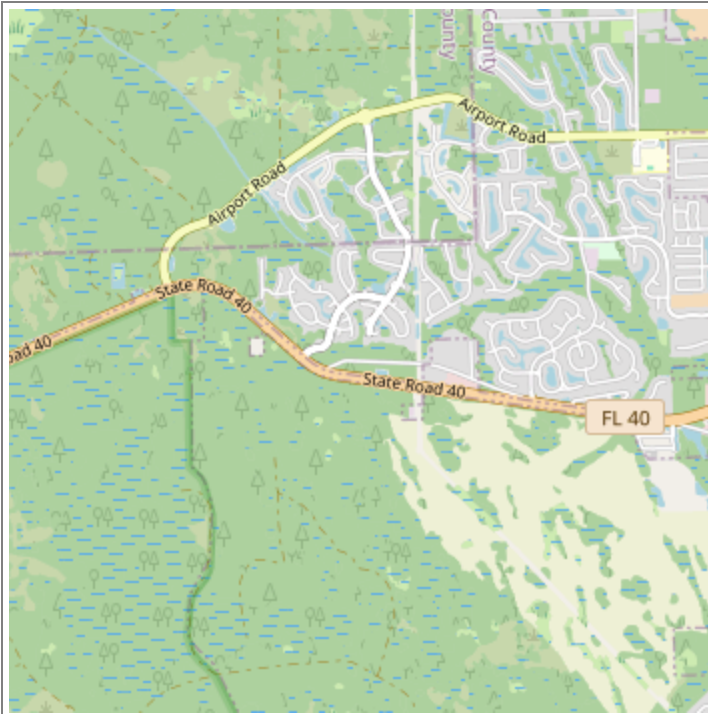
UNOFFICIAL REPORT

Created 5/3/2024

(Contact the FNAI Data Services Coordinator at 850.224.8207 or
kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 2 Matrix Units: 51168 , 51496



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 51168

0 Documented Elements Found

1 Documented-Historic Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Conradina grandiflora large-flowered rosemary	G3	S3	N	T

3 Likely Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT

[Ursus americanus floridanus](#)
Florida Black Bear

G5T4

S4

N

N

Matrix Unit ID: 51496**2 Documented** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Dromogomphus armatus</i> Southeastern Spinyleg	G4	S3	N	N
<i>Stenacron floridense</i> A Mayfly	G3G4	S3S4	N	N

0 Documented-Historic Elements Found**3 Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit IDs: 51168 , 51496**22 Potential** Elements Common to Any of the 2 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Antigone canadensis pratensis</i> Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens Florida Scrub-Jay	G2?	S1S2	T	FT
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
<i>Carex chapmannii</i> Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Coelorachis tuberculosa Piedmont jointgrass	G3	S3	N	T
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Deeringothamnus rugelii Rugel's pawpaw	G1	S1	E	E
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Illicium parviflorum star anise	G2	S2	N	E
<i>Lithobates capito</i> Gopher Frog	G2G3	S3	N	N
Litsea aestivalis pondspice	G3?	S2	N	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Nemastylis floridana celestial lily	G2	S2	N	E

<i>Neofiber alleni</i> Round-tailed Muskrat	G2	S2	N	N
<i>Nolina atopocarpa</i> Florida beargrass	G3	S3	N	T
<i>Phyllophaga elongata</i> Elongate June Beetle	G3	S3	N	N
<i>Pteroglossaspis ecristata</i> giant orchid	G2G3	S2	N	T
<i>Pycnanthemum floridanum</i> Florida mountain-mint	G3	S3	N	T
<i>Salix floridana</i> Florida willow	G2G3	S2S3	N	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Volusia County, Florida



Florida Ecological Services Field Office

 (772) 562-4288

 fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

<https://www.fws.gov/office/florida-ecological-services>

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Eastern Black Rail <i>Laterallus jamaicensis ssp. jamaicensis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite <i>Rostrhamus sociabilis plumbeus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7713	Endangered

Reptiles

NAME	STATUS
Eastern Indigo Snake <i>Drymarchon couperi</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Green Sea Turtle <i>Chelonia mydas</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/6199	Threatened

Hawksbill Sea Turtle *Eretmochelys imbricata***Endangered**

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/3656>

Leatherback Sea Turtle *Dermochelys coriacea***Endangered**

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/1493>

Loggerhead Sea Turtle *Caretta caretta***Threatened**

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/1110>

Insects

NAME

STATUS

Monarch Butterfly *Danaus plexippus***Candidate**

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9743>

Flowering Plants

NAME

STATUS

Rugel's Pawpaw *Deeringothamnus rugelii***Endangered**

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/5355>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below.

Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

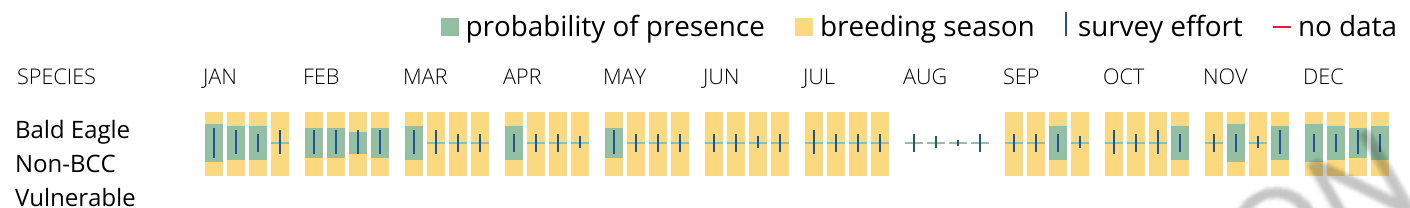
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the [Eagle Act](#) should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON

Bachman's Sparrow *Peucaea aestivalis*

Breeds May 1 to Sep 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/6177>

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Black Skimmer *Rynchops niger*

Breeds May 20 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/5234>

Chimney Swift *Chaetura pelagica*

Breeds Mar 15 to Aug 25

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Great Blue Heron *Ardea herodias occidentalis*

Breeds Jan 1 to Dec 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Least Tern *Sternula antillarum antillarum*

Breeds Apr 25 to Sep 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Magnificent Frigatebird *Fregata magnificens*

Breeds Oct 1 to Apr 30

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Painted Bunting *Passerina ciris*

Breeds Apr 25 to Aug 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Prairie Warbler *Setophaga discolor*

Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Red-headed Woodpecker *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Reddish Egret *Egretta rufescens*

Breeds Mar 1 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/7617>

Ruddy Turnstone *Arenaria interpres morinella*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Short-billed Dowitcher *Limnodromus griseus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9480>

Southeastern American Kestrel *Falco sparverius paulus*

Breeds Apr 1 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/4076>

Swallow-tailed Kite *Elanoides forficatus*

Breeds Mar 10 to Jun 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8938>

Willet *Tringa semipalmata*

Breeds Apr 20 to Aug 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read

["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

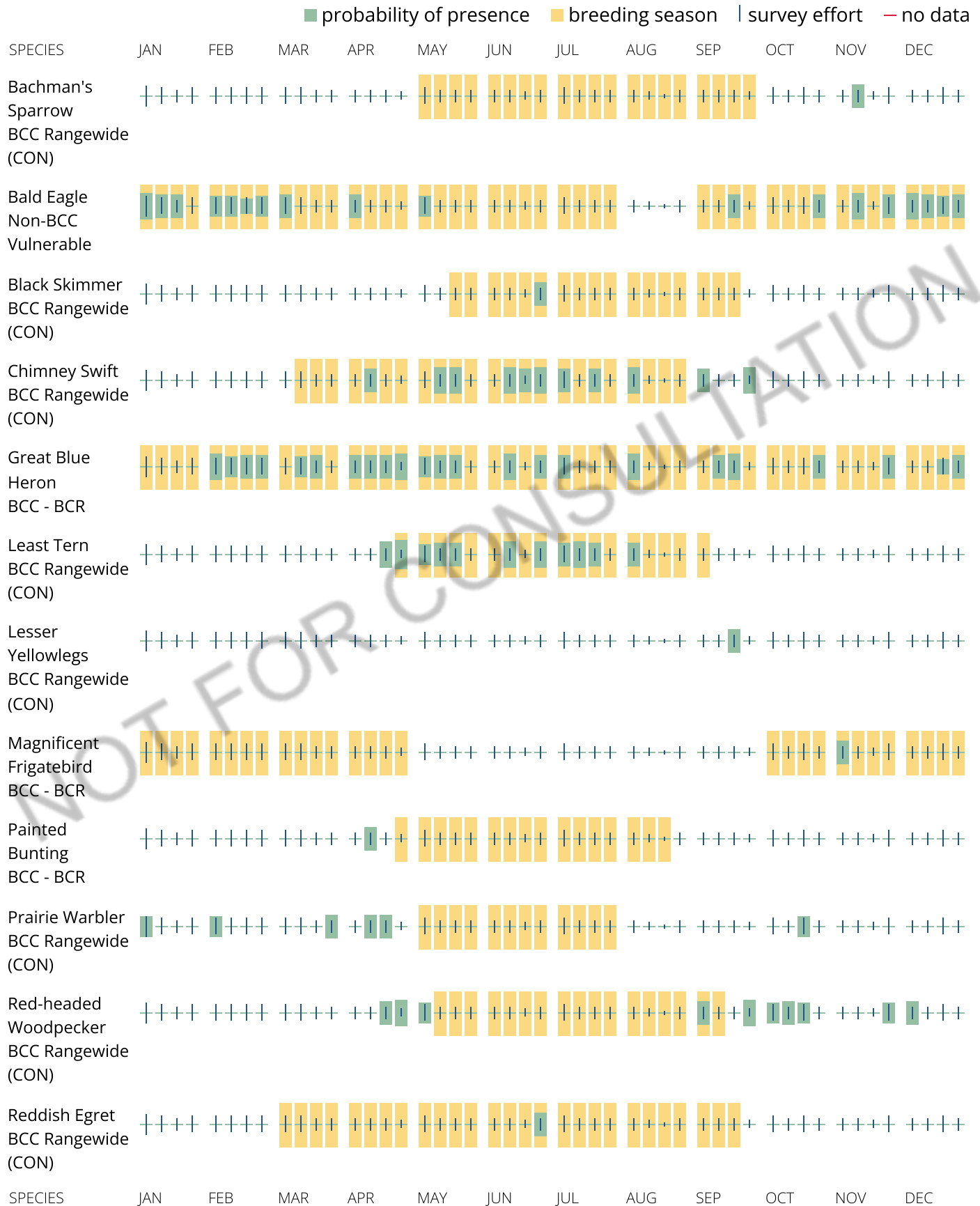
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

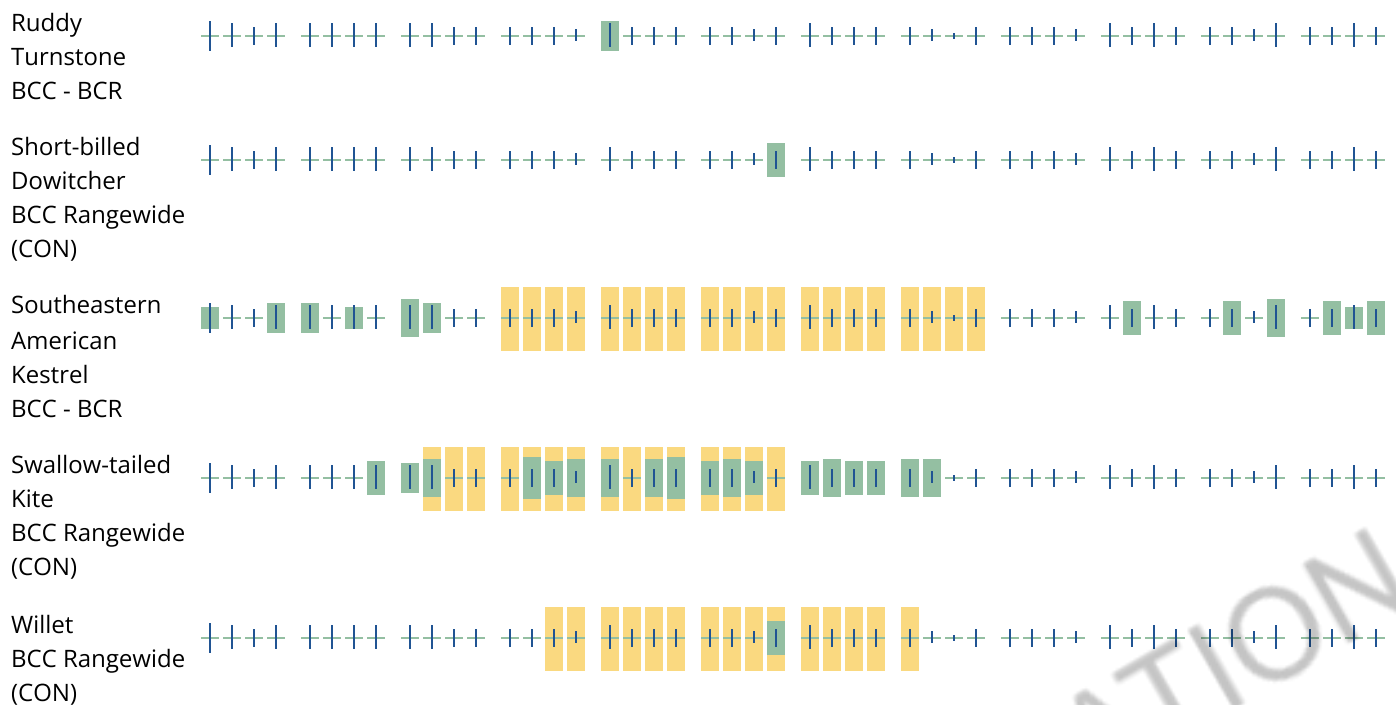
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

[PEM1Cd](#)

FRESHWATER FORESTED/SHRUB WETLAND

[PFO1Cd](#)

RIVERINE

[R2UBFx](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

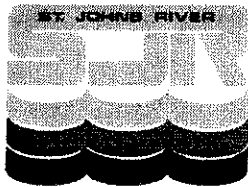
Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Appendix V: SJRWMD Valid Guidance Letter



WATER MANAGEMENT DISTRICT

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director
Charles T. Myers III, Deputy Assistant Executive Director

POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500

SUNCOM 904-880-4500

TDD 904-329-4450

TDD SUNCOM 860-4450

FAX (EXECUTIVE/LEGAL) 329-4125

(PERMITTING) 329-4315

(ADMINISTRATION/FINANCE) 329-4508

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
TDD 904-730-7900

PERMITTING
305 East Drive
Melbourne, Florida 32904
407-984-1940
TDD 407-722-5368

OPERATIONS
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-254-1762
TDD 407-253-1203

February 12, 1997

Gerald E. Upsom, Project Manager
Hunter's Ridge Development
1 Beagles Rest
Ormond Beach, FL 32714

Dear Mr. Upsom:

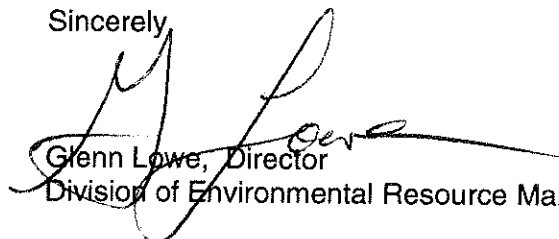
This letter is a follow up to our recent meeting with you and Coleman Holt. As we discussed, based upon your proposed plans as shown on the approved development order, it appears that some development will be within the RHPZ of the District's proposed Tomoka River Hydrologic Basin rule. Based upon our familiarity with the Hunter's Ridge project and the development order, we agree that the mitigation proposed in the development order sufficiently mitigates impacts within the proposed RHPZ. In addition, the remainder of the identified impacts caused by the development are similarly mitigated within the development order.

As you know, this mitigation plan includes the preservation, by deeding to the District, of a large (over 2000 acres) and ecologically important piece of land that contains both wetlands and uplands. The plan also includes some significant restoration/enhancement of degraded communities. This mitigation plan will significantly benefit the proposed RHPZ and the fish and wildlife found in this community.

In summary, District staff have concluded that, to some extent, the Hunter's Ridge Development will be affected by the proposed Tomoka River Hydrologic Basin rule, if they are adopted and implemented as currently proposed. However, the RHPZ provision of the proposed rule will not adversely affect your development plans, since no additional mitigation (over what was proposed in the development order) or reduction in development will be needed to conform with the proposed new rule.

If this is not clear, or if you have questions, please give me a call.

Sincerely,


Glenn Lowe, Director
Division of Environmental Resource Management

cc: Coleman Holt
Jeff Elledge
Pat Frost

William Segal, CHAIRMAN
MAITLAND

Dan Roach, VICE CHAIRMAN
FERNANDINA BEACH

James T. Swann, TREASURER
COCOA

Otis Mason, SECRETARY
ST. AUGUSTINE

Kathy Chinoy
JACKSONVILLE

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

Reid Hughes
DAYTONA BEACH

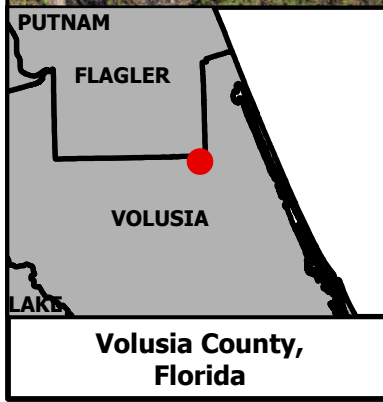
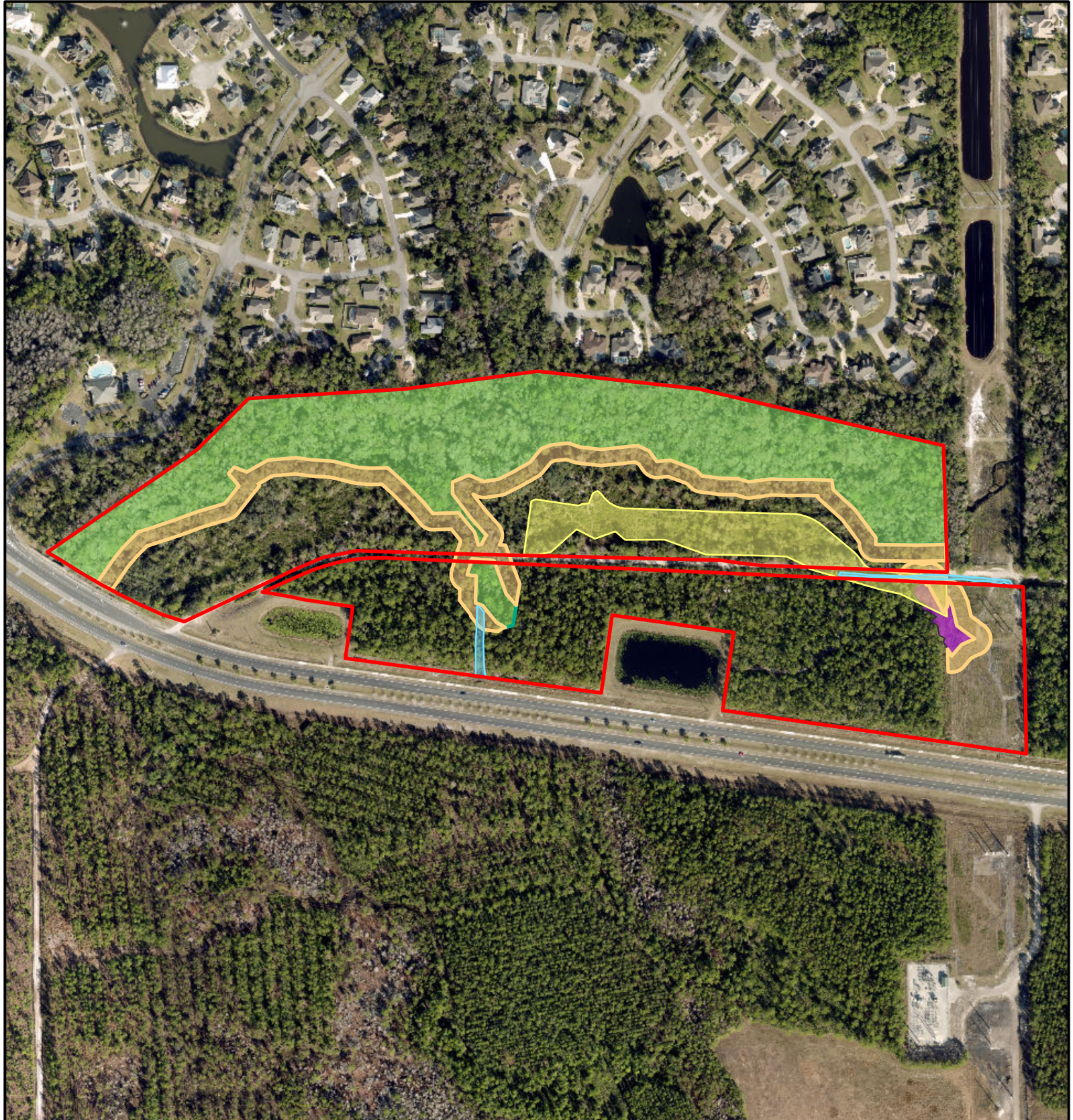


Figure 1: Wetland Impact Map
Little Tomoka
State Road 40, Ormond Beach, FL, 32174
Office 55: Project 6074



Created by: Nico Martinez
November 2024

N
W E
S

0 175 350 700 Feet

-  Project Boundary
-  Existing Wetland (15.49 Acres)
-  Upland 50ft Buffer (5.05 Acres)
-  Proposed RHPZ Impact (3.37 Acres)
-  Proposed Wetland Impact (0.33 Acres)
-  Surface Water (0.23 Acres)

Page 1515 of 1683

Via email: (hlefkowitz@manchestercommunities.com)

Ref: 6047.04

TECHNICAL MEMORANDUM

To: Howard Lefkowitz, Manchester Communities

From: Matthew West, AICP

Subject: Leeds Residential at Little Tomoka - Trip Generation Impact Statement – Ormond Beach, FL

Date: April 17, 2024

INTRODUCTION

LTG, Inc. (LTG) has been retained by Manchester Communities, LLC, to provide a traffic impact statement for the proposed Leeds at Little Tomoka project. The development is located on the south side of Old Tomoka Road and the north side of SR 40 Access approximately $\frac{3}{4}$ mile west of Breakaway Trail (see location map). A conceptual plan is provided as an attachment. The intent of the rezoning request for Planned Residential Development (PRD) is to permit the construction of thirty-one single family detached homes and a 100-seat church with a 10,000 square feet multiuse building. The trip generation will be used to determine if a daily or peak-hour threshold is reached which would require further traffic impact analysis.

The methodology and procedures used in this analysis are consistent with engineering standards and the Traffic Impact Analysis Guidelines identified by the River to Sea Transportation Organization (R2CTPO).

PROJECT TRIP GENERATION

The daily, a.m. and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. The resulting project trip generation for the development is shown in **Table 1**.

Table 1
Proposed PRD Trip Generation
Leeds at Little Tomoka

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	$\ln(T) = 0.92 \ln(X) + 2.68$	31	DU	50%	50%	172	172	344
A.M. Peak	Single-Family Detached Housing	210	$\ln(T) = 0.91 \ln(X) + 0.12$	31	DU	26%	74%	7	19	26
P.M. Peak	Single-Family Detached Housing	210	$\ln(T) = 0.94 \ln(X) + 0.27$	31	DU	63%	37%	21	12	33
Daily	Church	560	$T = 0.93(X) - 16.74$	100	SEATS	50%	50%	38	38	76
A.M. Peak	Church	560	$T = 0.07(X)$	100	SEATS	60%	40%	4	3	7
P.M. Peak	Church	560	$T = 0.10(X)$	100	SEATS	45%	55%	5	6	10
Daily Totals								210	210	420
AM Totals								11	22	33
PM Totals								26	18	43

DU = dwelling unit

TECHNICAL MEMORANDUM

Howard Lefkowitz
April 16, 2024
Page 2

The threshold for which further traffic impact analysis is required, using R2CTPO guidelines, is a net trip generation of at least 1,000 daily trips or 100 peak-hour trips. Based on the results of the trip generation analysis, LUC 210 -Single Family Detached Housing and LUC 560 - Church will generate fewer trips than the thresholds for requiring a Traffic Impact Analysis. Since the total trips for daily, a.m. and p.m. peak-hour do not exceed the thresholds, LTG recommends that further Traffic Impact Analysis be waived for the rezoning application.

CONCLUSION

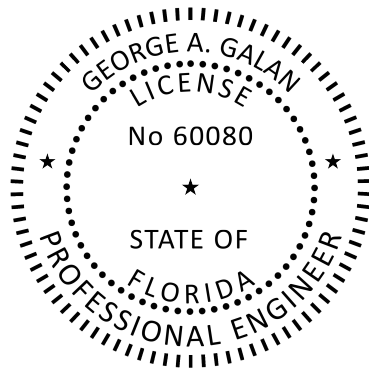
Based on the trip generation calculations presented herein, the proposed project is well below the thresholds for conducting additional traffic impact analysis and no further traffic analysis is necessary for the rezoning application.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:

LTG, Inc.

1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Registration Number 9227
386-257-2571



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

George A Galan 2024.04.17
16:02:23-04'00'

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.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
REGISTRATION NUMBER 9227
GEORGE A. GALAN, P.E. NO. 60080

LITTLE TOMOKA VILLAGE

22219

HOLDING ANALYSIS

CITY OF ORMOND BEACH

September 9, 2024



300 Interchange Blvd • Ormond Beach, FL 32174

386-677-2482 • Fax 386-677-2505

Civil Engineering • Transportation • Environmental

Landscape Architecture • Planning



300 Interchange Blvd • Ormond Beach, FL 32174

386.677.2482 • Fax 386.677.2505

Civil Engineering • Transportation • Environmental
Landscape Architecture • Planning

Project Name:	Little Tomoka Village
Project No.:	ZC 22219
Date:	September 9, 2024
By:	EO
Description:	TABLE OF CONTENTS

- A. SUMMARY
- B. HOLDING ANALYSIS SPREADSHEET
- C. HOLDING CAPACITY: FLOOD, FLU, & SOILS STUDY EXHIBIT
- E. FEMA FLOOD MAP
- F. FUTURE LAND USE MAP
- G. SOILS MAP
- H. CITY OF ORMOND BEACH LDC SECTION 2-35.C.4

Summary of Subdivision Density

1. Holding capacity based on soils, flood plain and utilities (see information contained within the Report):
 - Units per acre (50.14 total acres): 1.47 units per acre
 - Maximum number of units: 73.75 units
2. Proposed gross density based on the number of proposed lots divided by the Total PD Area:
 - Units per acre (50.14 acres of total PD area): ± 0.62 units per acre
 - Proposed number of units: 31 units
3. Proposed net density based on the number of proposed lots divided by the proposed development area:
 - Units per acre (16.76 acres of proposed development area): ± 1.85 units per acre
 - Proposed number of units: 31 units
4. The maximum allowable units based on the existing MDR and SLDR FLUM designations is ± 170 units.
 - Units per acre (16.76 acres of proposed development area): ± 10.14 units per acre
 - Proposed number of units: 31 units

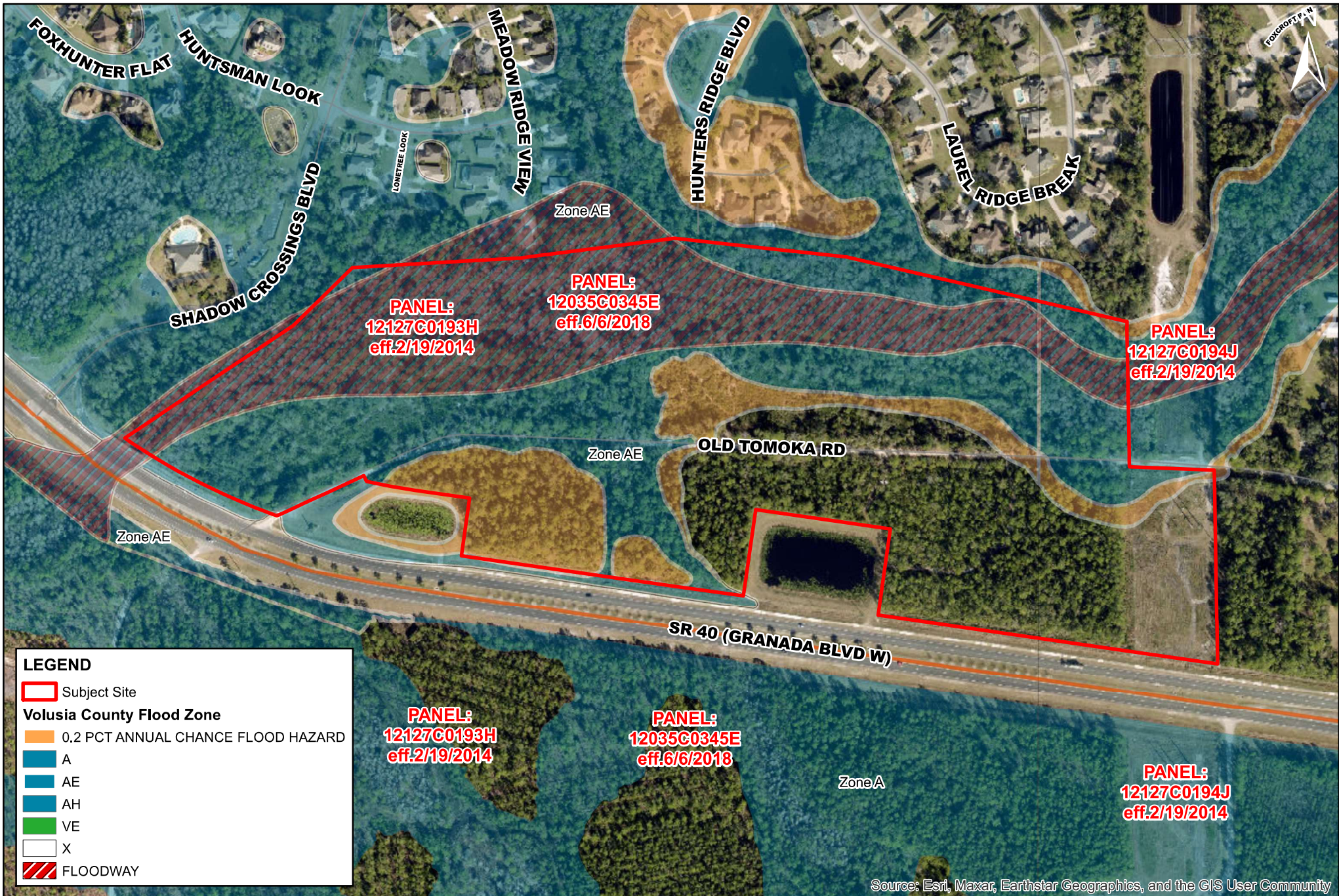
Note:

- Minor discrepancies in the total developable site area within the MDR and SLDR Land Use categories are acknowledged; however, they will not affect the proposed gross density of 0.62 units per acre, which is well below the maximum threshold of 1.47 units per acre.

LITTLE TOMOKA VILLAGE
HOLDING CAPACITY ANALYSIS

SOIL TYPE	AREA IN 100 YR FLOODPLAIN		AREA OUT OF 100 YEAR FLOODPLAIN		DEVELOPMENT POTENTIAL	DENSITY FACTOR W/IN FLOOD PLAIN	DENSITY FACTOR OUTSIDE FLOOD PLAIN	ALLOWABLE DENSITY (UNITS)	HIGH WATER TABLE ELEV. (IN. BELOW GROUND)
	SQ FT	ACRES	SQ FT	ACRES					
22	1,742.40	0.04			LOW/MED LOW	0.5	3	0.02	0-12
23	32,363.20	0.72			LOW/MED LOW	0.5	3	0.36	0-12
51	823,284.00	18.9	24,393.60	0.56	LOW/MED LOW	0.5	3	11.13	0-12
59	74,487.60	1.71	17,424.00	0.4	LOW/MED LOW	0.5	3	2.055	0-12
63	2,613.60	0.06	1,306.80	0.03	LOW/MED LOW	0.5	3	0.12	0-12
75	401,623.20	9.22	805,860.00	18.5	LOW/MED LOW	0.5	3	60.11	0-12
Total:	1,336,114.00	30.65	848,984.40	19.49				73.795	

Total Acreage: 2185098.4 SQFT 50.14 ACRES



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500 250 0 500 Feet

FEMA Flood Map Little Tomoka Village Ormond Beach, FL



300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



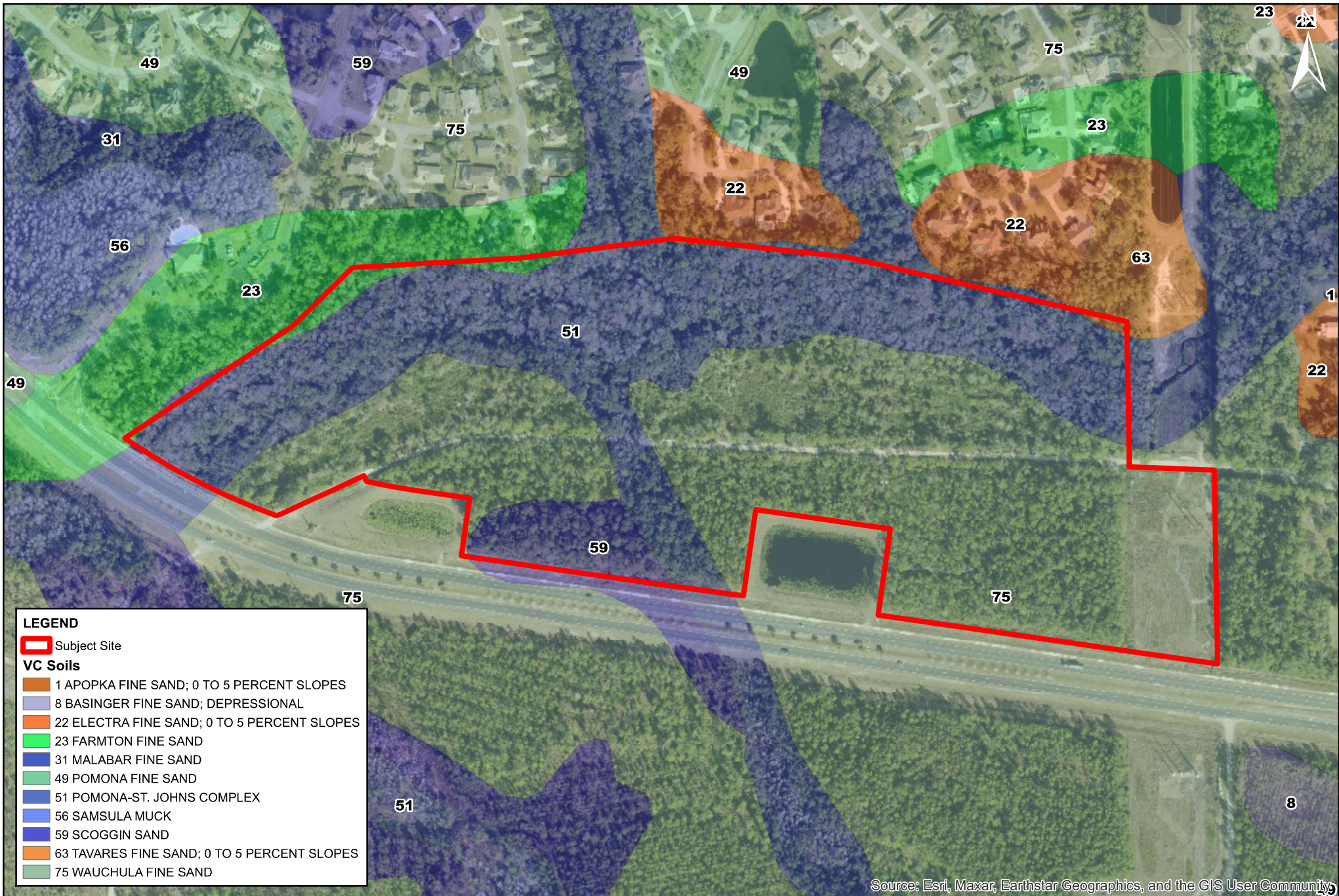
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 Analysis\FLU Map.mxd

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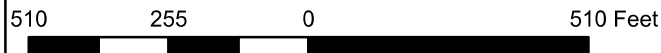
Future Land Use Map Little Tomoka Village Ormond Beach, FL



300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



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Soils Map Little Tomoka Village Ormond Beach, FL



300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482

Sec. 2-35. PRD, Planned Residential Development District.

.....

(c) *Density.*

- (1) *Allowable densities.* The maximum allowed gross density level of a planned residential development shall vary according to the land use classification assigned to the property on the city's adopted future land use map, subject to the provisions of this section. Where more than one (1) land use classification is included in the project, the least-dense classification shall apply.
- (2) *Density bonus.* Except within the SR district, any planned development may qualify for a density increase of up to twenty percent (20%) over the allowed density, as based on the adopted future land use map, provided that the increase will not create the following adverse situations:
 - a. Adverse impact on neighboring sites or subject site;
 - b. Traffic congestion in the streets which adjoin the development; or
 - c. An excessive burden on sewerage, water supply, parks, recreational areas or other facilities which are proposed to serve the development.
- (3) *Density and project phasing.* Where a PRD is proposed to be constructed in phases, at no point in the development of the project shall constructed density exceed the overall density per acre approved for the entire project.
- (4) *Holding capacity; density.* Density determined in subsection (c)(1) of this section is for gross density purposes only. A more refined methodology for determining the holding capacity of a particular site proposed for development is derived from a three-tiered system based on soil characteristics related to the high seasonal groundwater tables (as derived from the SCS soil classification study); flooding potential as noted on the FEMA, FIRM maps; and the availability of central water and/or central sewer facilities. Table 2 illustrates the relationship between environmental constraints and water and sewer availability when calculating density. This table lists the coefficients for determining density in a matrix.

The procedure for determining holding capacity is as follows:

- Step 1: Applicant prepares environmental constraints map for the parcel proposed for development;
- Step 2: Calculate the acreage of property within each particular environmental constraints category;
- Step 3: Multiply the acreage in each category by a coefficient determined by site-specific environmental constraints and availability of water and sewer as noted in table 2.
- Step 4: Sum the totals for each category to achieve the holding capacity for the parcel in terms of maximum potential density.

Once the holding capacity is determined, the developer must prepare plans that are consistent with the holding capacity and environmental constraints of the subject property.

Five (5) distinct environmental constraint categories have been identified and are described below, together with their density allocations.

- a. *Very Low.* Areas that lie within the 100-year floodplain and where the seasonal high water table is at or above the surface or areas outside of the 100-year floodplain where the seasonal high water table is six inches (6") or more above the surface. Here, the constraints are seen as being severe, with associated environmental impacts too damaging for community development. Areas in this

category are, for the most part, the riverine wetlands and cypress swamps interspersed among the pine flatwoods. Representative soils include the various mucks associated with the wetlands and more established cypress systems. A nominal standard of 0.2 units to the acre (one (1) unit per five (5) acres) is assigned as the maximum achievable density for this category, regardless of the availability of central utilities (facilities are not planned for these areas). In some cases, it is conceivable that a single development site could be located within a five-acre parcel classified entirely as "very low." However, a more likely scenario, particularly for larger parcels, would be the transfer of the density allocation to the more buildable areas of the site.

- b. *Low.* Includes soil types with a seasonally high water table that, at times, will reach and exceed the surface. This category includes land that falls within designated 100-year floodprone areas and has a seasonal high water table that does not reach the surface and is not greater than six inches (6") below the surface, or lands where the water table will occasionally be at or above the surface (zero (0) to six inches (6") above) but, for various reasons, is not designated as a 100-year floodprone area. The low category encompasses the more subtle depressional features among the flatwoods. The pine/cypress vegetative community and the depressional variety of the Pomona, Immokalee, and Myakka soil series commonly occur in this category. These lands can tolerate a certain amount of mitigated modification without irreversible environmental damage. The maximum density value for this category is 0.5 units per acre (one (1) unit per two (2) acres) regardless of the availability of utilities. As with the very low category, these levels of development can be achieved only under the ideal circumstances consistent with the criteria for protection of wetlands that typically occur within this soil category. Therefore, development is not likely to occur at assigned densities within these areas but will probably be transferred to other more suitable on-site uplands.
- c. *Medium Low.* These are areas that are within the 100-year floodplain and the seasonal high water table is greater than six inches (6") to twenty-four inches (24") below the surface or those areas that are outside of the floodplain and the seasonal high water table does not reach the surface and is not greater than six inches (6") below the surface. Density ranges in this category are one (1) unit per two (2) acres without infrastructure; one (1) unit per acre with central water only; and three (3) units per acre with both central water and sewer. Depending upon actual vegetative system conditions, these areas may be suitable for limited development or for open space uses with on-site density transfer to more suitable areas.
- d. *Medium.* The criteria for designating lands in the medium category is the seasonal high water table greater than six inches (6") below the surface to twenty-four inches (24") below and outside of floodprone areas or is twenty-four inches (24") or greater below surface if in floodprone area. Extensive areas in the western and southern portion of the Pamlico Terrace are in this category. Due to the nearly level terrain in those areas within the floodplain, the water table hovers near the surface for two (2) to three (3) months a year. However, with proper drainage design and adequate infrastructure, development potential can reach up to four (4) units per acre with central water and sewer; one (1) unit per two (2) acres with no central utilities; and two (2) units per acre with central water only. Planned unit developments, with net densities in excess of one (1) unit per acre utilizing either well or septic or one (1) unit per two (2) acres utilizing well and septic may be allowed provided that minimum lot size requirements are not reduced, to achieve maximum potential density. Instead, transfer of density to a portion of the site serviced by a central system will be allowed, provided the proposed development is consistent with the zoning district requirements, level-of-service standards, and compatible with the natural resources.
- e. *High.* This category includes lands that are not within a floodprone area and have a water table deeper than twenty-four inches (24") below the surface. These lands generally consist of deep sandy soils and are the most suited for community development. They are in relatively short supply due to the prevailing high water tables and floodprone conditions in the undeveloped perimeter areas of the city and the early development of the deep, sandy ridge areas. Representative soils of

this category include the Tavares, Daytona, and DeLand series. Up to six (6) units to the acre (roughly the equivalent of duplex or zero-lot-line development on five thousand (5,000) square foot lots) is achievable with central utilities. With central water only, the maximum density would be three (3) units per acre if that could be achieved under health department septic standards. The location of package plants is acceptable in the medium and high categories for planned unit developments at the higher densities (e.g., greater than one (1) unit per acre) on an interim basis only where it is not economically feasible (due to and/or sewer service at the time of development. In these cases, the development shall be dry-lined and impact fees paid in advance or bonded for. Without central sewer or water, the maximum density is one (1) unit per two (2) acres (project size in relation to line extension distances) to connect to central water.

Table 1. Density Determinations

Development Potential	None	Water Only*	Water and Sewer
Very Low	0.2	0.2	0.2
Low	0.5	0.5	0.5
Medium Low	0.5	1.0	3.0
Medium	0.5	1.0	4.0
High	0.5	1.0	6.0

* For purposes of computing maximum potential density only; a minimum lot size of 1 acre is required for any development utilizing septic tanks. Connection to central sewer will be required whenever line extensions and appurtenances thereto are deemed economically feasible.

Table 2. Characteristics of Environmental Constraint Categories

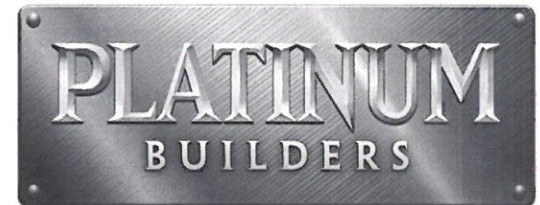
Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
Very Low	N/A	At or above the surface
Low	IN	0.1" to 6" below surface
Medium Low	IN	6" to 24" below surface
	OUT	0.01" to 6" below surface
Medium	IN	24"+ below surface
	OUT	6" to 24" below surface
High	OUT	24" + below surface

The Villages of Verano

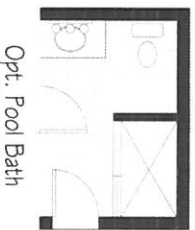


The Birch

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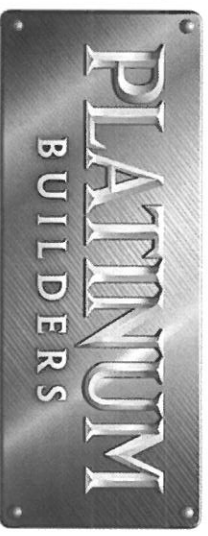


Phone: 386-410-2951 • Fax: 386-845-0202
424 Luna Bella Lane, Ste 112 • New Smyrna Beach, FL 32168
platbuild@gmail.com • www.platinumhomebuilder.com



SQUARE FOOTAGE

Living	1889
Garage	551
Lanai	282
Entry	112
Total	2834





The Cottage

Phone: 386-690-5339 ★ Fax: 386-845-0202 ★ 424 Lune Bella Lane, Suite 112 ★ New Smyrna Beach, FL 32168 ★ platbuild@gmail.com ★ www.platinumhomebuilder.com

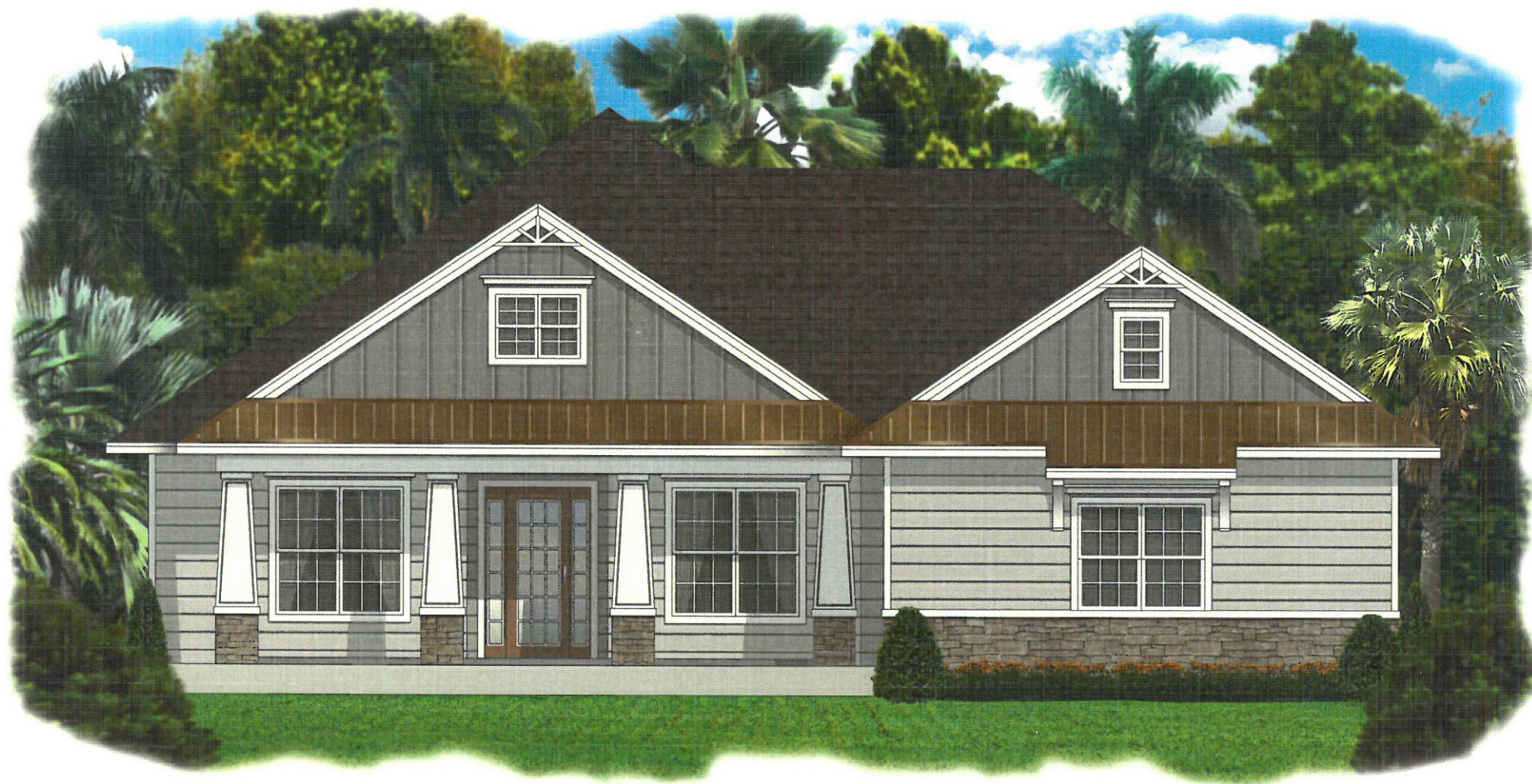
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The Cottage

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 platbuild@gmail.com ★ www.platinumhomebuilder.com

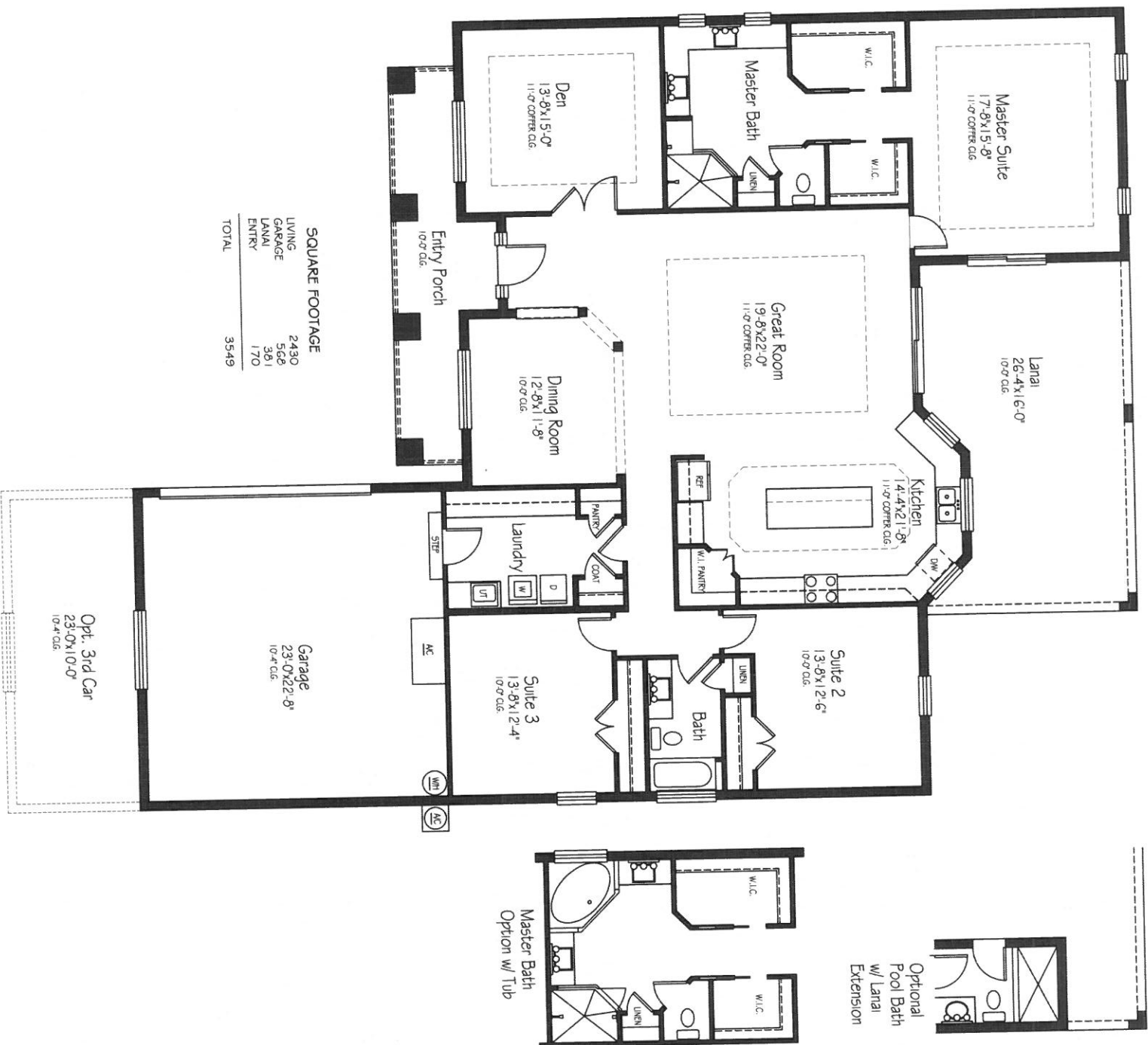
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The Coach House

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BUILDING & REMODELING

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Phone: 386-690-5339 ★ Fax: 386-845-0202 ★ 424 Lune Bella Lane, Suite 112 ★ New Smyrna Beach, FL 32168
platinumbuilding-remodeling.com

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**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: Application of: Leeds Holdings Southeast, Inc., contract purchaser and developer, with authorization of Saint Mary Macedonian Orthodox Church, Inc., owner; Glen Fishman, as Trustee of the Little Tomoka Land Trust dated January 26, 2021, owners

Application No: PZ-2024-000068

Project Name: **LITTLE TOMOKA VILLAGE**

Property Address: S.R. 40, Ormond Beach, Florida 32174

Parcel ID Number(s): 4127-00-00-0019, 4127-00-00-0015, 4127-00-00-0023 & 4127-00-00-0011

**PLANNED RESIDENTIAL DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida ("City"), on _____, 2024 and _____, 2024 and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; deprive adjoining properties of adequate light and air; or 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

1 treatment, drainage, fire and police safety, parks and recreation facilities, schools, and
2 playgrounds, as proposed;

3
4 6. Ingress and egress to the property and traffic patterns are designed
5 to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience,
6 allow for desirable traffic flow and control, and provide adequate access in case of fire or
7 catastrophe, as proposed;

8
9 7. The proposed development is functional in the use of space and
10 aesthetically acceptable;

11
12 8. The proposed development provides for the safety of occupants and
13 visitors;

14
15 9. The proposed used of materials and architectural features will not
16 adversely impact the neighborhood and aesthetics of the area; and

17
18 10. The testimony provided at public hearings.

19
20 **Thereupon and in consideration thereof, the City Commission hereby**
21 **orders that:**

22
23 A. The application of Leeds Holdings Southeast, Inc., contract
24 purchaser and developer, with authorization of Saint Mary Macedonian Orthodox Church,
25 Inc., the owner of that property consisting of approximately +/- 50.14 acres located
26 between S.R. 40 (West Granada Boulevard) and Old Tomoka Road (Volusia County parcel
27 numbers: 4127-00-00-0019, 4127-00-00-0015, 4127-00-00-0023 & 4127-00-00-0011)
28 (the "Property"), and Glen Fishman, as Trustee of the Little Tomoka Land Trust dated
29 January 26, 2021, for a Development Order for a Planned Residential Development to be
30 known as "LITTLE TOMOKA VILLAGE" to allow the construction of a residential
31 community consisting of 31 single-family lots and associated subdivision improvements
32 as well as the construction of a church and associated site plan improvements on that
33 Property more particularly described and depicted in Exhibit "A", attached hereto and
34 incorporated herein by reference, is hereby granted, subject to the following conditions:

35
36 1. All applicable provisions of Chapter 2, District and General
37 Regulations, Article II, District Regulations, Section 2-35, Planned Residential
38 Development, of the City of Ormond Beach *Land Development Code*, except as otherwise
39 specifically modified hereby, shall at all times be strictly complied with. Special
40 Conditions, provided for herein as Section A. 2-13 and attached as Exhibit "B" shall be
41 permitted and complied with:

42
43 2. *Parking.* Parking provisions, in accordance with Section 3-
44 26 of the Land Development Code, are more specifically provided in Exhibit "B".
45

1 3. *Sidewalks.* There is an existing sidewalk along Granada
2 Boulevard, along the frontage of the Property. Sidewalks shall be provided on both sides
3 of the project street. Additional details are as provided in Exhibit "B".
4

5 4. *Fences.* Fence requirements shall be specified in the
6 Homeowners' Association Master Covenants and Restrictions and shall be controlled by
7 the Architectural Review Committee, which shall be established as part of the
8 development. Specific screening conditions adjacent to SR 40 as well as the FDOT pond
9 are provided in Exhibit "B".
10

11 5. *Phasing.* The development may be built in one or more
12 phases. Any future phasing plan may be processed as a minor amendment to this PRD
13 Development Order.
14

15 6. *Recreational area.* The development may provide, at a
16 minimum, an additional thirty (30) square feet per unit of outdoor active recreation space
17 in compliance with Section 2-35(h) of the Land Development Code. A 10,000 square foot
18 community center facility, developed in conjunction with the separate ~3278 square foot
19 church, is detailed in Exhibit "B".
20

21 7. *Model Homes and Temporary Sales Offices.* The
22 developer may designate and construct up to 4 lots as model homes and 2 lots as temporary
23 sales offices for the development. Construction of a model home or temporary sales office
24 for a particular phase may commence in conjunction with the construction of infrastructure
25 improvements for said phase, however, a final certificate of occupancy for said model
26 home or temporary sales office shall not be issued until final plat approval for said phase.
27 No model home shall be constructed until the water and sewer lines have been constructed
28 and are operational. Developer may also install and maintain a temporary construction
29 trailer on a designated lot and must include electric. The construction trailer shall not be
30 open to the public and shall not require paved parking or other applicable requirements of
31 a temporary sales office but shall provide temporary stabilized off-street employee parking.
32

33 8. *Entry Features.* Development entry features shall have a
34 maximum height of 8 feet.
35

36 9. *Drainage.* The proposed stormwater management system
37 design must provide reasonable assurance that the construction of the project will not
38 adversely affect the water quality of the receiving waterbody or increase the rate or volume
39 of discharge from the project to the receiving waterbody.
40

41 Surface water management plans must demonstrate that the
42 proposed development or activity has been planned and designed and will be
43 constructed and maintained to meet the general design standards of Section 3-18 of
44 the City's Land Development Code by maintaining the natural hydrodynamic
45 characteristics of the watershed, and preventing increased flooding and damage.

1 Stormwater runoff shall be consistent with best management
2 practices (such as the state development manual published by the Florida
3 Department of Environmental Protection) prior to discharge into any natural or
4 artificial drainage systems.
5

6 10. *Lot Layout.* The actual count, location, and layout of the
7 developed areas within the development shall be determined during subdivision review and
8 may be modified based on responses from and requirements of applicable permitting
9 agencies and identified environmental conditions.
10

11 11. *Setbacks.* All setbacks, including those for accessory
12 structures and pools, shall be as detailed in Exhibit "B".
13

14 12. *Lot Depth.* Lot depth shall be a minimum of 110'.
15

16 13. *Lot Width.* Lot width shall be a minimum of 80'.
17

18 14. *Maximum Building Coverage.* The maximum building
19 coverage for all lots shall be 50%.
20

21 15. *Maximum Impervious Coverage.* The maximum impervious
22 coverage for all lots shall be 75%.
23

24 16. *Maximum Building Height.* The maximum building height
25 shall be 35' for all residential structures. The maximum height for the church structure not
26 exceed the maximum height permitted for religious structures by the Land Development
27 Code.
28

29 B. The final plans for the development project shall be consistent with
30 all the conditions listed in this Development Order and as depicted in the plans that are
31 attached hereto and incorporated herein by reference as Exhibit "C".
32

33 C. No material change shall be made to the final plan for the
34 development project without further review by the Planning Board and approval by the
35 City Commission in accordance with the procedures for the approval or modification of
36 development orders.
37

38 D. All site construction activity shall be performed in strict compliance
39 with the terms and conditions of this Planned Residential Development Order approved for
40 this development project, and of the *Land Development Code*.
41

42 E. If the final plan approval lapses under the provisions of Section 1-
43 14 of the *Land Development Code* before the planned development permit can be
44 established, a new application for a Planned Residential Development Order must be
45 submitted for consideration in accordance with the requirements of the *Land Development*
46 *Code*.

1 F. In the event the use of the land approved by this Planned Residential
2 Development Order is abandoned for a period of three (3) years any permit issued
3 hereunder and this Planned Residential Development Order shall automatically become
4 void and a Notice of Final Plan Revocation shall be filed under the provisions of Section
5 1-14(3)b. of the *Land Development Code*, and a new application for a Planned Residential
6 Development Order must be submitted for consideration in accordance with the
7 requirements of the *Land Development Code*.
8

9 G. The Neighborhood Improvement Officer shall semi-annually
10 prepare a report indicating which planned developments are not in compliance with Section
11 1-14. In the event a Neighborhood Improvement Officer determines there to be any
12 violation, such Officer shall initiate appropriate code enforcement action for hearing before
13 the City's Special Magistrate.
14

15 H. In the event development permits have not been issued within sixty
16 (60) months, with a single automatic extension for 12 additional month if so requested by
17 developer, which date shall be _____, then this Development Order shall
18 automatically become void and shall have no further legal effect per Chapter 1, Article II,
19 Section 1-14, of the *Land Development Code*. If development permit applications are
20 submitted no later than _____; and such permits are subsequently issued on or before
21 _____ the project shall be vested.
22

23 I. This Planned Residential Development Order shall be recorded in
24 the public records of Volusia County, Florida, at the expense of Leeds Holdings Southeast,
25 Inc., contract purchaser and developer, and shall be binding upon Leeds Holdings
26 Southeast, Inc., the contract purchaser and developer, and with authorization of Saint Mary
27 Macedonian Orthodox Church, Inc., Glen Fishman, as Trustee of the Little Tomoka Land
28 Trust dated January 26, 2021, the owners of the Property, and its successors and assigns,
29 and shall run with the real property described in Exhibit "A" attached hereto.
30

31 **ORDERED** this ____ day of _____ 2024.
32

33 **CITY COMMISSION**
34 **CITY OF ORMOND BEACH**, a Florida
35 municipal corporation
36

37 By: _____
38 **BILL PARTINGTON**
39 Mayor
40

41 By: _____
42 **JOYCE A. SHANAHAN**
43 City Manager
44

EXHIBIT "A"
LEGAL DESCRIPTION

NORTH PARCEL DESCRIPTION:

A PORTION OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION, PER OFFICIAL RECORDS BOOK 43, PAGE 77 THROUGH 81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 205, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY "PARCEL 8", THE CENTERLINE OF OLD TOMOKA ROAD, LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3208, PAGE 331, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF HUNTER'S RIDGE BOULEVARD, AN 80 FOOT RIGHT OF WAY AND THE SOUTHERLY LINE OF AFORESAID SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY LINE, SOUTH 83°49'31" EAST, A DISTANCE OF 419.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 76°59'46" EAST, A DISTANCE OF 800.00 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°59'50" EAST, A DISTANCE OF 390.14 FEET TO THE INTERSECTION WITH THE AFORESAID CENTERLINE OF OLD TOMOKA ROAD; THENCE ALONG SAID CENTERLINE THE NEXT 3 COURSES, NORTH 87°48'50" WEST, A DISTANCE OF 1790.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 26°57'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 195.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°14'09" WEST, A DISTANCE OF 429.76 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTERLY RIGHT OF WAY OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 14°47'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 475.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.99 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT I, PHASE 1, OF HUNTER'S RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°39'23" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°39'23" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 430.00 FEET; THENCE SOUTH 83°49'46" EAST, A DISTANCE OF 60.29 FEET TO THE POINT OF BEGINNING.

1 THAT PORTION OF OLD TOMOKA ROAD LYING WITHIN SECTION 27, TOWNSHIP 14 SOUTH,
2 RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WESTERLY
3 LINE OF THAT 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT
4 DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500 AND OFFICIAL RECORDS BOOK
5 1335, PAGE 502, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BOUNDED
6 ON THE WEST BY A LINE THAT IS PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY
7 LINE OF SAID OLD TOMOKA ROAD AT ITS INTERSECTION WITH THE NORTHERLY LINE OF
8 FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA PART A AS
9 DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, SAID PUBLIC RECORDS.

10 SOUTH PARCEL DESCRIPTION:

11 A PORTION OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST,
12 VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS
13 A POINT OF REFERENCE, COMMENCE AT A 4" X 4" COQUINA MONUMENT MARKING THE
14 SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE RUN NORTH 00°36'37" WEST,
15 ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, BEING ALSO
16 THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF
17 1645.49 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE
18 VARIABLE WIDTH RIGHT-OF-WAY OF FLORIDA STATE ROAD #40, AS SHOWN ON THE
19 STATE OF FLORIDA STATE ROAD DEPARTMENT (FOOT) RIGHT-OF-WAY MAP, SECTION
20 79100-2503, SHEET 3 OF 18, REVISION DATED MARCH 19, 1964; THENCE RUN NORTH 81°51'08"
21 WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-
22 WAY LINE, A DISTANCE OF 224.55 FEET TO THE SOUTHWEST CORNER OF A FDOT WATER
23 RETENTION AREA (DESIGNATED BY FOOT AT STATION 1251+00 +/-) AND BEING DESCRIBED
24 IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF FLORIDA
25 DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 4865,
26 PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING
27 THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 81°51'08"
28 WEST (NORTH 81°50'58" WEST PER SAID FOOT MAP AND NORTH 81°50'00" WEST PER SAID
29 FOOT DEED), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 788.47 FEET
30 TO A POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A FDOT
31 WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1238+00 +/-) AND BEING
32 DESCRIBED IN WARRANTY DEED FROM INDIGO DEVELOPMENT INC. TO THE STATE OF
33 FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS
34 BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE,
35 DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #40, RUN NORTH
36 08°08'52" EAST (NORTH 08°10'00" EAST PER SAID FOOT DEED), ALONG THE EASTERLY LINE
37 OF SAID FOOT WATER RETENTION AREA, A DISTANCE OF 162.00 FEET TO THE
38 NORTHEASTERLY CORNER THEREOF; THENCE RUN NORTH 81°51'08" WEST (NORTH
39 81°50'00" WEST PER SAID FOOT DEED), ALONG THE NORTH LINE OF SAID FOOT WATER
40 RETENTION AREA, A DISTANCE OF 154.74 FEET (154.80 FEET PER SAID FDOT DEED) TO THE
41 POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND
42 WESTERLY, ALONG THE . CURVED NORTHERLY LINE OF SAID FDOT WATER RETENTION
43 AREA, HAVING A RADIUS OF 1680.08 FEET, AN ARC DISTANCE OF 136.02 FEET, A CENTRAL

1 ANGLE OF 04°38'19", SUBTENDED BY A CHORD OF 135.98 FEET BEARING NORTH 79°30'47"
2 WEST (NORTH 79°30'50" WEST PER SAID FOOT DEED) TO THE NORTHWESTERLY CORNER
3 THEREOF, SAID POINT LYING ON THE SOUTHERLY LINE OF OLD TOMOKA ROAD (OLD
4 ORMOND-BARBENVILLE ROAD), A 25-FOOT RIGHT-OF-WAY OF WHICH THE NORTHERLY
5 RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 4290, PAGE 3232, OF THE
6 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE BOUNDARY
7 OF SAID FOOT WATER RETENTION AREA, RUN NORTH 65°37'40" EAST (NORTH 64°58'45"
8 EAST PER SAID DEED), ALONG THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, A
9 DISTANCE OF 179.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
10 THENCE RUN NORTHERLY AND EASTERLY, ALONG SAID CURVED SOUTHERLY RIGHT-OF-
11 WAY LINE, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 185.89 FEET, A
12 CENTRAL ANGLE OF 26°37'35", SUBTENDED BY A CHORD OF 184.22 FEET BEARING NORTH
13 78°54'32" EAST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 87°46'41"
14 EAST (SOUTH 88°23'39" EAST PER SAID DEED), ALONG THE SOUTHERLY RIGHT-OF-WAY
15 LINE OF SAID OLD TOMOKA ROAD, A DISTANCE OF 2013.67 FEET TO AN INTERSECTION
16 WITH THE EASTERLY LINE OF A 234-FOOT WIDE FLORIDA POWER AND LIGHT COMPANY
17 TRANSMISSION LINE EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 511, PAGE
18 86, OFFICIAL RECORDS BOOK 950, PAGE 613, AND OFFICIAL RECORDS BOOK 1335, PAGE
19 500, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING
20 THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, RUN SOUTH 00°59'37" EAST, ALONG
21 THE EASTERLY LINE OF SAID 234-FOOT WIDE FLORIDA POWER & LIGHT COMPANY
22 TRANSMISSION LINE EASEMENT, A DISTANCE OF 539.25 FEET TO AN INTERSECTION WITH
23 THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FLORIDA STATE ROAD
24 #40; THENCE, DEPARTING THE EASTERLY LINE OF SAID FLORIDA POWER & LIGHT
25 COMPANY. TRANSMISSION LINE EASEMENT, RUN NORTH 81°51'08" WEST (NORTH 81°50'58"
26 WEST PER AFOREMENTIONED FOOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE
27 OF SAID STATE ROAD #40, A DISTANCE OF 953.41 FEET TO THE SOUTHEASTERLY CORNER
28 OF THE AFOREMENTIONED FDOT WATER RETENTION AREA; THENCE, DEPARTING SAID
29 NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 08°08'52" EAST (NORTH 08°10'00" EAST PER
30 SAID FDOT DEED), ALONG THE EASTERLY LINE OF SAID FOOT WATER RETENTION AREA,
31 A DISTANCE OF 243.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE RUN
32 NORTH 81°51'08" WEST (NORTH 81°50'00" WEST PER SAID FOOT DEED), ALONG THE
33 NORTHERLY LINE OF SAID FOOT WATER RETENTION AREA, A DISTANCE OF 381.00 FEET
34 TO THE NORTHWESTERLY CORNER THEREOF; THENCE RUN SOUTH 08°08'52" WEST (SOUTH
35 08°10'00" WEST PER SAID FOOT DEED), ALONG THE WESTERLY LINE OF SAID FDOT WATER
36 RETENTION AREA, A DISTANCE OF 243.00 FEET TO THE POINT OF BEGINNING OF THIS
37 DESCRIPTION.

38 CONTAINING 50.140 ACRES, MORE OR LESS.

39

EXHIBIT "B"
SPECIAL CONDITIONS

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EXHIBIT "B"

Special Conditions – Old Tomoka Village

Plan sheets are included in Exhibit "C" and shall be complied with at all times. Specific conditions include:

1. **Lot Layout.** The total number of lots approved is 31 lots, with the adjoining parcel contemplated for development of the St. Mary Macedonian Orthodox Church (the "Church Parcel"). All residential building lots shall be 80' in width (as measured at the building setback line). The Church Parcel shall comply with City of Ormond Beach development regulation LDC §2-56(37). The actual count, location, and layout of the developed areas within the development shall be determined during subdivision review and may be modified based on responses from and requirements of applicable permitting agencies and identified environmental conditions. The Church Parcel and the residential building lot sections shall be considered independently of each other and may be constructed at different times.
2. **Preliminary Plat Required.**
 - A. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit. A preliminary plat, shall include following information is required:
 1. Stormwater plan including:
 - A. Site topography survey;
 - B. Evidence of acceptance of water from off-site properties; and
 - C. Pre-development and post development calculations.
 2. Floodplain review including:
 - A. Base flood elevation study;
 - B. Amount of fill in the floodplain; and
 - C. Amount of compensating storage provided.
 3. Tree survey
3. **Drainage.** The proposed stormwater management system design must provide reasonable assurance that the construction of the project will not adversely affect the water quality of the receiving waterbody or increase the rate or volume of discharge from the project to the receiving waterbody.

Surface water management plans must demonstrate that the proposed development or activity has been planned and designed and will be constructed and maintained to meet the general design standards of Section 3-18 of the City's Land Development Code by maintaining the natural hydrodynamic characteristics of the watershed, and preventing increased flooding and damage.

Stormwater runoff shall be consistent with best management practices (such as the state development manual published by the Florida Department of Environmental Protection) prior to discharge into any natural or artificial drainage systems.

4. **Density:** The proposed gross density is 2 units per acre.
5. **Dimensional standards:** The setbacks for the project shall be:
 - a) Rear: 20'
 - b) Rear (accessory): 5'
 - c) Rear Pool: 5', except lots 18-21, which require 10'
 - d) Side: 7.5' with no less than 15 feet between buildings.
 - e) Side (accessory): 5'
 - f) Side Corner: 25'
 - g) Front Yard: 25'
 - h) Maximum building coverage shall be 50%.
 - i) Maximum lot coverage shall be 75%. This is in anticipation of buildout of back patios, pools and similar structures.
 - j) Maximum building height shall be 35 feet for all residential structures. The maximum height for the church structure shall not exceed the maximum height permitted in this Planned Residential Development Order. However, the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.
 - k) Perimeter setback shall be 40'.
6. **Recreational area.** The development may provide, at a minimum, an additional thirty (30) square feet per unit of outdoor active recreation space in compliance with Section 2-35(h) of the Land Development Code. The proposed Activity Building being constructed as a component of the Church parcel will be available by contractual agreement to serve as an indoor recreational space when not used for Church activities and is accepted as being compliant with the City Code.
7. **Parking.** Section 3-26 of the Land Development Code requires two (2) parking spaces per dwelling unit. Based on the 31 dwelling units proposed, 62 parking spaces shall be required. In addition, one (1) on-site parking space shall be provided per three (3) seats within a house of worship. Based on the 100 seats proposed, 34 parking spaces are proposed. Finally, the associated community center with 10,000 square feet requires one (1) space per 200 square feet. Based on this, a total of 50 spaces will be provided. If both types of recreation areas are located on the same site, only the indoor requirement must be met per Section 2-35(h)(9) of the City of Ormond Beach Land Development Code.
8. **Access.** The subdivision shall have full access from Granada Boulevard.
9. **Sidewalks.** A sidewalk currently exists along Granada Boulevard, along the frontage of the Property, as further illustrated on the development plan incorporated herein as Exhibit "C." Internal sidewalks are required on each lot street frontage within the subdivision, to be

constructed upon completion of each single-family residence, and as a condition of issuance of a Certificate of Occupancy.

10. **Model Homes and Temporary Sales Offices.** The developer may designate and construct up to 4 lots as model homes and 2 lots as temporary sales offices for each phase of development. Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street employee parking.
11. **SR-40 Buffer/Setback obligations.** The developer will establish a 36' natural buffer from the SR40 Right of way, running for the entire length of the property. The setback will be left in a state of natural vegetation, except at point of entry or emergency outbound access. At the north line of, and located within the 36' natural setback, the developer will construct a 5' masonry wall as depicted on the ODP Plan. The masonry wall will be the responsibility of the Homeowners Association to maintain in its section.
12. **FDOT Ponds Buffer/Setback obligations.** Within the Residential section, the developer will maintain a setback from said pond's property lines of not less than 6'. The community's Homeowners Association Documents will provide for the mandatory installation of a 6' solid vinyl white fence on the rear property lines adjoining said ponds upon construction of houses on lots 6-18, prior to the issuance of a Certificate of Occupancy. Within the Church parcel, the same setback obligation of 6', together with the construction of a 6' solid white vinyl fence will be required adjoining the eastern and northern property lines of the FDOT pond, and as a condition of a Certificate of Occupancy. All fences will be the responsibility of the landowner to maintain.
13. **Phasing.** The development may be built in one or more phases. Any revisions to the phasing plan may be processed as a minor amendment to this PRD Development Order.
14. **Entry Features.** Development entry features shall have a maximum height of 8 feet.

1
2

EXHIBIT "C"
PD PLAN

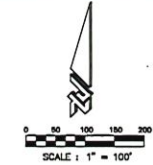
CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

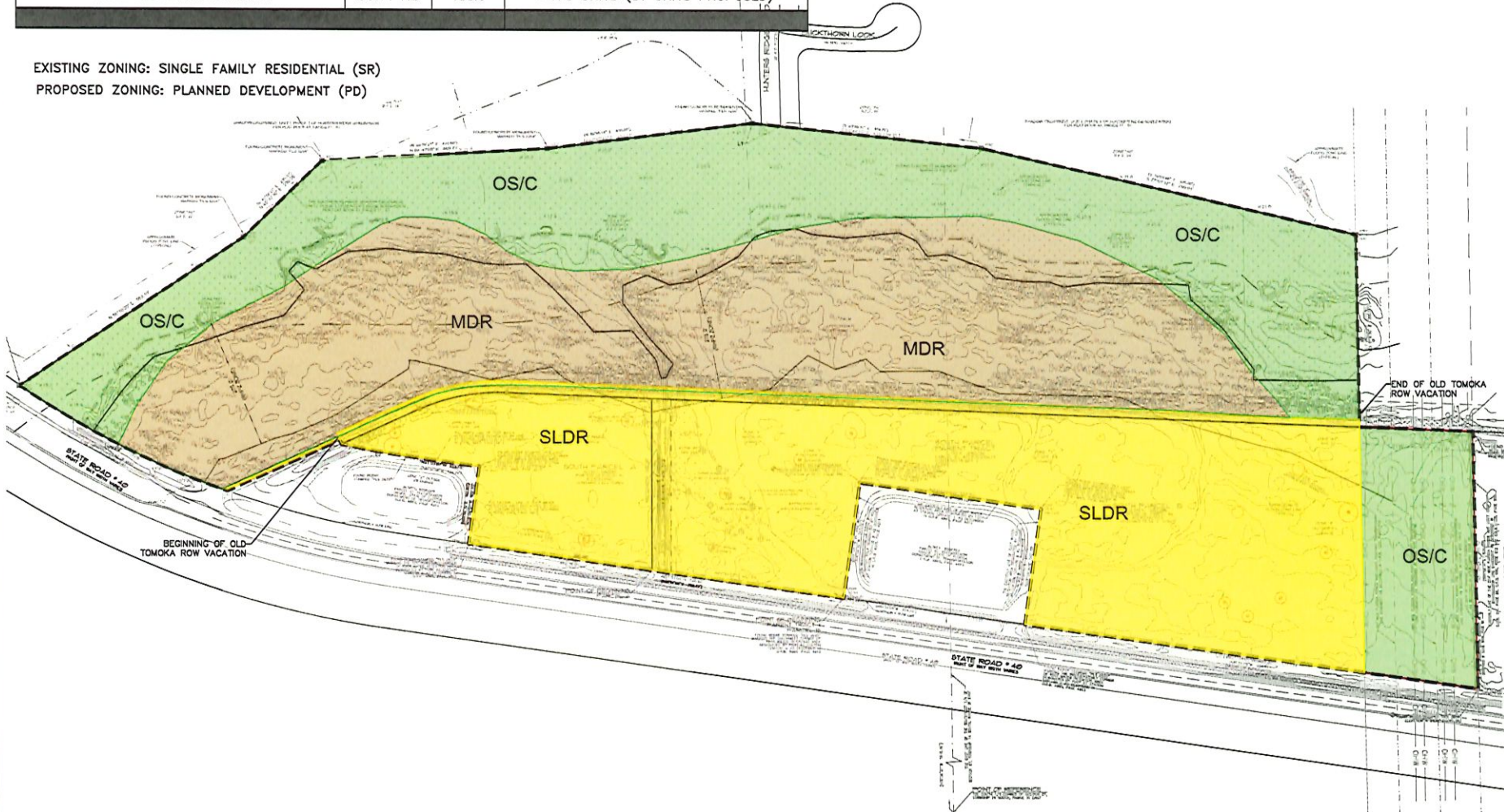
Page 1548 of 1683

FUTURE LAND USE AREAS			
LIMITS OF PLANNED DEVELOPMENT (PD)	50.14 AC	100.00%	DENSITY-PRD
GROSS DENSITY			31 UNITS/50.14 AC = ±0.62 UNITS/AC
NETS DENSITY			31 UNITS/31.2 AC = ±0.99 UNITS/AC
HOLDING CAPACITY			73 UNITS TOTAL
SUBURBAN LOW DENSITY RESIDENTIAL (SLDR)	17.22 AC	34.34%	4.95 UNITS/AC = ±85 UNITS
MEDIUM DENSITY RESIDENTIAL (MDR)	16.91 AC	33.73%	5.05 UNITS/AC = ±85 UNITS
OPEN SPACE/CONSERVATION (OS/C)	16.01 AC	31.93%	-----
TOTAL ALLOWABLE DENSITY	50.14 AC	100%	±170 UNITS (31 UNITS PROPOSED)

LEGEND:



EXISTING ZONING: SINGLE FAMILY RESIDENTIAL (SR)
PROPOSED ZONING: PLANNED DEVELOPMENT (PD)



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/11/2011	JML	PRELIMINARY PLAN
2	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
3	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
4	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
5	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
6	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
7	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
8	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
9	11/11/2011	JML	REVISION TO PRELIMINARY PLAN
10	11/11/2011	JML	REVISION TO PRELIMINARY PLAN

LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
EXISTING CONDITIONS PLAN

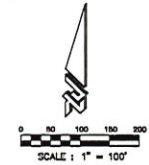
PROJECT NO. PD 22278
DESIGNED BY: JML
DRAFTED BY: JML
CHECKED BY: JML

DATE: 11/11/2011
TIME: 11:11 AM
LOCATION: 11111 11TH AVE
SHEET: PD2 OF 8

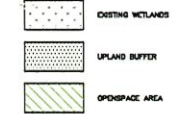
AREAS		
DEVELOPMENT AREA	16.60 AC	33.11%
TREE PRESERVATION AREA	5.74 AC	11.45%
REQUIRED TREE PRESERVATION AREA (20% OF DEVELOPMENT AREA INCLUDING TREE PRESERVATION AREA)	5.74 AC	
OPEN SPACE REMAINING	6.50 AC	12.97%
WETLAND AREA TO REMAIN	15.33 AC	30.57%
UPLAND BUFFER TO REMAIN	3.12 AC	6.22%
FPL EASEMENT	2.85 AC	5.68%
TOTAL PD AREA	50.14 AC	100%
OPEN SPACE PROPOSED	17.54 AC	34.98%

60 SF OF OUTDOOR RECREATIONAL AREA REQUIRED PER EACH DWELLING UNIT.
 31 UNITS X 60 SF = 1,860 SF REQUIRED.
 PROPOSED OUTDOOR RECREATIONAL AREA = 1,900 SF

30 SF OF INDOOR RECREATIONAL AREA REQUIRED PER EACH DWELLING UNIT.
 31 UNITS X 30 SF = 930 SF REQUIRED.
 PROPOSED INDOOR RECREATIONAL FLOOR SPACE PROVIDED WITHIN THE COMMUNITY BUILDING ADJACENT TO THE CHURCH BUILDING = 10,000 SF

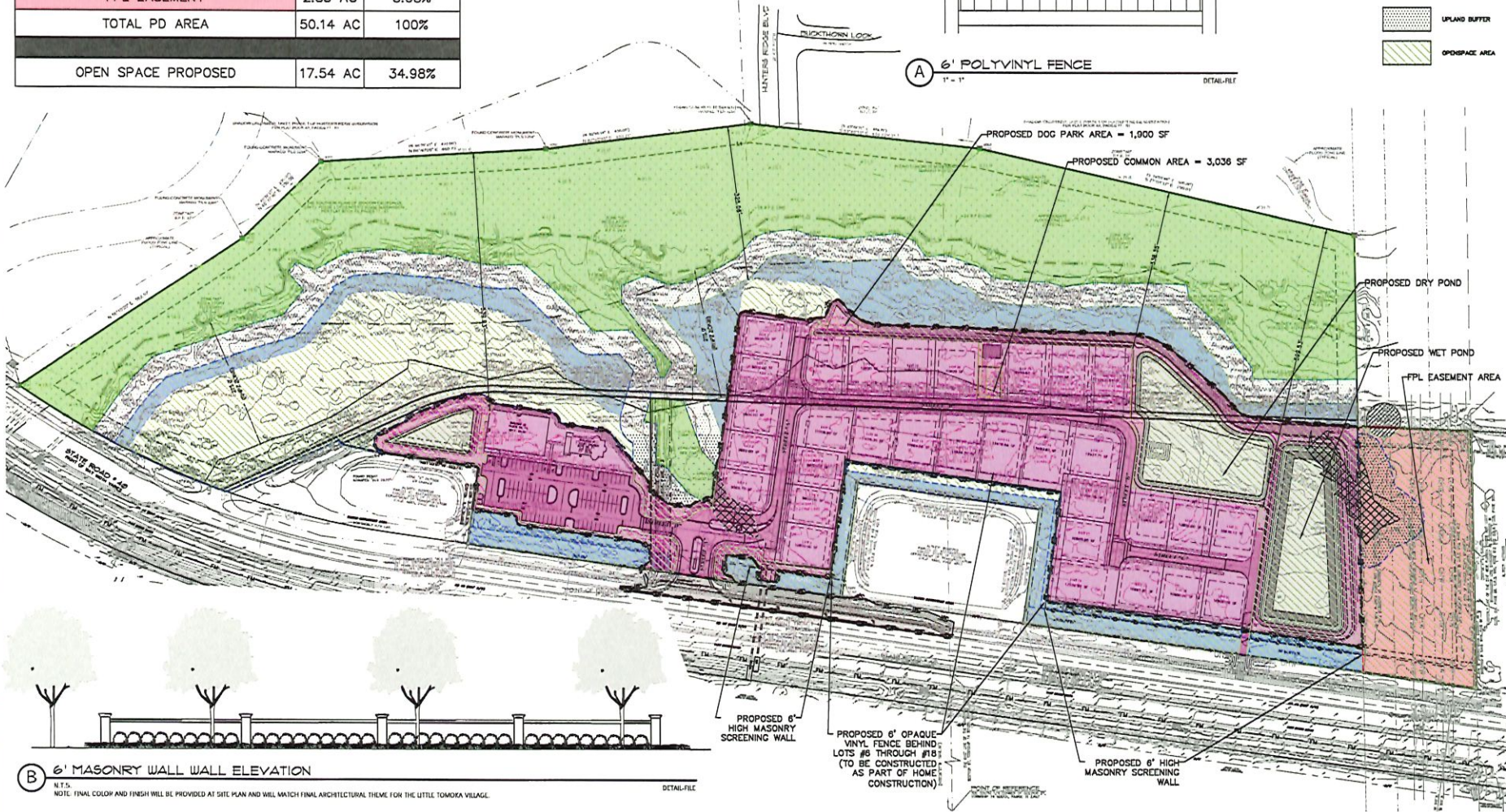


LEGEND:



(A) 6' POLYVINYL FENCE
 1" = 1'

DETAIL-FIT

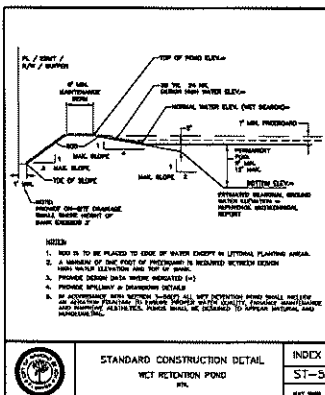


CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

LITTLE TOMOKA VILLAGE PLANNED DEVELOPMENT (PD) OPEN SPACE PLAN

PROJECT NO. PC 22719
 DESIGNED BY: HUAL
 DRAFTED BY: JAL
 CHECKED BY: HA

DRAWING FILE: 01_22719.DWG
 SHEET: 22719-001.DWG
 SHEET: 22719-001.DWG

[illegible]

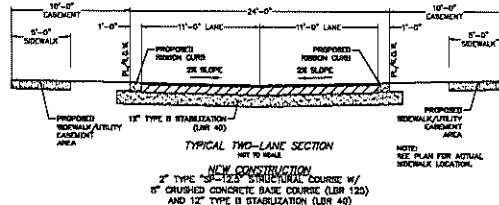
* FOR THE CHURCH SITE THE BUILDING HEIGHT WILL BE 35 FT. HOWEVER THE TOWER, STEEPLE, SPIRE OR OTHER ATTACHED OR FREESTANDING ACCESSORY STRUCTURE MAY BE A MAXIMUM OF 75 FT ABOVE THE MEAN SITE ELEVATION.

31. MINIMUM OF 1,000 SF OF OUTDOOR RECREATIONAL AREA REQUIRED PER DWELLING UNIT.

8.6. *Self-adjointness*. Consider a linear operator A on a Hilbert space H . We say that A is self-adjoint if $A = A^*$.

31 UNITS X 30 SF = 900 SF REQUIRED.

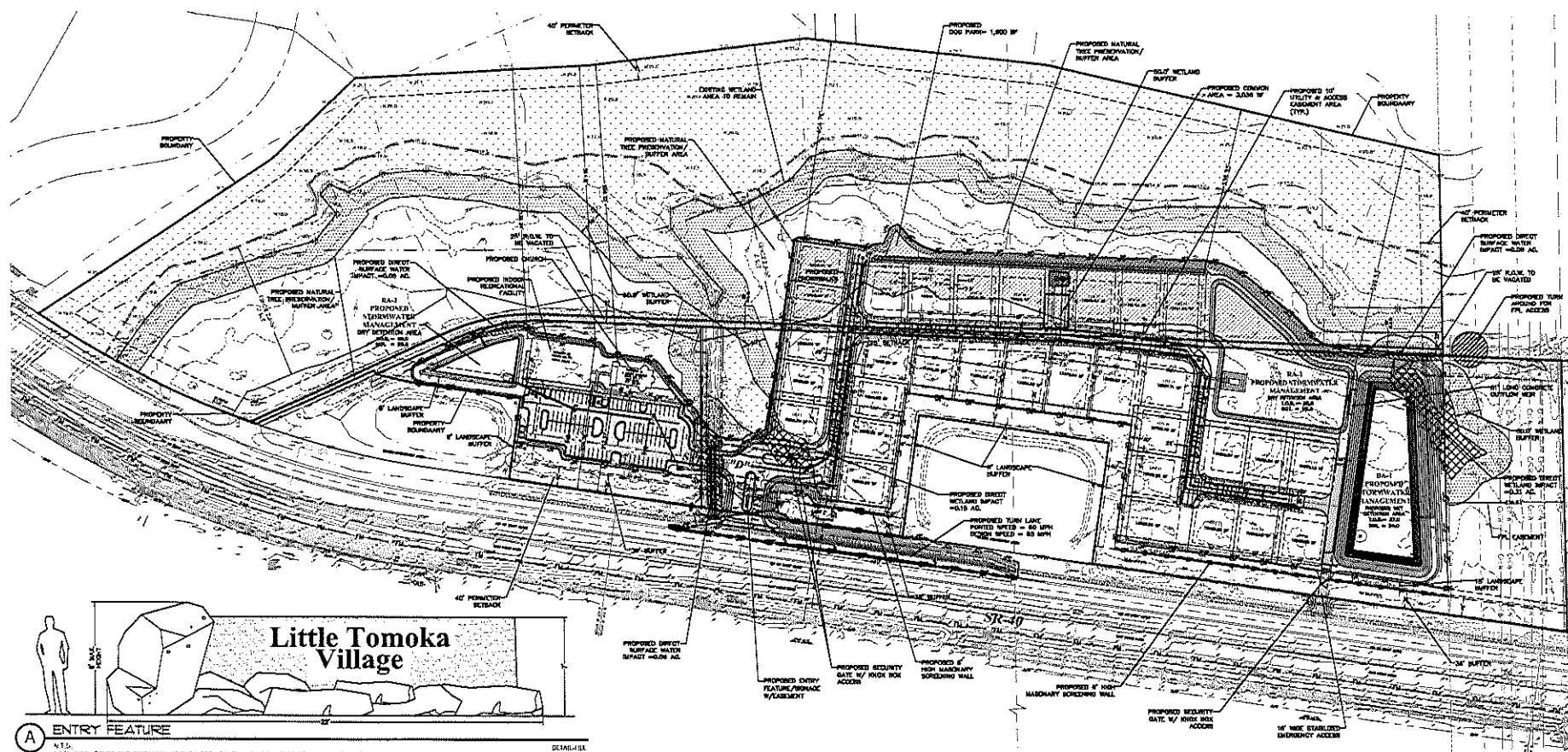
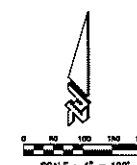
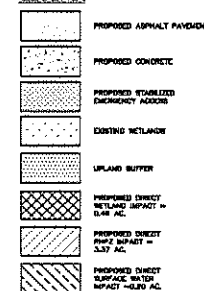
PROPOSED INDOOR RECREATIONAL FLOOR SPACE PROVIDED IN ADJACENT CHURCH SITE = 10,000 SF



PARKING CALCULATIONS:			
USE	PARKING REQUIREMENT	SF/UNIT	SPACES REQUIRED
BRVGLY FAMILY HCL	2 SPACE PER UNIT	31	62
HOUSE OF WORSHIP	1 SPACE FOR 3 SEATS	100 SEATS	34
COMMUNITY USE CTRL	1 SPACE PER 200 SF	FLOORS SF	50
		TOTAL =	146

PARKING SPACES PROVIDED:	
B4 SPACES REQUIRED FOR THE CHURCH SITE	
HANDICAP PARKING REQUIRED	6 SPACES
HANDICAP PARKING PROVIDED	6 SPACES

LEGEND:



Little Tomoka Village

ENTRY FEATURE

NOTE: FINAL COLOR AND FINISH WILL BE PROVIDED AT SITE PLAN AND WILL MATCH FINAL ARCHITECTURAL THEME FOR THE LITTLE TOMOKA VILLAGE

DE 3A11-4111



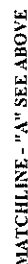
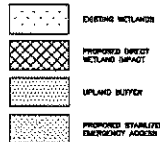
**ZEVEV COHEN
& ASSOCIATES, INC.**
1100 PARKWAY 6E, SUITE 100
COSTA MESA, CA 92626

ENVIRONMENTAL PLANNING

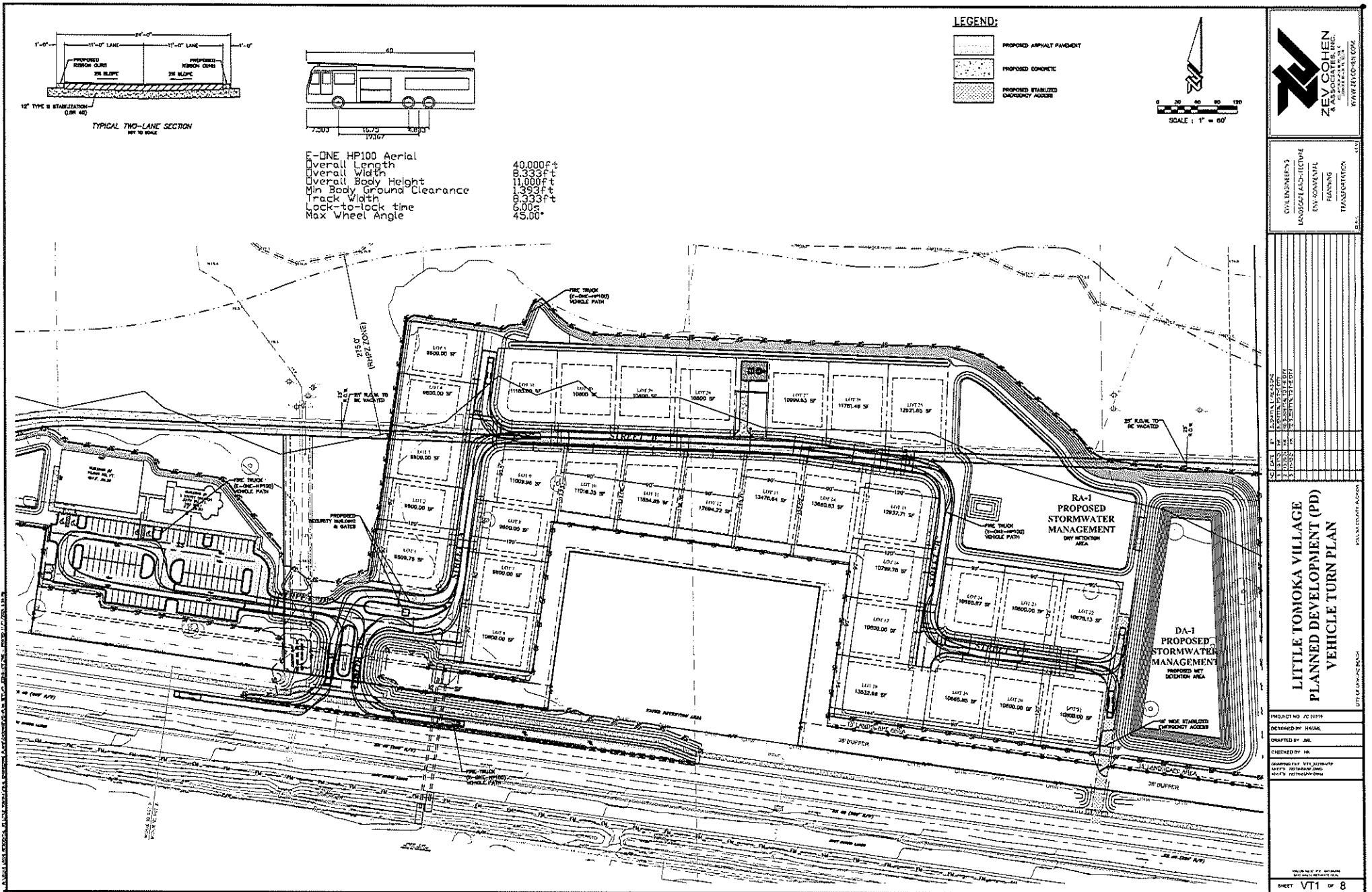
**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
OVERALL SITE PLAN**

DESIGNED BY MGNML
DRAFTED BY JAL
CHECKED BY MR.
DRAWING THE NO. 7229-1
REVISED 7229-1-1
FILED 7229-1-1

SHEET PD4 of 8



ENCLOSURE PD5 OF 8



PROJECT INFORMATION:

PROJECT NO. JC 2019

DESIGNED BY: H&M

DRAWN BY: JML

CHECKED BY: HK

DATE: 10/1/2019

PROJECT: LITTLE TOMOKA VILLAGE PLANNED DEVELOPMENT (PD) VEHICLE TURN PLAN

SHEET: VT1 OF 8

LITTLE TOMOKA VILLAGE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT (PD) PLANS

DEVELOPER:

LEEDS HOLDINGS SOUTHEAST, INC.
1315 ALBERTA DR.
WINTER PARK, FL 32789
(386)673-5650
FAX NUMBER
CONTACT PERSON: HOWARD LEFKOWITZ
e-mail: hlefkowitz@leeds Holdings.com

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: HALUK KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:

LANDGARD, LLC
10065 N.W. 136TH DRIVE
ALACHUA, FL 32615
PHONE NUMBER: (352) 493-0640
FAX NUMBER
CONTACT PERSON: THOMAS R. BON
e-mail: tony@thelandgard.com

GEOTECHNICAL ENGINEER:

GEO-TECHNOLOGY ASSOCIATES, INC.
4617 PARKBREEZE COURT
ORLANDO, FL 32808
PHONE NUMBER: (321) 482-4239
FAX NUMBER
CONTACT PERSON: GAUTHAM PILLAPPA, P.E.
e-mail: gpillappa@gtaeng.com

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/20/2019	HL	PRELIMINARY TO THE CITY
2	11/20/2019	HL	FOR SUBMITTAL TO THE CITY
3	11/20/2019	HL	FOR SUBMITTAL TO THE CITY

LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
COVER SHEET

PROJECT NO.: 20-0019
DESIGNED BY: HL
CHECKED BY: HL
DRAWING FILE: 11/20/2019
SHEET PD1 OF 8

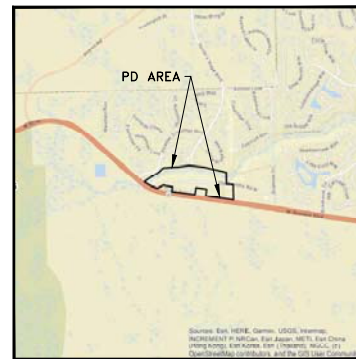
PROJECT DESCRIPTION:

PLANNED DEVELOPMENT (PD) REZONING FOR 31 SINGLE FAMILY RESIDENTIAL LOTS & A CHURCH DEVELOPMENT
ALONG WITH ASSOCIATED ROADWAY ACCESS, UTILITIES & STORMWATER MANAGEMENT FACILITIES.

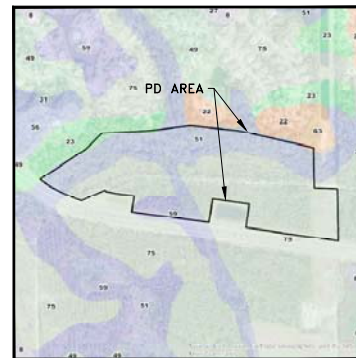
TAX PARCEL ID's: #412700000019
#412700000023
#412700000015
#412700000011

ADJACENT PROPERTY OWNERS:

- PARCEL ID #412700000021
COUNTY OF VOLUSIA
1580 DERBYSHIRE DR
HOLLY HILL, FLORIDA 32117
SITE ADDRESS:
2401 W GRANADA, ORMOND BEACH, FLORIDA 32176
- PARCEL ID #412700000011
JOHNSTON RICHARD JR TR
LITTLE TOMOKA LAND TRUST
15701 S TAMiami TrL
FORT MYERS, FLORIDA 33908
SITE ADDRESS:
SR 40, ORMOND BEACH, FLORIDA 32176
- PARCEL ID #412701000002
HUNTERS RIDGE HOA OF EAST FL INC
100 SHADOW CROSSING BLVD.
ORMOND BEACH, FLORIDA 32174
SITE ADDRESS:
1729 JOHN ANDERSON DR
ORMOND BEACH, FLORIDA 32174
- PARCEL ID #412701000001
HUNTERS RIDGE HOA OF EAST FL INC
100 SHADOW CROSSING BLVD.
ORMOND BEACH, FLORIDA 32174
SITE ADDRESS:
100 SHADOW CROSSING BLVD., ORMOND BEACH, FLORIDA 32174
- PARCEL ID #412700000017
KENT PHYLLIS TR, OHANA REV TRUST 4-1-12
1729 JOHN ANDERSON DR
ORMOND BEACH, FLORIDA 32176
SITE ADDRESS:
50 ASHTON LOOK, ORMOND BEACH, FLORIDA 32174
- GRANADA BOULEVARD/STATE ROUTE 40

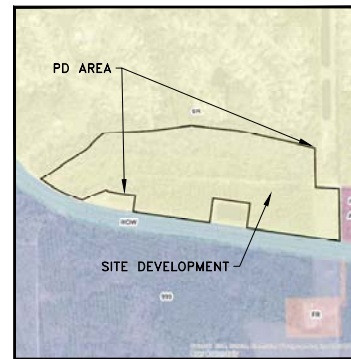


VICINITY MAP
SCALE: 1" = 2000'



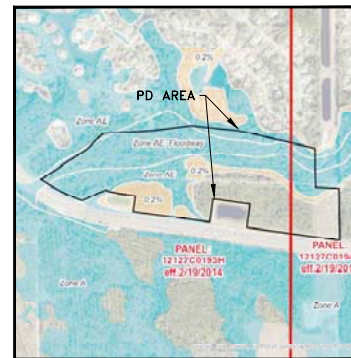
SOILS MAP
SCALE: 1" = 800'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
SOLS:
22- ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, 23- FANNION FINE SAND,
81- PONDIA ST. JONES COMPLEX, 39- SOOGRAND FINE SAND,
63- TAMMERS FINE SAND, 0 TO 5 PERCENT SLOPES, 72- WALUGULA FINE SAND



ZONING MAP
SCALE: 1" = 800'

CURRENT ZONING FOR THIS SITE IS: SUBURBAN RESIDENTIAL (SR)



FLOOD ZONE MAP
SCALE: 1" = 800'

FLOOD ZONE X & AE PER FEMA MAPS 12127C0193H & 12127C0194H

SHEET INDEX:

- PD1 COVER SHEET
PD2 EXISTING CONDITIONS PLAN
PD3 OPEN SPACE PLAN
PD4 OVERALL DEVELOPMENT PLAN
PD5 STORMWATER & ENVIRONMENTAL PLAN
PD6 UTILITY PLAN(S)
PD7 FLOOD PLAIN EXHIBIT
VT1 VEHICLE TURN PLAN

LEGAL DESCRIPTION:

NORTH PARCEL DESCRIPTION:
A PORTION OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST AS BOUNDED ON THE NORTH BY SHADOW CROSSINGS, UNIT 1, PHASE 1, OF HUNTERS RIDGE SUBDIVISION, PER OFFICIAL RECORDS BOOK 43, PAGE 77 THROUGH 81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY A 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 205, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY PARCEL B, THE CENTERLINE OF OLD TOMOKA ROAD, LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 300A, PAGE 331, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BOUNDED ON THE WEST BY THE NORTHEASTLY RIGHT-OF-WAY OF STATE ROAD # 40, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AND THE SOUTHERLY LINE OF AFORESAID SHADOW CROSSINGS, UNIT 1, PHASE 1, OF HUNTERS RIDGE SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY LINE, SOUTH 87°48'37" EAST, A DISTANCE OF 419.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 75°56'45" EAST, A DISTANCE OF 800.00 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID 236 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE ALONG SAID WESTERLY LINE, SOUTH 02°59'50" EAST, A DISTANCE OF 393.14 FEET TO THE INTERSECTION WITH THE AFORESAID CENTERLINE OF OLD TOMOKA ROAD; THENCE ALONG SAID CENTERLINE THE NEXT 3 COURSES, NORTH 87°48'50" WEST, A DISTANCE OF 1790.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 2°37'07"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 185.20 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°40'00" WEST, A DISTANCE OF 429.78 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTLY RIGHT-OF-WAY OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 1°47'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 473.91 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.98 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT 1, PHASE 1, OF HUNTERS RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°32'25" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°32'25" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 453.00 FEET; THENCE SOUTH 87°48'45" EAST, A DISTANCE OF 60.28 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF OLD TOMOKA ROAD LYING WITHIN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WESTERLY LINE OF THAT 236 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 501 AND OFFICIAL RECORDS BOOK 1335, PAGE 502, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BOUNDED ON THE WEST BY A LINE THAT IS PERPENDICULAR TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OLD TOMOKA ROAD AT ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA PART A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, SAID PUBLIC RECORDS.

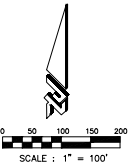
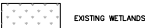
SOUTH PARCEL DESCRIPTION:
A PORTION OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A 4" X 4" COLUMNA MONUMENT MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE RUN NORTH 07°07'37" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, BEING ALSO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 1645.49 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE VARIABLE WIDTH RIGHT-OF-WAY OF FLORIDA STATE ROAD #40, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT (FSDOT) RIGHT-OF-WAY MAP, SECTION 79100-2003, SHEET 3 OF 18, REVISION DATED MARCH 11, 2014; THENCE RUN NORTH 81°50'00" WEST (NORTH 81°50'00" WEST PER SAID FSDOT MAP), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.55 FEET TO THE BEGINNING OF A 100 FOOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1251+00.4) AND BEING DESCRIBED IN WARRANTY DEED FROM INDOSS DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 81°50'00" WEST (NORTH 81°50'00" WEST PER SAID FSDOT MAP AND NORTH 81°50'00" WEST PER SAID FSDOT DEED), ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 786.47 FEET TO THE POINT OF BEGINNING OF A 100 FOOT WATER RETENTION AREA (DESIGNATED BY FOOT AT STATION 1258+00.4) AND BEING DESCRIBED IN WARRANTY DEED FROM INDOSS DEVELOPMENT INC. TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD TOMOKA ROAD AND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD TOMOKA ROAD AND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4865, PAGE 4813, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING THE SOUTHERLY LINE OF SAID OLD TOMOKA ROAD, RUN SOUTH 87°48'37" EAST, ALONG THE EASTERLY LINE OF SAID 234-FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, A DISTANCE OF 539.25 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID FLORIDA STATE ROAD #40; THENCE DEPARTING THE EASTERLY LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, A DISTANCE OF 1790.00 FEET TO THE POINT OF BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 415.00 FEET AND A CENTRAL ANGLE OF 2°37'07"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 185.20 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°42'40" WEST, A DISTANCE OF 193.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°40'00" WEST, A DISTANCE OF 429.78 FEET TO THE INTERSECTION WITH AFORESAID NORTHEASTLY RIGHT-OF-WAY LINE OF STATE ROAD # 40 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1842.08 FEET AND A CENTRAL ANGLE OF 1°47'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 473.91 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 62°54'56" WEST, A DISTANCE OF 473.98 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF SHADOW CROSSINGS, UNIT 1, PHASE 1, OF HUNTERS RIDGE SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE NEXT 5 COURSES, NORTH 56°09'23" EAST, A DISTANCE OF 562.17 FEET; THENCE NORTH 45°32'25" EAST, A DISTANCE OF 230.00 FEET; THENCE NORTH 86°32'25" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 82°45'14" EAST, A DISTANCE OF 453.00 FEET; THENCE SOUTH 87°48'45" EAST, A DISTANCE OF 60.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 50.140 ACRES, MORE OR LESS.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

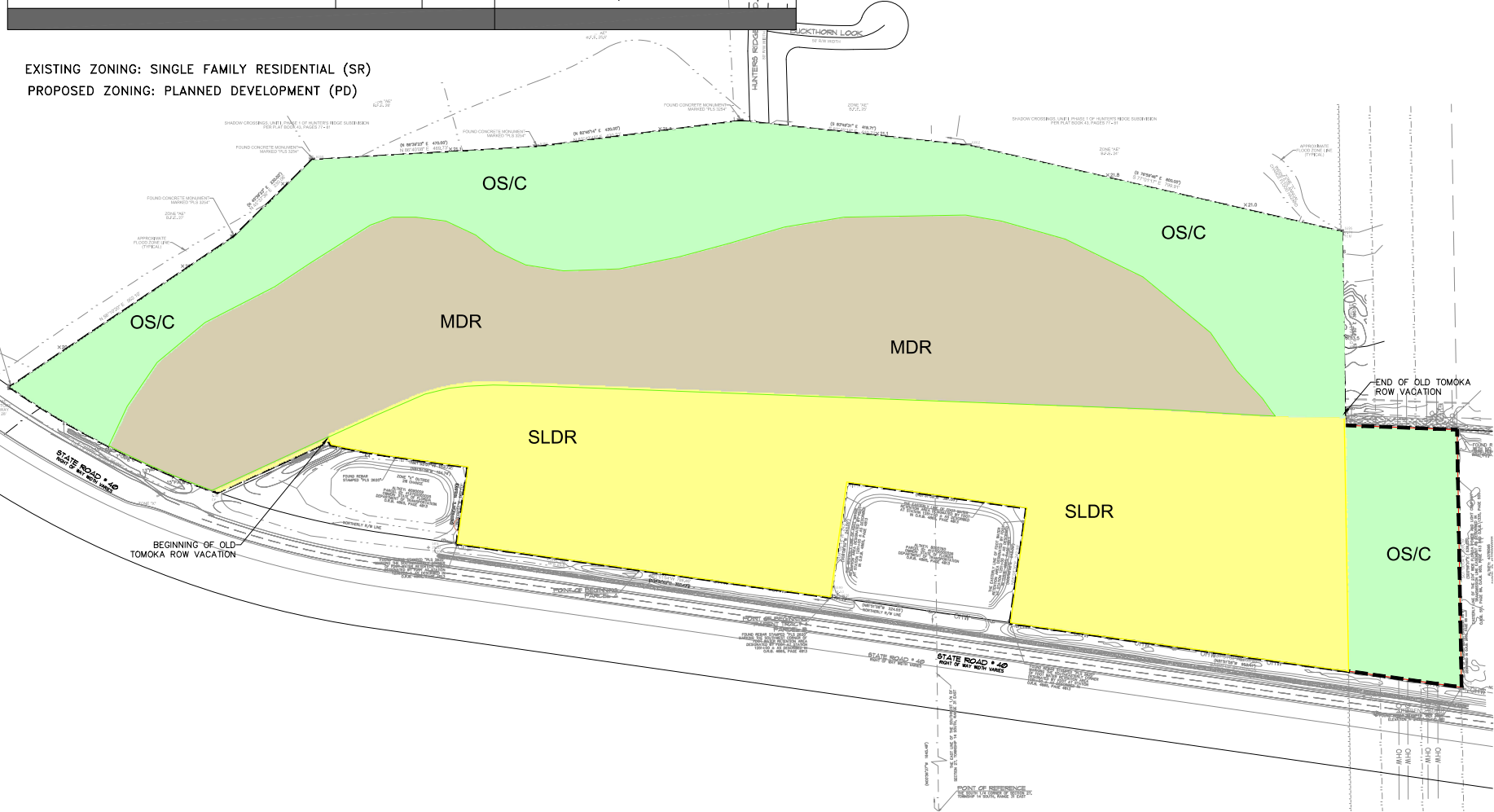
FUTURE LAND USE AREAS			
LIMITS OF PLANNED DEVELOPMENT (PD)	50.14 AC	100.00%	DENSITY-PRD
GROSS DENSITY			31 UNITS/50.14 AC = ±0.62 UNITS/AC
NETS DENSITY			31 UNITS/31.2 AC = ±0.99 UNITS/AC
HOLDING CAPACITY			73 UNITS TOTAL
SUBURBAN LOW DENSITY RESIDENTIAL (SLDR)	17.22 AC	34.34%	4.95 UNITS/AC = ±85 UNITS
	16.91 AC	33.73%	5.05 UNITS/AC = ±85 UNITS
	16.01 AC	31.93%	-----
TOTAL ALLOWABLE DENSITY	50.14 AC	100%	±170 UNITS (31 UNITS PROPOSED)

LEGEND:



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

EXISTING ZONING: SINGLE FAMILY RESIDENTIAL (SR)
PROPOSED ZONING: PLANNED DEVELOPMENT (PD)



LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
EXISTING CONDITIONS PLAN

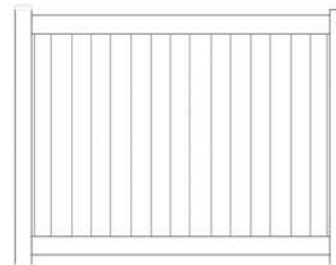
PROJECT NO: 20150219
DESIGNED BY: JLM
DRAWN BY: JLM
CHECKED BY: HK
DRAWING FILE: PL20150219DCP
DATE: 2015-02-19
WFP: 2015-02-19

PLANNED DEVELOPMENT (PD)
EXISTING CONDITIONS PLAN

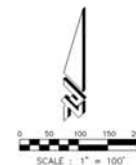
AREAS		
DEVELOPMENT AREA	16.60 AC	33.11%
TREE PRESERVATION AREA	5.74 AC	11.45%
REQUIRED TREE PRESERVATION AREA (20% OF DEVELOPMENT AREA INCLUDING TREE PRESERVATION AREA)	5.74 AC	
OPEN SPACE REMAINING	6.50 AC	12.97%
WETLAND AREA TO REMAIN	15.33 AC	30.57%
UPLAND BUFFER TO REMAIN	3.12 AC	6.22%
FPL EASEMENT	2.85 AC	5.68%
TOTAL PD AREA	50.14 AC	100%
OPEN SPACE PROPOSED	17.54 AC	34.98%

60 SF OF OUTDOOR RECREATIONAL AREA REQUIRED
PER EACH DWELLING UNIT.
31 UNITS X 60 SF = 1,860 SF REQUIRED.
PROPOSED OUTDOOR RECREATIONAL AREA = 1,900 SF

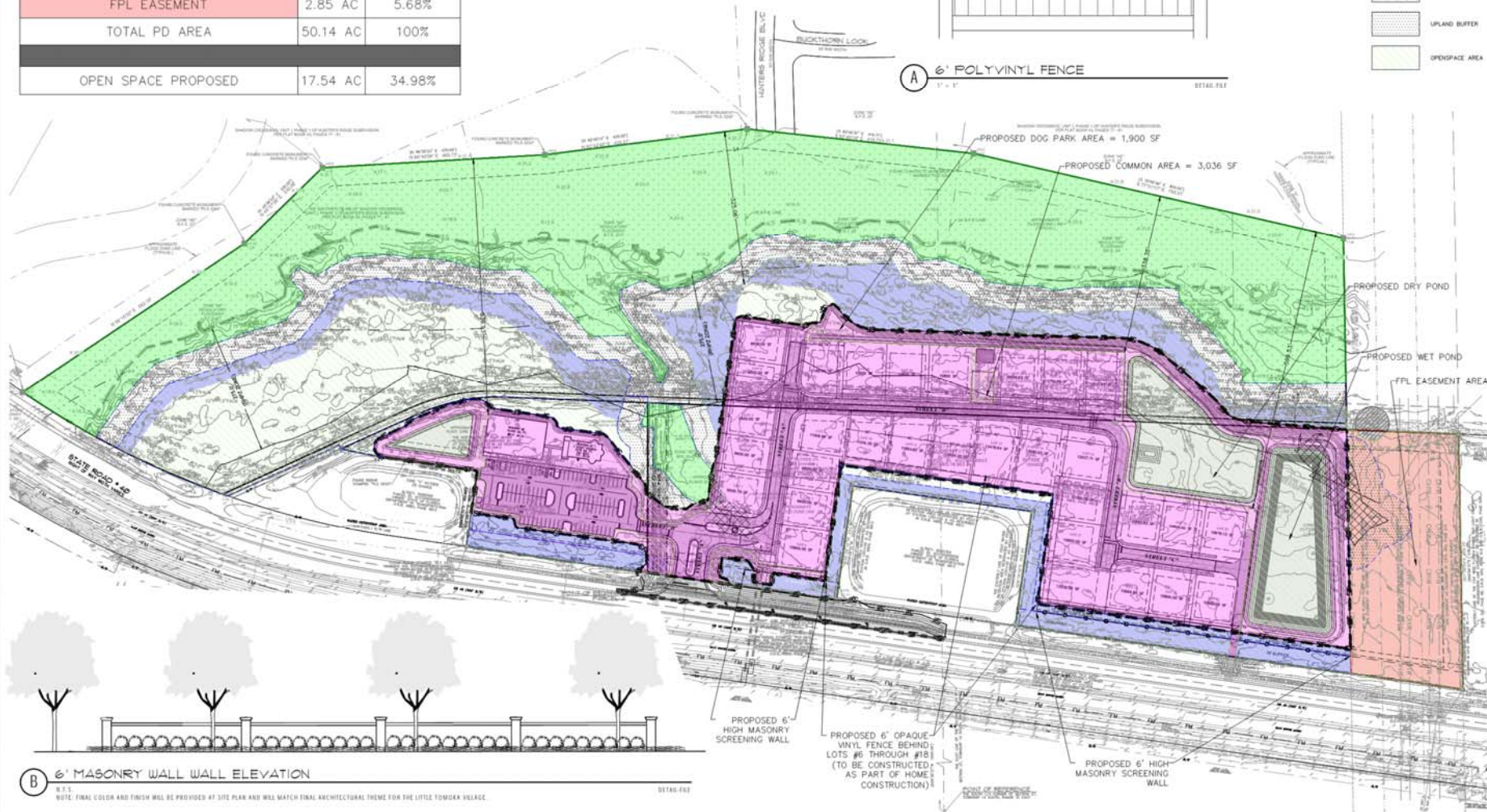
30 SF OF INDOOR RECREATIONAL AREA REQUIRED
PER EACH DWELLING UNIT.
31 UNITS X 30 SF = 930 SF REQUIRED.
PROPOSED INDOOR RECREATIONAL FLOOR SPACE PROVIDED
WITHIN THE COMMUNITY BUILDING ADJACENT TO THE
CHURCH BUILDING = 10,000 SF



A 6' POLYVINYL FENCE
1" = 1'



LEGEND:



B 6' MASONRY WALL WALL ELEVATION

NOTE: FINAL COLOR AND FINISH WILL BE PROVIDED AT SITE PLAN AND WILL MATCH FINAL ARCHITECTURAL THEME FOR THE LITTLE TOMOKA VILLAGE.

DETAIL-F02

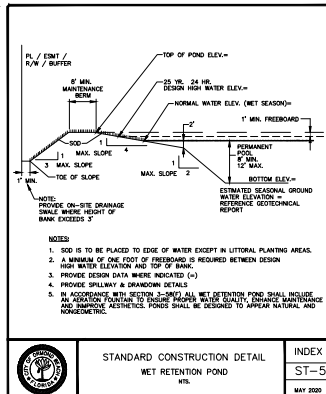


CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	DESCRIPTION
1	11/11/2019	PRELIMINARY DESIGN
2	11/11/2019	FINAL DESIGN
3	11/11/2019	FINAL DESIGN
4	11/11/2019	FINAL DESIGN
5	11/11/2019	FINAL DESIGN
6	11/11/2019	FINAL DESIGN
7	11/11/2019	FINAL DESIGN
8	11/11/2019	FINAL DESIGN
9	11/11/2019	FINAL DESIGN
10	11/11/2019	FINAL DESIGN

LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
OPEN SPACE PLAN

PROJECT NO. 22-02319
DESIGNED BY: HJMA
DRAFTED BY: JIM
CHECKED BY: JIM
DRAWING FILE: 22-02319-00P AN/PD, 2217-BASE.DWG DATE: 2023-04-10
SCALE: 1" = 100'
SHEET PD3 OF 8

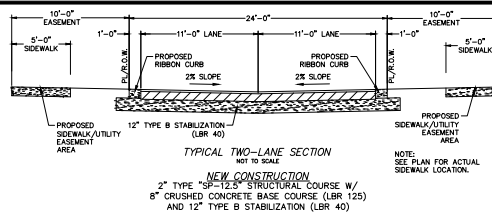


SITE DATA	
TOTAL LOT AREA	50.14 AC
CURRENTLY PROPOSED DEVELOPMENT AREA	16.60 AC
PROPOSED DEVELOPED RESIDENTIAL AREA	14.26 AC
WETLANDS IN DEVELOPED RESIDENTIAL AREA	0.33 AC
NUMBER OF LOTS	
REQUIRED ONE-AC PROTECTION AREA (2008)	5.74 AC
REQUIRED ONE-SITE TREES (17/500 S.F.)	1,458
MIN. LOT AREA	8,000 SF
MIN. LOT WIDTH	80'
MIN. LOT DEPTH	115'
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	25'
REAR YARD	20'
SIDE YARD	7.5'
SIDE CORNER YARD	25'
PERMETER TERRACE	40'
MAX. BUILDING HEIGHT *	35'
MIN. FLOOR AREA	1500 SF
MAX. BULKY COVERAGE	50%
MAX. IMPERVIOUS COVER	75%

* FOR THE CHURCH SITE THE BUILDING HEIGHT WILL BE 35 FT. HOWEVER THE BELL TOWER, STEEPLE, SPIRE OR OTHER ATTACHED OR FREESTANDING ACCESSORY STRUCTURE MAY BE A MAXIMUM OF 75 FT ABOVE THE MEAN SITE ELEVATION..

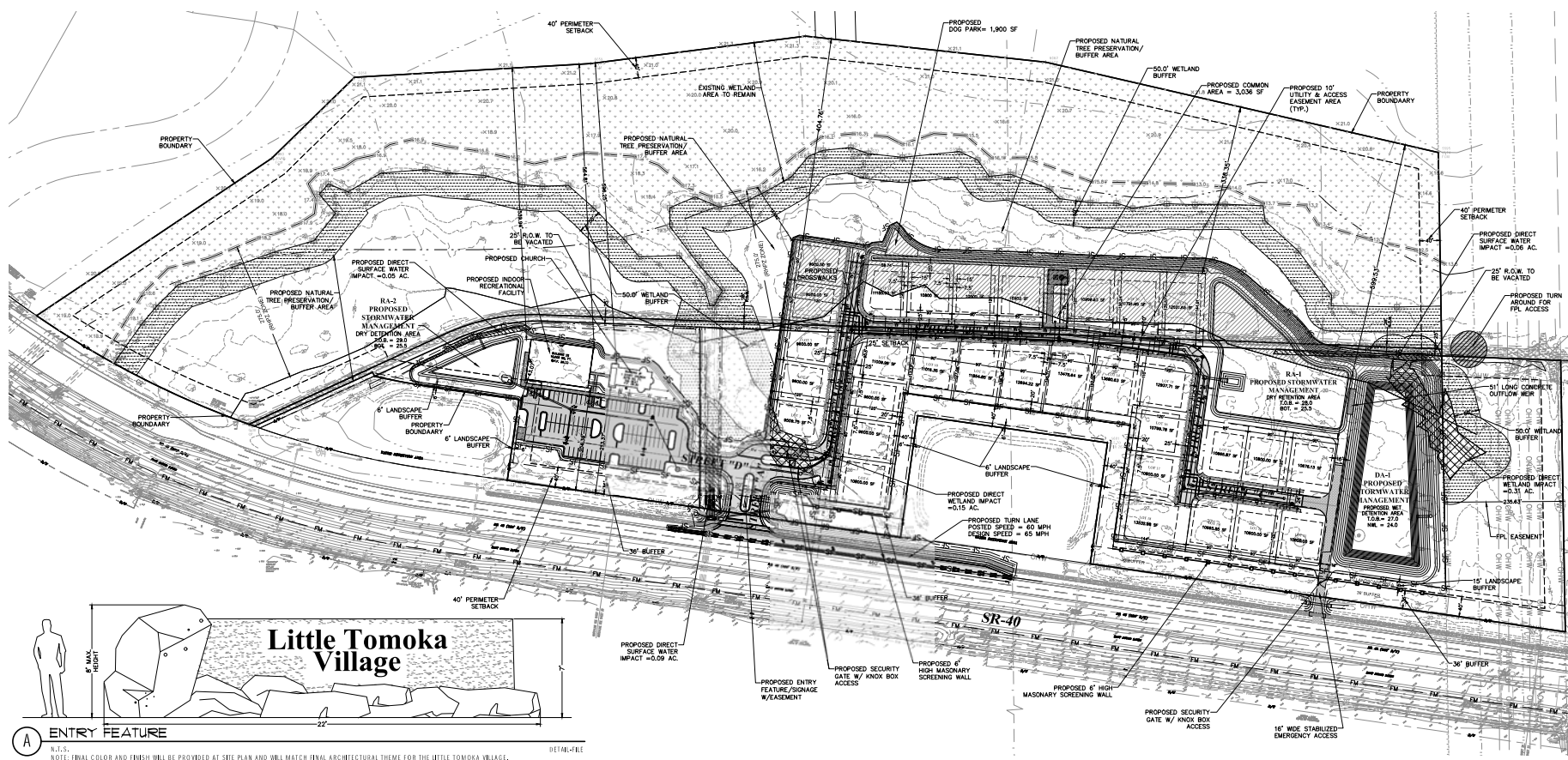
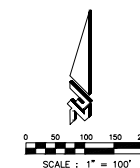
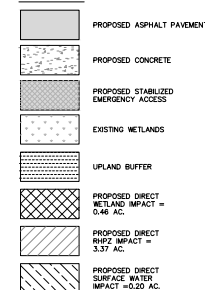
60 SF OF OUTDOOR RECREATIONAL AREA REQUIRED PER EACH DWELLING UNIT.
31 UNITS X 60 SF = 1,860 SF REQUIRED.
PROPOSED OUTDOOR REC. AREA = 1,900 SF

30 SF OF INDOOR RECREATIONAL FLOOR SPACE PER EACH DWELLING UNIT.
31 UNITS X 30 SF = 900 SF REQUIRED.
PROPOSED INDOOR RECREATIONAL FLOOR SPACE PROVIDED IN ADJACENT CHURCH SITE = 10,000 SF



PARKING CALCULATIONS:			
USE	PARKING REQUIREMENT	SF/UNITS	SPACES REQUIRED
SINGLE FAMILY RES.	2 SPACE PER UNIT	31	62
HOUSE OF WORSHIP	1 SPACE PER 3 SEATS	100 SEATS	34
COMMUNITY USE CTRL.	1 SPACE PER 200 SF	10,000 SF	50
			146
PARKING SPACES PROVIDED:			148
84 SPACES REQUIRED FOR THE CHURCH SITE			
HANDICAP PARKING REQUIRED:		4 SPACES	
HANDICAP PARKING PROVIDED:		4 SPACES	

LEGEND:

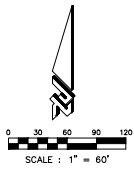


Little Tomoka Village

ENTRY FEATURE

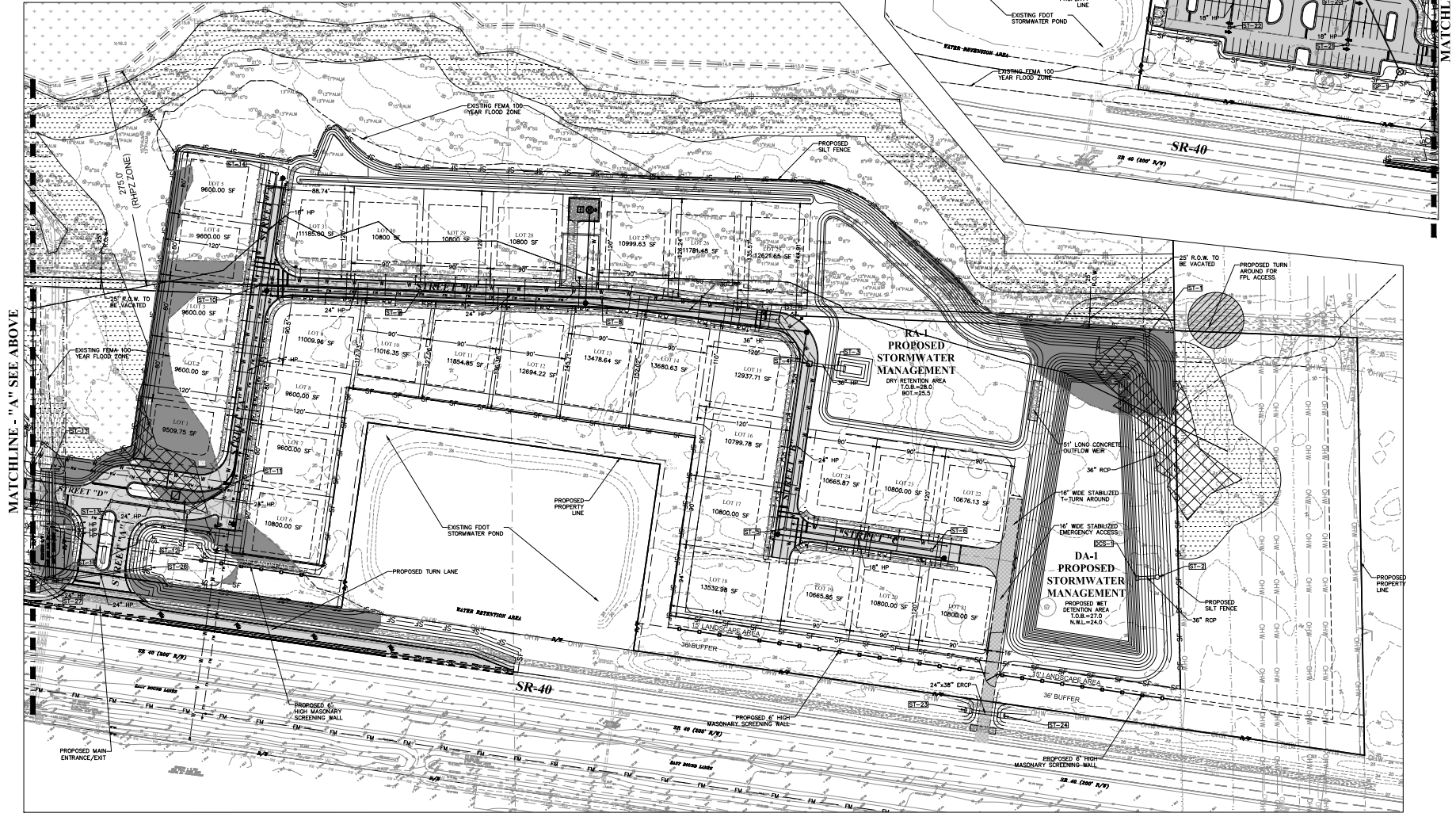
NOTE: FINAL COLOR AND FINISH WILL BE PROVIDED AT SITE PLAN AND WILL MATCH FINAL ARCHITECTURAL THEME FOR THE LITTLE TOMOKA VILLAGE.

DETAIL-FILE



LEGEND:

- | | | | |
|--|------------------------------------|--|--------------------------------------|
| | PROPOSED ASPHALT PAVEMENT | | EXISTING WETLANDS |
| | PROPOSED CONCRETE | | PROPOSED DIRECT WETLAND IMPACT |
| | PROPOSED FEMA FLOOD ZONE AE IMPACT | | UPLAND BUFFER |
| | PROPOSED STORMWATER INLET | | PROPOSED STABILIZED EMERGENCY ACCESS |
| | PROPOSED STORMWATER MANHOLE | | |
| | PROPOSED MES | | |



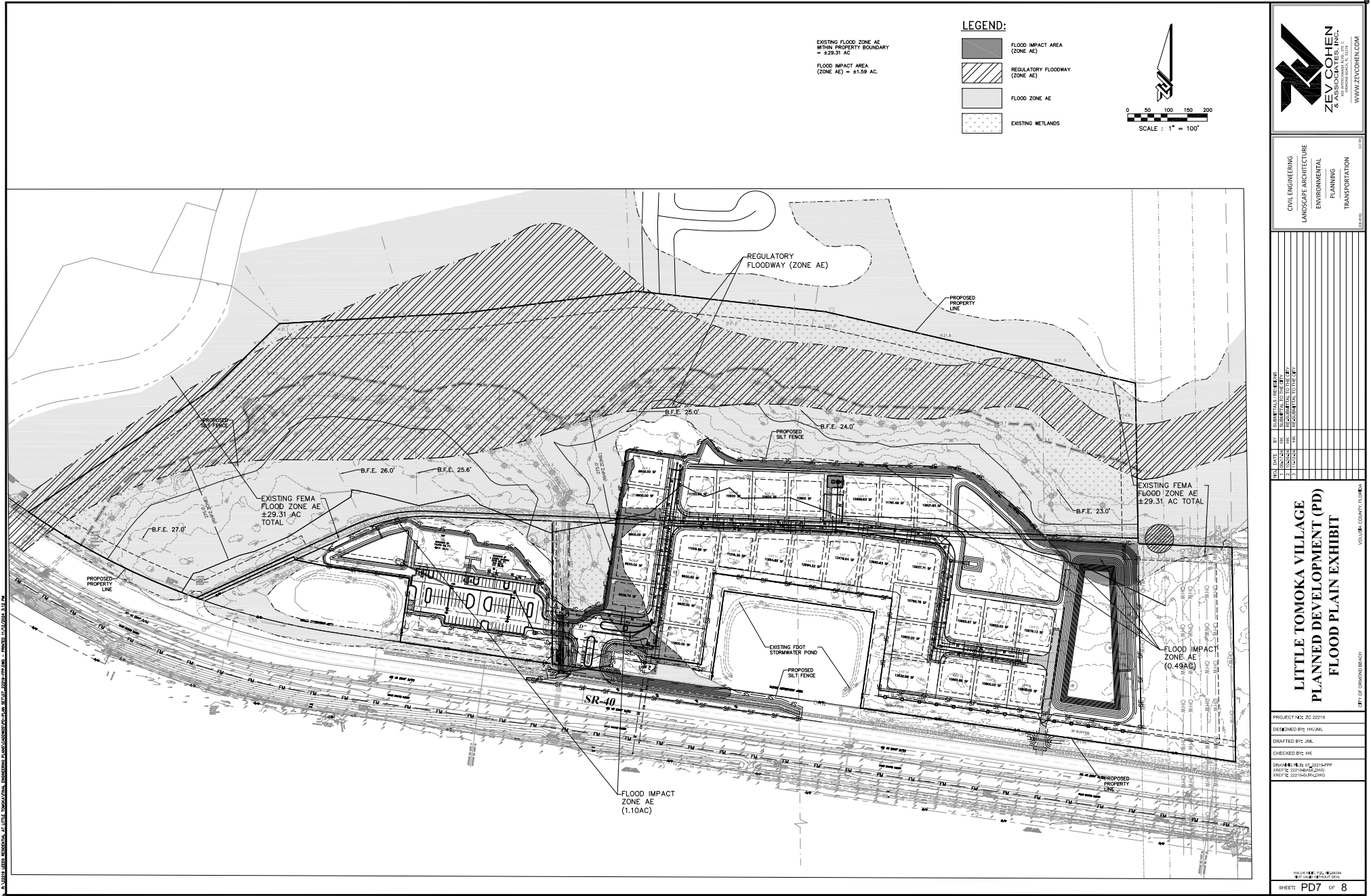
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISION
1	11/20/2019	JM	ISSUED FOR PERMIT
2	12/20/2019	JM	REVISION TO THE CITY
3	1/20/2020	JM	REVISION TO THE CITY

**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
STORMWATER &
ENVIRONMENTAL PLAN**

CITY OF ORANGE COUNTY, FLORIDA

PROJECT NO: 20-32219
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 20-32219PD
WATER: 20-32219PD.WAT
WETLANDS: 20-32219PD.WET



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION	REVISION
1	11/14/2019	JLM	ISSUED FOR PERMIT	
2	11/14/2019	JLM	REVISION TO THE SET	
3	11/14/2019	JLM	REVISION TO THE SET	

**LITTLE TOMOKA VILLAGE
PLANNED DEVELOPMENT (PD)
FLOOD PLAIN EXHIBIT**

PROJECT NO: 20-0019
DESIGNED BY: JLM/JLM
DRAWN BY: JLM
CHECKED BY: HK
CROSSING: 11/15/2019
DATE: 11/15/2019
REV: 11/15/2019

11/15/2019 11:15 AM
11/15/2019 11:15 AM
11/15/2019 11:15 AM

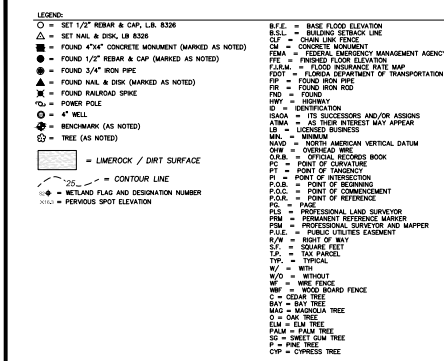
LG
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640

SEE SURVEYOR'S CERTIFICATE

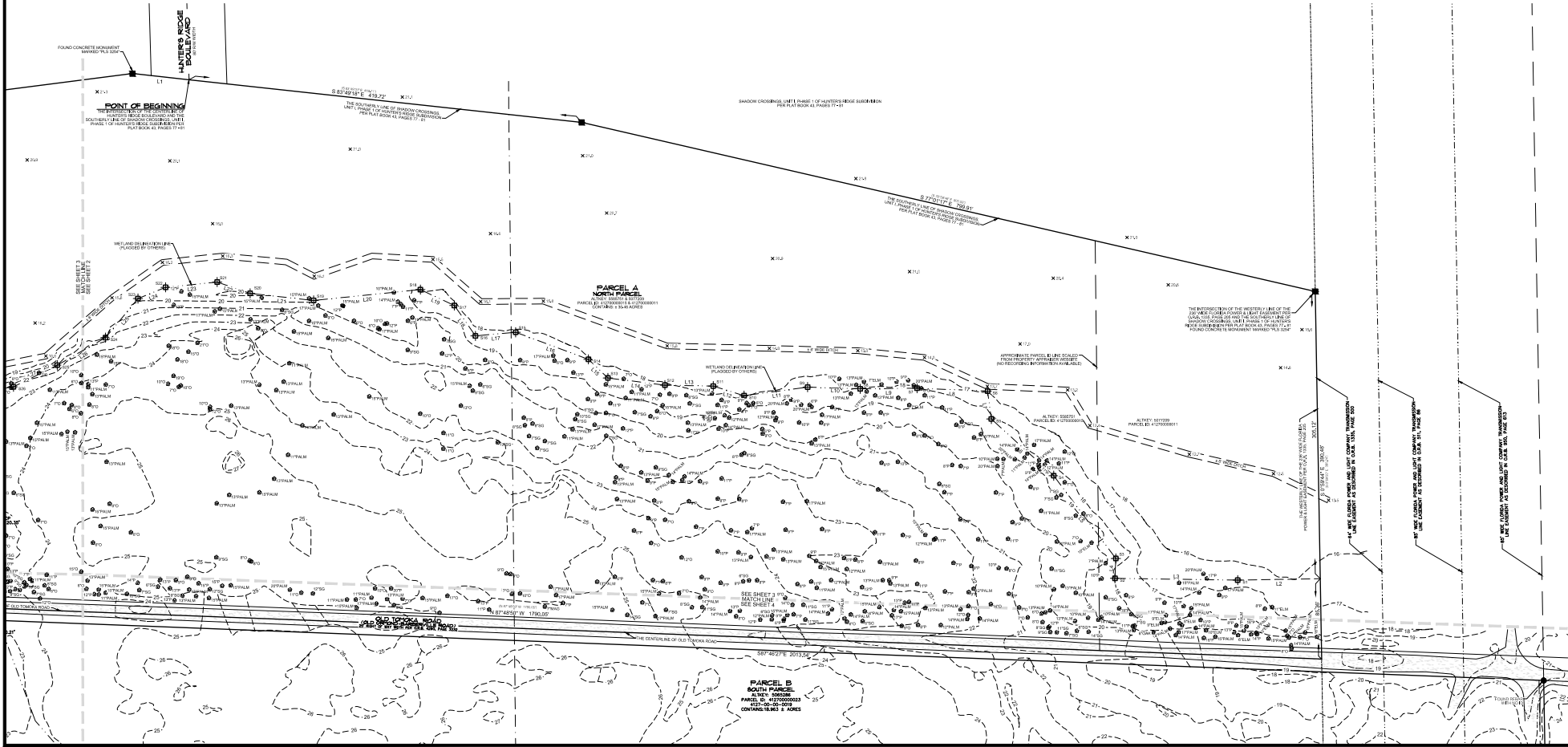
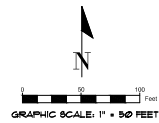
CERTIFIED TO:
THE SURVEYOR'S CERTIFICATE

LOOD ZONE NOTE:
BASED UPON EXAMINATION OF FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12127C0193H & 12127C0194L, BOTH WITH AN EFFECTIVE DATE FEBRUARY 19, 2014, VOLusia COUNTY, FLORIDA. THIS PROPERTY LIES IN ZONE "X". AREAS DETERMINED TO BE INSIDE & OUTSIDE OF FLOOD ZONE "X" ARE BASED UPON THE FIRM WITH A BASE FLOOD ELEVATION OF 23', 26.6', 26', 27' & 28'.

SHEET NUMBER 2 OF 4	DRAWN BY: KLM
	CHECKED BY: J.A.
	SURVEY DATE: JAN-2011
	FIELD BOOK: BOOK 3, PAGES 181
	REVISION: N/A
PROJECT NUMBER: 22-051	

[illegible]

LINE TABLE		
LINE #	DIRECTION	LENGTH
1.2	S 80°E 10.70 W	87.69
1.3	N 70°E 10.70 W	87.69
1.4	N 70°E 10.70 W	87.69
1.5	N 60°E 10.50 W	118.83
1.6	N 47°40'30" W	80.62
1.7	N 77°E 10 W	20.82
1.8	N 67°42'30" W	75.59
1.9	S 89°21'31" W	70.37
1.10	N 68°03'30" W	86.81
1.11	S 82°22'40" W	55.45
1.12	N 72°49'22" W	34.59
1.13	N 68°03'30" W	16.37
1.14	S 82°22'40" W	21.37
1.15	N 64°05'50" W	28.83
1.16	S 83°37'40" W	20.94
1.17	S 84°55'50" W	42.91
1.18	N 70°52'44" W	39.28
1.19	N 64°51'52" W	36.89
1.20	S 84°11'00" W	13.15
1.21	S 83°37'40" W	87.21
1.22	S 83°37'40" W	72.28
1.23	S 80°03'30" W	81.37
1.24	S 69°04'50" W	53.72
1.25	S 39°04'14" W	31.66
1.26	S 49°11'30" W	50.07
1.27	S 83°41'40" W	83.87



ALTA / NSPS LAND TITLE SURVEY LOCATED IN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA

- LEGEND:
- = SET 1/2" REBAR & CAP, L.B. 8326
 - = SET NAIL & DISK, L.B. 8330
 - = FOUND 4"x4" CONCRETE MONUMENT (MARKED AS NOTED)
 - = FOUND 1/2" REBAR & CAP (MARKED AS NOTED)
 - ▲ = FOUND 3/4" IRON PIPE
 - ▲ = FOUND NAIL & DISK (MARKED AS NOTED)
 - ✕ = FOUND RAILROAD SPIKE
 - ⊙ = POWER POLE
 - = 4" WELL
 - = BENCHMARK (AS NOTED)
 - = TREE (AS NOTED)
 - = BASE FLOOD ELEVATION
 - = BUILDING SETBACK LINE
 - = CHAIN LINK FENCE
 - = CONCRETE MONUMENT
 - = FEDERAL AGENCY MANAGEMENT AGENCY
 - = FLOOD INSURANCE RATE MAP
 - = FLORIDA DEPARTMENT OF TRANSPORTATION
 - = FOUND IRON PIPE
 - = FOUND IRON ROD
 - = FOUND
 - = IDENTIFICATION
 - = ITS SUCCESSIONS AND/OR ASSIGNS
 - = AS THEIR INTEREST MAY APPEAR
 - = LICENSED BUSINESS
 - = MINIMUM
 - = NORTH AMERICAN VERTICAL DATUM
 - = OVERSEAS MILE
 - = OFFICIAL RECORD BOOK
 - = POINT OF INTERSECTION
 - = POINT OF TANGENCY
 - = POINT OF BEGINNING
 - = POINT OF COMMENCEMENT
 - = POINT OF REFERENCE
 - = PROFESSIONAL LAND SURVEYOR
 - = PERMANENT REFERENCE MARKER
 - = PROFESSIONAL SURVEYOR AND MAPPER
 - = PUBLIC UTILITIES EASEMENT
 - = ROAD OR WAY
 - = SQUARE FEET
 - = TAX PARCEL
 - = TYPICAL
 - = WITHOUT
 - = WIDE FENCE
 - = WOOD BOARD FENCE
 - = CROWN TREE
 - = BAY TREE
 - = MAGNOLIA TREE
 - = CROWN TREE
 - = ELM TREE
 - = PALM TREE
 - = SWEET GUM TREE
 - = PINE TREE
 - = CYPRESS TREE
 - = LIMEROCK / DIRT SURFACE
 - = CONTOUR LINE
 - = WETLAND FLAG AND DESIGNATION NUMBER
 - = PREVIOUS SPOT ELEVATION

LINE #	DIRECTION	LENGTH
1	S 89°48'42" E	9.227
2	S 89°48'42" E	9.227
3	S 89°48'42" E	9.227
4	S 89°48'42" E	9.227
5	S 89°48'42" E	9.227
6	S 89°48'42" E	9.227
7	S 89°48'42" E	9.227
8	S 89°48'42" E	9.227
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10	S 89°48'42" E	9.227
11	S 89°48'42" E	9.227
12	S 89°48'42" E	9.227
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15	S 89°48'42" E	9.227
16	S 89°48'42" E	9.227
17	S 89°48'42" E	9.227
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19	S 89°48'42" E	9.227
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21	S 89°48'42" E	9.227
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23	S 89°48'42" E	9.227
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26	S 89°48'42" E	9.227
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39	S 89°48'42" E	9.227
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49	S 89°48'42" E	9.227
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51	S 89°48'42" E	9.227
52	S 89°48'42" E	9.227
53	S 89°48'42" E	9.227
54	S 89°48'42" E	9.227
55	S 89°48'42" E	9.227
56	S 89°48'42" E	9.227
57	S 89°48'42" E	9.227
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59	S 89°48'42" E	9.227
60	S 89°48'42" E	9.227
61	S 89°48'42" E	9.227
62	S 89°48'42" E	9.227
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86	S 89°48'42" E	9.227
87	S 89°48'42" E	9.227
88	S 89°48'42" E	9.227
89	S 89°48'42" E	9.227
90	S 89°48'42" E	9.227
91	S 89°48'42" E	9.227
92	S 89°48'42" E	9.227
93	S 89°48'42" E	9.227
94	S 89°48'42" E	9.227
95	S 89°48'42" E	9.227
96	S 89°48'42" E	9.227
97	S 89°48'42" E	9.227
98	S 89°48'42" E	9.227
99	S 89°48'42" E	9.227
100	S 89°48'42" E	9.227

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C2	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C3	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C4	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C5	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C6	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C7	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C8	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C9	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C10	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C11	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C12	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C13	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C14	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C15	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C16	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C17	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C18	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C19	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C20	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C21	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C22	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C23	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C24	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C25	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C26	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C27	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C28	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C29	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C30	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C31	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C32	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C33	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C34	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C35	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C36	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C37	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C38	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C39	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C40	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C41	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C42	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C43	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C44	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C45	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C46	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C47	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C48	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C49	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C50	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C51	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C52	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C53	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C54	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C55	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C56	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C57	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C58	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C59	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C60	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C61	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C62	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C63	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C64	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C65	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C66	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C67	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C68	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C69	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C70	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C71	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C72	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C73	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C74	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C75	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C76	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C77	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C78	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C79	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C80	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C81	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C82	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C83	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C84	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C85	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	186.27
C86	186.27	186.27	90°00'00"	N 89°48'42" E	186.27	1

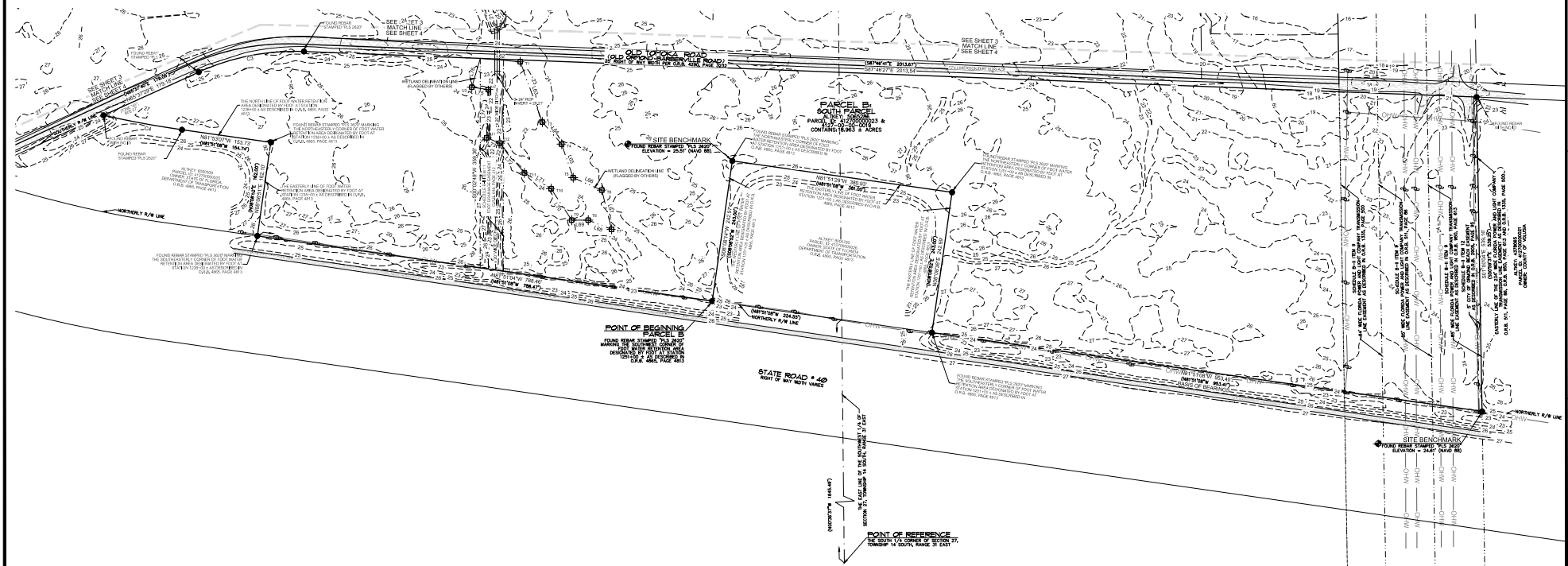
[illegible]

LINE TABLE		
LINE #	DIRECTION	LENGTH
L62	S 89°04'44" E	86.24
L63	S 201°10'1" E	110.69
L64	S 41°11'04" E	10.20
L65	S 95°58'27" E	88.68
L66	S 62°07'31" E	53.21
L67	S 143°00'1" E	89.20
L68	N 69°30'00" W	43.68
L69	S 89°50'25" W	35.47
L70	N 33°01'31" W	44.87
L71	N 59°23'55" W	55.17
L72	N 39°26'13" W	86.29
L73	N 68°55'52" W	76.45
L74	N 1°03'44" E	83.29
L75	N 81°37'42" W	26.62
L76	N 9°18'28" E	51.29

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	199.20	415.00	26°30'51"	95.64	S 81°02'48" E	193.61
(E1)	199.20	415.00	26°30'51"	N/A	S 70°34'48" E	193.61
C2	473.13	1862.00	14°40'53"	238.27	N 70°34'48" E	473.08
(E2)	473.13	1862.00	14°40'53"	N/A	N 02°54'00" E	473.08
C3	180.16	458.00	20°38'35"	94.97	N 70°34'32" E	184.37
(E3)	180.16	458.00	20°38'35"	N/A	N 70°34'32" E	184.37
C4	126.89	908.00	19°21'11"	65.57	N 72°23'08" E	126.87
(E4)	126.82	908.00	19°21'11"	N/A	N 72°23'47" E	126.80

[illegible]

- LEGEND:
- = SET 1/2" REBAR & CAP. LBS. 8208
 - △ = SET 1" REBAR & DOP. LBS. 8209
 - = FOUND 3/4" CONCRETE MONUMENT (MARKED AS NOTED)
 - = FOUND 1/2" REBAR & CAP (MARKED AS NOTED)
 - ▲ = FOUND 1" REBAR & CAP (MARKED AS NOTED)
 - ▲ = FOUND LAL & DOP (MARKED AS NOTED)
 - ✕ = FOUND RAILROAD SPIKE
 - ⊙ = POWER POLE
 - = 4" WELL
 - = BENCHMARK (AS NOTED)
 - = TREE (AS NOTED)
 - = BASE FLOOD ELEVATION
 - B.S.L. = BUILDING SETBACK LINE
 - C.F. = CURB LINE ELEVATION
 - CON = CONCRETE MONUMENT
 - ITEM = FEDERAL BUREAU OF MANAGEMENT AGENCY
 - FLR.A. = FLOOD INSURANCE RATE MAP
 - FSD = FLOOD SOURCE DATA
 - FRD = FLOOD RISK FIVE
 - FTR = FLOOD TRANSPORTATION
 - FND = FLOOD
 - H.W. = HIGHWAY
 - ID = IDENTIFICATION
 - IGDA = INSURANCE SUCCESSORS AND/OR ASSIGNS
 - INT = INTEREST MAY BE ASSIGNED
 - LOC = LOCATED
 - LOC = LOCATED
 - N.A.B. = NORTH AMERICAN DATUM
 - N.O.D. = OFFICIAL RECORD BOOK
 - OC = POINT OF CORRUPTION
 - PT = POINT OF TANGENCY
 - PI = POINT OF INTERSECTION
 - POC = POINT OF COMMENCEMENT
 - P.O.R. = POINT OF REFERENCE
 - PRI = PAVE
 - PRI = PROFESSIONAL LAND SURVEYOR
 - PRM = PERSONNEL REFERENCE MATERIAL
 - PRM = PROFESSIONAL SURVEYOR AND MAPPER
 - P.U.E. = PUBLIC UTILITIES EASEMENT
 - R.F. = RIGHT OF WAY
 - R.F. = RIGHT OF WAY
 - T.P. = TRAIL PILE
 - T.P. = TRAIL PILE
 - W / = WITH
 - W / = WITH
 - W.F. = WIRE FENCE
 - W.F. = WOOD BOARD FENCE
 - C = CEADAR TREE
 - B = BAY TREE
 - MAG = MAGNOLIA TREE
 - S = SASS TREE
 - PA = PALM TREE
 - PA.M. = PALM TREE
 - P = PINE TREE
 - W.P. = WYOMING TREE
 - C.P. = CYPRESS TREE
- = LIMBEROCK / DIRT SURFACE
- = CONTOUR LINE
- = TRAILING PILE AND DEGRADATION NUMBER
- = PREVIOUS SPOT ELEVATION



4 OF 4

Planning Board minutes from December 12, 2024

ITEM:

PZ-2024-068(B)

Little Tomoka Village,
Planned Residential Development,
Issuance of a Development Order

Recommended for Approval (4-2)

V. APPROVAL OF MINUTES

A. October 29, 2024 Minutes

Vice Chair Shull entertained a motion to approve the October 29, 2024 Minutes.

Mr. Galloway moved to approve the October 29, 2024 Minutes. Mr. Jorczak seconded the motion. Vote was called, and the motion was approved (6-0).

B. November 14, 2024 Minutes

Vice Chair Shull entertained a motion to approve the November 12, 2024 Minutes.

Mr. Galloway moved to approve the November 12, 2024 Minutes. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No Report.

VII. PUBLIC HEARINGS

A. PZ-2024-68 (A) – Little Tomoka Village, Planned Residential Development, Zoning Map Amendment; and,

B. PZ-2024-68(B) – Little Tomoka Village, Planned Residential Development, Issuance of a Development Order

Mr. Steven Spraker, City Planning Director introduced the two applications. He stated that the applications for a Zoning Map Amendment and Issuance of a Development Order are related and would be presented together. Mr. Spraker stated each application would require the Planning Board to provide a recommendation independently.

Mr. Spraker stated that the first application is a Zoning Map Amendment from SR, Suburban Residential to PRD, Planned Residential Development. He reviewed the property under application and described the land owned by Glen Fishman, as Trustee of the Little Tomoka Land Trust, dated January 26, 2021. This land area is part of the Hunter's Ridge Development of Regional Impact and allows 50 multi-family units such as patio, cluster, or town house units. Mr. Spraker discussed the land area owned by Saint Mary Macedonian Orthodox Church, Inc. He displayed the location of the Florida Department of Transportation retention ponds and Old Tomoka Road. Mr. Spraker stated that Old Tomoka Road is a Volusia County right-of-way that is being sought to be vacated within the project limits. He showed the location of the Little Tomoka River.

Mr. Spraker reviewed the project land uses of "Open Space/Conservation" (16.01 acres), "Medium Density Residential" (16.91 acres), and "Suburban Low Density Residential" (17.22 acres). He stated that the project has 34.13 acres of developable area within the "Medium Density Residential" and "Suburban Low Density Residential" land uses.

Mr. Spraker stated that the Site Plan Review Committee is recommending approval of the Zoning Map Amendment.

Mr. Spraker introduced the second application (PZ-2024-68(B)) of the Issuance of a Development Order. He stated the subdivision of land within the “Suburban Low Density Residential” land use is a three step process that starts with a Planned Residential Development. The Planned Residential Development is a zoning document that includes review by the Site Plan Review Committee, a neighborhood meeting, review and recommendation by the Planning Board, and final action by the City Commission. Mr. Spraker reiterated that the Planned Residential Development is a zoning document and does not contain engineering construction plans.

Mr. Spraker stated the next step in the subdivision process is a Preliminary Plat which are construction documents. The Preliminary Plat contains stormwater design and a full set of construction details. He stated this process also requires review by the Site Plan Review Committee, review and recommendation by the Planning Board, and final action by the City Commission. Mr. Spraker stated that the final step in the subdivision process is a Final Plat which as a legal document that allows the subdivision of land. He stated that a Final Plat requires review by the Site Plan Review Committee, review and recommendation by the Planning Board, and final action by the City Commission.

Mr. Spraker reviewed the development order application and provided the following information:

- Project size is 50.14 acres.
- 31 residential units.
- House of Worship (3,218-square-feet) and amenities building (10,000-square-feet).
- Residential density is one unit per acre in “Medium Density Residential” and “Suburban Low Density Residential” land uses.
- Subdivision is to be private and gated.
- Internal sidewalks proposed.
- Dog park proposed.
- Greenbelt buffers exceeded.
- Perimeter buffers and setbacks exceeded.
- Adequate school capacity letter provided.
- Environmental Assessment Report provided.
- Project committed to a higher design standard for stormwater.
- Traffic memorandum prepared. Project does not generate enough trips to require a Traffic Impact Analysis.
- Improvements to West Granada Boulevard would be determined by the Florida Department of Transportation (FDOT).

Mr. Spraker stated traffic, Old Tomoka Road, stormwater and flooding, impacts to wildlife, and the Planned Development process were items discussed at the neighborhood meeting.

Mr. Spraker stated that the Site Plan Review Committee (SPRC) recommends approval of the Development Order and that additional project submittals would be required with public hearings. The tentative City Commission dates are January 21, 2025 and February 4, 2025.

Board Discussion and Questions

Vice Chair Shull opened it up to the Board for discussion and questions.

Mr. du Moulin inquired if the project would use septic systems. Mr. Spraker confirmed that the project would connect to City sewer services and that there is a capital project that would extend sewer along the project boundary.

Mr. Scudiero asked how the widening of SR40, West Granada Boulevard, may impact the project. Mr. Spraker responded that there is a current Florida Department of Transportation project from Williamson Boulevard to Breakaway Trails to expand the roadway to six (6) lanes. He explained that this project is not funded at this time. Mr. Spraker stated that based on resident concerns, staff has discussed the intersection of Shadow Crossings Boulevard and West Granada Boulevard with Florida Department of Transportation. He stated that the Florida Department of Transportation provided two studies of the intersection from 2019 and 2021. He stated that Florida Department of Transportation did offer to update the studies if conditions have changed. Mr. Spraker stated the two signal warrant studies did not warrant a traffic signal at that time and conditions could change to warrant a traffic signal at some point in the future.

Mr. Scudiero asked about the roadway within the original Development of Regional Impact that showed a crossing of the Little Tomoka River. Mr. Spraker stated that the Hunter's Ridge Development of Regional Impact did not have the right-of-way to connect to West Granada Boulevard. Mr. Spraker continued that the potential environmental impacts would preclude the construction of the roadway.

Mr. Jorczak sought to confirm that all the traffic leaving the project would make a right hand turn and go west on West Granada Boulevard and perform a U-turn to go in an east direction on West Granada Boulevard. Mr. Spraker stated that the applicant has the project transportation engineer in attendance and they can describe the traffic pattern. Mr. Spraker confirmed that the project driveway would be a right in and right out from West Granada Boulevard. He confirmed that if vehicles desired to go east on West Granada Boulevard, they would need to make a U-turn movement at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Spraker showed an aerial of intersection of Shadow Crossings Boulevard and West Granada Boulevard.

Applicant's Presentation

Mr. Mark Watts, Esquire, Cobb Cole Law Firm, 231 Woodland Boulevard, DeLand, stated he was the project attorney. He stated staff's presentation provided the land use and regulatory framework of the applications. Mr. Watts reviewed the project's land uses and stated the project team focused on the traits of the property rather than the existing entitlements. He stated that this included being closer to West Granada Boulevard and clustering of units.

Mr. Watts reviewed the future land use entitlements that included the 50 multi-family units of Old Tomoka Road which would require a site plan only for construction. He continued that the maximum allowable density is 170 units for the total project. Mr. Watts stated the proposed project includes 31 lots in a gated subdivision, plus a House of Worship and related community facility.

Mr. Watts stated that this is a mixed use project. He stated that the project team sought to set back as far as possible from the Little Tomoka River and protect the existing

wetlands. Mr. Watts continued that the project design has limited use of the “Medium Density Residential” land use acreage, leaving this area as a buffer to the environmental areas and Hunter’s Ridge subdivision. He stated that the Old Tomoka Road right-of-way is the dividing line to the “Medium Density Residential” land use. Mr. Watts stated that the vast majority of the project development is south of the Old Tomoka Road right-of-way.

Mr. Watts stated that 33.1 percent of the site is proposed for development activity with 66.9 percent preserved in conservation. The development area is close to West Granada Boulevard in a cluster design with areas of tree preservation, upland buffers, and wetland preservation.

Mr. Galloway asked Mr. Watts to show the location of the Little Tomoka River. Mr. Watts provided a site plan and provided the Little Tomoka River location. Mr. Galloway inquired to the retention area for the project. Mr. Watts reviewed the stormwater areas and the tree preservation areas of the project.

Mr. Watts discussed past versions of development plans for this property stating that some concepts had smaller lots and more density. He referenced the Il Villaggio subdivision on West Granada Boulevard that has similar characteristics with patio homes. Mr. Watts stated the focus of the project was to keep similar lot sizes as the existing Hunter’s Ridge subdivision with lots of 9,500 square feet and higher. He stated that the subdivision is proposed to be gated. Mr. Watts stated the residential component of the project will be working with the House of Worship to construct those improvements, such as roadways, water and sewer. He confirmed that the project will be connected to City sewer services. Mr. Watts stated that there is no school or other day care uses planned in association with the House of Worship.

Mr. Watts stated that the project design seeks to minimize floodplain impacts, a concern that they heard at the neighborhood meeting. He stated at the neighborhood meeting there was discussion that someone constructed a dam within the Little Tomoka River to the east of the property. Mr. Watts stated that they sent the environmental consultant to investigate the flow of the Little Tomoka River and it was flowing well on their visit. Mr. Watts re-iterated that this process is a zoning process with a lot of technical design required as the project moves forward. The project will work with City staff and the St. Johns River Water Management District regarding the flow of the Little Tomoka River. Mr. Watts stated that stormwater is on everyone’s mind and has been a key topic the last 6 or 8 weeks. This project has committed to design to a higher stormwater standard of required 100-year storm event. Mr. Watts concluded some jurisdictions are considering making the 100-year storm event the requirement for stormwater design.

Vice Chair Shull asked where the Little Tomoka River comes into the property and where does it exist the property. Mr. Watts stated that the Little Tomoka River comes into the site from under West Granada Boulevard on the western edge of the property. He stated it flows through the property and then north and east. Mr. Scudiero stated that the Little Tomoka River runs through Hunter’s Ridge and Breakaway Trails.

Mr. Watts stated that Hunter’s Ridge residents raised questions of the proximity of the project to Hunter’s Ridge Boulevard and the Little Tomoka River. He explained that after the neighborhood meeting the cul-de-sac was removed and the lot widths were reduced to pull further away from the Little Tomoka River. Mr. Watts stated

that there is approximately 400 feet from any lot within the Hunter's Ridge subdivision. He stated that was good input from the neighborhood meeting.

Mr. Scudiero asked if the cul-de-sac made a difference in the site plan design. Mr. Watts stated the cul-de-sac was designed to provide access to two or three lots and emergency vehicle turning movements. He credited the project civil engineer for providing a redesign that allowed lot access and fire department access.

Mr. Watts introduced Kirsten Fawcett, Lassiter Transportation Group, as the project's transportation consultant. Ms. Fawcett stated that the project does not have any data for the queue at Shadow Crossings Boulevard and West Granada Boulevard intersection because the project does not meet the criteria for a traffic study requirement. She stated that there was a pre-application meeting conducted with the Florida Department of Transportation for this project. Ms. Fawcett stated that the project would be required a right in and right out project access point and would not meet the criteria for a full access median. She reviewed the project's U-turn movements at Shadow Crossings Boulevard and West Granada Boulevard. Ms. Fawcett stated as the subdivision construction plans are developed, the Florida Department of Transportation may require an access analysis that reviews adjacent medians that would include the queuing analysis.

Mr. Jorczak asked how many cars would the existing area handle at Shadow Crossings Boulevard and West Granada Boulevard trying to make that U-turn. Ms. Fawcett stated that information would be part of the access analysis. Vice Chair Shull inquired to the length of the turn lane at the intersection of Shadow Crossings Boulevard and West Granada Boulevard. Ms. Fawcett stated the turn lane is approximately 545 linear feet in distance but there is not information on the current stacking of vehicles.

Mr. Watts stated that projects that generate over 1,000 trips per day are required to conduct a Traffic Impact Analysis study as part of the zoning review. He stated that the project trips approximately 420 average daily trips and did not warrant the need for a Traffic Impact Analysis. He stated that the project is aware that Florida Department of Transportation has studied the intersection of Shadow Crossings Boulevard and West Granada Boulevard and there is ongoing review of West Granada Boulevard which may require additional improvements in the future.

Mr. Galloway sought to confirm that the stacking lane is 545 linear feet. Mr. Watts confirmed that the existing turn lane is 545 linear feet. Mr. Watts stated that we all realize that there should be a traffic light at Shadow Crossings Boulevard and West Granada Boulevard at some point. He stated this specific project does not trigger a traffic study because the volume is so low, but the project would perform whatever is required as part of the Florida Department of Transportation permit.

Vice Chair Shull stated that Hunter's Ridge has additional construction and would that be included in the traffic signal analysis. Mr. Watts detailed that projects are required to include existing approved projects as part of traffic analysis, including Hunter's Ridge and the Avalon project in Daytona.

Mr. Scudiero asked if there is going to be ingress and egress out of the property. Mr. Watts confirmed that one access point is proposed for the residential lots and House of Worship. Mr. Scudiero inquired to if a right turn lane would be required as part of the Florida Department of Transportation permit. Mr. Watts expected that would be

required and it is shown on the site plan. Mr. Scudiero stated that another similar project does not have a right turn lane into the project. Mr. Watts stated that the Florida Department of Transportation would control whether or not the turn lane is warranted.

Mr. Galloway asked if there was a number of the remaining lots to be developed within the Flagler County portion of the Hunter's Ridge Development of Regional Impact. Mr. Watts stated he did not know this number. Mr. Galloway stated around 1,500 lots and Mr. Watts stated that number seemed reasonable. Mr. Galloway asked if another entrance would be required for the Flagler County portion of the Hunter's Ridge Development of Regional Impact. Mr. Watts stated the Flagler County portion of the Hunter's Ridge Development of Regional Impact access is on Airport Road. Mr. Galloway asked if the Airport Road intersection with West Granada Boulevard would impact the need for a traffic light at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Watts speculated that eventually both areas, Shadow Crossings Boulevard and West Granada Boulevard, and Airport Road and West Granada Boulevard, will have traffic signals once warrants are met. Mr. Galloway stated that with or without this subdivision, a traffic light is coming at Shadow Crossings Boulevard and West Granada Boulevard. Mr. Watts agreed with the statement and referred to the Avalon Daytona Project that proposes to connect into the intersection of Shadow Crossings Boulevard and West Granada Boulevard with the Hand Avenue extension.

Mr. Jorczak asked if the Avalon development is all residential. Mr. Watts stated that he is not aware of the layout of the Avalon development.

Mr. Scudiero asked about the access for the House of Worship and residential area. Mr. Watts confirmed that access to the residential area was gated and that there was no gate with the House of Worship area.

Mr. Railsback asked about the ownership of the common area and who owns what. Mr. Watts stated that there will two groups of ownership with the House of Worship and a residential Homeowners Association. He stated a plat would assign maintenance responsibilities of common areas, stormwater, roadways and amenities. He continued that shared attributes, such as the entrance, would have a maintenance agreement. Mr. Watts stated that the City's Land Development Code requires that the maintenance entities be identified as part of the subdivision process.

Vice Chair Shull inquired if the church is exempt from property taxes. Mr. Watts stated by state law, churches are exempt from property taxes. Vice Chair Shull sought to verify the limits of the church property. Mr. Watts stated the church would be identified as a lot on the plat. Vice Chair Shull asked which property the church currently owns. Mr. Watts responded the church owns the land area south of the Old Tomoka Road right-of-way. Vice Chair Shull sought clarification of who will own which part of the overall property. Mr. Watts stated that church will own the land west of the entrance road and 31 lot owners and the Homeowner's Association would own the land east of the entrance road. The ownership of the conservation area will be determined with the plat process.

Vice Chair Shull asked about the 10,000 square-foot amenities building. Mr. Watts stated in working with the church it seems like a good idea to share the building with the residential lots. Vice Chair Shull asked if within the Homeowners Association documents will it state that the residents have the right to use the amenities building

under certain conditions. Mr. Watts affirmed that this is correct. Vice Chair Shull asked what would happen if the church is sold. Mr. Watts stated the use of the amenities building would run with the land and not the individual property owner.

Mr. du Moulin stated that there are 52 Houses of Worship in Ormond Beach and Daytona Beach has well over 100 Houses of Worship. He stated per Florida Statutes 196.196 they do not generate any income for the City. Mr. du Moulin stated that he wanted to make that statement. Mr. Watts stated he understood the comment and the House of Worship purchased the property and only a portion is proposed to be used for that purpose. Mr. du Moulin stated he grew up in Boston and stated that there were fewer churches in a bigger city. Mr. Watts stated that communities have to plan for uses such as Houses of Worships and schools that do not create property taxes.

Mr. Scudiero recalled that some projects have become rental only communities and inquired if this project was designed for home ownership. Mr. Watts confirmed that the intent is for individual home ownership, such as Il Villaggio or Indian Springs. Mr. Scudiero stated that anyone could buy a lot and the lots would not be restricted. Mr. Watts confirmed that the lots would be for individual home ownership.

Mr. Scudiero asked about outdoor recreation. Mr. Watts showed the site plan with a proposed dog park.

Mr. Railsback stated that for the individual home ownership that the subdivision declarations would be an appropriate place for this language. Mr. Watts stated that private deed restrictions can also address the home ownership issue.

Audience Comments

Ms. Kim Kaszar, 14 Meadow Ridge View, Hunters Ridge, stated that her property backs up to the proposed development and express appreciation for the redesign after the neighborhood meeting. She expressed concern with flooding with past hurricanes and water is approaching her house. Ms. Kaszar inquired about the traffic, with all of the traffic already added to State Road 40 with Airport Road traffic and DR Horton homes. She stated that the traffic is getting much more aggressive. Ms. Kaszar expressed concern with the wildlife corridor. She encouraged a right turn lane into the subdivision and stated Il Villaggio entrance is dangerous.

Mr. Ted Rhodes, 4 Foxbrow Look, stated that it is 'hairy' as it is getting out of his neighborhood exit on State Road 40 without a traffic light there. There has already been a death at the intersection, according to Mr. Rhodes. He stated that he did not believe that this has been thought through. He spoke about the ten units proposed right on the frontage of the Tomoka River and expressed concern for them with the flooding already there. Mr. Rhodes asked that the developer go back and redesign the project. He urged the Board to postpone the agenda item. He added that Ormond Beach residents have had enough with the development in the area. He stated that he has talked with people about traffic and the quality of life and almost every resident has had enough with all the development in this area. He stated that he understood that we have a lot of real estate representation on this Board and that is not representative of the community. He continued that there be interest to build up and have more development. Mr. Rhodes proposed that we take a timeout and halt all residential encroachment and growth in Ormond Beach. Mr. Rhodes concluded that he started a petition and has 200 names on it and asked that it be considered with the record.

Ms. Christine Moore, 6 Lonetree Look, stated that the property behind her is located in the flood zone and has wildlife behind her property which she enjoys. She inquired about the square footage of the environmental preservation area. She asked if a second easement is proposed to provide two exits. Ms. Moore expressed her concern about traffic, as her neighbor at 4 Lonetree Look was in a serious accident ten years ago. She stated traffic has increased since then. She added that she was in her home for two years and then was told by her insurance company that she was in a flood zone. Ms. Moore asked if the proposed homes will be in the flood zone. She said that every time it rains it floods and the drain fills up. Ms. Moore advised the Board that she was told that she was grandfathered for the floodplain maps and was told that she had to get the flood insurance.

Mr. Paul Swanski, 52 Canterbury Woods, Hunters Ridge, expressed his concern with the removal of Hunters Ridge Boulevard as an exit being scrapped and added that Shadow Crossings Boulevard is a nightmare already to get in and out of now. He expressed concern about adding 31 homes and a church, stating Sundays will be absolutely impossible to get out of Hunter's Ridge with all the traffic coming from this development. He stated that he is a retired Deputy Sheriff and knows that with the Department of Transportation (DOT) that there is no guarantee of a traffic light. Mr. Swanski added putting a light on a curved road is a disaster especially as people are coming around the corner at 60 miles per hour. He stated that he has lived in Hunter's Ridge for 24 years and there have been two to three deaths in the area with the traffic and now this project will add more traffic.

Mr. Art Loguidice, 10 Meadow Ridge View, stated that he submitted photographs of the flooding in his yard from September 29, 2022, seven days after Hurricane Ian, as well as after Hurricane Milton, where there was three feet of water around his deck. He stated that the water extended to SR40. He commented that there is no place for the water go and how Hunters Ridge is a fish bowl. He stated water is coming from SR40 and the Hunters Ridge lakes. Mr. Loguidice stated that Hunter's Ridge Boulevard within the Development of Regional Impact was shown as going through this property as well as additional preservation. He suggested that more of the property be preserved. He detailed that there is a major wildlife corridor in this area, explaining that they have deer, turkey and a bobcat there. He stated now this area will be destroyed and we have already destroyed enough of Ormond Beach. Mr. Loguidice reviewed the pictures of his property and flooding concerns that were included in the Planning Board packet. He expressed his concerns with the wetlands and stated most of the development area is under water.

Ms. Phyllis Kent, 1729 John Anderson Drive, commented that she is the owner the 18-acre powerline property north up to Ashton Look and has three ponds on the property. She asked about the vacation of the Old Tomoka Road right-of-way and the limits of the vacation. Ms. Kent asked how she is going to have access to her property with the right-of-way vacation. She inquired about the details on the developers map and if there were any impacts to property that she owned. She asked where the water flow proposed and desired to verify that there is no impact to the existing ponds on the FPL easement that feed into the Little Tomoka River. Ms. Kent stated that she has gopher tortoises, bears, and wild turkeys and where the wildlife will go to. She expressed concern in heavy rains when it floods. Ms. Kent asked what the developer's image is for the preservation portion of the project, will it be natural or a green lawn.

She inquired about Mr. Fishman and asked if it is the same Mr. Fishman from a Flagler County Hunter's Ridge Development of Regional Impact project?

Mr. Josif Atanasoski, 427 N. Beach Street, business owner of Microflex, explained his interest in his proposed project and stated that he has lived in the City of Ormond Beach since the 1980s. Mr. Atanasoski added that he is interested in building a Macedonian church that will add approximately 25 cars at the church every Sunday and on major holidays (three times per year). He commented that church is small and he would like to build a church for the Macedonian community. Mr. Atanasoski stated that the project would meet required traffic (Florida Department of Transportation) and stormwater (St. Johns River Water Management District) requirements.

Mr. du Moulin asked if another existing vacant building could be utilized for the church elsewhere with the number of existing churches already in the city. Mr. Atanasoski replied that he looked prior and could not find one, and that he owns the 19 acres, with plans to bring in income from the proposed project from residents into the City of Ormond Beach.

Ms. Mary Anne Connors, 36 Hunt Master Court, Hunters Ridge, reviewed several of her concerns, beginning with the conservation area and if it will be protected from stormwater. She stated that these maps do not show tributaries that feed into the Little Tomoka River. She stated that her street flooded during Hurricane Milton. Ms. Connors stated that the stormwater needs to include all sub-basins that feed into the project's property. Ms. Connors commented that she wants to see a stipulation put in place that the church is going to be limited on activity to not include schools or child care facilities until such time that there is a traffic light at Shadow Crossings Boulevard and West Granada Boulevard. She stated adding another conflicting traffic movement at Shadow Crossings Boulevard and West Granada Boulevard is an immediate traffic safety concern. Ms. Connors stated that the intersection is not a traffic volume issue, but instead a safety issue. She stated improvements need to be made to Shadow Crossings Boulevard and West Granada Boulevard intersection to clarify traffic movements. She suggested that the intersection be channelize with safety improvements similar to what occurred at Pelican Bay in Daytona Beach. Ms. Connors stated she would like to see Ormond Beach participate in their own traffic study as there are four different jurisdictions permitting growth in the city and feels that they should look at it all, including Shadow Crossings as it is on a curve.

Applicant's Response

Mr. Watts responded to the flooding inquiries and stated that this was identified at the neighborhood meeting. Mr. Watts asked Mr. Luke Kilic, Zev Cohen & Associates to discuss the stormwater requirements. Mr. Watts stated that the project will exceed the stormwater requirements established by the City.

Mr. Luke Kilic, Zev Cohen & Associates, project engineer, 300 Interchange Boulevard, discussed the stormwater management system. He stated that there is both dry and wet stormwater ponds. He stated because the project drains to the Tomoka River, an Outstanding Florida Waterway, the project is required to provide 50 percent more treatment of stormwater and provide nutrient reductions. Mr. Kilic stated that the initial flush of stormwater will be directed to the dry retention pond which then overflows to the wet retention pond which includes a discharge to the Little Tomoka River as occurred in the pre-development condition. He stated for the flood zone, that

the on-site wetlands are holding water in storm events and the area is essentially a bowl that at a certain elevation discharges to the Little Tomoka River eastward.

Mr. Kilic stated that this is a very responsible development for several reasons. He stated that the project has sought to avoid floodplain impacts with only minor impacts which will provide compensating storage areas. Mr. Kilic stated that the lots will be outside the flood zone with a Federal Emergency Management Letter of Map Revision (LOMR) process.

Mr. Galloway asked if they are including the pad or entire lot in the Letter of Map Revision Process. Mr. Kilic replied that it is at least the building pad, but can look at the entire lot. Mr. Kilic stated that he understood the flooding concerns, but the permitting includes both the Florida Department of Transportation and the St. Johns River Water Management District. He stated that every drop of rain within the project will go into the project's stormwater system. He stated that the project can only discharge the stormwater flow that exists today.

Mr. Galloway asked if the flow is coming from the development to the south? Mr. Kilic presented the flow of water that comes from off-site and within the project boundaries. He stated on-site, that the water collects in the middle of the property and reaches an elevation that discharges to the Little Tomoka River. Mr. Galloway verified that water is flowing from the North into the Little Tomoka River. Mr. Kilic agreed that there was flow from the North going into the Little Tomoka River which will be maintained in its current condition.

Mr. du Moulin asked about the flow of the Little Tomoka River. He inquired if the waterbody was impaired by a lack of maintenance, such as trees within the waterway. Mr. Kilic stated that after the neighborhood meeting that the project team had their environmental consultant review the Little Tomoka River waterbody. He stated that Joe Brinson, with ECS, walked the Little Tomoka River to seek the dam mentioned at the neighborhood meeting.

Joe Brinson, with ECS, stated that he attended the neighborhood meeting and heard the concern with the dam within the Little Tomoka River. He stated that ECS went on-site and investigated a week after the neighborhood meeting and the water was within the channel. Mr. Brinson stated what could have happened that east of the powerline easement there was debris that could have created a dam-like impact. He stated with their observation, they did not see any dam or impairments to the water flow.

Mr. du Moulin asked if the waterway was free of debris. Mr. Brinson stated during their visit there were no obstruction and water was flowing through the Little Tomoka River. Mr. Watts provided a summary of the project stormwater system and stated that the project cannot discharge a greater rate or volume than existed in the pre-development conditions. He verified that the project's stormwater will discharge to the Little Tomoka River, because that is the discharge pattern today.

Mr. Watts stated that the petition with Volusia County to vacate a portion of Old Tomoka Road goes to the project's property line only. He stated that as part of the Volusia County review, there would be a cul-de-sac as part of the vacation of the right-of-way of Old Tomoka Road to allow continued access.

Mr. Watts referred to the question on the percentage of the property to be reserved for conservation. He reviewed a site plan and detailed the conservation area to be left

in its natural condition. Mr. Watts stated that the overall site is 50.14 acres and the portion of the site being left in its natural state is 66.9% or 33.54 acres. He stated one of the speakers asked for the square footage being preserved and it is approximately 1,461,161 square feet.

Mr. Watts discussed Hunters Ridge Boulevard as there were a couple of questions. He stated that there are a couple of reasons why that connection has not been made, nor would it be made. The first reason is that the Hunter's Ridge Development of Regional impact does not own the right-of-way for a connection to West Granada Boulevard. The second reason would be substantial impacts to the Little Tomoka River and the wetlands associated with it.

Mr. Watts discussed the flooding discussions. He stated that traffic is an evolutionary item, but so is stormwater. He recalled another project before the Volusia County Council where three developments were adjacent to the same lake that a project of his was adjacent to. He said if you look at the subdivision plats and the progression of stormwater requirements and regulations within the state. He stated that the lots in this area of Hunter's Ridge were platted in the late 1980s. He stated that the Volusia County project, also platted in the late 1980s did not have any stormwater management provided. Mr. Watts stated that the Volusia County project also had a subdivision built in the late 1990s with 60 acres of development area with 1.5 acres of stormwater management areas. He stated that the current subdivision located in Volusia County is 30 acres of development area with 6.5 acres in stormwater management areas. Mr. Watts stated that stormwater standards have evolved from when the first phases of Hunter's Ridge was developed and continue to evolve. He stated that the proposed subdivision will develop based on stormwater for a 100 year storm where the subdivisions to the north did not develop to this higher standard.

Mr. Watts stated that an individual inquired to Glen Fishman. He stated that Mr. Fishman is the owner of the land area within the Flagler County Hunters Ridge Development of Regional Impact.

Mr. Watts stated Ms. Connors inquired to limitations on the House of Worship use and that is something that the applicant can work through with staff. He stated that the Development Order can include conditions. Mr. Watts stated that he has spoken to the proposed church and there is no intention for a school or child care facility use. He was open to conditions that required a traffic signal at Shadow Crossings Boulevard and West Granada Boulevard prior to activities that create weekday trips associated with the House of Worship.

Mr. Kilic discussed the planned secondary access for the subdivision improvements. He stated that secondary access is required by the City's Land Development Code. Mr. Kilic displayed on the site plan the location for the secondary access that would be for emergency access vehicles only. Mr. Watts clarified that the secondary access would not be for residents, but only for emergency vehicles as needed. Mr. Galloway asked if the project was required to have a secondary access. Mr. Watts confirmed that the secondary access was required by the Land Development Code.

Galloway discussed newer technology that would pump down stormwater ponds prior to rainfall events and inquired if the project has looked at this technology. Mr. Watts and Mr. Kilic discussed the technology and how the project's stormwater would work. Mr. Kilic stated there is a system called National Stormwater Trust that can install AI related valves that work with electric power that reads weather forecasts

and would pump down stormwater ponds prior to a stormwater event by slowly discharging water to allow storm related volume to be accommodated in the stormwater pond. Mr. Kilic stated that this system is extremely expensive and not fully adopted by St. Johns River Water Management District. He stated that he has not obtained a permit with this technology to date.

Board Discussion and Questions

Mr. Galloway stated to the gentlemen who stated we in the real estate business approve everything, that is not true. He stated that he does commercial real estate such as warehouses and office buildings. Mr. Galloway stated that even if he did do residential real estate that he takes the best interest of the community into consideration. He stated flooding is terrible. Mr. Galloway stated he moved here in 1982, Granada Boulevard was one lane, Nova Road was one lane, there was no Hunters Ridge, and no Breakaway Trails. He continued that there is a housing need. Mr. Galloway stated it is almost like I got my toy and I don't want anyone else to have one. He stated the alternative is to build apartments which is not the American dream. The American dream is to have a house with a piece of land. Mr. Galloway stated that this land has zoning to allow apartments. He stated it is amazing that people come to us and use every reason not to approve something, yet I had to move out of my neighborhood because a new neighborhood. He asked, when did you build your house? Mr. Galloway stated the point is that we live in a great City and no matter if there is available land and it is zoned, people need houses. He stated if he lived out there, I would rather have a subdivision of 31 houses than apartments.

Mr. Galloway stated for someone to come into here and state that I am going to take care of the real estate, then yes because home construction leads to jobs. He stated that the greatest export in this area are kids leaving the area and state. Mr. Galloway stated that we need housing. He stated he does not like flooding and believes a traffic light is likely at Shadow Crossings Boulevard and West Granada Boulevard because of the Avalon Daytona project. Mrs. Galloway stated he wanted to make it clear that he does not sell houses. Mr. Galloway conclude that he understood the concerns presented and would prefer a single-family development.

Mr. Scudiero stated that he shares some of the concerns raised tonight and he also agrees with Mr. Galloway regarding the single-family use compared to apartments. He stated that he shares the concerns regarding traffic, the church, and the amenities building. Mr. Scudiero stated that he would be more in favor of 50 homes with no church and amenities center.

Mr. Jorczak stated his concerns are traffic related as he has seen the traffic impacts on Airport Road and the DR Horton operations within Flagler County. He stated that there is no question that growth is moving west and the impacts of Avalon Daytona has not started yet. He stated that Avalon Daytona has a massive number of houses and there is nothing that the City can do to prevent these traffic impacts. Mr. Jorczak referenced that Edgewater is exploring a residential moratorium to get a better handle on their flooding issues. He stated that the same residential moratorium discussion is being discussed by the Volusia County Council regarding flooding issues. Mr. Jorczak stated from what he heard tonight and his understanding of the regulations he believed that this particular development, which he considered small scale, that single-family houses are appropriate. Mr. Jorczak stated that he has mixed feelings because it is a reasonable approach as a small scale residential development

compared to what else is going on. He stated that the rules and regulations on stormwater have increased.

Mr. Jorczak stated he is less optimistic that the traffic issues will be resolved. He stated the City does not have much control of what the state will or will not do with respect to arterial roads within the City. He stated to impose a penalty on the positive side of this project because we cannot answer what the state is going to do to road situations is too extreme to shut all development down. Mr. Jorczak concluded that this project is more positive than what could be there based upon existing rights.

Mr. Railsback stated that similar to Mr. Galloway, he is disappointed and thinks it is obnoxious for a member of the community to start their presentation with insinuations that the real estate industry is serving their interests on this Planning Board. He stated he is able to move past that presentation and focus on the property owners in the community that are affected and their valid concerns. Mr. Railsback stated that he lives off SR40 and has to live with a U-turn movement to get in and out of his home. He stated that the traffic, particularly with the community center, can be addressed with the development order. Mr. Railsback stated that he agreed that a traffic light would assist with the significant safety issue at the Shadow Crossings Boulevard and West Granada Boulevard intersection. He stated that he also agreed that the Avalon development and the additional trips from Hunter's Ridge Flagler County will make traffic worse on SR40.

Mr. Railsback stated that this one development is not going to push something over an edge and be a tipping point. He stated it will be part of the growth trend in the area. Mr. Railsback stated as a community and individual property owners we need to advocate for a traffic light at the Shadow Crossings Boulevard and West Granada Boulevard intersection. He stated that he puts trust in the project engineer and the requirements for stormwater. He supports using the higher standard storm event to increase the stormwater provided for the project. Mr. Railsback stated the goal is to make the waterflow better than the pre-development condition. He stated that these reasons are something that this area can support the proposed project and he is not in favor of the multi-family potential development in that area. He recalled that there is proposed multi-family development next to where he lives and recalled going through a similar public hearing process. He summarized by stating no multi-family development, let's get a traffic light at the intersection, and better waterflow would be positive aspects of this project.

A member of the public approached the podium and requested to speak. He stated that he never said you would work on your own interest. He continued that he stated that the Planning Board was over represented. Vice Chair Shull stated that the public hearing portion of the item was closed.

Mr. du Moulin stated that he spent 24 years in the Coast Guard and he knew waterways. He stated that waterways need to be maintained. He stated that he is not opposed to this project, but agrees with Mr. Galloway that people are allowed to buy houses. Mr. du Moulin stated his strong issue is that there is no maintenance being done on these riverways, nothing is being cleared out. He recalled a past meeting with Mr. Carter on another project on a similar issue. He stated that he does not see St. Johns River Water Management District doing anything or the Army Corps of Engineers doing anything. Mr. du Moulin stated if he knew that these waterways were being maintained and cleared, then he would be more settled with this project.

He stated that he is a President of a Homeowners Association and has problems with a creek that is causing flooding problems. He stated he is seeking a plan to clean these waterways because they all flow to the rivers. He concluded that unless these waterbodies are maintained, we are just going to compound the flooding issues, no matter the engineering.

Vice Chair Shull stated she agrees with a lot of what has been said. She stated that she is not a fan of massive development, not a fan of clear cutting, not a fan of putting as many houses as one can squeeze into a parcel. She stated that she is in real estate, but is not a fan of the items stated. Vice Chair Shull stated that she was born and raised in Florida and development is occurring throughout the state. She stated that this project has taken a lot of consideration and it is 31 homes in areas zoned residential. She recalled other projects with more lots proposed. She stated that there is green space and the project design has gone above and beyond. She reviewed the reports included in the packet.

Vice Chair Shull stated that the property owner does have rights and have proposed a project that seeks to work with the City. She stated that with a church you can worship whomever you want and it is small in size oppose to Calvary. She stated she appreciated the attention and commitment regarding the flooding issues. She stated that with the last storm event she was in Hunters Ridge. She continued that the roads in the front older sections were flooded but the newer construction subdivision did not flood. She stated that it appears that the older sections did not have the same level of stormwater management that is required with new construction. She stated that the weather is changing with more storm events occurring. She commented that the front sections of Hunter's Ridge had 6 to 8 inches of water in the street and the houses sit up high. Vice Chair Shull stated that the Huntington subdivision phases did not have water in the streets after the storm event.

Vice Chair Shull stated that she liked the houses proposed. She concurred with other Board members in support of single-family houses versus multi-family apartments.

Board Recommendation

Vice Chair Shull called for a motion and stated that the two items needed to be voted upon separately.

Mr. Jorczak motioned to approve PZ-2024-68(A) – Little Tomoka Village Planned Residential Development Zoning Map Amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (4-2), with Mr. Scudiero and Mr. du Moulin opposed.

Mr. Jorczak motioned to approve PZ-2024-68(B) – Little Tomoka Village Planned Residential Development Issuance of a Development Order. Mr. Railsback seconded it. Vote was called, and the motion was approved (4-2), with Mr. Scudiero and Mr. du Moulin opposed.

The Planning Board took a five (5) minute recess from 8:00 p.m. to 8:05 p.m.

It is critical that Ormond Beach growth is managed in a way that respects the serene lifestyle of our community. Instead of focusing on residential properties, we call on the city zoning board to instead prioritize community services such as infrastructure development, first responders, healthcare facilities and retail outlets — services that directly enhance our quality of life while retaining the charm of Ormond Beach.

The current pace of local residential developer growth threatens this delicate balance, potentially causing overcrowding in schools, increased traffic congestion and the destruction of our wonderful town's natural beauty.

Limiting residential growth can actually *increase* property values, which will in turn raise city revenues, and increases revenues per capita to local residents. This strategic direction offers a win-win situation where Ormond Beach not only retains its charm but also gains economically, and improves our overall quality of life.

We call on the Ormond Beach local zoning board to look this way ahead, and work towards halting the uncontrolled growth to protect Ormond Beach's valued character. Please take action and sign the petition to preserve the essence of Ormond Beach that we all cherish so dearly.

petition_signatures_jobs_490329435_20241212214708

Name	City	State	Postal Code	Country	Signed On
Ted Rhodes				United States	2024-12-03
megan bergen	Ormond Beach	FL	32174	United States	2024-12-03
Georgia Harrington	Ormond Beach	FL	32174	United States	2024-12-03
Joseph Rivera	Ormond Beach	FL	32174	United States	2024-12-03
Desiray Blackburn	Ormond Beach	FL	32174	United States	2024-12-03
Julie LoPresti	Atlanta	GA	30301	United States	2024-12-03
Amy Sandler	Daytona Beach	FL	32117	United States	2024-12-03
rose ann intiso	Ormond Beach	FL	32174	United States	2024-12-03
Robin Safranski	Daytona Beach	FL	32117	United States	2024-12-03
Aurora Lowell	Ormond Beach	FL	32174	United States	2024-12-03
Craig Lowell	Ormond Beach	FL	32174	United States	2024-12-03
Kelley Whiting	Ormond Beach	FL	32174	United States	2024-12-03
Jayne Briggs	Daytona Beach	FL	32117	United States	2024-12-03
Emily Garrison	Ormond Beach	FL	32174	United States	2024-12-04
Donna Hooper	Ormond Beach	FL	32174	United States	2024-12-04
Tina McCollum	Ormond Beach	FL	32174	United States	2024-12-04
Cheryl Boehm	Ormond Beach	FL	32174	United States	2024-12-04
Jamr Hart	Ormond Beach	FL	32174	United States	2024-12-04
Bonnie Williamson	Ormond Beach	FL	32174	United States	2024-12-04
ALICIA HALLIDAY	Ormond beach	FL	32174	United States	2024-12-04
Deborah Ringhaver Lane	Ormond Beach	FL	32174	United States	2024-12-04
David Habig				United States	2024-12-04
richard williams	virginia beach	VA	23455	United States	2024-12-04
Ken McDonald	Ormond Beach	FL	32174	United States	2024-12-04
Susan Gabriel	Ormond Beach	FL	32174	United States	2024-12-04
Pauline Whitfield	Ormond Beach	FL	32174	United States	2024-12-04
Mark Olson	Ormond Beach	FL	32174	United States	2024-12-04
Francine Maugeri	Ormond Beach, FL	FL	32174	United States	2024-12-04
Liz Erpelding-Garratt	Saint Augustine	FL	32086	United States	2024-12-04

Marie Disman	Ormond Beach	FL	32174	United States	2024-12-04
Vasudha Duggirala	Redwood City	CA	94061	United States	2024-12-05
KAREN NEUMEYER	Ormond Beach	FL	32174	United States	2024-12-05
Lance Armor		HI		United States	2024-12-05
Aaric Azucena	American Canyon	CA	94503-1292	United States	2024-12-05
Robin Kittinger	Ormond Beach	FL	32174	United States	2024-12-05
Dinah King	Ormond Beach	FL	32174	United States	2024-12-05
Ann Hess	Windsor	CO	80550	United States	2024-12-05
Jon Inwood	Brooklyn	NY	11226	United States	2024-12-05
Sophie Cook	Palm coast	FL	32137	United States	2024-12-05
Donna Hardy	Ormond Beach	FL	32174	United States	2024-12-05
Livia Taravella	Ormond Beach	FL	32176	United States	2024-12-05
Susan Campbell	Ormond Beach	FL	32174	United States	2024-12-05
Stephanie Fisher	Ormond beach	FL	32176	United States	2024-12-05
Leonard Purdy	Orlando	FL	32839	United States	2024-12-05
Lori Weir	Ormond Beach	FL	32174	United States	2024-12-05
Susan Susa	Orlando	FL	32822	United States	2024-12-05
WILLIAM FARO	Ormond Beach	FL	32174	United States	2024-12-05
Susan Harris	Ormond Beach	FL	32174	United States	2024-12-05
Glenn Harris	Ormond Beach	FL	32174	United States	2024-12-05
Carol Sanchez	Ormond Beach	FL	32174	United States	2024-12-05
Pamela B Price	Ormond Beach	FL	32174	United States	2024-12-05
Latisha Renteria	El Paso	TX	79928	United States	2024-12-05
Darlene Schneider	Ormond Beach	FL	32174	United States	2024-12-05
Karen Kramer	Ormond beach	FL	32174	United States	2024-12-05
Mary Hintze	Ormond Beach	FL	32174	United States	2024-12-05
mary Nebel	Ormond Beach	FL	32174	United States	2024-12-05
Irma DelBagno	Ormond Beach	FL	32174	United States	2024-12-06
tom fitzgibbon	Ormond Beach	FL	32174	United States	2024-12-06
Robin Shear	Ormond Beach	FL	32174	United States	2024-12-06
L Adams	Ormond Beach	FL	32174	United States	2024-12-06
George Schroeder	Ormond Beach	FL	32174	United States	2024-12-06

Diane Panas	Ormond Beach	FL	32174	United States	2024-12-06
ROBIN ELLIS	Orlando	FL	32801	United States	2024-12-06
Art Loguidice	Ormond Beach	FL	32174	United States	2024-12-06
Roger Winston	Berkeley	CA	94705	United States	2024-12-06
Michael Farrah	Orlando	FL	32824	United States	2024-12-06
Linda Godeau	Ormond Beach	FL	32174	United States	2024-12-06
Miriam Hughey-Guy	Ormond Beach	FL	32174	United States	2024-12-06
Marcus Lisicki	Ormond Beach	FL	32174	United States	2024-12-06
Wendy Tyrcha	Ormond Beach	FL	32174	United States	2024-12-06
Dalton Tyrcha	Ormond Beach	FL	32174	United States	2024-12-06
Wanda Walton	Cocoa	FL	32927	United States	2024-12-06
JOSEPH ERKER	Ormond Beach	FL	32174	United States	2024-12-06
Cherie Clearwater	Orlando	FL	32810	United States	2024-12-06
Lisa Di Nicolo	Ormond Beach	FL	32174	United States	2024-12-06
Jennifer Manousakis	Ormond Beach	FL	32174	United States	2024-12-06
Austin Ward	Corvallis	OR	97330	United States	2024-12-06
Jamile Torres	Watsonville	CA	95076	United States	2024-12-06
Waterman Todd	Ormond Beach	FL	32174	United States	2024-12-06
Steve Halliday	Ormond Beach	FL	32174	United States	2024-12-06
Christine DeCarli	Ormond Beach	FL	32174	United States	2024-12-06
Marlys OMalley	Tampa	FL	33606	United States	2024-12-06
Linda Harbison	Orlando	FL	32808	United States	2024-12-06
Marla Sands	Ormond Beach	FL	32174	United States	2024-12-06
Jesse Frauenhofer	Orlando	FL	32810	United States	2024-12-07
Pamela Powell	Winter Garden	FL	34787	United States	2024-12-07
Stephanie Pignataro	Ormond Beach	FL	32174	United States	2024-12-07
Wendy Hille	Ormond Beach	FL	32174	United States	2024-12-07
Jen Reilly	Ormond Beach	FL	32174	United States	2024-12-07
John Difiore	Daytona Beach	FL	32198	United States	2024-12-07
Georgeann Gardner	Ormond Beach	FL	32174	United States	2024-12-07
Vivian Heading	Ormond Beach	FL	32174	United States	2024-12-07
Janine Jones	Boston	MA	2118	United States	2024-12-07

Erick Arminio	Ormond beach	FL	32174	United States	2024-12-08
Traci DiGiacomo	Ormond Beach	FL	32174	United States	2024-12-08
HERMAN EISDORFER	Point Pleasant Beac	NJ	8742	United States	2024-12-08
Cheryl Garrett	Ormond Beach	FL	32174	United States	2024-12-08
Tonia Terry	Ormond Beach	FL	32174	United States	2024-12-08
Jordan Matson	Riverview	FL	33579	United States	2024-12-08
Matthew Vitacco	Crystal Lake	IL	60014	United States	2024-12-08
Brenda Jarvis	Ormond Beach	FL	32174	United States	2024-12-08
Roberta O'Steen	Ormond Beach	FL	32176	United States	2024-12-08
Robin Magleora	Ormond Beach	FL	32174	United States	2024-12-08
Gina Franco	Ormond beach	FL	32174	United States	2024-12-08
Bruce Manne	Ormond Beach	FL	32174	United States	2024-12-08
Melissa Creggar	Ormond Beach	FL	32174	United States	2024-12-08
Suzie Lindsey	Ormond Beach	FL	32174	United States	2024-12-08
Richard Blanchette	Ormond Beach	FL	32174	United States	2024-12-08
Claire Marks	Ormond Beach	FL	32174	United States	2024-12-08
Josie Jones	Daytona Beach	FL	32117	United States	2024-12-08
Angela Eacobacci	Ormond Beach	FL	32174	United States	2024-12-08
Bettina Barbour	Ormond Beach	FL	32174	United States	2024-12-09
Fay Kalteux	Ormond Beach	FL	32174	United States	2024-12-09
B Lantz	Ormond Beach	FL	32174	United States	2024-12-09
Jayne Garner	Ormond Beach	FL	32174	United States	2024-12-09
BRENDA BOLTON	Ormond Beach	FL	32174	United States	2024-12-09
Lisa Hiatt	Ormond Beach	FL	32174	United States	2024-12-09
Mark KITZMILLER	Orlando	FL	32821	United States	2024-12-09
Bart Marnitz	Ormond Beach	FL	32174	United States	2024-12-09
Christine Dupont	Saint Augustine	FL	32084	United States	2024-12-09
Tom Kealy	Daytona Beach	FL	32117	United States	2024-12-09
William Mundt	Orlando	FL	32819	United States	2024-12-10
Jessica Tyler	Palm Coast	FL	32137	United States	2024-12-10
Courtney Ayers				United States	2024-12-10
KAREN SZEMBORSKI	Ormond Beach	FL	32174	United States	2024-12-10

Jennifer Lancaster	Orlando	FL	32804	United States	2024-12-10
Rebekah Gary	Orlando	FL	32801	United States	2024-12-10
Joanna Wiseman	Palm Coast	FL	32137	United States	2024-12-10
Jack Gonzalez	Ormond Beach	FL	32174	United States	2024-12-10
Dalton William Meredith B	Orlando	FL	32825	United States	2024-12-10
Daniel Rutan	Ormond Beach	FL	32174	United States	2024-12-10
Cory Diamond	Ormond Beach	FL	32174	United States	2024-12-10
John Kueber	Ormond Beach	FL	32174	United States	2024-12-10
John Abramovic	Ormond Beach	FL	32174	United States	2024-12-10
Lindsey Diamond	Daytona Beach	FL	32117	United States	2024-12-10
Renee Cormier	Ormond Beach	FL	32174	United States	2024-12-10
yolanda lopez	Chicago	IL	60608	United States	2024-12-10
John Walker	Ormond Beach	FL	32176	United States	2024-12-10
Paul Zurich	Saint Augustine	FL	32086	United States	2024-12-10
Sabrina Gardner	Ormond Beach	FL	32174	United States	2024-12-10
Philip Farruggio	Orlando	FL	32821	United States	2024-12-10
Mercedes Groves	Ormond Beach	FL	32174	United States	2024-12-10
Amy Anthony	Ormond Beach	FL	32174	United States	2024-12-10
Peggy Nero	Ormond Beach	FL	32174	United States	2024-12-10
James Sappington	Orlando	FL	32839	United States	2024-12-10
Anthony Lawton	New York	NY	10023	United States	2024-12-11
Kim Kaszar	Ormond Beach	FL	32174	United States	2024-12-11
Tiffany Grim	Ormond Beach	FL	32174	United States	2024-12-11
Suzanne Denison	Ormond Beach	FL	32174	United States	2024-12-11
Faith Collins	Orlando	FL	32822	United States	2024-12-11
Lisa Petko	Port Orange	FL	32129	United States	2024-12-11
Gail Smith	Longmont	CO	80504	United States	2024-12-11
Patricia Frank	Ormond Beach	FL	32174	United States	2024-12-11
Don Reed	Ormond Beach	FL	32173	United States	2024-12-11
Ainsley Thompson	Minneapolis	MN	55422	United States	2024-12-11
Susan Ralleo	Ormond Beach	FL	32174	United States	2024-12-11
Tamara Beyazyurek	Ormond Beach	FL	32174	United States	2024-12-11

cat crimi	St augustine	FL	7082	United States	2024-12-12
Monica D	Altamonte Springs	FL	32714	United States	2024-12-12
Emily Markey	jacksonville	FL	32224	United States	2024-12-12
Kristina Wilson	Jacksonville	FL	3225y	United States	2024-12-12
Phyllis Kent	Ormond beach	FL	32176	United States	2024-12-12
Nathan Clark	Gig Harbor	WA	98335	United States	2024-12-12
sydney dipersia	Daytona Beach	FL	32118	United States	2024-12-12
Karolina Tagintsev	Palm Coast	FL	32137	United States	2024-12-12
Troy McAuliff	Wheeling	WV	26003	United States	2024-12-12
Susan Fahs	Naples	FL	34119	United States	2024-12-12
Taylor LoNigro	Palm Coast	FL	32137	United States	2024-12-12
Patrick Lonigro	Palm Coast	FL	32164	United States	2024-12-12
Lora Cahoon	West Richland	WA	99353	United States	2024-12-12
Nicole Richards	Atlanta	GA	30301	United States	2024-12-12
Kristine Walter	Oil City	PA	16301	United States	2024-12-12
Alan Kugler	Ormond Beach	FL	34174	United States	2024-12-12
Anna Brodie	Ormond Beach	FL	32174	United States	2024-12-12
Amber Edinger	Saint Augustine	FL	32086	United States	2024-12-12
don miller	Ormond Beach	FL	32174	United States	2024-12-12
Judy Seery	Saint Augustine	FL	32084	United States	2024-12-12
Abby Berry	Delray Beach	FL	33445	United States	2024-12-12
Susan Marano	Palm Coast	FL	32164	United States	2024-12-12
Alaina Jarrett	Charleston	SC	29403	United States	2024-12-12
Kirby Meyer	philadelphia	PA	19038	United States	2024-12-12
Brittney Buzzo	Reddick	FL	32686	United States	2024-12-12
Paul Kramer	Saint Augustine	FL	32080	United States	2024-12-12
Elizabeth Castro	Palmetto	FL	34221	United States	2024-12-12

Petition to Stop Further Zoning to Residential Development

[illegible]

TO: Mrs. Lori Tolland, Commissioner, Ormond Beach Zone1 January 13, 2025

FROM: Michael M. and Jay E. Strouse

5 Buckthorn Look

Ormond Beach, Fl 32174-2414

Hunter's Ridge: Shadows Crossings lot 63

Volusia County property records, parcel 4127010006300

REGARDING: Proposed **"Tomoka Village Subdivision"**

Dear Mrs. Tolland,

Below is some information, concerns, and questions my wife and I have as residents of Hunter's Ridge regarding the above project. Our property in the rear has a conservation area and the Little Tomoka stream. The proposed Tomoka Village Subdivision would be to the southeast of the stream and wetlands from the position of our property. We are in no way objecting to this project moving forward but have some concerns.

WATER/FLOODING ISSUES:

1. The parties that provided info to the planning board did not disclose in the Zev Cohen color coded proposed plan that there is a drainage ditch from Hunter's Ridge to the left of where Hunter's Ridge Blvd ends. (See black line (drain) place on the Zev Cohen document). This drainage ditch feeds from a majority of the initial development and now also has run off from several of the newly created sections of Huntington Village/Villas . This ditch will also take some of the overflow from the DR Horton homes, being developed along Airport Rd., called Ormond Station. Granted these new areas are built up higher than the original sections of HR, but none the less, if their retention ponds are filled, the runoff water will go directly into this ditch and head toward the proposed development and the properties to the northwest. This HR ditch converges with a ditch/culvert system which runs under SR 40 just before the entrance to HR. This creates (two) direct paths of water flowing toward the proposed subdivision and other homes. One must also take into future consideration as to whether additional water will flow to the SR40 ditch/culvert when the Avalon project gets underway.
2. In the color-coded plan, the depiction in light blue is of a stream/river that is almost straight. This is not correct as it takes many direct 90 degree turns. (Photo provided). When the water level rises rapidly the water cannot make these turns and thus floods many acres of palmetto scrubs and underbrush and the water moves outward rather than in a straight stream.
3. HR is currently in violation of several St. Johns Water management water flow standards/requirements and there have been several companies out to give bids to clean up 31 years of fallen debris, overgrown trees and review if the depth of the

streams meet the standard. One such meeting occurred on 01/07/25. The HR mgmt. company representative and two non-developer board members were present. I was also in the office at the time of this meeting.

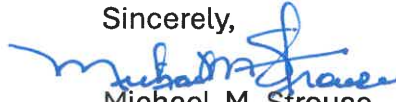
4. In the 31 years we have lived here, these ditches/drains, have never been cleaned out. It's obvious to us that this is causing some of the water backups in several places in HR. (See photos 1-3 of 5 Buckthorn Look, (before) rain and storms and photos 4-8 (after) taken after storm Milton. Photos 9-10 are flooding at Shadows Crossings Blvd. and Hunter's Ridge Blvd. Photos A-C show a small snapshot of the global fallen debris within the full length of the stream/Little Tomoka. Photos D-F show that the stream does take multiple turns through environmentally sensitive terrain. Other photos are available if requested.
5. The Hunter's Ridge developer board has been completely controlled by the (3) different developers of the property. The three deciding votes rarely hold any meetings and authorize needed repairs/upgrades, even though it is the homeowners money. The HR developer is also a party to one of the parcels of land in this proposed subdivision. This is a case of they "knew or should have known" of these issues and taken corrective action. The current, recently appointed board president is Mr. Michael Singletary.
6. Question: Can the city not require that (all) the buildings and houses within T.V. be graded so that they only drain toward the streets as well as the gutters? * An example of this concept can be found in the "Plantation Oaks" subdivision. All water would then flow to the retention ponds. Once there, the overflow would drain to the Little Tomoka. It has not been disclosed as to where the final runoff will flow into the Little Tomoka. Will there be multiple drainage places or just one? It would be best if all aspects of the runoff from T.V. be at the easterly most end closest to the power lines.
7. If the development is approved as is, the area where the proposed dog park as well as the two houses to the left and three to the right of the dog park will protrude into the path of flowing water and will push current and future water flow toward the properties to the northwest.
8. I would like the board to consider not going forward with any approvals of the "Tomoka Village Project" until these water issues are under signed contact and (work completed and reviewed by the city and St. Johns Water mgmt.) This will certainly help to correct the flow of storm water/retention pond overflow/street runoff.

A second consideration as noted in paragraph 6, is that the dog park as well as several of the proposed houses that will be in the direct path of protentional flowing water be removed from the project. This is a small concession to the bigger project.

I am providing this information as a concerned property owner and resident of Ormond Beach. We believe there are still many unanswered questions as well as factual information to be gathered before a final decision is made on the proposed "Tomoka Village".

Thank you for your review and consideration. If you should need any further information or wish to personally discuss this matter, please contact us,

Sincerely,



Michael M. Strouse

386-299-3839

and



Jay E. Strouse

386-295-7912











Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-XX

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "LITTLE TOMOKA VILLGE" SUBDIVISION, AUTHORIZING A SUBDIVISION OF 31 LOTS AND A 3,278+ SQUARE FOOT HOUSE OF WORSHIP AND 10,000 SQUARE FOOT AMENITIES BUILDING ON APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, AND 4127-00-00-0011); APPROVING THE FIFTH AMENDMENT TO THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SET FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an application from Mark A. Watts, Agent, Cobb Cole, on behalf of Leeds Holdings Southeast, Inc., with the authorization of the property owners, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021. The application seeks to issue a Development Order for a Planned Residential Development known as "Little Tomoka Village" to allow the construction of a residential subdivision of 31 single-family lots and associated site improvements and the construction of a house of worship and associated site improvements. The subject property is 50.14 acres, generally located north of West Granada Boulevard and east of Shadow Crossings Boulevard, and includes Volusia County parcel identification numbers 4127-00-00-0019, 4127-00-00-0023, 4127-00-00-0015, and 4127-00-00-0011.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an application for a development order to allow 31 residential lots and a lot for a House of Worship consisting of a 3,278± square foot Church and 10,000 square foot amenities building.

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 application for a development order to allow 31 residential lots and a lot for a House of Worship consisting of a 3,278± square foot Church and 10,000 square foot amenities building.

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 application for a development order to allow 31 residential lots and a lot for a House of Worship consisting of a 3,278+ square foot Church and 10,000 square foot amenities building.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for a development order to allow 31 residential lots and a lot for a House of Worship consisting of a 3,278± square foot Church and 10,000 square foot amenities building.

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 21, 2025 - City Commission

Number: 8.G

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2025-44
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	14 South Yonge Street, SunBros Coffee, Special Exception		
Summary:	This is a request by D2S Properties, LLC for a Special Exception Redevelopment Plan to allow the redevelopment of 14 South Yonge Street from a vehicle sales business to a Restaurant, Type C, to construct an approximately 250-square-foot freestanding drive-through only coffee shop and associated site improvements. 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. Due to the existing site constraints on the lot size, the applicant is requesting 2 waivers as part of this Special Exception Redevelopment Plan application, 1) a waiver for landscaping buffers on the north and south side property lines, and 2) the City's wall signage standards. The <u>Planning Board</u> reviewed the application on December 12, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application. Planning Board members commented the site design was a good redevelopment of the former vehicle sales lot.		
Financial Impact:	None		
Citizen Impact:	No negative citizen impacts are expected. Redevelopment of a non-conforming site within the Downtown Overlay District is positive. The site plan design has sought to bring the property up to the current Land Development Code to the maximum extent practical.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of the Special Exception Redevelopment Plan to allow the redevelopment of 14 S. Yonge Street from a vehicle sales business to a Restaurant, Type C to construct a 250+ square-foot freestanding drive-through only coffee shop and associated site improvements. The Redevelopment Plan is consistent with the 2019 Downtown Master Plan.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-44 SunBros Coffee, 14 SYS, SE Redevelopment (P24-0246G) 2. SunBros Coffee, 14 SYS, SE Redevelopment 3. Exhibit A legal description, 14 SYS -01.06.2025 4. Exhibit B, Conditions, 14 SYS 5. Exhibit C, Site Plan Sheets, 14 SYS 6. 12.12.24 14 S. Yonge St, PB Report 7. Draft Planning Board minutes, SunBros Coffee, SERP	
Approval:	Kelly McGuire, Finance Director	1/14/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/14/2025
	Joyce Shanahan, City Manager	1/14/2025

RESOLUTION NO. 2025-44

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING “SUNBROS COFFEE” PROPOSED TO BE LOCATED AT 14 SOUTH YONGE STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, D2S Properties, LLC, a Florida limited liability company, with authorization of Massey Auto Brokers Inc., a Florida profit corporation (“Former Property Owner”), has applied for the issuance of a Development Order for a Special Exception Redevelopment Plan to allow the redevelopment of the property located at 14 South Yonge Street, Ormond Beach (Volusia County parcel number: 4241-07-04-0100), located within the Downtown Overlay District, within the B-5, Service Commercial zoning district, as more particularly described and depicted in Exhibit “A” to the Special Exception Redevelopment Plan Development Order attached hereto and incorporated herein (“Property”), and

WHEREAS, subsequent to submitting the application for a Special Exception Redevelopment Plan to the City, D2S Properties, LLC, (“Property Owner”) purchased the Property from the Former Property Owner, and

WHEREAS, the Property Owner has initiated this Resolution for a Special Exception Redevelopment Plan Development Order to demolish the existing structure on the Property and build an approximately 250-square-foot, free standing, drive-through only coffee shop and associated site improvements, and

WHEREAS, the Special Exception Redevelopment Plan Development Order, as proposed, would require landscaping buffer and building wall signage waivers, 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 December 12, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee; and
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

- (1) The proposed use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-5, Service Commercial

zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed use is consistent with the *Comprehensive Plan*;
- (3) The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;
- (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 redevelopment of the property at 14 South Yonge Street (Volusia County parcel number: 4241-07-04-0100), to construct an approximately 250-square-foot, free standing, drive-through only coffee shop and associated site improvements, within the Downtown Overlay District, within the B-5, Service Commercial 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 buffer and building wall signage 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 21st 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:** D2S Properties, LLC, a Florida limited liability company
 Application No. PZ-2024-112
 Project Name: “SunBros Coffee” Special Exception Redevelopment Plan
 Property Address: 14 South Yonge Street
 Parcel ID No.: 4241-07-04-0100

**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 21, 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 use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-5, Service Commercial zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed use is consistent with the *Comprehensive Plan*;
3. The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

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 D2S Properties, LLC, a Florida limited liability company ("Applicant"/"Property Owner"), for a Special Exception Redevelopment Plan Development Order to allow for redevelopment of the property at 14 South Yonge Street, Ormond Beach, within the Downtown Overlay District, within the B-5, Service Commercial zoning district, on that real property described in Exhibit "A" attached hereto and incorporated by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception 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 property at 14 South Yonge Street shall be consistent with the plans displayed in Exhibit "C" and all the conditions listed in Exhibit "B", said exhibits being attached hereto and incorporated herein by reference.

C. No material change shall be made to the final plans for this Special Exception Redevelopment Plan Development Order 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. 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.

E. 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*.

F. If this Special Exception Redevelopment Plan Development Order 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 21, 2027, then this Special Exception Redevelopment Plan 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. If a building permit is issued on or before January 21, 2027 the project shall be vested.

H. This Special Exception Redevelopment Plan Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Applicant/Property Owner and shall be binding on the Applicant/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.: 4241-07-04-0100).

ORDERED this 21st day of January, 2025.

(CITY SEAL)

By: _____
JASON LESLIE
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

LEGAL DESCRIPTION (from SunBros site plan)

LEGAL DESCRIPTION:

TAKEN FROM OFFICIAL RECORD BOOK 4760 PAGE 3899 OF THE PUBLIC RECORDS IN VOLUSIA COUNTY, FLORIDA;

LOT 10, BLOCK 14, LA VEGA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 58, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOCATION MAP



PARCEL ID:	4241-07-04-0100
OWNER:	D2S PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT:	D2S PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
SPECIAL EXCEPTION REDEVELOPMENT PLAN ADDRESS:	14 SOUTH YONGE STREET, ORMOND BEACH, FL 32174

EXHIBIT “B”

14 South Yonge Street, SunBros Coffee Special Exception Redevelopment Plan Conditions

- 1. Landscape waiver.** Section 3-06 of the City's Land Development Code (LDC) requires landscaping buffers on all sides of the property. The north and south side property lines both require a 6-foot landscaping buffer. Based on the limited lot width of the non-conforming property, the site plan design has prioritized internal traffic circulation for customers and emergency access, and have requested waivers to landscaping buffer requirements on the side property lines to accommodate the traffic circulation requirements. The landscape plan shows a 0-foot landscape buffer in lieu of the 6-foot requirement on the north side property line and a 3-foot landscape buffer in lieu of the 6-foot requirement on the south side property line. The landscape waiver, as shown in Exhibit “C”, is hereby granted.
- 2. Building wall signage waiver.** Section 3-48(E) of the Land Development Code regulates building wall signage standards. The wall signage size allowance is based on the amount of linear feet of the proposed building. The proposed building is only 10 feet wide and according to the signage regulations in Section 3-48, would only be permitted to have one wall sign with a maximum of 10 square feet of wall signage. The applicant is proposing wall signage on the building frontage facing South Yonge Street of approximately 25.75 square feet and a second wall sign on the south side of the proposed building at approximately 15.55 square feet. The wall signage waiver requests are to allow for two wall signs with approximately 41.3 square feet total. The building wall signage waiver, as shown in Exhibit “C”, is hereby granted.

SUNBROS COFFEE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL
FINAL ENGINEERING PLANS

OWNER:
SUNBROS COFFEE
212 SEA TURTLE WAY
ST. AUGUSTINE, FLORIDA 32084
PHONE NUMBER: (765) 491-0934
FAX NUMBER
CONTACT PERSON: DAN SUNDELL
e-mail: dan_sundell@hotmail.com

CIVIL ENGINEER:
ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: RANDY W. HUDAK, P.E.
e-mail: rhudak@zeycohen.com

SURVEYOR:
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 264-8490
FAX NUMBER: (386) 845-9216
CONTACT PERSON: JOSEPH WOODBRIDGE, RLS
e-mail: gds.jnc.11@gmail.com

LANDSCAPE ARCHITECT:
ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: CHERYL W. CAMPBELL, LA
e-mail: ccampbell@zeycohen.com

PROJECT DESCRIPTION:

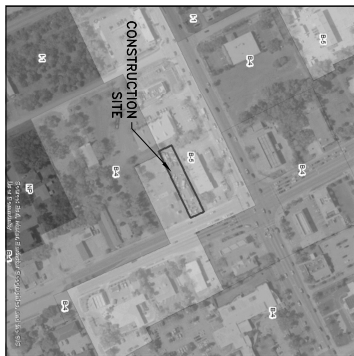
THIS PROJECT INCLUDES THE DEVELOPMENT OF A DRIVE-THRU COFFEE SHOP.

SITE INFORMATION:

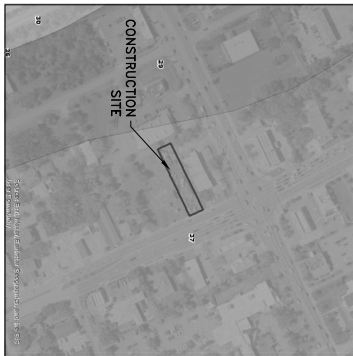
SITE ADDRESS:	14 S YONKE ST, ORMOND BEACH, FL 32174		
PROJECT AREA:	0.29 AC		
TAX PARCEL ID. #	4420704010		
EXISTING ZONING:	SERVICE COMMERCIAL		
PROPOSED ZONING:	HEAVY COMMERCIAL		
EXISTING LAND USE:	HEAVY COMMERCIAL		
PROPOSED LAND USE:	HEAVY COMMERCIAL		
CONVEYED LAND USE:	HEAVY COMMERCIAL		
CONVEYED LAND USE:	HEAVY COMMERCIAL		
SERVICES:			
FRONT:	20 FT		
SIDE:	10 FT		
REAR:	20 FT		
REQUIRED LANDSCAPE BUFFER(S):	0 FT NON-CONFORMING		
NORTH:	3 FT AS APPLIED (NON-CONFORMING)		
SOUTH:	3 FT AS APPLIED (NON-CONFORMING)		
WEST:	20 FT		
EAST:	20 FT		
TYPICAL STREET:	20 FT		
ADJACENT BUILDING LOT COVERAGE:	50 FT		
ADJACENT BUILDING HEIGHT:	0.29 AC/95%		
ADJACENT BUILDING SURFACE (CONFORMING OR EXISTING DISTRICT):	0.29 AC/95%		
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH		
LAND USE TABLE:			
EXISTING CONDITIONS:	ACREAGE	PERCENTAGE	
BUILDINGS:	0.016 AC	5.00%	
PAVEMENT & SIDEWALK:	0.09 AC	69.45%	
LANDSCAPE/OPEN SPACE:	0.016 AC	5.00%	
PROPOSED IMPROVEMENTS:			
BUILDINGS:	0.006 AC	2.07%	
PAVEMENT & SIDEWALK:	0.212 AC	73.10%	
LANDSCAPE/OPEN SPACE:	0.072 AC	24.83%	
TOTAL IMPROVEMENTS:	0.294 AC	100.00%	
TOTAL IMPROVEMENTS:	0.294 AC	100.00%	
ADJACENT AREA COMPARISON:			
EXISTING:	0.279 AC	44.83%	
PROPOSED:	0.216 AC	75.17%	



VICINITY MAP
SCALE: 1" = 800'



ZONING MAP
SCALE: 1" = 200'
CURRENT ZONING FOR THIS SITE IS: B-5



SOILS MAP
SCALE: 1" = 100'



FLOOD ZONE MAP
SCALE: 1" = 100'
THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS Z17020202A, DATED 9/29/2017 &
Z17020202B, DATED 9/29/2017

SHEET INDEX:	
C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	DEMOLITION & EROSION CONTROL PLAN
C4	GEOMETRY, SIGNAGE & STRIPING PLAN(S)
C5	CONSTRUCTION DETAILS
LA1-LA2	LANDSCAPE PLAN & DETAILS
IR1-IR2	IRRIGATION PLAN & DETAILS
VSP1	VEHICLE STACKING PLAN

LEGAL DESCRIPTION:

TAKEN FROM OFFICIAL RECORD BOOK 4700 PAGE 3899 OF THE PUBLIC RECORDS IN VOLUSIA COUNTY, FLORIDA.
LOT 16, BLOCK 14, LA VEA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SUNBROS COFFEE FINAL ENGINEERING PLANS COVER SHEET

CITY OF ORMOND BEACH

VOLUSIA COUNTY, FLORIDA



PROJECT NO: 20-2402
DATE: 9/29/2017
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1" = 100'

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

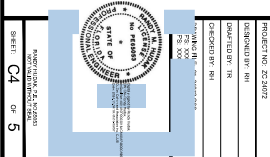


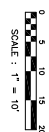


VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

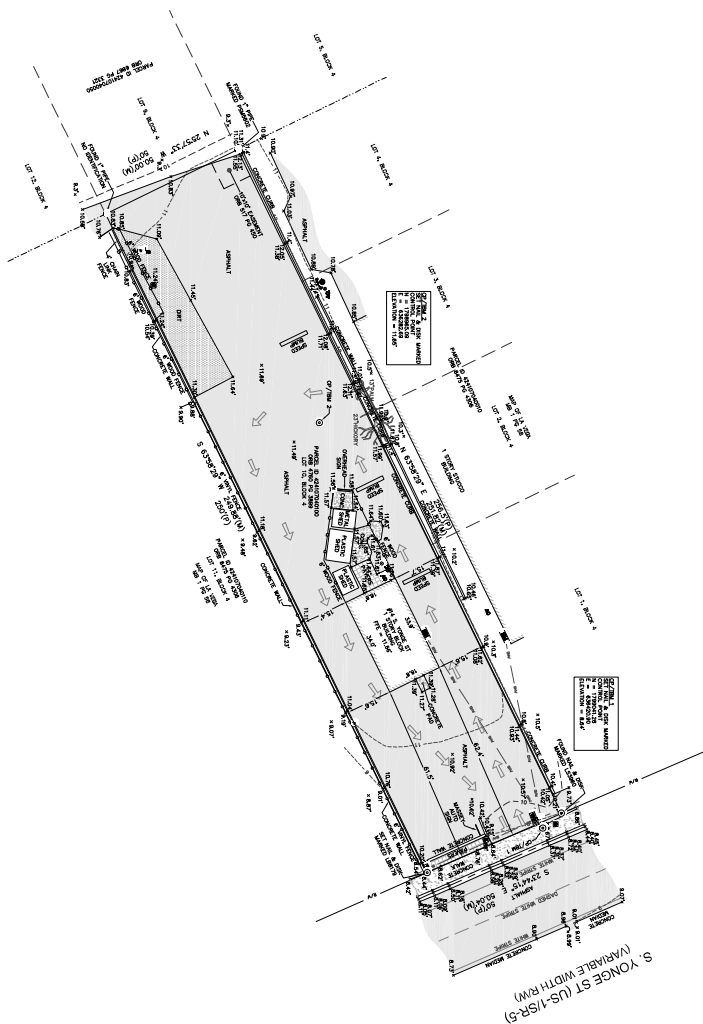






**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHARGE BLVD., STE. C
ORLANDO, FL 32834
WWW.ZEVCOHEN.COM

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
14 S. YONGE STREET - TAX PARCEL ID 424107040100
SECTION 41, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



SYMBOL LEGEND	
	COMMUNICATIONS HAND BOX
	COMMUNICATIONS JUNCTION BOX
	ELECTRIC HAND BOX
	ELECTRIC METER
	ELECTRIC OUTLET
	ELECTRIC PANEL
	HVAC UNIT
	REGISTRATION CONTROL VALVE
	SUPPORT POST
	TOILET CLEANOUT
	WATER METER
	WELL
	WOODEN LIGHT POLE
	WOOD UTILITY POLE WITH TRANSFORMER

ABBREVIATIONS	
OPTIM	CONTROL POINT/TRANSITARY BENCHMARK
FTOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIDE	FLORIDA FLOOD ELEVATION
FRNN	FLORIDA REVENUE REFERENCE NETWORK
GNS	GLOBAL NAVIGATION SATELLITE SYSTEM
LB	LEDES BUSINESS
NGS	NATIONAL GEODETIC SURVEY
ORNG	OFFICIAL RECORD BOOK
PAJCS	PAID/PAYABLES
PE	PERSON
PEDE	PEDESTRIAN
PSM	PROFESSIONAL SUPERVISOR AND MAPPER
PRK	REAL TIME ALTIMETERS

DATE	REVISION	BY
07/29/2024	ADDRESS ATTORNEY COMMENTS	JWM

LINE TABLE

_____ 6W _____	OVERHEAD WIRES
_____ 6/M _____	RIGHT-OF-WAY

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CONNECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OR PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 61J.07, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 412.07, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREIN.

SIGNED _____
JOSEPH JAY WOODCRANCE, PSA, L39044
DATE JULY 12, 2004

SURVEYOR'S NOTES:

- [illegible]

CONFIDENTIAL 2024

Page 1617 of 1683



**SunBros Drive-Thru
Coffee Project**
14 S. Yonge Street
Ormond Beach, FL 32174

Synthetic Stucco



Cultured Stone Veneer



**EZ LEDGE
GOLA**



Proposed Materials and Colors

Note: Proposed signage will be permitted separately



Visualization of SunBros Coffee

*Final construction may be slightly different
but this is the style we are designing to
achieve.*

Lighting: Textured Architectural Bronze

- LED up-down light
- LED wall pack light



- Flat Roof with front Parapet**
- 6 inch decorative band cap
- 3 dimensional reveals on columns and stone veneer
- Contemporary accent lights

Metal Awning

Extruded aluminum in Bronze
with pipe supports



Sherwin-Williams Colors

Primary: Iron Ore
SW 7069
251-C7



Accent: Dried Edamame
SW 9122
209-C4





Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174

North Side Elevation



PLANNING BOARD STAFF REPORT

14 S. Yonge Street, Special Exception
Project Number: PZ-2024-112

PLANNING BOARD DATE:	December 12, 2024
TENTATIVE CITY COMMISSION DATE:	January 21, 2025 (only one hearing)
APPLICANT:	Zev Cohen and Associates, on behalf of the property owner, Massey Auto Brokers, Inc., and proposed tenant, Dan Sundell of SunBros Coffee
LOCATION:	14 S. Yonge Street
REQUEST:	Special Exception Redevelopment Plan, SunBros 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 Zev Cohen and Associates, with authorization of the property owner, Massey Auto Brokers, Incorporated, and proposed tenant, Dan Sundell of SunBros Coffee for a Special Exception Redevelopment Plan to allow the redevelopment of 14 S. Yonge Street from a vehicle sales business to a Restaurant, Type C, to construct an approximately 250-square-foot free standing drive-through only coffee shop and associated site improvements. 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. Due to the existing site constraints from the lot size, the applicant is requesting two waivers as part of this Special Exception application, **1)** a waiver to landscaping buffers on the north and south side property lines, and **2)** the City's wall signage standards.

SECTION 2, BACKGROUND: The subject property is located in the Downtown Overlay District on South Yonge Street, just south of West Granada Boulevard. The parcel was previously a vehicle sales business that has recently closed and the proposed tenant wishes to redevelop the site into a drive-through only coffee shop. The project is currently under review for redevelopment by the City's Site Plan Review Committee (SPRC). The redevelopment plan includes a full site re-design to demolish the existing structure and build an approximately 250-square-foot building, add new site signage, and re-striping the parking lot to accommodate the drive aisles and dumpster enclosure, and landscape planting improvements. The applicant has requested two waivers to the Land Development Code for this redevelopment project which includes **1)** landscaping requirements along the north and south side property lines as required in Section 3-06, and **2)** building wall signage standards as required in Section 3-48(E) of the Land Development Code.

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.

The subject property is located in the B-5, Service Commercial zoning district which requires a minimum lot width of 100 feet. The existing parcel is currently nonconforming at 50 feet wide and the site is also nonconforming according to the City's Land Development Code standards. The parcel has a nearly 95 percent impervious surface area, and the proposed redevelopment is seeking to bring the site up to the maximum extent feasible due to the existing site constraints. The applicants propose to plant a 20-foot landscape buffer in the rear with additional landscaping on the south side property line, interior landscaping by the new building, and two large landscaping islands near the front of the property. The proposed building elevations have been provided and

demonstrate compliance with the City's neo-eclectic architectural style. These building and landscaping improvements aid in the redevelopment of the site and achieve a higher level of aesthetic appeal than what currently exists. It is important to note that any development at the proposed site would likely need to go through a redevelopment plan due to the existing site conditions and constraints.

One of the 2019 Downtown Master Plan themes is Economic Development and to encourage redevelopment of key underutilized sites. The parcel was previously a vehicle sales business that has recently closed and is located in a highly visible intersection with opportunities for redevelopment. The applicant, with authorization of the property owner, is proposing to fully redevelop the parcel and revitalize 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 retailers. The Ormond Beach Downtown Design Guidelines calls for properties in this area to build in a more suburban design. The proposed project provides quick-service options for vehicles traveling through the City and part of the project redevelopment 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 "Heavy Commercial" on the City's Future Land Use Map (FLUM), and is classified as B-5 (Service Commercial) on the City's Official Zoning Map. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Pep Boys Automotive	"Heavy Commercial"	B-5 (Service Commercial)
South	Magic Car Wash Too	"Heavy Commercial"	B-5 (Service Commercial)
East	Mobil Convenience Store and Medical supply office	"General Commercial" and "Heavy Commercial"	B-4 (Central Business) and B-5 (Service Commercial)
West	Dollar Tree	"General Commercial" and "Heavy Commercial"	B-4 (Central Business) and B-5 (Service Commercial)

The previous use was a Vehicle Sales business that was in business for over 30 years, but has since closed operations. The Special Exception Redevelopment Plan serves as a mechanism to allow for nonconforming lots within the Downtown Overlay District to be redeveloped with some site flexibility. The applicant is proposing to fully revamp the property to construct an approximately 250-square-foot free standing 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 building wall signage 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 north and south side property lines both require a 6-foot landscaping buffer. There are currently no landscaping buffers on any of the property lines, and as the applicant expresses in the letter, the site has a nearly 95 percent impervious surface area ratio. They are proposing to reduce this down to 75.17 percent with the redevelopment and replanting on other portions of the site. Due to the proposed business use, the applicants have prioritized internal traffic circulation for customers and emergency access, and have requested waivers to landscaping buffer requirements on the side property lines to accommodate the traffic circulation requirements. They are proposing a 0-foot landscape buffer in lieu of the 6-foot requirement on the north side property line and a 3-foot landscape buffer in lieu of the 6-foot requirement on the south side property line.

Waiver 2: Building Wall Signage Waiver

Section 3-48(E) of the Land Development Code regulates building wall signage standards. The wall signage size allowance is based on the amount of linear feet of the proposed building. The proposed building is only 10 feet wide and according to the signage regulations in Section 3-48, would only be permitted to have one wall sign with a maximum of 10 square feet of wall signage. Due to the narrow lot size, the width of the building is greatly reduced which impacts the ability to properly advertise the business. The applicant is proposing wall signage on the building frontage facing South Yonge Street of approximately 25.75 square feet.

Additionally, since the parcel is an interior lot it is only permitted to have one wall sign. The applicant is proposing a second wall sign on the south side of the proposed building at approximately 15.55 square feet.

The wall signage waiver requests are to allow for two wall signs with approximately 41.3 square feet total.

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 proposed use is a drive-through only with no inside or outside customer seating. The required number of parking spaces are outlined in Section 3-26 of the Land Development Code and will be met with the proposed site redesign. The City's vehicle stacking requirements will be met and will not have any adverse impacts on the adjoining properties. The applicant has also provided a traffic trips exhibit for the proposed use and is included in the applicant submitted paperwork in Attachment 3.

- 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 north and south side yard landscape buffer requirements as outlined in the analysis section above.

- 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.***

The Special Exception Redevelopment Plan serves as a mechanism to allow for nonconforming lots within the Downtown Overlay District to be redeveloped with some site flexibility. There have been no other Special Exception Redevelopment Plans 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 the site for a drive-through only 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.

The proposed development does not desire to install any site lighting in the parking lot. The applicant is proposing light 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 "Heavy Commercial", which the purpose is to provide for the sale, service, display, and storage of certain commodities which, by their nature, are not compatible with most retail uses. Such uses are often related to the automobile, but may also include business and home improvement services.

POLICY 1.2.5. of the Future Land Use states, "The redevelopment and renewal of blighted commercial areas shall be encouraged."

POLICY 2.1.14. of the Future Land Use states, "The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings."

This proposed development is seeking to renew a blighted property on a core intersection within the community and will be designed to meet the City's architectural standards. The 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 repurpose 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 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; however, the applicant has provided a traffic trips exhibit for the proposed use which is included in the applicant submitted paperwork in Attachment 3. The traffic flow will have a right turn in and right turn out only which is what currently exists today. 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 Special Exception Redevelopment Plan serves as a mechanism to allow for nonconforming lots within the Downtown Overlay District to be redeveloped with some site flexibility. The applicant is proposing to fully revamp the property to construct an approximately 250-square-foot free standing drive-through only coffee shop and associated site improvements. The existing parcel is currently nonconforming at 50 feet wide and it is important to note that any development at the proposed site would likely need to go through a redevelopment plan due to the existing site conditions and constraints.

- 8. The proposed development provides for the safety of occupants and visitors.**

The proposed development is a 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. The traffic flow will have a right turn in and right turn out only which is what currently exists today.

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 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 21, 2025. It is recommended that the Planning Board **APPROVE** the Special Exception Redevelopment Plan to allow the redevelopment of 14 S. Yonge Street from a vehicle sales business to a Restaurant, Type C to construct an approximately 250-square-foot free standing drive-through only coffee shop and associated site improvements. 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:

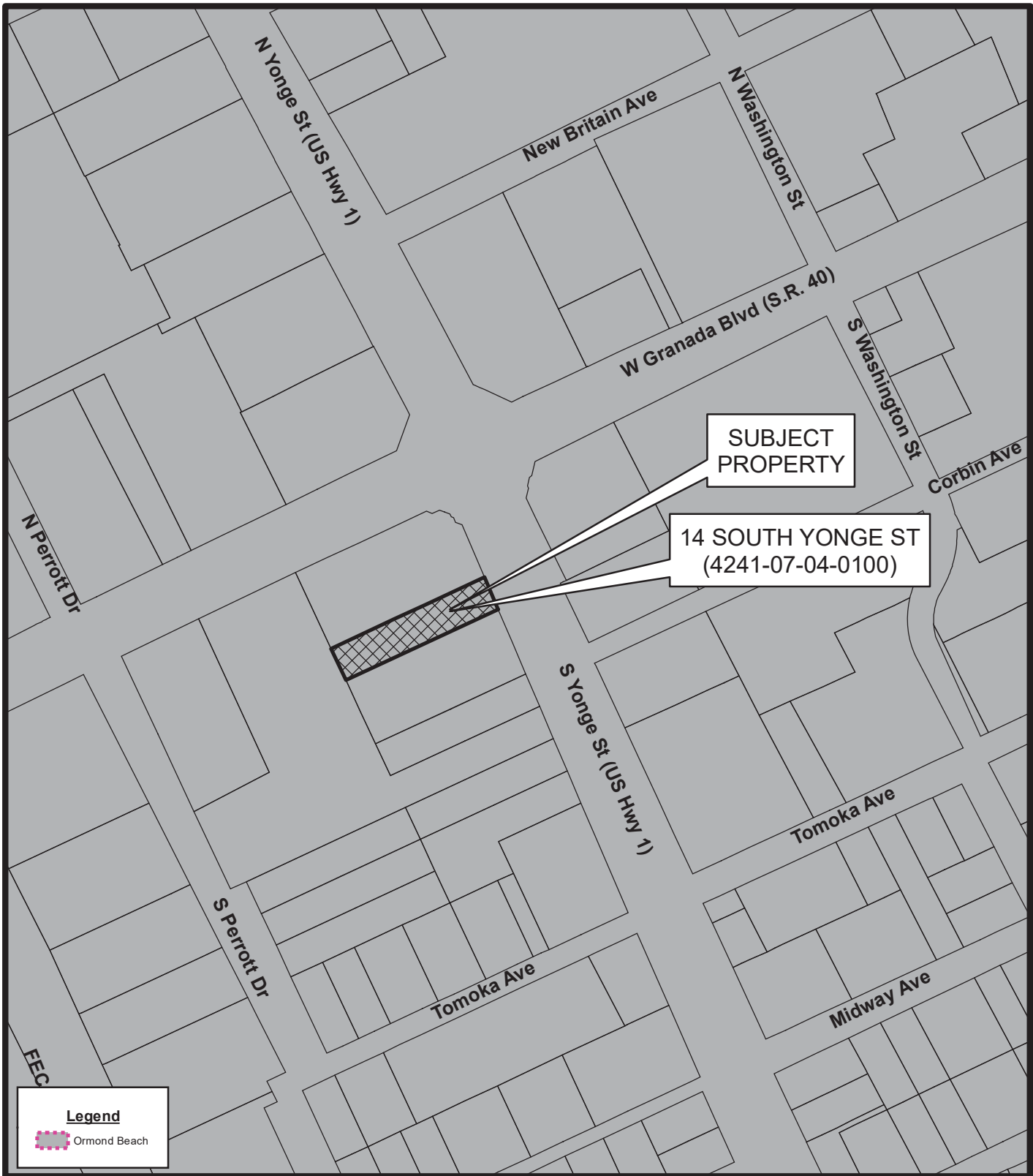
Site Maps and photos



AERIAL MAP
14 SOUTH YONGE ST
(4241-07-04-0100)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 18, 2024





LOCATION MAP
14 SOUTH YONGE ST
(4241-07-04-0100)

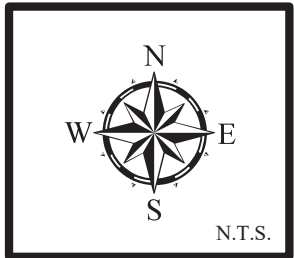
Prepared By: The City of Ormond Beach
G.I.S. Department - November 18, 2024

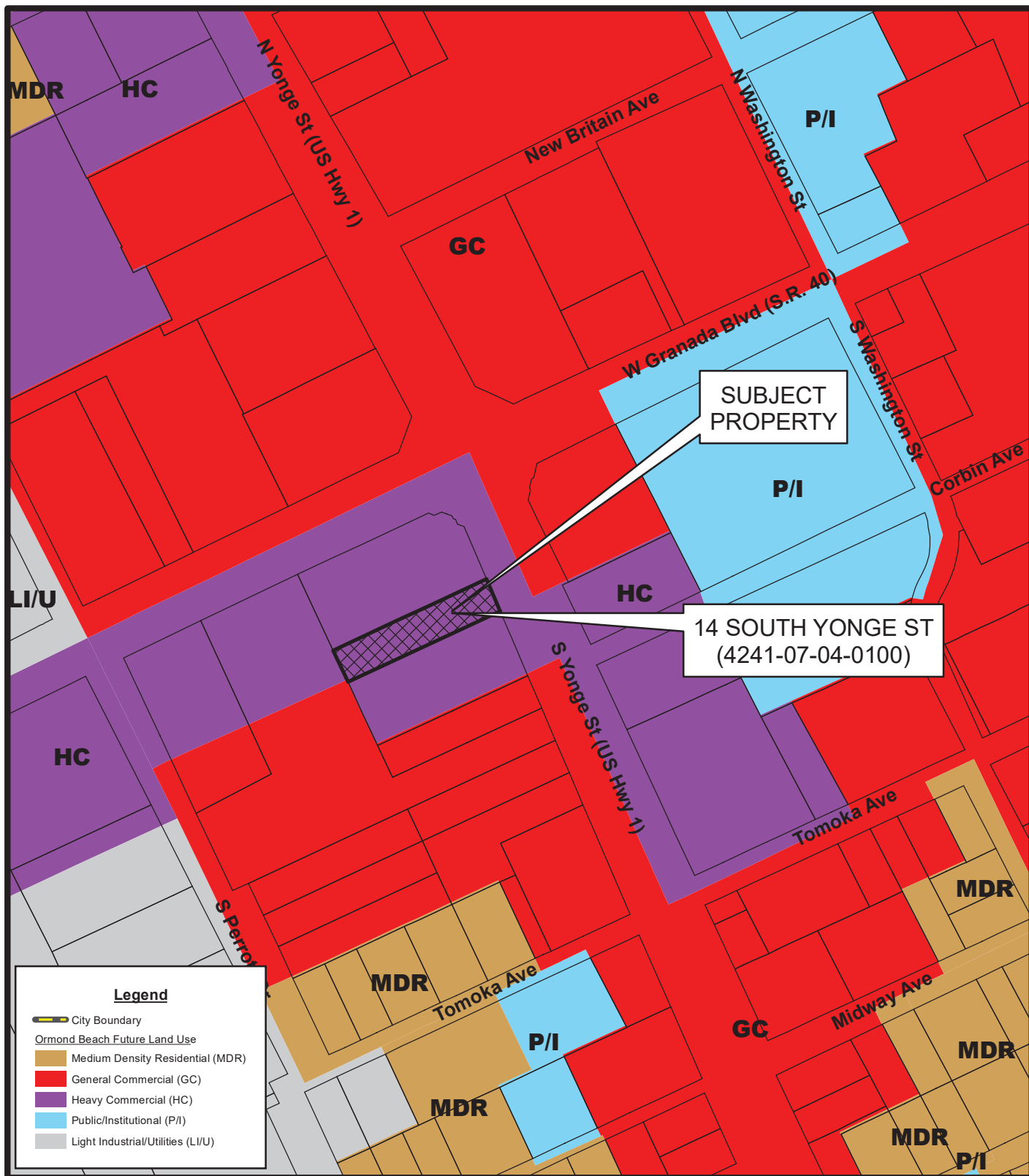




ZONING MAP
14 SOUTH YONGE ST
(4241-07-04-0100)

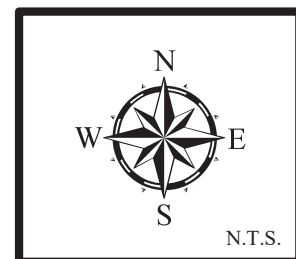
Prepared By: The City of Ormond Beach
 G.I.S. Department - November 18, 2024





FUTURE LAND USE MAP
14 SOUTH YONGE ST
(4241-07-04-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 18, 2024



View of the subject property facing northwest showing the location of the existing site conditions.



Aerial view of the subject property as of February 2024 showing the site conditions and constraints. The proposed redevelopment plan will enhance the site by removal of the existing building and add more impervious surface area.



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)

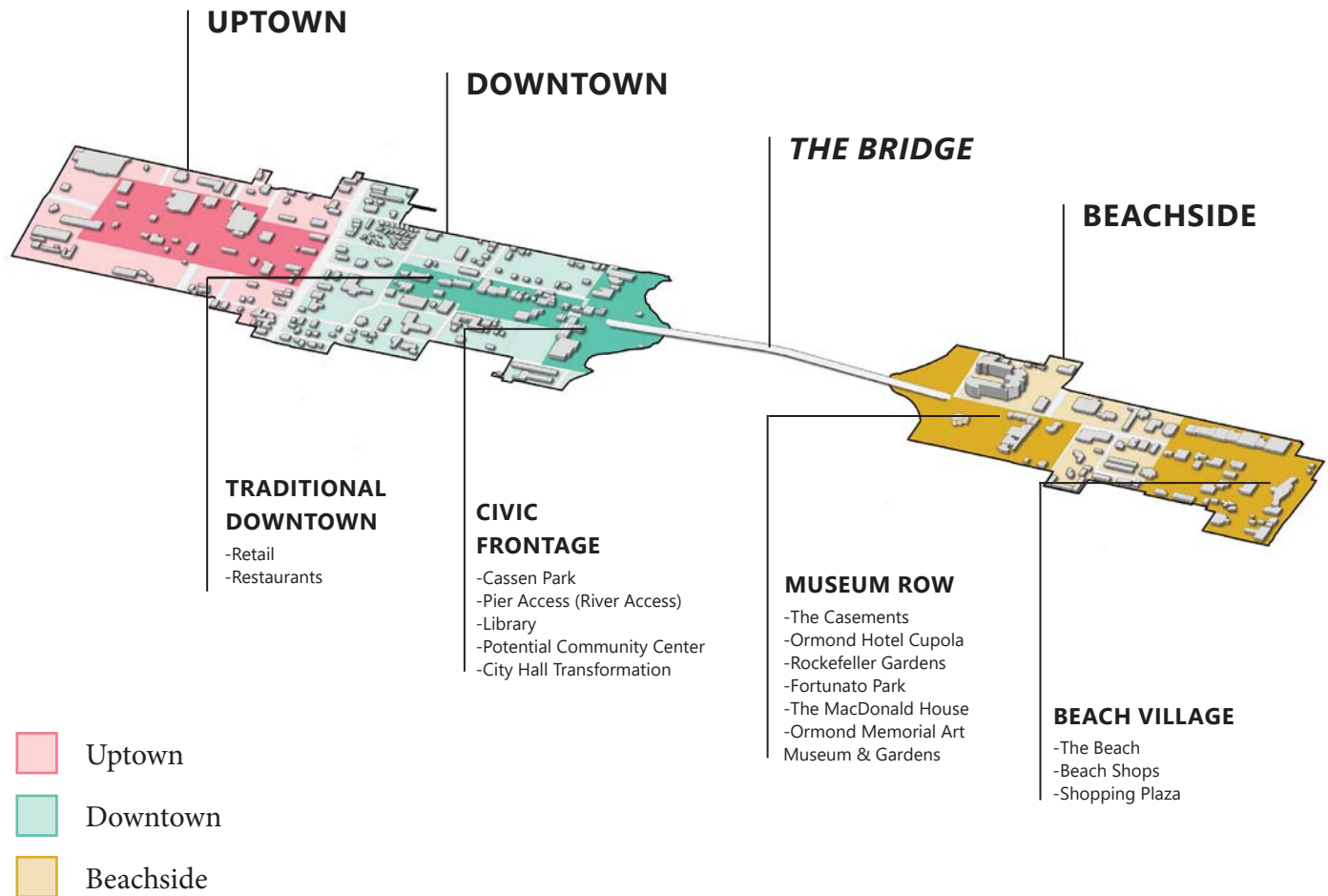
SECONDARY PRIORITIES

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 retailers. 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 be 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



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	Special Exception Redevelopment Plan	*Complete fee sheet (page 3)
Project Name:	SunBros Coffee	
Project Address:	14 S. Yonge Street Ormond Beach, Florida 32174	
Volusia County parcel number(s):	4241-07-04-0100	
Description:	Redevelopment of an existing vehicle sales lot into a drive-thru coffee shop.	
Pre-application date:	05/22/2024	Pre-application waiver granted: Yes - Side yard LA buffers

PROJECT COORDINATOR

Name:	Zev Cohen & Associates, Inc. / Randy Hudak, P.E.
Address:	300 Interchange Boulevard, Suite C
City, State, Zip code:	Ormond Beach, Florida 32174
Telephone:	(386) 677-2482
E-mail:	rhudak@zevcohen.com

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	D2S Properties, LLC / Dan Sundell (Contract Purchaser)		
Address:	212 Sea Turtle Way		
City, State, Zip code:	St. Augustine, Florida 32084		
Telephone:	(765) 491-0934		
E-mail:	dan_sundell@hotmail.com		

PROPERTY OWNER	
Same as project coordinator	Same as property owner
Name:	MASSEY AUTO BROKERS INC / LARRY MASSEY
Address:	14 S. Yonge Street
City, State, Zip code:	Ormond Beach, Florida 32174
Telephone:	(386) 672-7910
E-mail:	larrymassey45@yahoo.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 <u>Volusia</u> The forgoing instrument was acknowledged before me this _____ day of <u>November</u>, 20<u>24</u>, by <u>Dan Sundell</u> as <u>Owner</u> (title*) for <u>D2S Properties, LLC</u> (name of corporation*), who () provided _____ as identification, or () who is personally known to me. _____ 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:			\$850	\$1,250

Emilio A. O'Brien, Planner II
Zev Cohen & Associates, Inc.
300 Interchange Boulevard, Suite C
Ormond Beach, FL 32174

11/08/2024

Steven Spraker, AICP, Planning Director
City of Ormond Beach

Dear Mr. Steven Spraker,

Re: Special Exception CRA Application for SunBros Coffee

We are submitting our Special Exception Redevelopment Plan application for SunBros Coffee at 14 S Yonge Street, Ormond Beach, Florida. SunBros Coffee will provide a unique drive-thru experience, focusing on quality coffee, quick service, and delicious breakfast options for the Ormond Beach community. As part of this application, we are respectfully requesting waivers from the standard requirement outlined below:

Waiver Request 1: Minimum side yard landscape buffer of 6 ft

Reason for Waiver: The site is an existing small, non-conforming property within the Downtown Overlay, constrained by developments to the north and south. Currently, the lot has an impervious surface area of 94.98%, limiting options for traditional landscaping. Our proposed development aims to reduce this impervious surface area to 75.17%, effectively increasing the amount of greenspace and pervious areas on the site. Due to the proposed drive-thru operation, we prioritized circulation and access over the required side yard landscape buffers. We have accommodated a three-foot (3') buffer in the south buffer yard while maximizing green space in the center, as well as in the front and rear yards of the site.

Proposed north, side buffer yard: 0 ft

Proposed south, side buffer yard: 3 ft

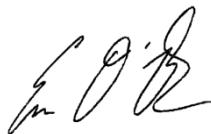
The existing vehicle sales lot does not effectively utilize green space, and our redevelopment plan aims to enhance the property by introducing additional green areas and creating a more aesthetically pleasing environment.

Additionally, based on the location, we are requesting permission to install an aluminum composite 'SunBros' sign beneath the gooseneck light on the south building façade, which will face the existing car wash to the south.

We believe these waivers will allow us to effectively implement our project while still addressing the intent of the standards. We are committed to ensuring that the project meets the intent of the Land Development Code and Comprehensive Plan and are happy to discuss any concerns or provide further documentation as needed.

Thank you for considering our requests. We look forward to your feedback.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. O'Brien', is written over a light blue horizontal line.

Emilio A. O'Brien, Planner II
Zev Cohen & Associates, Inc.

SunBros Drive-Thru Coffee Ormond Beach Plan

A drive-thru espresso and specialty coffee expansion

Updated November 4, 2024

INTRODUCTION

This business plan has been developed to secure approval to open our first **SunBros Drive-Thru Coffee** shop, extending our successful SunBros brand that started in Flagler Beach, FL in 2021. SunBros, coffee cup image and tag line “Life Begins with Coffee” are federally registered trademarks.

We will serve a variety of hot and iced coffee, espresso-based drinks, teas, smoothies, frappes, sandwiches and snacks. Utilizing our large kitchen asset in SunBros Café (301 Moody Blvd, Flagler Beach, FL 32136) will allow us to create and deliver fresh bakery goods and sandwiches daily. We will also sell branded travel mugs, T-shirts, hats, retail coffee beans, etc.

We are working with two outstanding companies, Kaldi Coffee Roasting and Mudslinger Coffee Consulting, both very successful cost-effective national coffee brands. Mudslingers Drive-Thru Coffee is in the business of expanding the drive-thru coffee industry and we are utilizing their expertise to develop our first drive thru coffee site.

The drive-thru concept offers our customers coffee and espresso-based products that maintain all the quality of a high-class “sit-down” coffee house while providing the convenience of a drive-thru.

ABOUT THE OWNERS

The Sundell brothers have complimentary experience in public, retail, and restaurant businesses and corporate environments managing large operations and developing global business strategies. Both have strong family values, significant experience in customer service, leadership, and team skills with a work ethic to develop successful businesses. Travis has 20+ years of restaurant management experience and is currently owner operator of SunBros Café in Flagler Beach. Dan has a master's degree in business administration, is former President of Cat Energy Solutions and retired from Caterpillar Inc. in 2021. He is co-owner of SunBros Café, is focused on property investments and SunBros business expansion.

The drive thru will be family run, and the manager will be Travis's son, Abrien, who currently manages front of the house in the Flagler Café.



Travis & Dan Sundell

**Owners: SunBros Café
& Coffee**



SIGNAGE PLAN

We will do separate permits for the signs but wanted to share an overview of our SunBros Coffee signage plan and provide the reasons for our design decisions. We believe this will fit nicely in the Ormond Beach Ocean and River Districts Downtown area.

In Priority order:

1. Main sign on front of building.
2. SunBros Coffee monument sign at the front of the lot. There is an existing monument sign for Massey's Car dealership but that will be demolished, and a new improved sign will replace it on lot further south.
3. We would like to have our SunBros Coffee tagline on the south side building parapet. "Life Begins with Coffee"

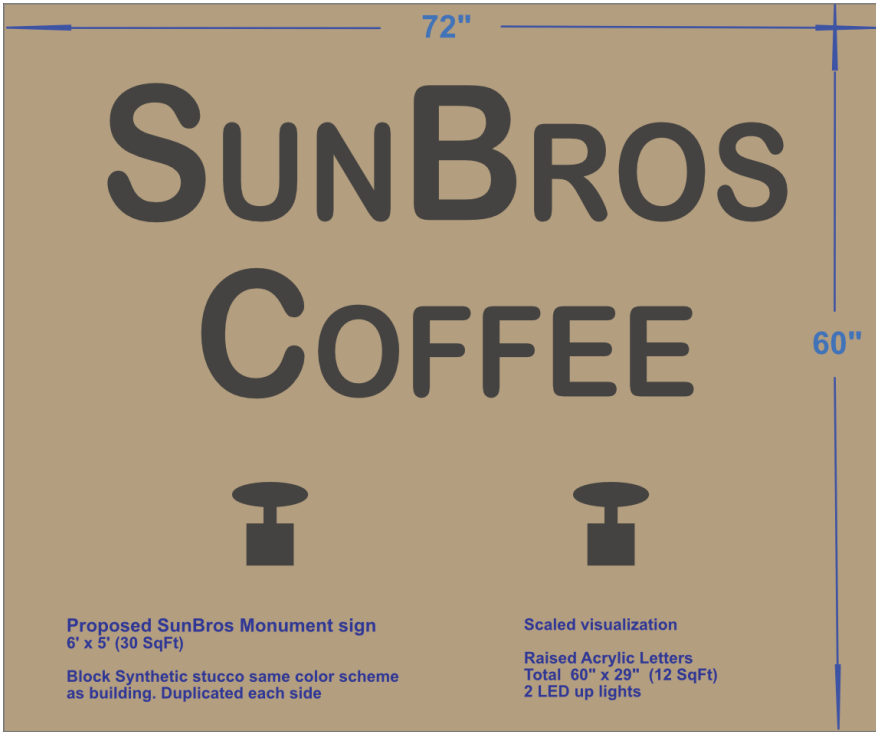
Main sign on Front of Building

This is a scaled example of the top parapet of the building with the raised acrylic or round light box sign.



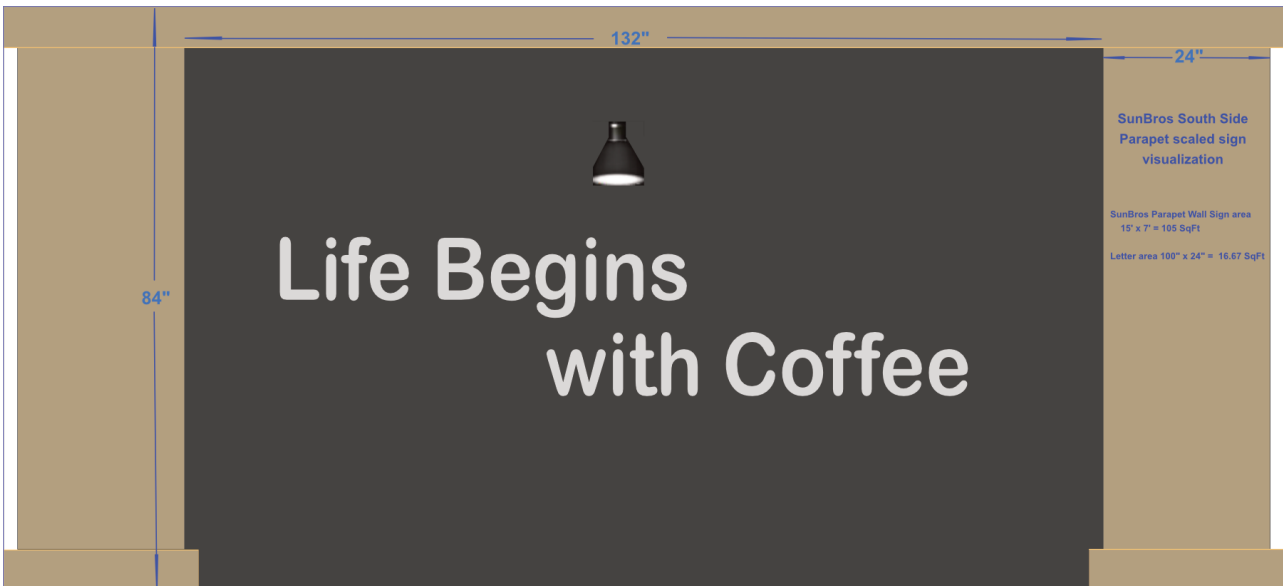
SunBros Coffee monument sign

The plan is for a 6 foot wide by 5 foot tall block stucco monument sign with raised letters, uplighting to match the building colors.



South side of building parapet

This depicts the parapet on the South side of the building. "Life Begins with Coffee" down lighted in raised letters or potentially a back lit box sign.



Current signage on our Flagler SunBros Café building.

We would like to keep a similar but economical sign concept as the SunBros Café in Flagler. This is shown as an example of why we have made the design choices for the Ormond Beach SunBros Coffee project.





**SunBros Drive-Thru
Coffee Project**
14 S. Yonge Street
Ormond Beach, FL 32174

Synthetic Stucco



Cultured Stone Veneer



**EZ LEDGE
GOLA**



Proposed Materials and Colors

Note: Proposed signage will be permitted separately



Visualization of SunBros Coffee

*Final construction may be slightly different
but this is the style we are designing to
achieve.*

Lighting: Textured Architectural Bronze

- LED up-down light
- LED wall pack light



Flat Roof with front Parapet

- 6 inch decorative band cap
- 3 dimensional reveals on columns and stone veneer
- Contemporary accent lights

Metal Awning

Extruded aluminum in Bronze with pipe supports



Sherwin-Williams Colors

Primary: Iron Ore
SW 7069
251-C7

SW 7069
Iron Ore

Accent: Dried Edamame
SW 9122
209-C4

SW 9122
Dried Edamame

South Side Elevation



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174

North Side Elevation



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174

Back Elevation



Date: 11-5-24
Rendering for: SunBros Coffee Project
Address: 14 S. Yonge Street, Ormond Beach, FL 32174

Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (938)

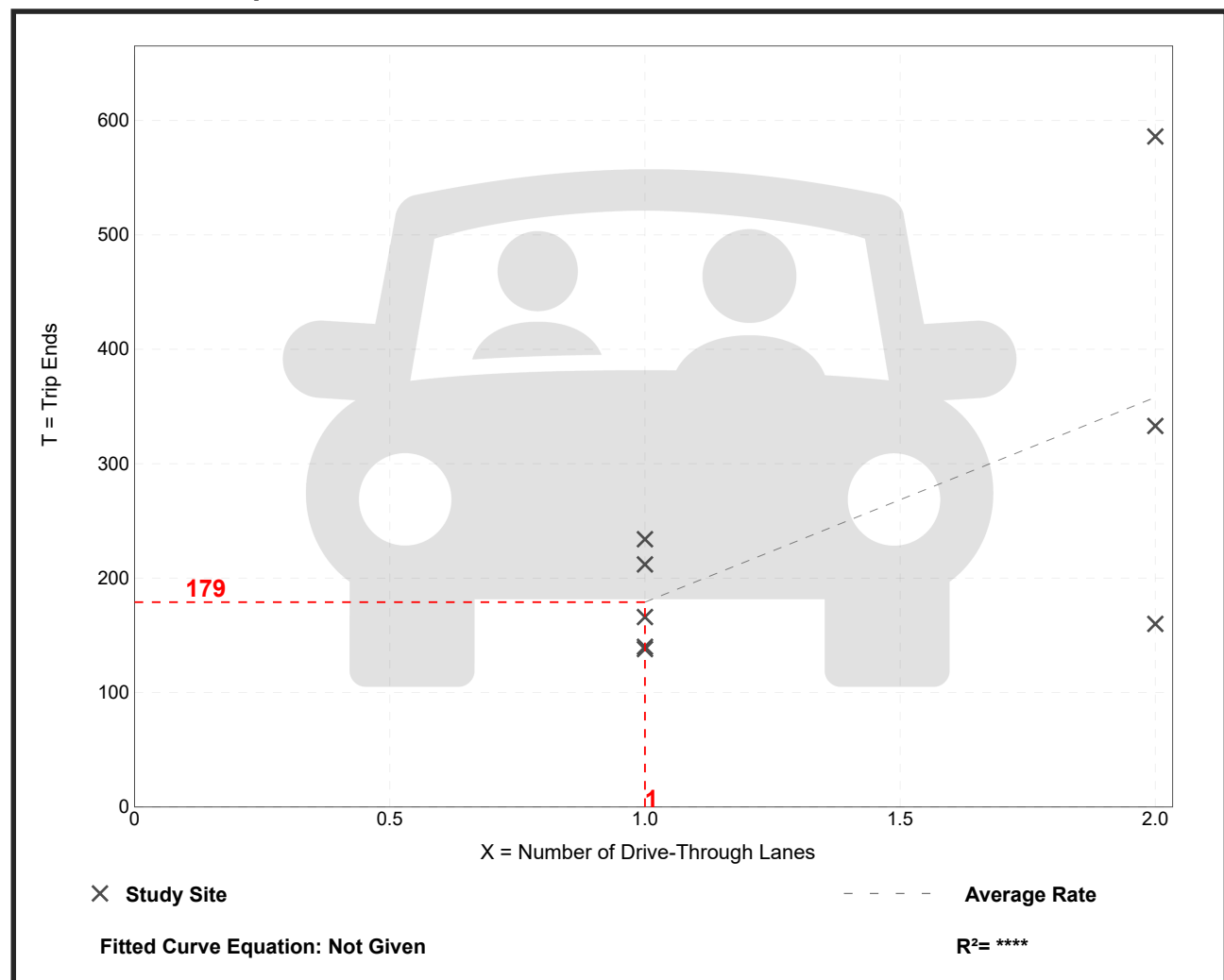
Vehicle Trip Ends vs: Drive-Through Lanes
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Drive-Through Lanes: 1
Directional Distribution: 50% entering, 50% exiting

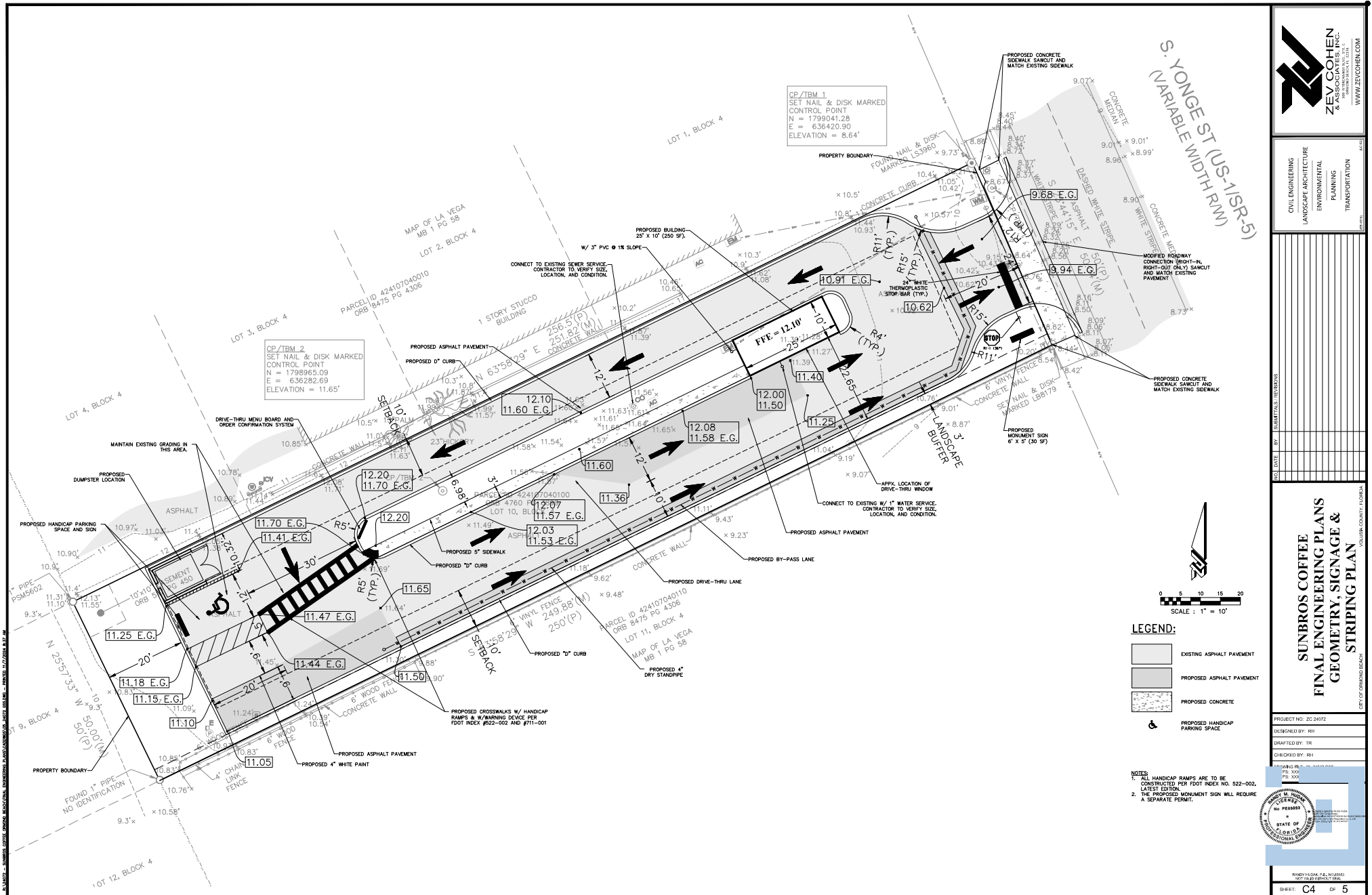
Vehicle Trip Generation per Drive-Through Lane

Average Rate	Range of Rates	Standard Deviation
179.00	80.00 - 293.00	74.48

Data Plot and Equation



240722 - SUMMITOS COTTAGE GROUPING BEACH/VIRTUAL ENGINEERING PLANS\CAD\DWG - PRINTED 11/7/2024 2:33 PM



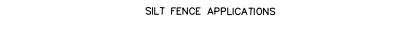
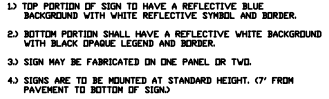
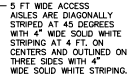
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

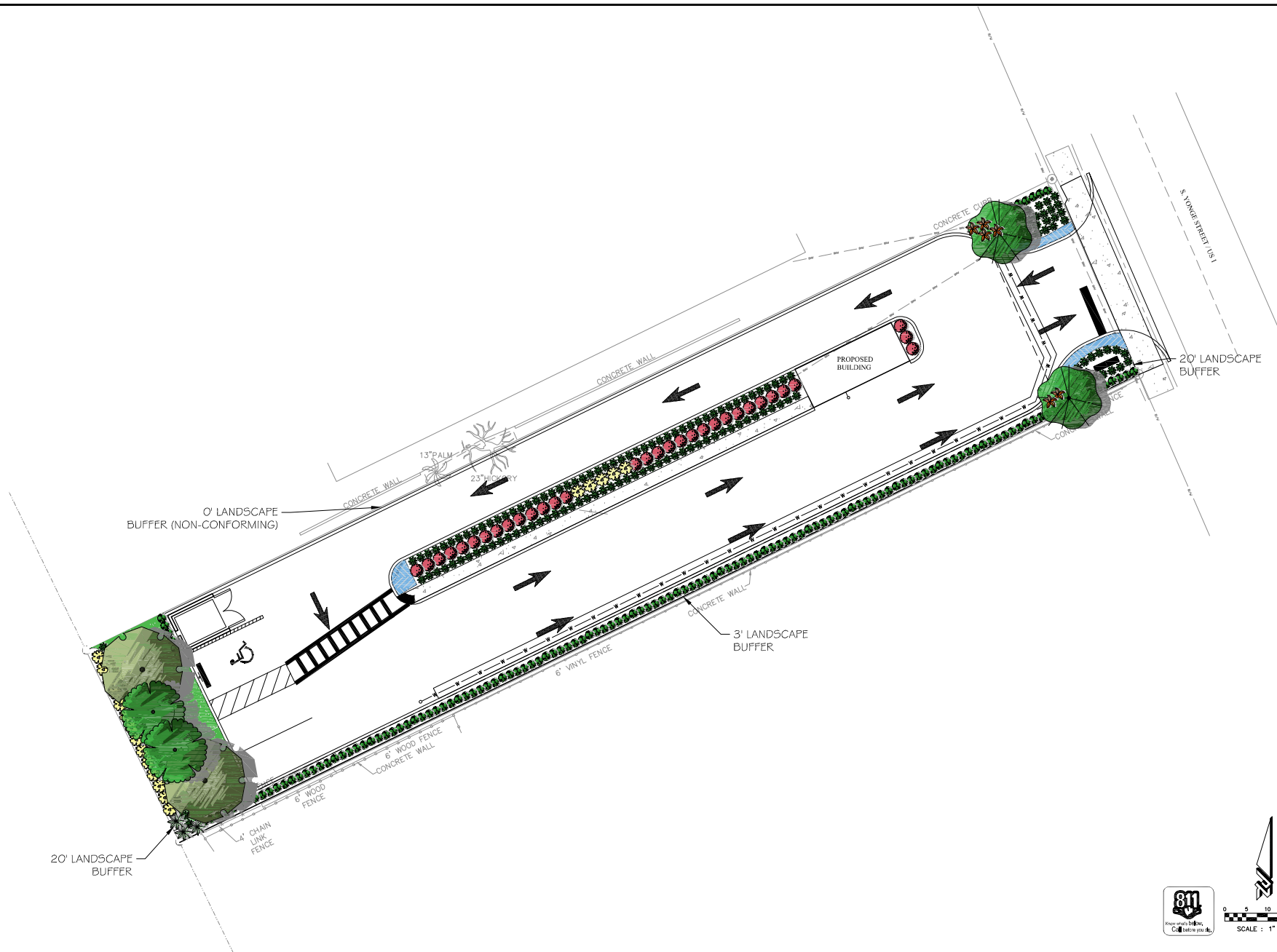
SUNBROS COFFEE
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

PROJECT NO: 20-3407
DRAWN BY: TR
CHECKED BY: RH
DATE: 10/13/2020
SCALE: 1" = 10'



PROJECT NO: 20-3407
DRAWN BY: TR
CHECKED BY: RH
DATE: 10/13/2020
SCALE: 1" = 10'





**SUNBROS COFFEE
FINAL ENGINEERING PLANS
LANDSCAPE PLAN AND
DETAILS**

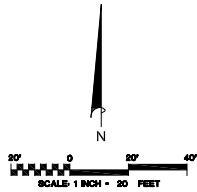
PROJECT NO: ZC 24072
DESIGNED BY: CWC
DRAFTED BY: CWC
CHECKED BY: CWC
DRAWING FILE: 24072 LA(COLOR_2) EPS: 24072 BAS.DWG EPS: 24072 SURV.DWG

CHEERYL W. CAMPBELL, PLA., NO. 000750
NOT VALID WITHOUT SEAL

SHEET: LA1 OF 2

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

14 S. YONGE STREET - TAX PARCEL ID 424107040100
SECTION 41, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



PROPERTY DESCRIPTION:

TAKEN FROM OFFICIAL RECORD BOOK 4760 PAGE 3899 OF THE PUBLIC RECORDS IN VOLUSIA COUNTY, FLORIDA:

LOT 19, BLOCK 4, LA VEGA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SYMBOL LEGEND

- COMMUNICATIONS HAND BOX
- COMMUNICATIONS JUNCTION BOX
- ELECTRIC HAND BOX
- ELECTRIC METER
- ELECTRIC OUTLET
- ELECTRIC PANEL
- HVAC UNIT
- IRRIGATION CONTROL VALVE
- SUPPORT POST
- UTILITY CLEANOUT
- WATER METER
- WELL
- WOODEN LIGHT POLE
- WOOD UTILITY POLE WITH TRANSFORMER

ABBREVIATIONS

- CP/TBM ■ CONTROL POINT/TEMPORARY BENCHMARK
- FDOT ■ FLORIDA DEPARTMENT OF TRANSPORTATION
- FEE ■ FINISH FLOOR ELEVATION
- FPNN ■ FLORIDA PERMANENT REFERENCE NETWORK
- GNSS ■ GLOBAL NAVIGATION SATELLITE SYSTEM
- LB ■ LICENSED BUSINESS
- NGS ■ NATIONAL GEODETIC SURVEY
- ORB ■ OFFICIAL RECORD BOOK
- PG&PGS ■ PAGE/PAGES
- PID ■ POINT IDENTIFIER
- PSM ■ PROFESSIONAL SURVEYOR AND MAPPER
- RTK ■ REAL TIME KINEMATICS

LINE TABLE

- BY ■ BY ■ OVERHEAD WIRES
- ■ RIGHT-OF-WAY

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 54-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

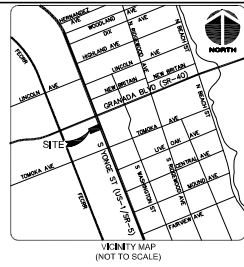
SIGNED: JOSEPH JAY WOODBRIDGE, PSM LB#604
DATE: JULY 12, 2024

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#18719

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AD&S NO. 2024-BTT-082
DRAWN: JAW
CHECKED: JAW
SHEET NO. 1 OF 1
FILE LOCATION: C:\Users\jw\Documents\2024\2024-BTT-082 - 14 S Yonge St - Boundary & Topographic Survey\2024-BTT-082-Boundary.dwg

SURVEYOR'S NOTES:

- THIS IS A MAP OF BOUNDARY & TOPOGRAPHIC SURVEY. THE PURPOSE OF THIS SURVEY IS TO SHOW EXISTING SITE IMPROVEMENTS, ELEVATIONS AND THE PROPERTY GEOMETRY AS DEFINED BY THE PROPERTY DESCRIPTION SHOWN HEREON AND AS REQUESTED BY THE CLIENT.
- EVERY EFFORT HAS BEEN MADE TO ACCURATELY IDENTIFY THE SPECIES OF TREES SHOWN HEREON. THE TREES SHOWN HEREON WERE IDENTIFIED BY INDIVIDUALS THAT DO NOT PRACTICE IN THE FIELD OF DENDROLOGY OR BOTANY. IT IS POSSIBLE THAT SOME TREES SHOWN ON THIS SURVEY WERE MISTAKENLY IDENTIFIED.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, TITLE REPORT OR TITLE OPINION.
- THE PROPERTY DESCRIPTION SHOWN HEREON WAS TAKEN FROM OFFICIAL RECORD BOOK 4760, PAGE 3899 AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- EASEMENTS, IF ANY, THAT MAY BE SHOWN HEREON ARE PER THE RECORDED PLAT OR INFORMATION OBTAINED BY A CURSORY SEARCH OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- NO INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
- THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE HORIZONTAL LOCATION OF THE POINTS HEREON WERE ESTABLISHED BY GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BROOK+ RECEIVER WITH FOOT-FPNN BASELINE CORRECTIONS. THE RELATIVE POSITIONAL PRECISION DOES NOT EXCEED 3 CENTIMETERS PLUS 50 PARTS PER MILLION.
- THE BASIS OF BEARINGS FOR THIS SURVEY AS SHOWN, ALONG THE PERIMETER PROPERTY LINES WERE ESTABLISHED BY GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BROOK+ RECEIVER WITH FOOT-FPNN BASELINE CORRECTIONS AND ARE REFERENCED TO THE FLORIDA STATE PLANE EAST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/2011.
- THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.
- ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
- BUILDING DIMENSIONS AND TIES TO PROPERTY LINES ARE MEASURED TO THE NEAREST 1/16" FEET.
- THE CONCRETE WALLS, CONCRETE CURBING AND FENCING ALONG THE NORTH AND SOUTH PROPERTY LINES LIE ON THE ADJACENT PROPERTIES.
- THE ELEVATION OF THE OF THE POINTS HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING NGS T.S. PID A21077 AND WERE ESTABLISHED WITH GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BROOK+ RECEIVER WITH FOOT-FPNN BASELINE CORRECTIONS AND BY DIFFERENTIAL LEVELING AND THEODOLITE LEVELING PROCEDURES USING A LEICA AUTO LEVEL AND SOKKIA TOTAL STATION INSTRUMENTS. THE RELATIVE ACCURACY DOES NOT EXCEED 5 CENTIMETERS PLUS 50 PARTS PER MILLION.
- UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.
- THIS PROPERTY LIES WITHIN FLOOD ZONE X. AREAS OF MINIMAL FLOOD HAZARD, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, (NIP FIRM) MAP NUMBERS 1212702020K AND 1212702020K WITH A REVISION DATE OF SEPTEMBER 20, 2017.
- THIS SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTIES: DANIEL G. SUNDELL, DGS PROPERTIES, LLC, COBB COLE, P.A. AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
- THIS SURVEY WAS CONDUCTED PER SECTION 472.027 FLORIDA STATUTES AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED BY CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, UNDER THE RESPONSIBLE CHARGE OF THE SIGNING SURVEYOR NAMED BELOW.
- THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER NOTED, AND EMBOSSED WITH THE SURVEYOR'S SEAL.
- THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1 INCH EQUALS 20 FEET ON 24 INCH BY 36 INCH MEDIA. THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED ON JULY 11, 2024 THROUGH JULY 12, 2024.



Planning Board minutes from December 12, 2024

ITEM:

PZ-2024-112

SunBros Coffee, 14 South Yonge
Street, Special Exception
Redevelopment Plan

Recommended for Approval (6-0)

C. PZ-2024-112 – 14 South Yonge Street, SunBros Coffee, Special Exception

Mr. Steven Spraker, City Planning Director, stated that this is an application for a Special Exception to allow for redevelopment of the parcel to a drive-thru only coffee shop, located in the Downtown Overlay District at 14 South Yonge Street. He showed the location of the property and pictures of the previous use.

Mr. Spraker displayed the site plan and detailed the proposed improvements for the drive-thru restaurant. He continued that the redevelopment reduces the amount of hard surface area from 95 percent to 75 percent. Mr. Spraker stated one waiver requested of the application was related to landscaping. The Land Development Code requires a six (6') foot landscape buffer on the north and south property lines. Based on the small lot width, the project is only able to achieve a 3' landscape buffer on the south property line.

The second waiver of the redevelopment plan was related to the building wall signage. The applicant is seeking two wall signs to total 41.3 square feet where the Land Development Code allows one sign of 10 square feet.

Mr. Spraker concluded that redevelopment of the property is difficult and site development waivers would be needed in almost any redevelopment of this parcel. He stated the Site Plan Review Committee is recommending approval of the Special Exception Redevelopment Plan. The tentative City Commission date is January 21, 2025.

Board Discussion and Questions

Mr. du Moulin stated he thought that this was a great idea at this location. He asked if they can move the location of the building to prevent cars from stacking. Mr. Spraker reviewed the site plan and detailed the stacking available and the turning movements.

Vice Chair Shull asked where the drive through orders were taken, the north or south side of the building. Mr. Spraker confirmed the south side of the building.

Applicant's Presentation

Mr. Randy Hudak, Zev Cohen & Associates, project engineer, 300 Interchange Boulevard stated that the building was pushed closer to US 1 to provide additional vehicle stacking. He detailed the ordering board location on the site plan. He stated that there are 13 total stacking spaces.

Mr. Jorczak asked if the project had an expectation of the number of traffic trips. Mr. Hudak stated the morning time would be their peak time. Mr. Hudak stated that using the Institute of Traffic Engineering (ITE) manual, the estimated trips per day would be 179 and an a.m. peak hour trip generation of 40 trips.

Mr. Galloway stated that these uses are popping up all over. He stated based on his experience he would expect to see 8 to 10 cars maximum stacking on a Saturday or Sunday.

Mr. Galloway stated he was interested in the building appearance. Mr. Hudak referenced an existing location in Flagler Beach and introduced Mr. Dan Sundell, SunBros Coffee.

Mr. Sundell stated that they have bought this site. He stated that they were particular in the building design. Mr. Galloway asked if the building was pre-fabricated or

constructed on-site. Mr. Sundell confirmed that the building was to be constructed on-site. He stated that building would include stucco and brick façade treatment. Mr. Sundell verified for the Planning Board that no walk-up customers would be allowed as the site would not support this type of service.

Vice Chair Shull asked about bringing the site up to the maximum extent practical what that meant. Mr. Spraker responded that the site is non-conforming in terms of lot width which led to design constraints that caused the need for the Special Exception Redevelopment Plan. Mr. Spraker stated that in the Downtown Overlay District there is an acknowledgement that sites will not be able to meet the Land Development Code requirements. He continued that the Redevelopment Plan in essence acts like a Planned Development for properties within the Downtown Overlay District.

Vice Chair Shull stated that she liked the logo on the wall sign and inquired to the monument sign. Mr. Sundell stated that the monument sign is still a work in progress and would meet the Land Development Code requirements.

Board Discussion

Mr. Scudiero stated that he liked the project and it was better than what previously existed. He stated that he hoped that the project can be approved, unlike the project last month.

Mr. Jorczak stated that the project is an improvement and a good re-use of an infill lot. He concluded that it is a nice way to add additional amenities to the Downtown area.

Mr. Railsback stated that this is an improvement within this area and a good step forward.

Mr. du Moulin stated he was for this redevelopment.

Vice Chair Shull stated she thought it was cute and a good improvement.

Board Recommendation

Mr. Scudiero motioned to approve PZ-2024-112 – 14 South Yonge Street, SunBros Coffee, Special Exception. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).



City of Ormond Beach

AGENDA ITEM

January 21, 2025 - City Commission

Number: 9.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	Res./Ord. No:	2025-05
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Citizens' Law Enforcement Advisory Board, Addition of Alternate Members (SECOND READING)		
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: On January 7, 2025, the City Commission nominated Jennifer Haines and Sean Daly to fill the alternate positions. A resolution approving these appointments will be brought back on the February 4, 2025 agenda.		
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	1/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/7/2025
	Joyce Shanahan, City Manager	1/13/2025

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~~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 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



Ordinance Adoption 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 21, 2025 - City Commission

Number: 9.B

Section:	SECOND READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	Res./Ord. No:	2025-06
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Leisure Services Advisory Board, Amendment to Composition (SECOND READING)		
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:	25-06 LSAB amend membership (P24-0243B) - Ordinance Business Impact Estimate LSAB removing PRIDE position 01-07-25		

Approval:	Kelly McGuire, Finance Director	1/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/7/2025
	Joyce Shanahan, City Manager	1/13/2025

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 21, 2025 - City Commission

Number: 9.C

Section:	SECOND READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	Res./Ord. No:	2025-07
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Quality of Life Advisory Board, Addition of Alternate Members (SECOND READING)		
Summary:	During the Appointment to Advisory Boards Workshop held 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: On January 7, 2025, the City Commission nominated Deborah Carter and Barbie Sardina to fill the alternate positions. A resolution approving these appointments will be brought back on the February 4, 2025 agenda.		
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	1/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/7/2025
	Joyce Shanahan, City Manager	1/13/2025

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.)