AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
April 15, 2025
7:00 PM
Mayor Jason Leslie

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

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS

5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - April 1, 2025

6. CONSENT AGENDA

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

A. **RESOLUTION NO. 2025-79**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FREIGHTLINER M2 16 YARD DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #368 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*

B. **RESOLUTION NO. 2025-80**: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES TO REPAIR A SEWER LATERAL AT 515 HAND AVENUE; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2025-81**: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF STEVEN TACINELLI AND DARLYNN TACINELLI, RELEASING A FIVE FOOT (5.0') PORTION OF A PLATTED CONSERVATION EASEMENT LOCATED ALONG THE REAR PROPERTY OF LOT 18, ORMOND LAKES UNIT VI (21 BLOCKHOUSE COURT); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2025-82**: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY OF VOLUSIA, UNDER THE OPIOID ABATEMENT FUNDING PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2025-83**: A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2023 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2025-84**: A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2024 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2025-85**: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF PINE25 ORMOND BEACH LLC, RELEASING ANY AND ALL RIGHTS, TITLE AND INTEREST THE CITY MAY HAVE IN AND TO THE PROPERTY GENERALLY LOCATED AT 4 SUNSHINE BOULEVARD, ORMOND BEACH, FLORIDA (PARCEL ID NUMBERS: 4218-00-03-0011 AND 4218-01-00-0730) AT THE AIRPORT BUSINESS PARK, PHASE I; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **Intent to Bid - Sports Complex Stormwater Retention Expansion**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

I. **Intent to Bid - CDBG Division Avenue North Side Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

J. **Intent to Bid - CDBG Military Boulevard Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

K. **Construction & Demolition Franchise Renewal - Extreme Concrete**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

L. **RFP - Employee Benefits Broker of Record Services**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

M. **City Manager's Monthly Report, April 2025**

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

Disposition: Accept as information as recommended in the City Manager staff report dated April 15, 2025.

7. PUBLIC HEARINGS

A. **ORDINANCE NO. 2025-14:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET (“THE BARBIE HOUSE”) FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2025-15:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE

CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **ORDINANCE NO. 2025-17:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2025-18:** AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Randy Hayes, City Attorney, (386) 236-2000*

9. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2025-16:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL

INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: *Chris Byle, Assistant Finance Director, (386) 676-3206*

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

April 1, 2025	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, and City Clerk Susan Carroll Dauderis.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS

5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - March 4, 2025

6. CONSENT AGENDA

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

A. **RESOLUTION NO. 2025-68:** A RESOLUTION APPOINTING A MEMBER OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2025-69:** A RESOLUTION APPOINTING A MEMBER TO THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2025-70:** A RESOLUTION ACCEPTING A BID FROM U.S. WATER SERVICES CORPORATION FOR CONSTRUCTION SERVICES REGARDING THE EMERGENCY STATIONARY BYPASS PUMP INSTALLATION PROJECT, UNDER BID NO. 2025-26; 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*

D. **RESOLUTION NO. 2025-71:** A RESOLUTION ACCEPTING A BID FROM GPS CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND SHORES PARK STORMWATER REPAIR PROJECT, UNDER BID NO. 2025-10; 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*

E. **RESOLUTION NO. 2025-73:** A RESOLUTION ACCEPTING A PROPOSAL FROM FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES TO PROVIDE A WATERSHED

ANALYSIS OF THE ORMOND TERRACE NEIGHBORHOOD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2025-74:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PURCHASE AUTHORIZATIONS FOR THE PURCHASE OF TWO FORD F350 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2025-75:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF A RECONDITIONED 1600 AMP SQUARE D BREAKER FOR THE WATER TREATMENT PLANT FROM CONSOLIDATED ELECTRICAL DISTRIBUTORS; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2025-76:** A RESOLUTION RESCINDING THE APPROVAL OF A CONTRACT RENEWAL WITH CERES ENVIRONMENTAL SERVICES, INC. REGARDING DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES; TERMINATING THE CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2025-77:** A RESOLUTION ESTABLISHING A METHOD FOR REIMBURSEMENT OF LOCAL ROAD IMPACT FEE CREDITS FOR THE RIDGEHAVEN PLANNED RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH THE PROPORTIONATE FAIR SHARE AGREEMENT APPROVED BY RESOLUTION 2023-152; AUTHORIZING AND DIRECTING THE REIMBURSEMENT OF SAME; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2025-78:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING A STATEMENT OF ALLOWABLE USES PURSUANT TO CHAPTER 70.001, FLORIDA STATUTES, FOR PROPERTY GENERALLY LOCATED AT 20 TOMOKA OAKS BOULEVARD, ORMOND BEACH, FLORIDA; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Randy Hayes, City Attorney, (386) 236-2000*

K. **Auto Renewal - Fireworks by Santore, Inc.**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

L. **Intent to Bid - 2025 Roadway Resurfacing**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

M. **RFP - Andy Romano Beachfront Park & Fire Station 91 Playgrounds**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

N. **RFP - Aquatic Weed Control Maintenance & Ditch Cleaning Services**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

O. **Bid Rejection - Purchase of Liquid Carbon Dioxide**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

7. PUBLIC HEARINGS

A. **ORDINANCE NO. 2025-13:** AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2025-14:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET (“THE BARBIE HOUSE”) FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2025-15:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2025-16:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE

SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chris Byle, Assistant Finance Director, (386) 676-3206*

9. STAFF ACTION ITEMS

A. North Halifax Drive Safety Study

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Evangelist John Jeyaseelan, Bethel Ministries, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Audience Remarks

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, discussed Vietnam Veterans Day, the celebrations held in honor of the occasion, and the impact Vietnam Veterans had on the community.

Mr. Richard Sawicki, 83 Lakebluff Drive, thanked Mayor Leslie and Commissioner Tolland for their support of Veterans. He honored them with a plaque and a token from the Vietnam Veterans of America Daytona Beach Chapter.

Mr. Mike Manis, 88 Seton Trail, voiced support of the Riverbend Trail system and thanked the Commission for their work on it. He discussed the history of the trails and proposed addition in place of the old Riverbend Golf Course. He provided a handout detailing the proposed paths and requested the Commission review the proposal and consider its implementation.

Mr. Ed Bobinski, 30 Melrose Avenue, expressed concerns on the Florida State Statute regarding anonymous code enforcement complaints, noting the deterioration of his neighborhood since the statute went into effect.

Ms. Denise Corley, 51 South St. Andrews, waived her time to speak.

Mr. John Measel, 16 Eagle Court, emphasized the need to prevent developers from destroying his neighborhood’s greenspaces. He expressed concerns regarding the development of the old Tomoka Oaks Golf Course due to traffic and pedestrian safety.

Ms. Nanette McKeel Petrella, 1288 Bel Aire Drive, Daytona Beach, 32118, stated she was speaking as the President of Daytona Dog Beach, Inc. expressing support of the Ormond Beach dog-friendly beach and thanked the City for their support.

Mr. John Bierworth, 27 Kenilworth Avenue, expressed concerns regarding a neighbor and provided background on the neighbor, code enforcement issues at the property, and safety concerns.

Volusia County Council Member Troy Kent, 130 Magnolia Drive, noted the importance of the City and Volusia County relationship and provided updates from the County Council, including the Belvedere Fuel Farm and dog-friendly beach.

Ms. Jennifer Bright, 221 Arlington Way, inquired about the City's part in the Volusia County Council's discussion of purchasing the Belvedere Fuel Farm property and annexation of the property.

Ms. Darla Widnall, 7 Shawnee Trail, thanked the City's Neighborhood Improvement Arborist, Laura Ureta, for her assistance and provided information regarding native tree cutting and trimming. She stated the residents were keeping up with the lawsuits regarding Tomoka Oaks.

Item #5 – Approval of Minutes

Mayor Leslie advised the minutes from the March 4, 2025, 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 Sargent moved, seconded by Commissioner Deaton, for approval of the March 4, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #6 – 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 Tolland requested Item 6I be pulled from the Consent Agenda.

Commissioner Deaton requested Item 6E be pulled from the Consent Agenda.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the Consent Agenda, absent Items 6E and 6I.

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

Item #6E – Work Authorization - Ormond Terrace Stormwater Study

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2025-73

A RESOLUTION ACCEPTING A PROPOSAL FROM FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES TO PROVIDE A WATERSHED ANALYSIS OF THE ORMOND TERRACE NEIGHBORHOOD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-73, as read by title only.

Commissioner Deaton stated she understood the cost of the study but requested staff speak on the need for the study, noting her dissatisfaction with the amount the city spends on studies.

Mr. Shawn Finley, Assistant City Manager, discussed the importance of the study, the need for the project, and the entire process from the study to the project. He stated the study would help with future budget planning, grants, and other potential funds. He highlighted the importance of continuing contracts within the city to help speed up the process.

Commissioner Deaton stated the study could not be completed in-house; whereby, Mr. Finley stated that was correct.

Mayor Leslie inquired if there would be another study after the proposed one; whereby, Mr. Finley stated the proposed study would bring the city to the point of being able to produce construction plans.

Commissioner Tolland inquired where the Ormond Lakes analysis was in relation to the study; whereby, Mr. Finley stated the Ormond Lakes analysis was a separate analysis and not included in the proposed study.

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

Item #6I – Ridgehaven Subdivision, Local Road Impact Fee Reimbursement Based on Proportionate Fair Share Agreement

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2025-77

A RESOLUTION ESTABLISHING A METHOD FOR REIMBURSEMENT OF LOCAL ROAD IMPACT FEE CREDITS FOR THE RIDGEHAVEN PLANNED RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH THE PROPORTIONATE FAIR SHARE AGREEMENT APPROVED BY RESOLUTION 2023-152; AUTHORIZING AND DIRECTING THE REIMBURSEMENT OF SAME; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-77, as read by title only.

Commissioner Tolland inquired why the impact fee was being reimbursed; whereby, Mr. Steven Spraker, Planning Director, stated per the Proportionate Fair Share Agreement in relation to the Planned Residential Development approved in 2023, required the initial payment. He explained the Land Development Code allows for local road impact credits, which was being proposed in the item.

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

Comments on the Consent Agenda

Commissioner Deaton expressed support of Item 6D regarding the Bid Award for Ormond Shores Park Stormwater Repair.

Item #7 – Public Hearings

Item #7A – Ending Fluoridation in Water Supply

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE

CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Dr. Bruce Manne, 1531 Oak Forest Drive, discussed his background and knowledge on fluoridation of water. He discussed the costs associated with the removal of the fluoride on the residents and encouraged the Commission to keep fluoride in the water.

Mr. David Brown, 151 Windward Circle, reviewed his background in the dentistry profession and encouraged the Commission to keep fluoride in the water. He stated the fluoridation did not help adults, noting it did help the development of children's teeth. He discussed studies on fluoridation, his personal history with the city, and the city's history with fluoridation.

Dr. Sean McDonnell, 323 Desoto Drive, New Smyrna Beach, 32169, discussed his history within the dentistry profession and expressed support of keeping fluoride in the water. He discussed the potential costs to his patients if fluoride was removed, compared to the city's cost of putting the fluoride in the water.

Mr. Palmer Vilagi, 245 County Road Circle Drive East, Port Orange, 32128, waived his time to Mr. Justin Harvey.

Mr. Justin Harvey, 103 South Osceola Avenue, Orlando, 32801, discussed court cases regarding fluoridation of city water. He reviewed fluoridated water statistics, studies, and examples of other municipalities that removed fluoride from their water. He noted his support of removing the fluoride from the city's water.

Ms. Michelle Edwards, no address provided, discussed the health risks of fluoride, fluoride intake, and its connection to poor oral health. She stated the city's responsibility should be to provide clean, safe water.

Dr. Jack Goldey, 736 Pringle Road, Port Orange, 32127, reviewed his history with the community, studies over the last 80 years, and political aspects of fluoride in the city's water. He expressed the importance of fluoride in the water.

Mr. Oscar Morejon, 166 Riverside Drive, spoke in favor of the city adding fluoride to the water. He discussed his view from the dental industry, noting the city's control of the dose of fluoride in the water and the benefits to children.

Dr. Athas Kometas, 4232 South Peninsula Drive, Port Orange, 32127, expressed support of fluoride in the city's water. He expressed the importance of dental hygiene, noting the number of dental professionals speaking on the benefits of fluoridating the water.

Mr. Stephen Obeng, 201 Chelsea Place Avenue, discussed the history of public fluoridation and encouraged the Commission to continue adding fluoride to the city's water.

Mr. Kent stated he was not speaking on behalf of the County, but for himself, and expressed support of the item. He discussed the research he conducted on the topic and the view of fluoride being a medicine added to the water. He questioned the dosage for those who drink a lot of water and requested the Commission not medicate his water.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-13, on second reading, as read by title only.

Commissioner Sargent stated he completed research on the topic and was supportive of the Ordinance. He explained he heard from both sides and discussed the background of the city adding fluoride to the water. He reviewed his research, the need for the citizens to choose, and the access to fluoride in other methods.

Commissioner Briley thanked the dental professionals for providing their thoughts on the topic. He discussed the scarcity of fluoride when it was voted to add to the city's water compared to the availability of it in current times. He stated his support of the Ordinance, noting if needed the Commission could reverse the decision.

Commissioner Deaton discussed her family's history with oral hygiene, the number of residents calling in support of the Ordinance, and her support of the Ordinance.

Commissioner Tolland thanked the dental industry advocates for their input on the topic. She stated her neutrality on the topic, noting she would like to see the citizens vote on whether to remove fluoride. She discussed her research, the number of flawed studies, citizen input, the other chemicals in the city's water, and seeing what happens with a similar item at the state level.

Commissioner Briley agreed with Commissioner Tolland and would like to see the topic on a future ballot for the citizens to vote.

Mayor Leslie stated he would be open to the idea of adding it to a future ballot. He discussed seeing what happens at the state level. He shared his belief that the fluoride in the water of his hometown had no impact on his oral hygiene. He stated he heard from more residents in favor of the removal of the fluoride and expressed his support of the Ordinance.

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

Item #7B – 63 Seville Street, Removal from the Historic Landmarks List, Land Development Code Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-14

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-14, on first reading, as read by title only.

Commissioner Briley expressed concerns regarding the removal of properties from the historical list. He inquired if there could be a change regarding the level of work done on a property and the criteria for when a property would need to be removed from the list.

Mr. Spraker stated there was a code amendment made to allow for similar work enhancements, noting the amendment did not cover additions to the property, and that the item currently before the Commission was regarding an addition to the property.

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

Item #7C – 1005 North US Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-15

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-15, 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

Mayor Leslie closed the Public Hearings.

Item #8 – First Reading of Ordinances

Item #8A – Update to City's Purchasing Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-16

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Chris Byle, Assistant Finance Director, stated the item was brought before the Commission based on their direction. He reviewed the benefits of the item, including the reduction in the number of agenda items on an annual basis, the purchasing threshold of surrounding municipalities, and the flexibility the item would allow. He indicated the proposed changes would still allow for proper competition, oversight, and transparency. He reviewed other options if the Commission did not approve the $75,000 threshold.

Ms. Bright expressed concerns of transparency, accountability, and citizen consent on items, noting her support of the current threshold.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-16, on first reading, as read by title only.

Commissioner Briley expressed concerns with the recommended increase, noting he could support the increase up to $50,000. He indicated his main concern was future staff changes, noting he trusted current city staff but in the future it would be unknown.

Mayor Leslie echoed concerns of the threshold increase, noting he could also support a limit of $50,000.

Commissioner Tolland inquired about the language within the item maintaining competition, oversight, and transparency; whereby, Mr. Byle noted the items above $25,000 would be listed on DemandStar for the minimum of 10 days for the public to submit proposals. She expressed support of the item.

Commissioner Sargent inquired if transparency would be lost; whereby, Mr. Byle stated none would be lost as requisitions would still be required and posted onto the online transparency portal, noting the item would help expedite the purchasing process. He inquired about the status of police vehicles; whereby, Ms. Shanahan explained the police vehicle purchases were an example and explained why there would be a delay with the current process. She noted the proposed changes did not alter the purchasing process other than allowing staff to approve instead of bringing it to the Commission on an agenda. Commissioner Sargent expressed support of the item, noting if there were staffing changes the Commission could consider changing the threshold.

Mayor Leslie inquired about backup police vehicles; whereby, Ms. Shanahan explained the backup vehicles were very old and outdated.

Commissioner Tolland discussed the need for quick purchases regarding many different items, not just emergency vehicles.

Commissioner Deaton stated the city operated at a lean budget and would be supportive of the proposed changes.

Commissioner Briley explained he trusted staff and expressed concerns regarding the lack of citizen input on the purchases.

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

Item #9 – Staff Action Items

Item #9A – North Halifax Drive Safety Study

Mr. Finley stated the item was for the Commission to accept the study presented earlier during the City Commission workshop on April 1, 2025, with staff understanding the comments and requests made by the Commission. He noted any work from the study would need to be separately approved by the Commission before it began.

Commissioner Deaton moved, seconded by Commissioner Sargent, to accept the North Halifax Drive Safety Study with the comments made during the April 1, 2025, City Commission workshop.

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

Item #10 – Reports, Suggestions, Requests

Events, Updates, and Requests
Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, past events, and updates on city projects.

Commissioner Sargent, Commissioner Deaton, Commissioner Briley, Commissioner Tolland, and Mayor Leslie discussed events they attended.

Commissioner Briley requested staff petition the Volusia County Council for the creation of new Community Redevelopment Agencies (CRA) and extending the ones currently in place. He expressed support of the dog-friendly beach. He voiced concerns regarding the paving of the road within Tomoka State Park.

Commissioner Tolland requested Mr. Finley attend the Elected Official's Round Table Stormwater Taskforce. She expressed concerns regarding the increased homelessness population. She announced upcoming city events.

Commissioner Deaton inquired if there was an update on a homeless workshop; whereby, Ms. Shanahan stated there were no updates at that time.

Belvedere Fuel Farm
Commissioner Sargent discussed the Belvedere Fuel Farm, noting its move to Palm Coast and thanked all those involved in helping with the move.

Commissioner Deaton, Commissioner Tolland, and Mayor Leslie thanked all those involved in helping with the move of the fuel farm.

Commissioner Briley voiced his concerns regarding the air permit still in place at the Volusia County location but looked forward to the move of the fuel farm.

Code Enforcement
Commissioner Sargent, Commissioner Deaton, and Commissioner Tolland discussed Code Enforcement and the need for pro-active enforcement.

Commissioner Tolland inquired if staff could reach out to Mr. Bierworth regarding his concerns; whereby, Police Chief Jesse Godfrey stated they were already in contact and looking into his concerns.

Wilmette Avenue Property Purchase
Commissioner Sargent gave updates on the property he proposed to be purchased by the city off Wilmette Avenue, providing a printout from the seller. He highlighted the property's features and the potential benefits for the city.

Mayor Leslie stated he would read the material provided.

Commissioner Tolland stated the proposed property was worth discussing and suggested it be discussed during the stormwater workshop on April 15, 2025.

Commissioner Deaton inquired about the price; whereby, Commissioner Sargent stated the city would need to do an official appraisal before determining the offer price.

Commissioner Briley agreed with Commissioner Tolland, noting he would like to see it discussed during the workshop.

Mayor Leslie inquired if staff could prepare something for the stormwater workshop on the property; whereby, Mr. Finley stated the appraisers were six to eight weeks out but staff would review what information could be available for the workshop.

Barracks of Hope
Commissioner Sargent inquired what was discussed with the Barracks of Hope organization and Mayor Leslie; whereby, Mayor Leslie stated he had a tour of the facility and invited other members of the Commission to tour.

Mayor Leslie discussed the mission of the organization, the facility, and the benefit of the organization to homeless veterans.

Commissioner Sargent inquired if Mayor Leslie promised funding to the organization; whereby, Mayor Leslie stated he did not promise funds, and clarified he stated he would pass along the information to city staff to allow officers to offer Barracks of Hope to homeless veterans.

Commissioner Sargent stated he did not want to use taxpayer funds to help fund the organization, noting residents could donate directly if desired.

Mayor Leslie indicated he toured the facility to learn about the organization and only offered to pass along the information to city staff to be able to offer homeless veterans a place to go.

Item #9 – Adjournment

The meeting was adjourned at 9:33 p.m.

APPROVED: April 15, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-79
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase a Freightliner M2 16-yard Dump Truck		
Summary:	This is a request to purchase one (1) Freightliner M2 16-yard dump truck under the Florida Sheriffs Association contract FSA23-VEH21.1 Spec.#59, for utilization at the Water Treatment Plant on Jeffferson St. This vehicle will be replacing vehicle #368, a 2006 Sterling 14-yard Dump Truck. Vehicle #368 and its replacement vehicle are utilized for hauling spent residual lime from the water treatment process. Due to the nature of the spent lime, this vehicle requires the use of an aluminum bed versus the conventional steel bed for longevity. Currently, the spent lime product is transported to a facility, which is then land spread for soil replenishment purposes. This vehicle is an integral part of the water treatment process. The vehicle being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated an average of $1,500-$3,000 will be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.		
Financial Impact:	Funding in the amount of $176,619 was included in the Fiscal Year 2024-25 budget within Fund 408 - Water and Wastewater Vehicle Replacement.		
Citizen Impact:	It is beneficial for the Water Treatment Plant to have suitable vehicles and equipment for routine maintenance in order to provide water to customers.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission approval for the purchase of one Freightliner M2, 16-yard dump truck under the Florida Sheriffs Association contract from Orlando Freightliner.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	1. 25-79 Dump Truck Purchase (P25-0042G) 2. CC 495-25 Freightliner M2 16-yard dump truck 3. FSA23-VEH21.1M2 Freightliner 2025
Approval:	Kelly McGuire, Finance Director 4/3/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-79

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FREIGHTLINER M2 16 YARD DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #368 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #368, a 2016 Sterling 14 Yard Dump Truck utilized by the City's Water Plant, which has been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) Freightliner M2 16 Yard Dump Truck in the amount of $176,619.00, from Orlando Freightliner, Inc., under the Florida Sheriffs Association Bid FSA23-VEH21.1, 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) Freightliner M2 16 Yard Dump Truck from Orlando Freightliner, Inc., in the amount of $176,619.00, and

WHEREAS, the City Manager has certified that funds for the purchase of the vehicle will be derived from the Water and Wastewater Vehicle Replacement Fund (408) in the

amount of $176,619.00, 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) Freightliner M2 16 Yard Dump Truck in the amount of $176,619.00, from Orlando Freightliner, Inc., under the Florida Sheriffs Association Bid FSA23-VEH21.1, and to pay the costs therefore from the Water and Wastewater Vehicle Replacement Fund (408).

SECTION TWO. The City Commission hereby declares vehicle #368 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500581
Vendor: ORLANDO FREIGHTLINER INC
Resolution No. 2025-79

Requisition By: Gray Reason: Purchase of One (1) Freightliner M2 16-yard dump truck for the Water Plant
Date: 4/15/2025

Purchase of Purchase of One (1) Freightliner M2 16 yard dump truck to replace vehicle 368
Florida Sheriffs Contract FSA23-VEH21.1 Spec. #59
Funding through Fund 408 - Water and Wastewater Vehicle Replacement.

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Freightliner M2 16-yard dump truck	EA	1	$111,765.00	**$111,765.00**
2	GVW Package	EA	1	$9,716.00	**$9,716.00**
3	RH Fender Mirror	EA	1	$58.00	**$58.00**
4	Front Row Tow Hooks	EA	1	$139.00	**$139.00**
5	Vertical Exhaust	EA	1	$741.00	**$741.00**
6	Air Ride Drivers Seat	EA	1	$150.00	**$150.00**
7	16' Dump	Ea	1	$40,630.00	**$40,630.00**
8	Backup Camera	EA	1	$1,235.00	**$1,235.00**
9	Body Vibrator	EA	1	$1,608.00	**$1,608.00**
10	Body Strobes	EA	1	$1,617.00	**$1,617.00**
11	Aluminum Water Tight Body*	EA	1	$8,960.00	**$8,960.00**
	***FSA Item for additional parts**			**Total**	**$176,619.00**

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY(VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

DATED:_____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:
Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:
All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:
Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:
The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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

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

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

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

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

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

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to

and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

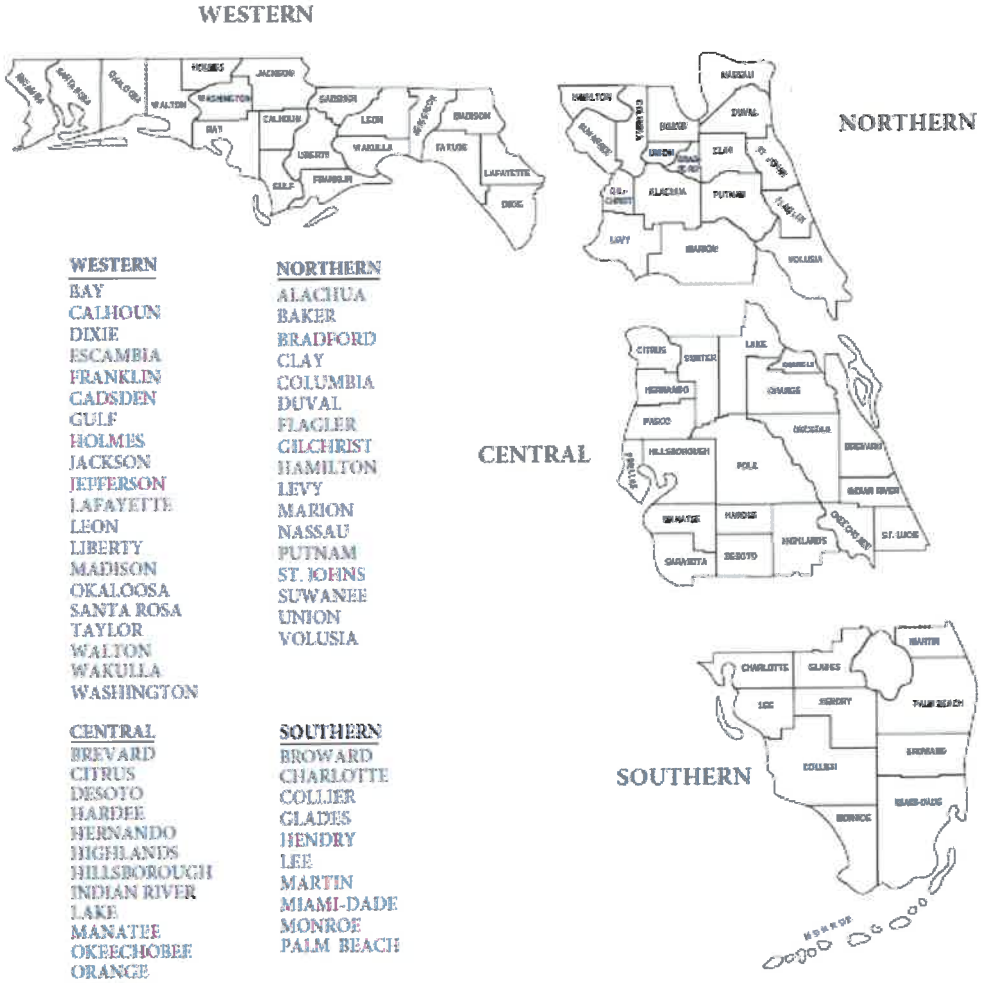
To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
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MONROE
PALM BEACH

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FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

H. Oliver

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

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
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
fsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

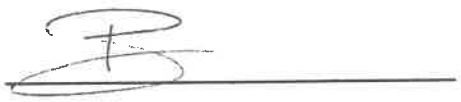
Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

ROBERT SCHARPNICK

Signature:



Awarded Vendor Company Name:

ORLANDO FREIGHTLINER

Date:

4-12-24

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Addition of Repair and Replacement Parts

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

Contract Amendment
FSA23-VEH21.1: Heavy Trucks and Buses
Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

For questions regarding this contract amendment, please email cpp@flsheriffs.org

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☑ **Yes, we wish to offer parts. Please see our completed pricing sheet.**

☐ **No, we do not wish to offer parts.**

Name of Authorized Agent (Please Print): Jerry Williams

Signature:

Awarded Vendor Company Name: Orlando Freightliner Inc.

Date: 2/26/25

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: Water Prod 3021 #368	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 25 points because it is 25 years old.	19	2006 Sterling 14 yd Dump
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	75,095
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Vehicle has scratches fading paint, dump body is worn, interior is fair.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	Frequent use by Water Plant.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	Vehicle has held up well, but due to age, major compenents will likely start to fail.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price $102,245.00 total $58,849.00 LTD M&R **57%** of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**40**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 59, Freightliner, M2, 112

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Orlando Freightliner	$111,765.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	$108,900.00	Build	Options
	Alternate	Orlando Freightliner	$111,765.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Central	Primary	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Orlando Freightliner	$111,765.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$106,600.00	Build	Options
	Alternate	Orlando Freightliner	$111,765.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

3-11-25

To Christine Jarrell/The City of Ormond Beach

Orlando Freightliner is pleased to provide the following quote via the 2024-2025 Florida Sheriffs Association bid #FSA23-VEH21.1

Spec #59	*$*	*111,765.00*
420-103 GVW package	*$*	*9,716.00*
74B-079 RH fender mirror	*$*	*58.00*
558-070 front tow hooks	*$*	*139.00*
016-1C2 vertical exhaust	*$*	*741.00*
756-338 air ride drivers seat	*$*	*150.00*
16' dump	*$*	*40,630.00*
Backup camera	*$*	*1,235.00*
Body vibrator	*$*	*1,608.00*
Body strobes	*$*	*1,617.00*
Option 900		
Aluminum water tight body in lieu of steel	*$*	*8,960.00*
Total	*$*	*176,619.00*

Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

Florida Sheriffs Association Cooperative Purchasing Program Options Template

Orlando

Bidder: Freightliner

Freightliner

Item make & model: M2 112

Item number: 59

Price	Description	Factory Installed or Vendor Installed?	Factory Invoice/MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
7693.00	400-1BA 58000 GVW package 114SD cab, 330HP L9-3500RDS-18K front-40K rears	Factory	MSRP less 25%	
9716.00	420-103 64000 GVW package 114SD cab 330HP L9-3500RDS 18K front-46K rears	Factory	MSRP less 25%	
25728.00	101-3FG 64000 GVW package 114SD cab-410HP DD13-4500RDS-18K front-46K rears	Factory	MSRP less 35%	
23701.00	101-26V 64000 GVW package-114SD cab-410HP X12-4500RDS-18K front-46K rears	Factory	MSRP less 35%	
35554.00	035-128 70000 GVW package 114SD cab-410HP DD13-4500RDS-18K front-46K rears-pusher axle	Factory	MSRP less 35%	
58.00	74B-079 RH fender mtd convex mirror	Factory	MSRP less 10%	
139.00	558-070 front tow hooks		MSRP less 10%	
2792.00	52000# rear suspension	Factory	MSRP less 10%	
741.00	016-1C2 Vertical Exhaust	Factory	MSRP less 10%	
150.00	756-338 air ride drivers seat	Factory	MSRP less 10%	
924.00	019-006 Trailer air connections end of frame	Factory	MSRP less 10%	

Price	Description	Factory Installed or Vendor Installed?	Factory Invoice/MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
1235.00	backup camera	Vendor		Cost plus 30%
640.00	Electric brake control	Vendor		Cost plus 30%
2240.00	25 ton pintle hook	Vendor		Cost plus 10%
37319.00	14' 14-18CY dump	Vendor		Cost plus 30%
40630.00	16' 16-17CY dump	Vendor		Cost plus 30%
30453.00	16' 24' sides contractors dump	Vendor		Cost plus 30%
3252.00	2 way tailgate	Vendor		Cost plus 30%
2890.00	hi-lift gate	Vendor		Cost plus 30%
1608.00	body vibrator	Vendor		Cost plus 30%
1617.00	body strobes	Vendor		Cost plus 30%
78200.00	60k rolloff hoist and tarp	Vendor		Cost plus 15%
77947.00	4200 gallon vacuum tank-requires 64000GVW	Vendor		Cost plus 10%
148323.00	4000 2000-2000 gallon fuel tank	Vendor		Cost plus 5%
116136.00	25CY King Cobra rear loader	Vendor		Cost plus 5%
214516.00	Labrie right hand automizer	Vendor		Cost plus 5%
152419.00	Leach 2R3-III 25CY rear loader	Vendor		Cost Plus 7%
231451.00	Labrie Expert Helping hand 37CY	Vendor		Cost plus 5%
134768.00	Heil DP5000 25CY loader	Vendor		Cost plus 5%

Price	Description	Factory Installed or Vendor Installed?	Factory Invoice/MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
211733.00	Heil Rapid Rail 28CY rear loader	Vendor		Cost plus 5%
8700.00	Bayne cart tippers (each)	Vendor		Cost plus 20%
1002.00	Brigade camera system	Vendor		Cost plus 20%

[Vendor Name]
Automotive Parts Pricing Sheet - Heavy Duty
FSA23-VEH21.1: Heavy Trucks and Buses

Bidders that provide or contract to provide automotive parts must ensure that items are of new and first quality.

FSA Item Number*	Parts Category Description	Discount (%) off List/Catalog Price	Any Exceptions (Y/N)	Quantity Discounts (Y/N)
900	Air Conditioning/Climate Control System	15%	N	N
900	Alternators and Starters	15%	N	N
900	Batteries	15%	N	N
900	Bearings	15%	N	N
900	Belts and Hoses	15%	N	N
900	Braking System	15%	N	N
900	Electrical System	15%	N	N
900	Exhaust and Emissions	15%	N	N
900	Drivetrain/Powertrain	15%	N	N
900	Filters	15%	N	N
900	Gaskets and Seals	15%	N	N
900	Heating & Cooling System (Engine)	15%	N	N
900	Lamps, Lighting and Mirrors	15%	N	N
900	Oils, Chemical, Fluids and Lubricants	15%	N	N
900	Pumps (Fuel and Water)	15%	N	N
900	Steering and Suspension	15%	N	N
900	Wipers/Washers	15%	N	N
900	General/Other Parts (not specified above)	15%	N	N
900	Shop Supplies, Equipment and Tools	15%	N	N
		15%	N	N

900 is the FSA Item Number assigned for all parts sales. Please use this Item Number when adding parts sales to your quarterly report.

Outlook

Tariff Plan Announcement for US and Canada

From dtnacommunications@daimlertruck.com <dtnacommunications@daimlertruck.com>
Date Mon 3/10/2025 5:29 PM
To Bob Scharpnick <BScharpnick@orlandofreightliner.com>

DTNA Communication
March 10, 2025

! Tariff Plan Announcement for US and Canada
3/10/2025 • General News

March 10, 2025
US & Canada Dealers, Freightliner & Western Star,

As you are all aware, the executive orders regarding tariffs on goods coming into the United States from China, Mexico and Canada were set to go into effect on March 4th. While the Mexico and Canada tariff exemptions announced March 6th will last until April 2nd, there are still immediate tariff impacts associated with goods imported from China. In addition, uncertainty remains regarding the timing and enforcement of tariffs for steel, aluminum and copper. These various tariffs will have a significant impact on our overall North American vehicle manufacturing costs, thus resulting in higher truck prices. As the situation continues to develop, our current plan to provide stability to you and our mutual customers is outlined below:

1. All trucks currently **scheduled to build on or before Friday, May 2nd will be protected from all tariff related increases**. Trucks within this window are non-cancellable as of today. We will not approve TIAs to refund floor plan for trucks within this window that are delivered more than 30 days earlier than the requested delivery date.
2. As of March 22nd, trucks in the backlog with a **scheduled build date between May 5th and July 4th** will be subject to the potential of tariff impact fees. In an effort to limit risk, DTNA will implement a **"not to exceed" tariff impact fee cap of $3,500** for all trucks scheduled in this timeframe.

a. Dealers have until **Friday, March 21st** to submit **RDD TCO requests** to pull trucks up in the schedule using a **RDD of 6/1/25-7/31/25** to qualify for the **$3,500 cap**.

b. Dealers also have until **Friday, March 21st** to submit **new orders** using a RDD of 6/1/25-7/31/25 to qualify for the **$3,500 cap**.

c. Orders scheduled between May 5th and July 4th can be cancelled at N/C until March 21st. **This applies to both concession and program priced trucks**. Cancellations within this scheduled build window will be considered forfeits and **will impact CY26 plan volumes** per the CY25 DRS Rules.

d. As of March 22nd, all trucks scheduled prior to July 7th will be considered **non-cancellable**.

e. CY25 DRS rules apply for TCOs/RTSOs within the May 5th through July 4th timeframe.

3. For trucks that **remain in the backlog after the March 21st deadline with a scheduled build date of July 7th or later, DTNA will pass through any and all tariff related increases** as they are assessed to us. Any applicable tariffs will be communicated in written form as we receive them. The 60-day cancellation policy will still apply, so dealers will need to manage expectations with customers to ensure that trucks building July 7th or later don't get inside of 60 days from scheduled build date without a plan for managing potential tariff exposure. Trucks inside of 60 days will be non-cancellable regardless of tariff announcement timing.

a. Dealers have until **Friday, March 21st to submit RDD TCO** requests to push trucks scheduled July 7th or later out in the schedule using a requested delivery date not to exceed 1/31/26.

b. Dealers have until Friday, March 21st to cancel concession or program priced trucks scheduled to build July 7th or later. These cancellations will **NOT** impact dealer plan volume.

c. Any cancellations of trucks scheduled July 7th or later that are submitted **after** March 21st will impact dealer plan volume.

Important Notes

- Any new truck orders placed or RDD TCOs submitted with a 7/31/25 RDD or earlier will not be accepted if long lead times or limited component availability preclude DTNA from being able to schedule the truck(s) in the 2nd Quarter.
- Allison 4000 Series transmissions will be available through the March 21st timeframe on a first come, first serve basis for builds in Q2-Q4. Please refer to published first opens for quarterly availability. DTNA will not accept RTSO from Endurant/DT12 to Allison 4000 series.
- DTNA will manually adjust all Dealer Plan Q2 volumes to accommodate RDD TCO pull-ups requested between now and Friday, March 21st. Incremental Q2 Plan volume for new truck orders will need to be coordinated with your District Manager.
- If applicable, the total non-discountable Tariff Impact fee will be presented as a line item on the truck invoice.

- This letter does not apply to Battery Electric Vehicles. Tariff impacts related to battery electric eM2s and eCascadias will be communicated at time of "live" concession approval.

We greatly appreciate your continued support. Please trust that we are doing our very best to navigate these challenging circumstances so that we can continue to supply our essential products and services to All Who Keep North America Moving.

Any impacts beyond new truck sales of Freightliner and Western Star trucks (including FCCC, TBB, DTNA Parts, Extended Warranty, etc.) will be communicated at a later date.

Regards,
David Carson,
Daimler Truck North America
SVP Sales & Marketing

More Details

View All Communications

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If you can't click the link above, copy this URL to the address bar of your browser:
https://portal-dtna.prd.freightliner.com/portal/#/communications

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-80
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Expenditure - 515 Hand Ave Sanitary Service Repair		
Summary:	The purpose of this item is to notify the City Commission of an emergency expenditure exceeding the $25,000 procurement threshold to repair a sanitary sewer lateral at 515 Hand Avenue, which was believed to have been damaged by a local phone/internet service provider. On September 29, 2024, the City received a call from the homeowner of 515 Hand Ave., stating their sewer service was backing up. Staff responded and were able to restore service. The situation continued to occur on a regular basis, leading staff to re-evaluate the system. Further communication with the homeowner, and review of field investigation work, suggested that the sewer lateral was damaged as a result of construction activities from a local phone/internet provider. The existing service lateral and gravity sewer main serving the property is approximately 12 feet deep and along the centerline of the asphalt roadway of Hand Ave. Due to this repair requiring dewatering systems and safety equipment beyond what staff typically utilizes, the utilities department elected to call one of the City's Construction Manager at Risk contractors. The attached invoice of $51,678 from Hazen Construction, LLC, reflects the work performed to repair the sewer service lateral and the stormwater pipes in the surrounding area also damaged. Staff will be seeking reimbursement from the local phone/internet service provider.		
Financial Impact:	This was not included in the FY 2024-25 budget and will require an amendment. Funds are available in the Water/Wastewater Capital Improvement Fund - 409 for the $51,678 repair. Staff will be seeking reimbursement from the local phone/internet service provider.		

Citizen Impact:	This project aided in restoring the existing sanitary sewer service at 515 Hand Ave. to normal operation. Scheduling repair work in a timely fashion provides for reliable sanitary sewer service to the City's utility customers.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution reaffirming the emergency expenditure regarding the 515 Hand Avenue Sanitary Service repair.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 25-80 Hand Ave sewer repair-Hazen (P25-0017G) 2. Hazen Invoice 7001 - 515 Hand Avenue
Approval:	Kelly McGuire, Finance Director 3/24/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-80

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES TO REPAIR A SEWER LATERAL AT 515 HAND AVENUE; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, a sanitary sewer lateral was damaged by the construction activity of a local phone/internet provider and subsequently caused repeated sewer backups at 515 Hand Avenue, making it necessary to immediately repair the damaged lateral, 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 authorize Hazen Construction, LLC to make the necessary repairs at a cost of $51,678.00 (a copy of the Invoice is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the credit of the Water/Wastewater Capital Improvement Fund (409) through a budget amendment and will not be appropriated for any other purpose, the City will seek reimbursement from the phone/internet provider; 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 services from Hazen Construction, LLC to repair a sanitary sewer lateral at 515 Hand Avenue in the amount of $51,678.00 and to pay the cost therefore from the Water/Wastewater Capital Improvement Fund.

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Hazen Construction
1599 Tionia Road
New Smyrna Beach, FL 32168

Phone: 386-322-8700
Fax: 386-756-0000

HAZEN CONSTRUCTION

Invoice

Date	Invoice #
3/10/2025	7001

Bill To	Ship To
City of Ormond Beach Finance Department 22 South Beach Street Ormond Beach, FL 32174	

Terms	Project/Job
Due on receipt	PO# 20250353

Item	Description	Amount
Construction	Purchase Order # 20250353 Emergency repair at 515 Hand Avenue	51,678.00
	Total	$51,678.00

www.hazenconstruction.net

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-81
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	21 Blockhouse Court, Partial Easement Release		
Summary:	This is a request by the property owner for a partial easement release of 325 square feet at 21 Blockhouse Court, lot 18 of the Ormond Lakes Unit VI plat. The Ormond Lakes Unit VI plat was recorded in 1996 and includes a conservation easement along the rear of lot 18 and surrounding lots. The conservation easement is dedicated on the plat to the City of Ormond Beach. The property owner is seeking to construct a pool and desires to release a 5-foot portion of the conservation easement totaling 325 square feet. Planning staff visited the property and the area proposed to be vacated has no existing vegetation and there does not appear to be any negative impacts from the partial easement release. There are no trees or vegetation in the area proposed to be vacated. As new subdivisions are platted, easements such as within the Ormond Lakes Unit VI plat, are now sought to be located within common areas outside of lots.		
Financial Impact:	None		
Citizen Impact:	No citizen impact is expected. The area of easement release is 325 square feet with a five foot depth. There is an area of natural preservation between this lot (from the proposed vacated area) and the abutting Ormond Grande project.		
Recommended Action (Staff,	Staff recommends approval of the partial conservation easement release of 325 square feet at 21 Blockhouse Court, lot 18 of the Ormond Lakes, Unit VI plat, in order to construct a pool.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-81 Blockhouse Ct Easement (P25-0041G) 2. 21 Blockhouse Ct, Easement 3. Ormond Lakes, Ph, VI Plat 4. 21 Blockhouse Court, Site Pictures
Approval:	Kelly McGuire, Finance Director 3/31/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-81

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF STEVEN TACINELLI AND DARLYNN TACINELLI, RELEASING A FIVE FOOT (5.0') PORTION OF A PLATTED CONSERVATION EASEMENT LOCATED ALONG THE REAR PROPERTY OF LOT 18, ORMOND LAKES UNIT VI (21 BLOCKHOUSE COURT); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Steven Tacinelli and Darlynn Tacinelli, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing a five-foot (5.0') portion of the conservation easement along the rear of the property, said property being commonly located at 21 Blockhouse Court, Volusia County Parcel ID Number: 4206-04-00-0180.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

[Remainder of page intentionally left blank]

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
22 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of April 2025, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **STEVEN TACINELLI and DARLYNN TACINELLI**, whose post office address is 21 Blockhouse Court, Volusia County, Ormond Beach, Florida 32174 ("the Grantees"):

WHEREAS, the Grantees are the owners of certain land by virtue of that Warranty Deed dated March 19, 2014 and recorded at Book 6977, Page 3919 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "LOT 18, ORMOND LAKES UNIT VI, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 45, PAGES 179 AND 180, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA"

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to a five-foot (5.0') portion of the conservation easement at the rear of the property, a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (21 Blockhouse Court, Ormond Beach, Volusia County, Florida [Parcel ID # 4206-04-00-0180]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR A FIVE FOOT (5.0') PORTION OF THE CONSERVATION EASEMENT AT THE REAR OF THE PROPERTY.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE, Mayor
22 South Beach Street
Ormond Beach, FL 32174

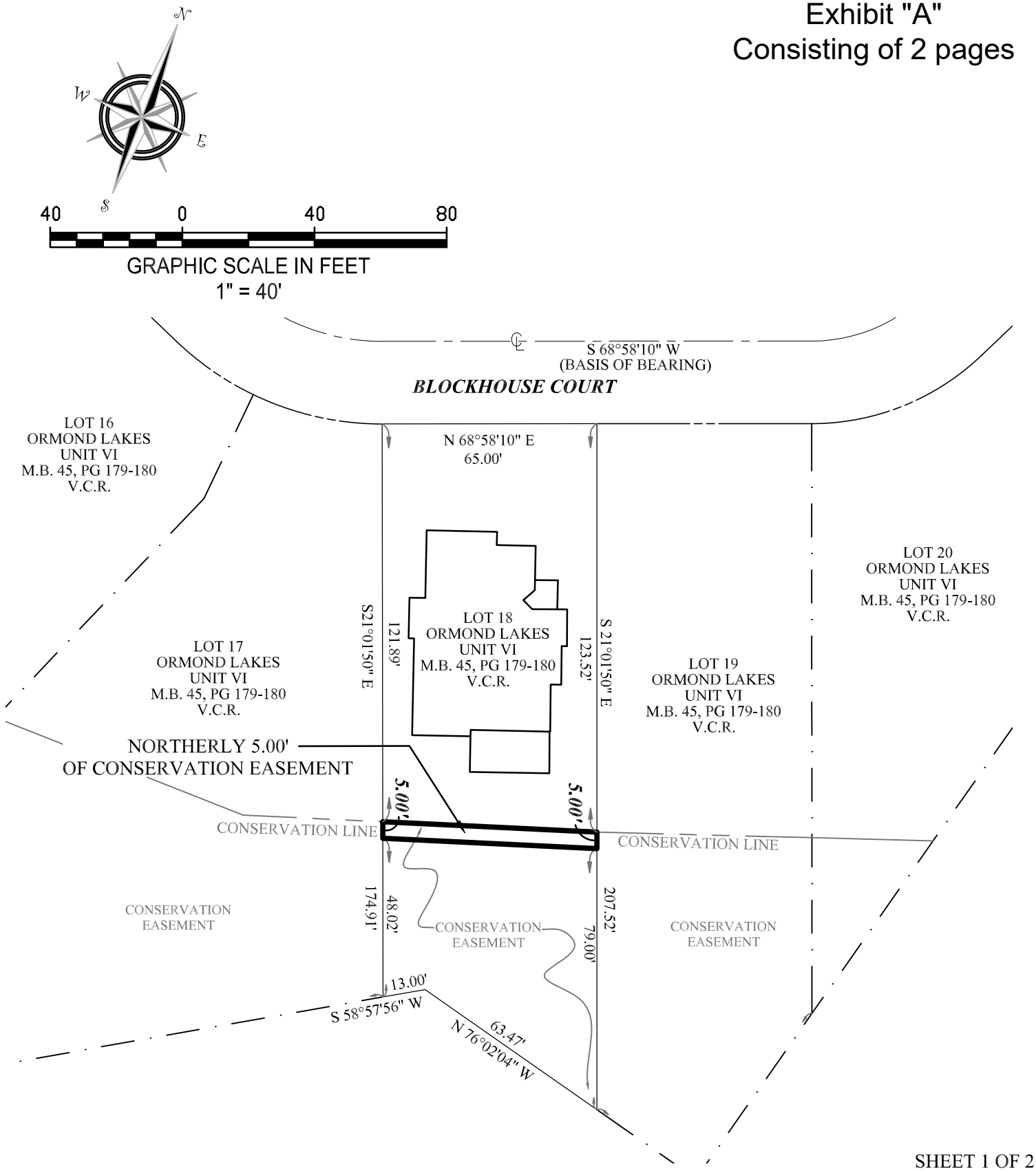
Attest: _____
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of April, 2025, by **JASON LESLIE** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

_____
NOTARY PUBLIC State of Florida-at-large
Official Seal:

Exhibit "A"
Consisting of 2 pages



SHEET 1 OF 2

SURVEY IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 2 OF 2
FOR SURVEYOR'S SIGNATURE

OWB: DH
DATE: 02-28-25

MAP SUBJECT:
21 BLOCKHOUSE COURT
ORMOND BEACH, FL

SCALE: 1" = 40'

JOB No.: 25-6

TYPE OF SURVEY:
SKETCH
AND
DESCRIPTION

AIA SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION
711 Pineland Trail LB 8205
Ormond Beach, FL 386.216.5730

LEGAL DESCRIPTION:

A PORTION OF LOT 18, ORMOND LAKES UNIT VI, AS RECORDED IN MAP BOOK 45, PAGES 179-180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 5.00 FEET OF THE CONSERVATION EASEMENT, AS SHOWN ON SAID MAP OF ORMOND LAKES UNIT VI, CONTAINING 325 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (S 65° 58' 10" E) ALONG THE CENTERLINE OF BLOCKHOUSE COURT AS RECORDED IN ORMOND LAKES UNIT VI, MAP BOOK 45, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

LEGEND:

FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
MB	MAP BOOK
NO.	NUMBER
OWB	OFFICE WORK BY
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
VCR	VOLUSIA COUNTY RECORDS

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LS # 6378
David McMillen
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 02-28-2025

OWB: DH
DATE: 02-28-25

MAP SUBJECT:
21 BLOCKHOUSE COURT
ORMOND BEACH, FL

SCALE: 1" = 40'
JOB No.: 25-6

TYPE OF SURVEY:
SKETCH AND DESCRIPTION

A1A SURVEYING
RESIDENTIAL - COMMERCIAL - CONSTRUCTION
711 Pineland Trail LB 8205
Ormond Beach, FL 386.216.5730

ORMOND LAKES UNIT VI

CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, PART OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 32 EAST, LYING EASTERLY OF U.S. HIGHWAY No. 1

MAP BOOK 45
PAGE 179

LEGAL DESCRIPTION

PART OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 32 EAST, LYING EASTERLY OF U. S. HIGHWAY No. 1 (A 160 FOOT WIDE RIGHT-OF-WAY) AND NORTHERLY OF VOLUSIA ROAD (A 30 FOOT RIGHT-OF-WAY) AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS;

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF TOMOKA ESTATES AS RECORDED IN MAP BOOK 11 ON PAGES 194 THRU 196 AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N76°02'04"W ALONG THE NORTH LINE OF SAID TOMOKA ESTATES A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VOLUSIA ROAD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY OF VOLUSIA ROAD AND CONTINING N76°02'04"W A DISTANCE OF 282.19 FEET; THENCE N45°59'58"E A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING; THENCE N14°26'03"E A DISTANCE OF 287.01 FEET; THENCE N05°40'35"W A DISTANCE OF 175.84 FEET; THENCE N31°32'13"W A DISTANCE OF 55.16 FEET; THENCE N06°31'43"W A DISTANCE OF 152.61 FEET; THENCE S67°23'55"E A DISTANCE OF 474.91 FEET; THENCE N25°20'15"E A DISTANCE OF 446.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ORMOND LAKES BOULEVARD, A 100' R/W, THENCE S76°47'09"E ALONG SAID SOUTHERLY R/W A DISTANCE OF 215.46 FEET; THENCE S15°12'11"W, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 98.23 FEET; THENCE S76°00'00"E A DISTANCE OF 80.00 FEET; THENCE S13°57'57"W A DISTANCE OF 141.09 FEET; THENCE S24°40'04"E A DISTANCE OF 38.21 FEET TO A POINT ON A CURVE, PRECEDING BEARING BEING RADIAL TO SAID CURVE, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S27°34'09"W AND A CHORD DISTANCE OF 61.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE EASTERLY, PASSING THRU A CENTRAL ANGLE OF 75°31'35" A DISTANCE OF 65.91 FEET; THENCE DEPARTING SAID CURVE ON A RADIAL BEARING OF S79°48'22"W A DISTANCE OF 108.91 FEET; THENCE S14°00'00"W A DISTANCE OF 139.96 FEET; THENCE N76°02'04"W A DISTANCE OF 65.00 FEET; THENCE S13°57'56"W A DISTANCE OF 225.00 FEET; THENCE N76°02'04"W A DISTANCE OF 100.00 FEET; THENCE S58°57'56"W A DISTANCE OF 136.18 FEET; THENCE N89°00'02"W A DISTANCE OF 292.81 FEET; THENCE S45°59'58"W A DISTANCE OF 122.12 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 8.88 ACRES MORE OR LESS.

GRAPHIC SCALE
0 150 300 600 900
SCALE: 1" = 300'

12/10/1996 11:22
Instrument # 96208956
BOOK: 45 PAGE: 179

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ORMOND LAKES, LTD., A FLORIDA LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT ENTITLED ORMOND LAKES UNIT VI SUBDIVISION, LOCATED IN VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES BLOCKHOUSE COURT AND ALL UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. THE COMMON AREAS, CONSERVATION EASEMENTS, TRACTS A, B AND C, AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE ORMOND LAKES HOMEOWNERS ASSOCIATION INC. FOR THE USES AND PURPOSES DESCRIBED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AND IN WITNESS WHEREOF HAS CAUSED ITS PRESENTS TO BE SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW ON NOV. 5TH, 1996.

ORMOND LAKES, LTD.
A FLORIDA LIMITED PARTNERSHIP
BY: ORMOND LAKES, INC., A FLORIDA CORPORATION
GENERAL PARTNER

WITNESSES:

THOMAS L. DURRANCE, PRESIDENT

AS TO TYLER HINTON
MY COMMISSION # CC 244324 EXPIRES December 3, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5TH DAY OF NOVEMBER, 1996, BY THOMAS L. DURRANCE, AS PRESIDENT OF ORMOND LAKES INC., A FLORIDA CORPORATION, GENERAL PARTNER ORMOND LAKES, LTD., A FLORIDA LIMITED PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ IDENTIFICATION.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR, DOES HEREBY CERTIFY THAT ON NOV. 1, 1996, HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT. THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

DATE: NOV. 1 1996

E.S. DUNHAM, R.L.S. # 4142

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON NOV. 15, 1996 THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ENGINEER

THIS IS TO CERTIFY THAT ON NOV. 15, 1996 THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

THIS IS TO CERTIFY THAT ON APRIL 25, 1996, THE DEVELOPMENT REVIEW BOARD OF THE CITY OF ORMOND BEACH, FLORIDA APPROVED THE FOREGOING PLAT.

BY: _____
DEVELOPMENT REVIEW BOARD CHAIRMAN

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY ON May 7, 1996, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH.

BY: _____
MAYOR OF THE CITY OF ORMOND BEACH, FLORIDA

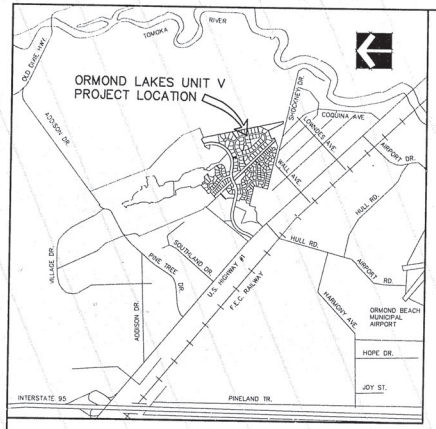
ATTEST: _____
CITY CLERK OF THE CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON 12-10-96

BY: L M Sharon Dep Clerk
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA.

VICINITY MAP



NOTES:

LEGAL DESCRIPTION PREPARED BY DUNHAM ASSOCIATES, INC. SURVEYING.

TOTAL NUMBER OF LOTS _____ 26
TOTAL NUMBER OF TRACTS _____ 3

EXCEPT AS INDICATED EACH LOT SHALL HAVE A DRAINAGE AND UTILITY EASEMENT AS FOLLOWS:
10 FEET ALONG FRONT LOT LINES
5 FEET ALONG SIDE LOT LINES

ERROR OF CLOSURE IS NOT LESS THAN 1/10,000 FEET.

UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE, SUBJECT TO THE LIMITATIONS THEREON SET FORTH IN SECTION 177.091 (29) FLORIDA STATUTES.

- DENOTES PERMANENT CONTROL POINT (NAIL AND DISK STAMPED # 4142)
- DENOTES PERMANENT REFERENCE MONUMENT (CONC. MON. STAMPED # 4142 UNLESS OTHERWISE NOTED)

BEARINGS REFER TO DEPARTMENT OF TRANSPORTATION I-95 PART OF A LARGER BOUNDARY SURVEY BY UPHAM, INC. DATED: 11-18-85.

CONSERVATION EASEMENTS ARE DEDICATED TO THE CITY OF ORMOND BEACH, AND SHALL BE MANAGED BY THE ORMOND LAKES HOMEOWNERS ASSOCIATION, INC., IN ACCORDANCE WITH A MANAGEMENT PLAN INCORPORATED INTO THE FINAL DEVELOPMENT ORDER FOR ORMOND LAKES, UNIT VI, WHICH PLAN SHALL AT ALL TIMES BE CONSISTENT WITH ARTICLE XII OF THE ORMOND BEACH LAND DEVELOPMENT CODE.

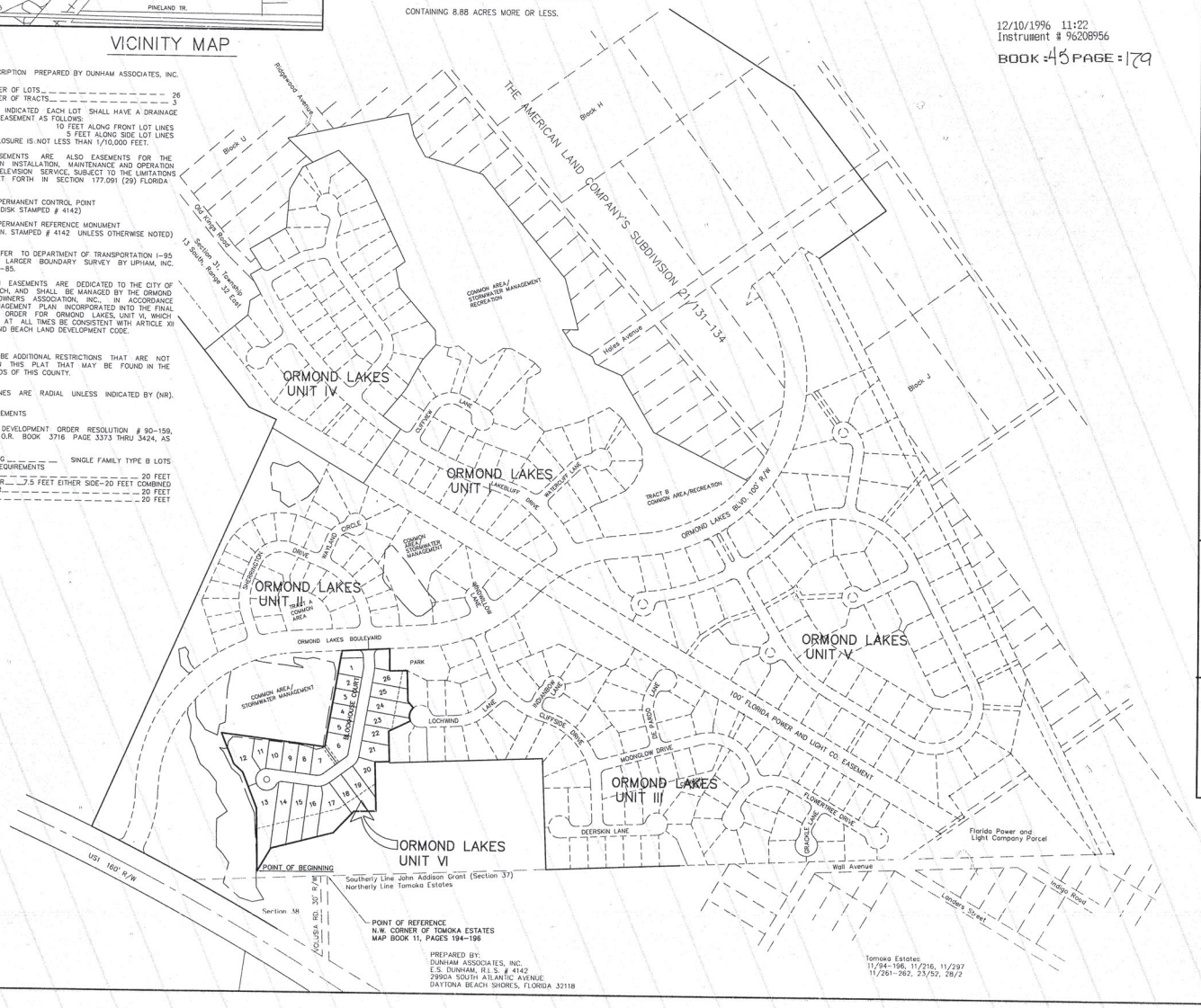
NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL LOT LINES ARE RADIAL UNLESS INDICATED BY (NR).

ZONING REQUIREMENTS

PER D. R. I. DEVELOPMENT ORDER RESOLUTION # 90-159, RECORDED IN O.R. BOOK 3716 PAGE 3373 THRU 3424, AS AMENDED.

EXISTING ZONING _____ SINGLE FAMILY TYPE B LOTS
DIMENSIONAL REQUIREMENTS
FRONT _____ 20 FEET
SIDE - INTERIOR _____ 7.5 FEET EITHER SIDE-20 FEET COMBINED
SIDE - CORNER _____ 20 FEET
REAR _____ 20 FEET



PREPARED BY:
DUNHAM ASSOCIATES, INC.
E.S. DUNHAM, R.L.S. # 4142
2990A SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

Tomoka Estates
11/94-196, 11/216, 11/297
11/261-262, 23/52, 28/2

SHEET 1 OF 2

ORMOND LAKES UNIT VI

CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, PART OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 32 EAST, LYING EASTERLY OF U.S. HIGHWAY No. 1

MAP BOOK 45
PAGE 180

BOOK: 45 PAGE: 180
Diane M. Matousek
Volusia County, Clerk of Court



GRAPHIC SCALE

0 50 100 200 300

SCALE: 1" = 100'

- DENOTES PERMANENT CONTROL POINT (NAIL AND DISK STAMPED # 4142)
- DENOTES PERMANENT REFERENCE MONUMENT (CONC. MON. STAMPED # 4142 UNLESS OTHERWISE NOTED)

CURVE DATA TABLE

LOT #	CURVE #	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING
TRACT "A"	1	89°48'48"	25.00'	39.19'	24.92'	
1	2	12°18'36"	100.00'	21.49'	10.98'	
6	3	43°37'45"	24.40'	18.58'	9.77'	
7	4	43°38'05"	39.96'	30.43'	16.00'	
10	5	13°03'48"	50.00'	11.40'	5.73'	N73°56'07"W
11	6	27°03'24"	50.00'	23.61'	12.03'	S86°00'17"W
12	7	78°09'29"	50.00'	68.21'	40.60'	
13	8	132°15'04"	50.00'	115.41'	112.97'	
13	9	36°59'30"	25.00'	16.14'	8.36'	S60°34'14"W
14	10	32°32'14"	25.00'	14.63'	7.53'	N84°09'56"W
16	11	17°49'15"	89.96'	27.98'	14.10'	
17	12	25°48'49"	89.96'	40.53'	20.62'	
20	13	38°24'00"	74.40'	49.86'	25.91'	
21	14	05°13'55"	74.40'	6.79'	3.40'	
23	15	15°19'13"	50.00'	13.37'	6.73'	
24	16	60°12'22"	50.00'	52.54'	28.99'	N02°31'39"W
26	17	07°21'03"	150.00'	19.25'	9.64'	N35°13'40"E
TRACT "B"	18	04°57'32"	150.00'	12.98'	6.50'	N21°39'47"E
TRACT "B"	19	90°11'12"	25.00'	39.35'	25.08'	N15°30'29"E
CENTERLINE	20	12°18'36"	125.00'	26.86'	13.48'	
CENTERLINE	21	43°37'45"	49.40'	37.62'	19.77'	
CENTERLINE	22	43°38'05"	64.96'	49.47'	26.00'	

PREPARED BY:
DUNHAM ASSOCIATES, INC.
E.S. DUNHAM, R.L.S. # 4142
299CA SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118



Rear yard – Five foot conservation easement release.
No trees to be removed with the released five foot conservation easement





City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-82
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Volusia County Opioid Abatement Funding Program Grant Award		
Summary:	This is a request for the City Commission to approve a grant award from the County of Volusia, under the Opioid Abatement Funding Program. The application cycle opened on October 14, 2024, with all applications due on November 13, 2024; however, an extension allowed applications to be submitted until November 20, 2024. Approximately $4,000,000 was available for funding requests with a minimum request being $25,000 and maximum request being $500,000. Staff submitted an application on November 19, 2024 requesting funding for 75 Automatic External Defibrillator (AED) devices to outfit every police vehicle, which would ensure that several AED devices would be readily available in the City at any given time. In 2024, the Ormond Beach Police Department responded to over 30 overdose calls within the City. Research has shown that many government agencies are starting to keep AED devices with NARCAN in areas readily accessible to the public and in first responder vehicles. On December 16, 2024, the Volusia County Opioid Abatement Advisory Board reviewed proposals submitted and recommended 12 agencies for awards from the Opioid Regional Settlement Fund. On February 18, 2025, the Volusia County Council approved awards including the Police Department funding request of $54,385.00.		
Financial Impact:	There will be no financial impact to the City as the grant funding will cover 100% of the cost of the AEDs.		
Citizen Impact:	Providing AEDs in every police vehicle will offer citizens and visitors added security in the event of an overdose. AEDs are life-saving tools that are not only able to help save the lives of overdosing patients but can also be used to provide life-saving measures for other medically		

	applicable events. These AEDs will serve the roughly 45,000 full-time residents of the City, as well as the hundreds of thousands of visitors throughout the year and special events.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends acceptance of the grant award.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 25-82 VC Opioid Grant Agmt (P25-0035G) 2. Ormond-Beach-PD-FY25-Contract-Complete-Updated
Approval:	Kelly McGuire, Finance Director 3/24/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-82

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY OF VOLUSIA, UNDER THE OPIOID ABATEMENT FUNDING PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's application to the County of Volusia under the Opioid Abatement Funding Program for financial assistance for the purchase of 75 Automatic External Defibrillator (AED) devices to outfit city policy vehicles was duly filed and approved for funding assistance in the amount of $54,385.00, and

WHEREAS, the total cost to purchase 75 Automatic External Defibrillator (AED) devices is estimated to be $54,375.00, which will be completely funded through the grant funds received from the Opioid Abatement Funding Program, and

WHEREAS, the City and the County of Volusia desire to enter into an Agreement relative thereto, 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 City Manager are hereby authorized and directed to execute an Agreement with the County of Volusia, regarding funding assistance in the amount of $54,385.00 under the Opioid Abatement Funding Program for the purchase of 75

Automatic External Defibrillator (AED) devices to outfit city policy vehicles. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

County of Volusia
Housing and Grants Administration
Opioid Abatement Funding Program Agreement

This Agreement is made and entered into between THE COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "THE COUNTY", and "CITY OF ORMOND BEACH" hereinafter referred to as "RECIPIENT".

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the County and Recipient agree and stipulate as follows:

I. Term

The term of this agreement shall be for the period commencing February 18, 2025, and extending through February 17, 2026.

II. Services

Funds must be used for the Purposes and activities included in Attachment 1, and achieving the outcomes as defined in the Program Logic Model included as Attachment 1 of this contract. Any other use of funds must be specifically approved by the County in writing.

III. Agency Information

The agency must provide availability of the following items for review by the Community Assistance Division:

~~For not-for-profit corporations and non-governmental organizations:~~

- ~~a. Administrative~~
  - ~~i. Articles of Incorporation, if applicable~~
  - ~~ii. Agency By-Laws, if applicable~~
  - ~~iii. Board roster with date of appointment to Board and term, if applicable~~
  - ~~iv. Board meeting schedule, if applicable~~
  - ~~v. Board meeting minutes for the last twelve months, if applicable~~
  - ~~vi. Copies of monitoring reports within the last 12 months from any other funding sources~~
- ~~b. Regulatory Compliance~~
  - ~~i. Copy of Florida Corporate Registration, if applicable~~
    - ~~1. Certificate of Good Standing from the Division of Corporations~~
  - ~~ii. Proof of registration with Florida Department of Agriculture and Consumer Affairs for Solicitation of Contributions~~
  - ~~iii. IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter, if applicable~~
  - ~~iv. Most recent IRS Form 990, if applicable~~
  - ~~v. All legally required licenses~~
  - ~~vi. IRS Determination letter identifying classification, if applicable~~
  - ~~vii. Federal Employer ID statement/letter~~
  - ~~viii. Fire Inspection Certificates for all program sites (city or county fire departments only)~~

ix. ~~Health Inspection certificates if applicable~~
x. ~~Proof of current general liability insurance~~
xi. ~~Proof of current workers' compensation insurance~~
xii. ~~Proof of current vehicle insurance if applicable~~
xiii. ~~Proof of current volunteer insurance if applicable~~

c. ~~Internal Control/Financial Management~~
i. ~~Written financial policies and procedures~~
ii. ~~Written accounting procedures~~
iii. ~~Proof of adequate financial accounting system~~
iv. ~~Reconciled bank statements for most recent calendar quarter~~
v. ~~Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts~~
vi. ~~Approved budget for each program funded by the County of Volusia~~
vii. ~~Most recent audit or Board approved financial statement~~
viii. ~~Auditor's Management Letter, if applicable~~
ix. ~~Agency's response to Management Letter for corrective action, if required~~
x. ~~Policy detailing who is authorized to sign checks~~
xi. ~~Policy or procedure defining who is authorized to purchase materials and services on behalf of the agency~~
xii. ~~Policy or procedure defining who is authorized to utilize credit/debit cards~~
xiii. ~~Policy or procedure for reimbursement of employee job-related expenses (e.g. travel)~~
xiv. ~~Policy or procedure for management of petty cash funds~~

d. ~~Staffing/Personnel~~
i. ~~Organizational chart identifying positions and lines of authority~~
ii. ~~Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the County of Volusia~~
iii. ~~Policy or procedure for written performance appraisal and pay increases~~
iv. ~~Availability of timesheets for employees for most recent calendar quarter~~
v. ~~Documentation of volunteer hours for most recent calendar quarter~~
vi. ~~Florida Department of Law Enforcement background screens on all employees working with children~~

e. ~~Program Requirements and checklist~~
i. ~~Copies of program and/or service records for most recent calendar quarter~~
ii. ~~Collection and reporting of program and/or service data as defined in Attachment 3~~
iii. ~~Proof of program success (positive outcome)~~

For governmental organizations:

a. Administrative
i. Commission roster with date of election and term
ii. Commission meeting schedule
iii. Commission meeting minutes for the last twelve months
iv. Copies of monitoring reports within the last 12 months from any other funding sources

b. Regulatory Compliance
i. Copy of Resolution approving acceptance of funds from Opioid Abatement Funding Program
ii. Federal Employer ID statement/letter
iii. Fire Inspection Certificates for all program sites (city or county fire departments only)
iv. Health Inspection certificates, if applicable
v. Proof of current general liability insurance or self insurance
vi. Proof of current workers' compensation insurance or self insurance

vii. Proof of current vehicle insurance or self insurance
viii. Proof of current volunteer insurance or self insurance

c. Internal Control/Financial Management
   i. Written financial policies and procedures
   ii. Written accounting procedures
   iii. Proof of adequate financial accounting system
   iv. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts
   v. Approved budget for each program funded by the Opioid Abatement Funding Program
   vi. Most recent Commission approved budget
   vii. Auditor's Management Letter, if applicable
   viii. Agency's response to Management Letter for corrective action, if required

d. Staffing/Personnel
   i. Organizational chart identifying positions and lines of authority
   ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
   iii. Policy or procedure for written performance appraisal and pay increases
   iv. Availability of timesheets for employees for most recent calendar quarter
   v. Documentation of volunteer hours for most recent calendar quarter
   vi. Florida Department of Law Enforcement background screens on all employees working with children

e. Program Requirements and checklist
   i. Copies of program and/or service records for most recent calendar quarter
   ii. Collection and reporting of program and/or service data as defined in Attachment 3
   iii. Proof of program success (positive outcome)

IV. Fiscal Responsibility

RECIPIENT agrees to make the following available and open to inspection, review, and/or audit by the County at reasonable times and under reasonable conditions; and,

a. To maintain books, records and documents in accordance with general accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds.
b. To maintain all financial records and supporting documentation.
c. To maintain and file with the County, in a timely manner, reports related to services provided under this Agreement.
d. To submit quarterly reports 30 days following the end of the quarter.

V. Program/Financial Monitoring

RECIPIENT agrees to provide program and/or service and financial information in such format and at such times as may be prescribed by the County and cooperate with on-site financial and program monitoring with County staff. County staff will perform site visits and other on-site monitoring, via various methods, including, but not limited to, accessing sites, reviewing RECIPIENT's staff, fiscal, business, and client records and logs and the provision of related information. If the County conducts a monitoring visit of the RECIPIENT's site, the County should submit any concerns or issues arising from such visit to the RECIPIENT in writing no later than fifteen (15) business days following such visit.

The RECIPIENT will have thirty (30) business days upon RECIPIENT's receipt of notification of the County's concerns or issues to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided within 30 business days, all payments from the County will be suspended. If satisfactory resolution of monitoring issues is not provided within 60 business days, the County shall recommend termination of contract to County management. The standard threshold of the Purchasing Department with regard to termination of contracts will be observed.

VI. Confidential Information

RECIPIENT may not use or disclose any information including social security numbers, which specifically identifies a recipient of services under the Agreement, except as may be necessary to implement items III and IV listed above, and for any purpose not in conformity with federal, state, or local law and related regulations, except on written consent of the recipient or his responsible parent or guardian where authorized by law. RECIPIENT shall maintain the confidentiality of any information in RECIPIENT's possession, which is deemed confidential or otherwise exempt pursuant to Florida's public records laws.

VII. Payment

All payments under this Agreement are subject to the availability of sufficient funding. The County shall make quarterly payments to the Recipient, unless, in the County's sole discretion, the County determines otherwise. All payments by the County shall be governed by the applicable provisions of Article VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act). Payment requests received that do not include all necessary or required information will be considered improper and will be rejected. The Recipient will be notified of any improper payment requests and the corrective action needed for resubmission. All payments and disbursements will also be subject to and/or contingent upon the following to be classified as a proper invoice:

a. Receipt by the County of the following items and information:
    i. Funding Request
    ii. Program Financial Report
    iii. Program or Service Information Report
    iv. Any supporting program and financial information as requested.
b. The County at its sole discretion reserves the right to continue, suspend, or terminate payments; or withhold funding if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued.

QUARTERLY DISBURSEMENT AND REPORTING SCHEDULE

Service Month	Funding Request Due Date	Program Financial Report Due Date	Client Characteristic Report Due Date
Feb/Mar 2025	**4/30/2025**	**4/30/2025**	**4/30/2025**
Apr/May/Jun 2025	**7/31/2025**	**7/31/2025**	**7/31/2025**
Jul/Aug/Sep 2025	**10/31/2025**	**10/31/2025**	**10/31/2025**
Oct/Nov/Dec 2025	**1/31/2026**	**1/31/2026**	**1/31/2027**
Jan/Feb 2026	**4/30/2026**	**4/30/2026**	**4/30/2026**
Total Award	**$54,385.00**		

VIII. Return of Funds

If RECIPIENT violates any terms of the Agreement; becomes insolvent; files a petition for bankruptcy (voluntarily or involuntarily); or is subjected to a criminal or civil investigation by a state or federal agency for fraud, theft, crimes of dishonesty, or moral turpitude:

a. RECIPIENT shall transfer to the County any grant funds in its possession at the time of expiration or termination, any accounts receivable attributable to the use of the funds, and any funds that could be classified as grant proceeds.
b. The County, in its sole discretion, retains the right to withhold, terminate, suspend, or reduce any disbursements of grant funds on a temporary or permanent basis.

RECIPIENT shall return to the County any overpayment of unearned funds or any other payment of funds disallowed by the agreement that were disbursed or otherwise paid to the RECIPIENT by the County.

IX. Special Situations

RECIPIENT agrees to provide written notice to the County within five (5) business days of the RECIPIENT's becoming aware of any circumstances or events that may reasonably be considered or believed to jeopardize RECIPIENT's capability to continue to meet its obligations under the terms of this Agreement. The County may terminate this Agreement, or implement any lawful action that is in the best interest of the County when warranted by situations that suggest the occurrence of fraud, misfeasance, or malfeasance on the part of the RECIPIENT or any of its principals or employees, or any situation in which the ability of the RECIPIENT to continue to provide services pursuant to this Agreement is jeopardized or placed at risk.

X. Local Government Requirements

a. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County grant funds.
b. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer of the RECIPIENT, who exercises decision-making responsibility and does not provide direct services to clients with respect to grant funds of the County and the activities related thereto, is allowed or otherwise permitted to obtain a financial interest in or benefit in the Program Description and Outcomes (hereinafter "Program") and activities referred to in Attachment 1, or have a financial interest in any contract, subcontract, or agreement regarding or concerning the Program or its activities or in the proceeds of the Program or its activities. Specifically:
    i. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the County, designated public agency, or RECIPIENT; and any such person's immediate family
    ii. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT organization
c. Indemnification. The RECIPIENT shall, at its own expense, hold harmless, defend, and indemnify the County, the funding agency providing the funding to the Program under this Agreement, and their officers, agents, and employees from and against any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.
d. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of the immunity or limits of liability of the County beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing

in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Purchaser, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

e. In no event may the County or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages, regardless of whether the County knew or should have known about the possibility of such damages arising under any provision of this Agreement.

f. RECIPIENT shall, at its own expense, defend, indemnify and hold County and the funding agent for the Program and their agents, officials, including elected officials and employees of County, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any cause of actual or claim whatsoever in contract or tort (including personal injury/death, fraud, and damage to tangible property) to the extent caused by the acts or omissions of the RECIPIENT.

g. RECIPIENT shall further indemnify, defend, and hold the County and the funding agent for the Program harmless from any and all claims and actions from RECIPIENT's Subcontracts for Services and Work provided by Subcontractors for RECIPIENT under this Agreement.

h. This Agreement is governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida.

i. PUBLIC RECORDS. Public Records Law. Pursuant to § 119.0701(2)(a), Florida Statutes, the County is required to provide Recipient with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 386-736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this Agreement, Recipient acknowledges and agrees that any records maintained, generated, received, kept in connection with, or that are related to the performance of services provided pursuant to this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Recipient entering into a contract with the County is required to:

i. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Recipient does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement must be made directly to the County. If Recipient receives any such request, Recipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Recipient of such request, and the Recipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

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

j. Recipient shall not unlawfully discriminate against any person in Recipient's operations and activities or use or expenditure of the funds or any portion of the funds provided by the County pursuant to this Agreement. RECIPIENT agrees that it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by Client, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In determining whether any computer, online, or internet-based services provided by RECIPIENT are ADA compliant, such services will be deemed compliant if they comply with either (1) applicable requirements promulgated and adopted by the U.S. Department of Justice or other appropriate federal agency, or, if there are no applicable federal requirements, (2) at least Web Content Accessibility Guidelines (WCAG) 2.0 AA. In performing under the Agreement, Recipient agrees that it shall not discriminate against any member of the public, employee or applicant for employment for work under the Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation , or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

k. RECIPIENT acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in

the Sunshine Law), RECIPIENT acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law and to assist County in complying with the same as it relates to all aspects of this Agreement.

l. RECIPIENT agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of RECIPIENT that are directly related to this Agreement. RECIPIENT shall keep all such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. RECIPIENT shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts must be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of their federal or state law shall be violated by RECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

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

County of Volusia:	**with a copies of legal notices to:**
County of Volusia **Attention: Brad Burbaugh** **Community Services Director** **Address: 123 W. Indiana Ave.** **DeLand, Florida 32720** **Phone: 386-943-7029** **Fax: 386-740-5101**	**County of Volusia** **Attention: County Attorney** **Address: 123 W. Indiana Ave.** **Room 301** **DeLand, FL 32720** **Phone: 386-736-5950** **Fax: 386-736-5990**
In the case of RECIPIENT:	**with a copy of legal notices to:**
Agency: City of Ormond Beach **Attention:** Joyce Shanahan **Officer:** City Manager, City of Ormond Beach **Address:** P.O. Box 277 Ormond Beach, FL 32175-0277 **Phone:** 386-676-3200 **Fax:** 386-676-3384 **E-mail:** Joyce.Shanahan@ormondbeach.org	**Agency:** City of Ormond Beach **Attention:** Randy Hayes **Officer:** City Attorney, City of Ormond Beach **Address:** P.O. Box 277 Ormond Beach, FL 32175-0277 **Phone:** 689-285-5937 **E-mail:** Randy.Hayes@ormondbeach.org

n. Each party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.
o. By entering into this Agreement, RECIPIENT and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.
p. If any provision of this Agreement is for any reason determined by a court, tribunal, or administrative body of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, any remaining provisions are deemed to be severable and will continue to be in full effect and enforceable to the extent feasible, unless County or RECIPIENT elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
q. This Agreement may not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the County in writing as a modification to this Agreement.
r. This Agreement and the attached exhibits and amendments thereto constitute the full and complete understanding between the parties as to the nature and terms of this Agreement, and no oral representations outside of this Agreement or any duly executed amendment, addendum, or exhibit hereto will have any binding effect whatsoever.

XI. Reporting and Record Requirements

a. RECIPIENT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or County, any RECIPIENT will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or County. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or County.
b. RECIPIENT shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.
c. At all reasonable times for as long as records are maintained, persons duly authorized by the State or County auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
d. A financial and compliance audit shall be performed annually by the County and be provided to the State.
e. RECIPIENT shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (Section 20.055 Florida Statute) or the State.

f. No record may be withheld, nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

g. If applicable, RECIPIENT shall enroll in the State of Florida Opioid Data Management System (ODMS), FTP ShareFile server, complete prescribed training and submit Electronic Data Interchange (EDI) 837 Files to the State.

XII. Subcontractors

The RECIPIENT, or its representatives shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. This Agreement may not be changed or modified except by written instrument signed by all Parties. The RECIPIENT shall remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all collaborating personnel, firms and companies, and including any errors and omissions

XIII. Termination

This Agreement may be terminated by either party, with or without cause, before County funds are obligated, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the RECIPIENT through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this Agreement.

SIGNATURE

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have executed this Agreement.

Joyce Shanahan, City Manager	**Date**
Jason Leslie, Mayor	**Date**
Brad Burbaugh, Community Services Director **County of Volusia**	**Date**

Attachment 1

Volusia County

Opioid Abatement Funding Program

Equipment Application

Volusia County Human Services

110 West Rich Avenue

DeLand, Florida 32720

386-736-5956 ext. 12979

mfox@volusia.org

Ormond Beach Police Department

Applicant Name

Application Checklist

Please type initials to certify the application is complete, all required documents have been provided and each eligibility criteria have been met.

Initials of Primary Contact or Representative	Required Documentation
JB	Completed Application
JB	Attachment 1: Scope of Service
JB	Attachment 2: Program Logic Model
JB	Attachment 3: Timeline Worksheet
JB	Attachment 4: Budget Worksheet
JB	Attachment 5: Data Collection
JB	Certification of Application
JB	Agency's most recent Independent Financial Audit Report
JB	Auditor's Management Letter, if applicable
JB	Agency's response to Management Letter for corrective action, if required
JB	Current financial Balance Sheet
JB	Current Profit and Loss Statement
	Non-profits Only: Most recently filed IRS 990
	Non-profits Only: IRS 501(c)(3) Determination Letter

Eligibility Screening

Initials of Primary Contact or Representative	Eligibility
JB	The applicant is a local government, municipality or non-profit organization
JB	The proposal is within the scope of the Volusia County Opioid Abatement Plan
JB	The proposal does not include ineligible costs
JB	The proposal will expand, enhance or create a new program or service addressing the opioid crisis
JB	The applicant agrees to attend the application review meeting of the Opioid Abatement Advisory Board
JB	Funding Request Amount: **$54,385.00**
JB	Funding Term (1 or 2 years): **1**

Opioid Abatement Advisory Board
Equipment Funding Application

Name of Applicant: Ormond Beach Police Department

Primary Contact Name and Title: Lt. John Borzner - Special Operations Lieutenant

Phone Number: 386-676-3599 **Email Address:** John.Borzner@ormond

Certifying Representative Name and Title: Joyce Shanahan, City Manager

Phone Number: 386-676-3200 **Email Address:** Joyce.Shanahan@ormo

Funding Request Amount: $54,385.00 **Total Estimated Cost:** $54,375.00

Total Estimated Administrative Cost, if applicable NA

Additional Funds Available to Leverage, if applicable: NA

Source of Additional Funds, if applicable: NA

Funding Term (1 or 2 years): 1

Section 1 - Agency Overview (10 Points)

1.1 - Background

Provide the agency's mission, a background of the agency's organizational history, an overview of the services your agency currently provides in Volusia County, and evidence that the agency has operated in Volusia County for at least two years.

The mission of the Ormond Beach Police Department is to enhance the quality of life in our community and protect our citizens from crime through the provision of effective, efficient and responsive police services. Our direction as an agency will be determined in large measure through input from the community we serve. Our actions will be guided by principles of courtesy, respect for the rights of others and diligence in the performance of our duties.

The Ormond Beach Police Department provides law enforcement services its citizens and visitors. Ormond Beach has roughly 44,000 full-time residents and is impacted by large events such as Bike Week, Biketoberfest, NASCAR races, Spring Break and other events which garner hundreds of thousands of people annually.

The City of Ormond Beach was established in 1880 as Town of Ormond Beach. It was incorporated as the City of Ormond Beach in 1950 and has been providing services to its citizens and visitors ever since.

Section 2 - Plan (50 points)

2.1 – Scope of Service

Complete **Attachment 1: Scope of Service**, and provide a detailed description of the proposed program, project or service and how the activities and services will meet the identified need of the proposal. Applicants soliciting funds for the placement and operation of naloxone vending machines, kiosks or distribution boxes must also complete **Addendum 1: Naloxone Distribution**.

The Ormond Beach Police Department is requesting to purchase 75 Automated External Defibrillators (AED). The number of AEDs requested would outfit every police vehicle meaning that several AED devices would be readily available at any given time within the city.

In 2024, the Ormond Beach Police Department has responded to over 30 overdose calls. Of those calls for service, nine have become fatal. Nearly every ten days, Ormond Beach Police Officers are responding to an overdose call somewhere in the city.

This new AED program would allow the Ormond Beach Police Department to have AEDs throughout the city at any given time, day or night, and ready to respond.

Research has shown that many government entities are starting to keep AED devices with NARCAN in areas readily accessible to the public and in the vehicles of first responders.

2.2 - Initiatives

Complete **Attachment 2: Program Logic Model.**

2.3 - Implementation

Complete **Attachment 3: Timeline Worksheet**.

2.4 – Budget

Complete **Attachment 4: Budget Worksheet**.

2.5 – Efficacy

Indicate if the proposal meets any of the following classifications:

Classification	Yes/No	Description, Link or Attachment
Evidence-based		
Evidence-informed		
Informed by nationally recognized outcomes		
Supported by research	Yes	https://www.jacksonville.com/story/news/local/2024/11/08/clay-county-empowers-public-to-save-lives-with-540-aeds-with-narcan/75838766007/ https://www.firstresponsepr.com/blog/opioid-overdose-first-aid/#:~text=Once%20You%20Have%20Determined%20It,Narcan%20as%20soon%20as%20possible.

Section 3 – Priority (20 points)

3.1 - Approved Use

Identify from the Volusia County Opioid Abatement Plan the Approved Use or uses with which each component of the proposal best correlates.

Proposal Component	Classification	Approved Use
Approval to purchase the AED devices for patrol vehicles	Other Strategies	This is for a new program that the Ormond Beach Police Department does not currently have.

3.2 - Abatement Plan Funding Priority

Identify if the proposal targets one or more of the current Volusia County Opioid Abatement Funding Priorities.

Proposal Component	Abatement Priority
Our proposal does not target any of the current priorities. It is a request for new equipment to help combat the fatality rate of overdoses.	

Section 4 – Sustainability (10 points)

4.1 – Sustainable Strategy

Describe how the proposed program, project or service will operate beyond the funding term. Include any necessary maintenance, strategies, collaborations, current or expected future leverage funding or in-kind donations.

Once funded, AED devices will be ordered and shipped to the Ormond Beach Police Department where they will be inventoried and issued a department number for tracking purposes of officer assignments.

Officers will then be trained by a qualified instructor, likely from the Ormond Beach Fire Department, on the proper use of the AED device.

Officers will then be issued an AED device for which they will be required to sign for next to the designated number of the device.

The AEDs will then be in service City-wide on a 24 hour, 7 day a week basis.

A maintenance plan will be put into effect to inspect the AEDs every six months and replace batteries every twelve months.

4.2 - Financial Impact

Describe the financial Return on Investment or quantifiable financial impact of funds related to the proposed service.

The funds requested would fully cover the cost of the 75 AEDs to outfit Police Department vehicles. A return on the investment would be any life saved using the new devices. A monetary value cannot be placed on human life.

Section 5 - Compliance (10 points)

5.1 - Data Collection

Identify the data to be collected and reported to the County in **Attachment 5: Data Collection** and describe how the agency will collect and store data.

All data indicated on Attachment 5 will be collected after each deployment of an AED device, whether or not the deployment was successful in saving a life or not. The data will then be sent to the Special Operations Lieutenant to compile in a data log. The data log will be kept digitally and in paper form available for inspection as needed.

Certification of Application

The agency acknowledges that Volusia County Opioid Abatement funds will be utilized to support programs or services that benefit Volusia County residents and are within the scope of the Volusia County Opioid Abatement Plan. Volusia County Opioid Abatement funds will not support the costs of executive salaries for staff that do not provide direct services to clients.

The applicant understands that late or incomplete submissions of this application may disqualify the applicant from an award of Opioid Abatement funding this funding cycle.

Our signature certifies that this request is consistent with our organization's mission, Articles of Incorporation and Bylaws, and/or has been approved by a majority of the agency's Board of Directors, Advisory Board or Executive or Official.

Certifying Representative
• Person authorized to sign contract, if proposal is selected for funding • Chief Executive or Official, City Manager or Authorized City Official • Please type the name and title of the Certifying Representative sign, date, and email this page as a separate document from the application. • Please sign in **BLUE INK**

City Manager

Certifying Representative Title

Joyce Shanahan

Certifying Representative Printed Name

Certifying Representative Signature

11/18/2024

Date

SCOPE OF SERVICE

Agency Name: Ormond Beach Police Department

Proposed Purpose

1	The proposed purpose for AED (Automatic External Defibrillator) systems is to enhance the life saving abilities performed by patrol officers responding to overdose related calls for service.
2	Our patrol officers are often able to reach scenes much faster than other emergency entities and begin life saving measures quicker. With overdoes cases, many times the patients are in cardiac arrest and the additional option of an AED can elevate the chance of saving a life.
3	The Ormond Beach Police Department has responded to over 30 overdose calls since January 1, 2024. Of those, nine have been fatal. The ability to have multiple AEDs in service could help combat the fatality rate in overdose calls for service.
4	In some overdose cases, the patients go into cardiac arrest as a result of a drug induced heart attack. A rapidly available AED could potentially save the patient's life.
5	

Service(s) to be provided

1	AEDs have only one purpose, to save the life of someone who is in cardiac arrest. Services provided by AEDs would be life saving measures.
2	
3	
4	
5	

SCOPE OF SERVICE

Strategies

1	In is the plan of the Ormond Beach Police Department to outfit every police vehicle with an AED device. This would put anywhere between 10-15 AED devices out City-wide at all times. This would provide a great chance that a device would be nearby in an overdose call is dispatched.
2	
3	
4	
5	

Goals and Objectives

1	The Police Department's primary goal is to provide the public and our citizens with a sense of safety and protection. In order to deliver on our goals, we require the proper equipment and training.
2	Our objectives are first to procure funding for the purchase of AED devices. If funding is granted, then our second objective would be to purchase the devices. Once the devices arrive, proper training will be given in the operation of the devices and then issued to officers.
3	
4	
5	

PROGRAM LOGIC MODEL

Agency Name: Ormond Beach Police Department

Inputs	Activities	Outputs	Outcomes
75 AED devices at $725 each, totaling $54,375.00	Approval to purchase AED devices	Approved AED devices will be serving around 44,000 full-time residents and available to the hundreds of thousands of visitors each year	Add a new tool to our tool belt for service
Training for all OBPD Officers to be able to correctly and safely use the AED device	Once all AED devices have been approved and purchased, then proper training will be set up for Officers	Have trained Officers at the ready to deliver life saving measures when needed	Trained professional responders equipped with life saving AED devices
OBPD Officers will be issued the new AED devices	Issue all AED devices to Officers to have in service	Once training and equipped with an AED device, 10-15 devices will be available City-wide at any given time	With an average of at least one overdose call per week, OBPD will be able to curb the amount of those calls that turn fatal

PROGRAM LOGIC MODEL

Inputs	Activities	Outputs	Outcomes

TIMELINE WORKSHEET

Agency Name: Ormond Beach Police Department

Please indicate the anticipated month of completion for the corresponding objective.	Required											
	FY24/25											
Objective	**Oct.**	**Nov.**	**Dec.**	**Jan.**	**Feb.**	**Mar.**	**Apr.**	**May**	**Jun.**	**Jul.**	**Aug.**	**Sep.**
Obtain AED devices	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
Get all Officers trained on the AED devices	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
Have all AED devices issued out and in service	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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TIMELINE WORKSHEET

Please indicate the anticipated month of completion for the corresponding objective.	Required											
	FY25/26											
Objective	**Oct.**	**Nov.**	**Dec.**	**Jan.**	**Feb.**	**Mar.**	**Apr.**	**May**	**Jun.**	**Jul.**	**Aug.**	**Sep.**
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TIMELINE WORKSHEET

Please indicate the anticipated month of completion for the corresponding objective.	Not Required if term completed in FY25/26											
	FY26/27											
Objective	**Oct.**	**Nov.**	**Dec.**	**Jan.**	**Feb.**	**Mar.**	**Apr.**	**May**	**Jun.**	**Jul.**	**Aug.**	**Sep.**
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BUDGET WORKSHEET

Agency Name: Ormond Beach Police Department

INCOME SOURCE	TOTAL PROPOSAL BUDGET
Volusia County Opioid Funding	$54,375.00
Leverage Funding	0.00
In-kind Valuation	0.00
TOTAL INCOME	$54,375.00

	EXPENSES	TOTAL PROPOSAL BUDGET	ALLOCATION OF PROJECTED EXPENSES ATTRIBUTED TO VOLUSIA COUNTY OPIOID FUNDING
1	Direct Staff Salary/Wage/Benefits		
2	Professional Instructors/Training		
3	Conventions/Conferences/Seminars		
4	Staff Travel (not inlcuding vehicle rental)		
5	Supplies		
6	Delivery Services/Postage/Shipping		
7	Printing/Publications		
8	Advertising		
9	Computer Usage/Internet/Software/Support		
10	Telephone/Cell Phone Service		
11	Transportation - Client		
12	Housing - Client		
13	Food/Beverages- Client		
14	Other Client Asststance:		
15	Occupancy/mortgage/rent/lease		
16	Equipment lease/rent/purchase	$54,375.00 (75 @ $725 ea)	$54,375.00
17	Equipment Maintenance		
18	Vehicle Maintenance		
19	Facility Maintenance		
20	Utilities		
21	Insurance		
22	Administrative Staff Salary/Wage/Benefits		
23	Other Administrative Costs		
24	Other:		
25	**TOTAL ADMINISTRATIVE EXPENSE** (Add lines 22 and 23)		
26	**TOTAL INCOME**	$54,375.00	
27	**TOTAL EXPENSE**	$54,375.00	
28	**EXCESS/DEFICIT**		

DATA COLLECTION

Agency Name: Ormond Beach Police Department

Client-Specific Information	Location	Items Distributed	Equipment Usage	Staff	Training	Events	Outcomes
Demographics ☒	Address ☒	Item Description ☒	Equipment Details ☒	Service Hours ☐	Name/Type ☒	Name/Type ☐	Short-Term ☐
Factors (employment, homelessness, etc.) ☒	Zip Code ☒	Number Distributed ☒	Maintenance ☒	Salary/Wage ☐	Audience ☐	Audience ☐	Intermediate ☐
Treatment ☒	Other: Business name if need ☒	Recipient ☒	Other: ☐	Caseload ☐	Attendance ☒	Attendance ☐	Long-Term ☐
Other: ☐	Other: ☐	Other: ☐	Other: ☐	Other: ☐	Curriculum ☐	Information ☐	Other: ☐
Outputs/Outcomes ☒	Other: ☐	Outputs/Outcomes ☐	Outputs/Outcomes ☐	Other: ☐	Outputs/Outcomes ☐	Outputs/Outcomes ☐	Other: ☐

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-83
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	2023 Ormond Crossings Annual Report		
Summary:	This is a request to receive and accept the 2023 Ormond Crossings annual report filed by Ormond Crossings West, LLC, as required by the development agreement approved by the City Commission. The report summarizes the 2023 activity that includes selling the Ormond Crossings project to BSK Florida Investments, LLC, and subsequent deeding of the property to Ormond Crossings West LLC as described under the summary of contracts and sales agreements portion of the report. City staff maintains a webpage pertaining to the Ormond Crossings project at: https://www.ormondbeach.org/662/Ormond-Crossings.		
Financial Impact:	None		
Citizen Impact:	The provision of the 2023 annual report does not have an impact on citizens and provides information on the status of the Ormond Crossings project, as required by the development agreement.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission receive and accept the 2023 Ormond Crossings annual report.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 25-83 2023 OC Annual Report (P25-0023G) 2. Exhibit A, 03.18.2025 Ormond Crossings 2023 Annual Report		

Approval:	Kelly McGuire, Finance Director	3/24/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/4/2025
	Joyce Shanahan, City Manager	4/4/2025

RESOLUTION NO. 2025-83

A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2023 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby acknowledges receipt of the 2023 Ormond Crossings Annual Report dated January 27, 2025 as required by the Ormond Crossings Development Agreement approved by Ordinance No. 2010-07, and amended by Ordinance No. 2017-14. A copy of said report is attached hereto as Exhibit "A" and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF 16 PAGES

Ormond Crossings



ANNUAL REPORT

2023

Submitted January 27, 2025

Ormond Crossings Overview

Ormond Crossings is a 2,924 acre planned development located at the southeast quadrant and southwest quadrant of the intersection of I-95 and US-1 in the City of Ormond Beach, Florida (the "City"). The Ormond Crossings site is adjacent to the City airport and is bordered on the east by the Florida East Coast Railroad which has existing sidings adjacent to the site. Because of its proximity to these major transportation links (I-95, US-1, airport and rail), Ormond Crossings is an ideal location for all types of business and industrial development, supported by a broad mixture of residential opportunities. Ormond Crossings will be developed as a mixed-use project that incorporates areas for extensive business and light industrial development, commercial uses and a variety of appropriate residential types.

Ormond Crossings Master Development Plan

The Ormond Crossings Master Development Plan (see Attachment 1) sets the framework for development of the project. The Master Development Plan shows the three primary development areas (Business Park, Business Park/Town Center and Residential) and also identifies the other areas within the project site (Agriculture/Recreation/Upland, Park, Lake and Wetlands) and the major roadways within the project (Crossings Boulevard Section 1, Crossings Boulevard Section 2 and the general location of internal connector roads).

Land Use Areas

Ormond Crossings will be made up of the following land use areas as shown on the Master Development Plan:

(a) Business Park - The "Business Park" will include sites for a combination of mixed-uses, including the following: office; business/flex-space (light industrial); industrial; storage; warehouse/distribution; public/institutional uses; and support retail/commercial.

(b) Business Park/Town Center - The "Business Park/Town Center" will consist of an urban downtown type area with convenient automobile access but a strong pedestrian orientation. The Business Park/Town Center will include sites for the combination of mixed-uses, including the following: retail/commercial; office; multi-family residential; and elderly housing, such as independent living, assisted living and congregate care; and possibly also public/institutional uses.

(c) Residential Areas - The "Residential Areas" will include sites for various housing types including the following: apartment units; condominium units; townhomes; patio homes; single-family detached homes.

The following table identifies the mixture of land uses that are approved by the Ormond Crossings Development Agreement:

Land Use	Gross Bldg./Units/Students/Acreage
Retail/Comm.	200,000/SF
Office	900,000/SF
Business/Flex-space (light industrial)	350,000/SF
Industrial (does not include Business/Flex space)	800,000/SF
Storage	240,000/SF
Warehouse/Distribution	560,000/SF
Public/Institutional	165,000/SF
Elementary School	720 students
Residential	2,950 units
Stormwater and Lakes	400 acres
Open Space	450 acres

Development Agreement Annual Report

The City approved a Development Agreement for the Ormond Crossings development in Feb. 2010. The Development Agreement was amended in August, 2017. The Development Agreement contains a provision that states "The City shall review the progress of Ormond Crossings once every 12 months to determine if there has been demonstrated good-faith compliance with the terms of this Agreement. Beginning 12 months after the effective date of this Agreement and continuing annually thereafter, the Developer shall provide the City with a written and accurate status report which shall include all information necessary for the City to conduct its 12 month review". This Annual Report is provided to fulfill that requirement.

Summary of Previous Development Activity

Annexation – On July 20, 2004, Ormond Crossings, along with adjacent land that was also owned by the Developer, was annexed into the City.
Comprehensive Plan Amendments - Following the Annexation, the City prepared comprehensive plan amendments whereby the land that was the subject of the Annexation would be designated Activity Center on the City's Future Land Use Map (the "Activity Center Comp Plan Amendments").

In October 2004, the Activity Center Comp Plan Amendments were submitted to the Florida Department of Community Affairs ("DCA") for review and in September 2005, the Activity Center Comp Plan Amendments were adopted by the City Commission and transmitted to the DCA. In November 2005, DCA issued a Notice of Intent to Find in Non-Compliance. An administrative proceeding between the City and DCA followed in December 2005 (State of Florida, Department of Community Affairs vs City of Ormond Beach, Florida, DCA Docket No. 05-1-NoI-6411-(A)-(N); DOAH Case No. 05-4365GM). In August 2006, the City and DCA agreed on the framework to settle the administrative proceeding which required the City to adopt certain remedial amendments to the Activity Center Comp Plan Amendments to address DCA's issues regarding the proposed Activity Center Comp Plan Amendments.

The City adopted a Stipulated Settlement Agreement (Resolution 2010-13) and Remedial Comp Plan Amendments (Ord. 2010-06) on Feb. 16, 2010. The agreement and amendments were approved by DCA and became effective April 9, 2010.

Development of Regional Impact – An Application for Development Approval for the Ormond Crossings DRI was submitted to the City for review on August 19, 2005. The City approved the Ormond Crossings Development Order on Dec., 19, 2006 (Resolution 2006-269). Effective in July 2009, Ormond Crossings was exempted from being a DRI pursuant to the provisions of the Community Renewal Act that was enacted by the Florida Legislature during its 2009 legislative session. The Ormond Crossings Development Order was subsequently rescinded by the City Commission on Feb. 16, 2010 (Ordinance 2010-08).

Development Agreement – The City Commission approved the Ormond Crossings Development Agreement as authorized by Chapter 163, Florida Statutes on Feb. 16, 2010.

To facilitate construction of Security First Insurance Company's corporate headquarters, the Development Agreement was amended and restated by that First Amended Ormond Crossings Development Agreement dated August 10, 2017 ("Amended Development Agreement").

North Mainland/Ormond Crossings Community Redevelopment Agency – on July 8, 2004, the Volusia County Council adopted Resolution 2004-131 which delegated the exercise of specified County redevelopment powers to the City of Ormond Beach for the Ormond Crossings' Project Area.

On January 17, 2006, the City Commission adopted Resolution No. 2006-35 which finds the existence of blighted areas within Project Area ("Findings of Blight"), adopted Resolution No. 2006-36 which created a community redevelopment agency known as the North Mainland/Ormond Crossings Community Redevelopment Agency ("CRA") and adopted Resolution No. 2006-37 which approved the Master Redevelopment Plan for the CRA.

On Feb. 2, 2010 the City Commission adopted Resolution 2010-14 approving and adopting the Amendment/Update to the Master Development Plan for the CRA.

On July 8, 2010 the Volusia County Council adopted Resolution 2010-114 restating the delegation of specified County redevelopment powers to the City of Ormond Beach for the Ormond Crossings' Area.

On April 21, 2015 the City Commission approved a request to seek a time extension of 5 years to the requirement that construction begin on the entrance road to the Business Park. The 5 year time extension was approved by the Volusia County Council on June 11, 2015 as adopted by Resolution 2015-077.

On March 3, 2020, the City Commission approved a request to seek an additional time extension from June 11, 2020 through December 31, 2034 to commence construction of the entrance road to the Business Park. The request was approved by the County Council on April 21, 2020.

FEMA Floodplain Revisions – In 2006 the City requested that the developer undertake a drainage study for the entire Ormond Crossing drainage basin. The study was completed in August, 2007 and presented to the City for review. The study was approved by the City in October, 2008.

An application for a Letter or Map Revision (LOMR) was submitted to the Federal Emergency Management Agency (FEMA) on April 9, 2010. The LOMR was approved by FEMA on April 13, 2011. An open house for public viewing of the Preliminary Flood Maps was held in June 2011. Minor corrections to the Flood Insurance Rate Maps (FIRMs) for some information displayed on the Ormond Crossings property were provided to FEMA's consultant for revision on June 20, 2011. Notice of the effective FIRMs and Flood Insurance Study (FIS) was sent to the City of Ormond Beach and Volusia County on July 26, 2011. The FIRMs and FIS became effective on December 6, 2011.

Planned Mixed Use Development Zoning – the Ormond Crossings development has been designated a Planned Mixed Use Development. The project rezoning to Planned

Mixed Use Development was completed upon the adoption of a Master Development Plan (MDP) and Design Standards by the City Commission on Sept. 3, 2013.

Phase "A" Preliminary Plat – an application for Preliminary Plat for the area known as Phase "A" (see Attachment 2) within Ormond Crossings was submitted to the City on Dec. 11, 2008. Phase "A" contains Segment 1 of Crossings Blvd., a connection to Broadway Ave., a connection to Pineland Trail and the roadway connecting Crossings Blvd. to Tymber Creek Road utilizing the I-95 underpass. It includes a total of 9 lots within the Business Park area including a lot to be deeded to the City for the location of the water storage tank and future fire station. Initial comments were received from the City on Jan. 9, 2009. After the final approval of the MPD and Design Standards, the Developer submitted a revised Phase "A" submittal to the City on August 1, 2014. A workshop was held with City Staff on Sept. 3, 2014 to review the submittal and discuss revisions to the plans. City comments on the 2nd submittal were received on October 8, 2014. The Developer's consultant team requested a time extension to provide responses to the City comments and revised plans. The plat was put on hold when the prior owner of Tomoka Holdings, LLC decided to discontinue its Florida real estate operations. The plat remains on hold.

Phase "A" Permitting – Following are the permits and approvals that were received or are pending for development of Phase "A".

St. Johns River Water Management District (SJRWMD) – an Environmental Resource Permit (ERP) application was submitted on May 16, 2008 for the Phase "A" stormwater improvements. The ERP (4-127-116310-1) was issued on July 5, 2011. The permit was reissued on Dec. 4, 2017 in conjunction with the permitting of the Security First site. It had an expiration date of Dec. 4, 2022.

US Army Corps of Engineers (ACOE) – a Dredge and Fill permit (2008-04425(IP-JCP)) was issued by the ACOE on June 21, 2012. The original permit has expired. The ACOE issued a No Permit Required letter on August 25, 2020 for the area within Phase "A".

Florida East Coast Railroad (FECRR) – an application to cross the FECRR rail right-of-way was submitted on Nov. 8, 2010. The application covers the Crossings Blvd. Segment 1 roadway flyover and utilities, the Phase "A" drainage crossings and the Broadway Ave. extension crossing. A Subgrade Crossing Agreement for the drainage crossing associated with Phase "A" was received from FECRR on April 12, 2013. An Aerial Crossing Easement Agreement for the roadway flyover bridge and utility lines associated with the bridge was received from FECRR on January 20, 2014 and recorded in the public records of Volusia County, Florida in Official Records Book 6955, Pages 2993 through 3006.

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FDEP Wastewater Permit (Offsite Improvements) – Issued 12/14/2017.
FDEP Potable Water Permit (Onsite Improvements) – Issued 12/21/2017.
FDEP Potable Water Permit (Offsite Improvements) – Issued 6/18/2018.
USACE Permit Extension – Issued 12/21/2017. This permit has expired. The USACE issued a No Permit Required letter on August 25, 2020 for the area within Phase "A".

Summary of Development Agreement Requirements/Commitments

The Ormond Crossings Development Agreement contains many requirements and commitments. The following table lists each requirement/commitment and its current status.

ORMOND CROSSINGS DEVELOPMENT AGREEMENT
REQUIREMENTS/COMMITMENTS

Development Agreement Paragraph	Requirement	Status	Comments
Part III, #2(a)(i)	No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") $500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and paid for prior to July 31, 2013, instead of paying the $500,000 to the FDOT, the Developer shall apply the $500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the $500,000 shall be applied to improvements or operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings.	Completed	PD&E Study was funded by FDOT and was complete or substantially complete by July, 31, 2013. In accordance with the provisions of the Development Agreement, Developer, FDOT and the City agreed to an alternative mitigation payment plan. The $500,000 mitigation payment was to be paid in 4 installments: $20,000 in 2014 followed by $160,000 installments in 2015, 2016 and 2017. All required payments have been completed.
Part III, #2(a)(ii)	Upgrade 4.15 mile segment of Tymber Creek Rd from Airport Rd to I-95 (repaving 2 lane road) within one year from first subdivision or site plan approval for portion located west of I-95 with completion within 1 year from commencement.	Completed	This segment of Tymber Creek Road has been widened and resurfaced by Volusia County.

Development Agreement Paragraph	Requirement	Status	Comments
Part III, #2(a)(iv)	Developer, City and North Mainland/OC's CRA shall pursue design and construction of Crossings Blvd., including the overpass of I-95. Segment 1 construction to commence within 5 years from recording of Phase A plat with completion prior to exceeding 2017 net external peak hour trips. CDD/Developer responsible for any amount over $12M.	Not Yet Required	Ormond Crossings Segment 1 construction plans were submitted to City on 11/20/2024 and are currently under review.
Part III, #2(a)(iv)	The Developer or the CDD shall commence design and permitting of Segment 2 at such time as the CRA Authority provides written notice that it can reasonably foresee having the ability, within two years, to repay the Segment 1 loan. The Developer or the CDD shall proceed with the construction of Segment 2 upon repayment of the Segment 1 loan or as soon as the design and permitting of Segment 2 are completed, whichever is later, but provided that in any event Segment 2 shall be completed prior to the project exceeding 4,000 net external peak-hour trips.	Not Yet Required	
Part III, #2(a)(v)	Within 6 months following commencement of Segment 1 construction, the Developer or the CDD shall commence construction of a road segment from Segment 1 northward to connect to Tymber Creek Rd via I-95 underpass – to be completed with 1 year.	Not Yet Required	
Part III, #2(a)(vi)	Install a traffic signal and turn lane improvements at US-1 and Broadway Ave. Required prior to eastbound Broadway Ave. traffic exceeding 53 vehicles during 8 highest hours of an average weekday.	Completed	Tract 18 (Security First) construction included the required additional lanes at the Broadway Ave./US 1 intersection. Although the Amended Development Agreement provides that Security First's initial phase will not trigger the requirement for the traffic signal, a permanent signal has been installed and is operational.
Part III,	Install a traffic signal and additional turn lanes at US 1	Not Yet Required	The Amended Development Agreement provides

Development Agreement Paragraph	Requirement	Status	Comments
#2(a)(vii)	and Hull Rd within 1 year from 1st certificate of occupancy or warranted traffic study.		that Security First's initial phase will not trigger the requirement for the Hull Road Signal and Turn Lanes.
Part III,#2(a)(viii)	Install traffic signals at the entrances to Ormond Crossings from US 1 north and south of the I-95 interchange when traffic meets traffic signal warrants based on FDOT study procedures. Within 6 months following request from the City or County, but no later than 12/21/20, Developer must provide timing study for traffic signals on US-1 between the North and South entrances to Ormond Crossings.	Not Yet Required	Notwithstanding the 12/31/20 outside date, the North and South entrances are not yet constructed.
Part III, #2(a)(ix)	Prior to the project exceeding 2,275 net external peak-hour trips, developer must complete the following improvements at I-95/US 1 interchange: - to the I-95 southbound ramps, add a 2nd southbound I-95 to southbound US 1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet. - to the I-95 northbound ramps, add a 2nd I-95 northbound to US-1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet.	Not Yet Required	
Part III, #2(d)	Prior to issuance of 1st certificate of occupancy, enter into an agreement with Votran and City. Fifth year after agreement signed meet with City and Votran to decide on multi-model transportation strategies.	Not Yet Required	The Amended Development Agreement provides that Security First's initial phase will not trigger the requirement for an agreement among the Developer, the City and Votran.
Part III, #2(g)iv	Enter into an agreement at City's request, with City and Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered	Not Yet Required	

Development Agreement Paragraph	Requirement	Status	Comments
	walk-ways, future transit super-stop and viability of a CDD operated internal tram system.		
Part III, #3(b)	Deed to the City 45 acres of uplands, in not more than 5 project park sites, prior to the build-out of 2,000 residential units.	Not Yet Required	
Part III, #3(b)(i-x)	Prior to build-out of 1,000 residential units, build 1 community center (6,000 sq. ft), trail system (.75 miles) hard surface walkways, picnic shelter, 1 soccer/football field, 1 baseball/softball field, 2 basketball courts with lights, 2 shuffleboard courts, 1 bocce ball court, 1 tennis court and 1 racquetball court.	Not Yet Required	
Part III, #3(b)(i)	Prior to build-out of 2,000 residential units, build 1 or more community centers (4,000 sq. ft), trail system (.525 miles), 36.5 acres passive park, dog park, covered playground, 1 baseball/softball field, 2 outside basketball courts with lights, 2 shuffle board courts, 1 bocce ball court, 2 tennis courts and 1 racquetball court.	Not Yet Required	
Part III, #4	Deed minimum 20 acres upland to Volusia County School Board prior to issuance of residential building permits.	Not Yet Required	Tract 15 is designated as a School/Park site.
Part III, # 5	Deed minimum 3 upland acres to City for fire station to be part of initial plat.	Not Yet Required	Fire Station site is to be located on Tract 17. Final site plan for Tract 17 is not yet completed.
Part III, # 5 (b)	Design and construction of fire station and purchase of a "Class "A" pumper vehicle and a ladder truck.	Not Yet Required	

Summary of Contracts and Sales Agreements

In March 2017, Security First Insurance Company signed a contract to purchase all of Tract 18 in the Business Park (approximately 50 acres). The purchase closed on Sept. 14, 2017. Security First plans to develop a large office complex on Tract 18 and has completed an initial building of approximately 134,000 s.f. Security First held their grand opening on November 14, 2019.

In March 2021, Destinations Interchange, LLC purchased an easement for compensating stormwater storage for its Ormond Gateway project. The easement is located within a planned stormwater drainage pond on Ormond Crossings Tract 11 as it does not interfere with the conceptual plan for the project.

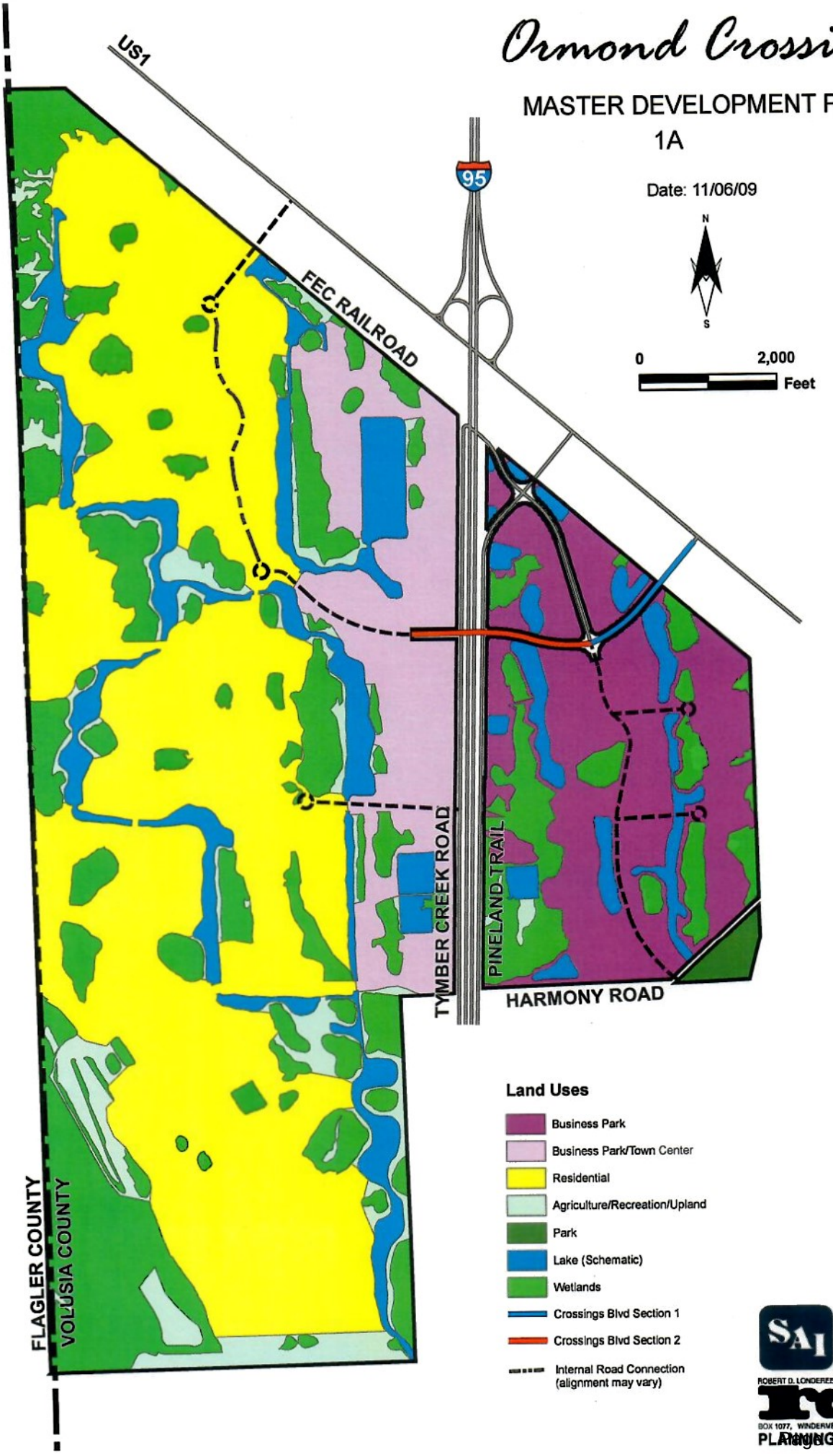
Tomoka Holdings entered into a contract for the purchase of the Ormond Crossings property with BSK Florida Investments, LLC on April 6, 2023. The sale of the property was effective on Dec. 5, 2023 with the deeds transferred to Ormond Crossings West, LLC on Dec. 27, 2023.

Ormond Crossings

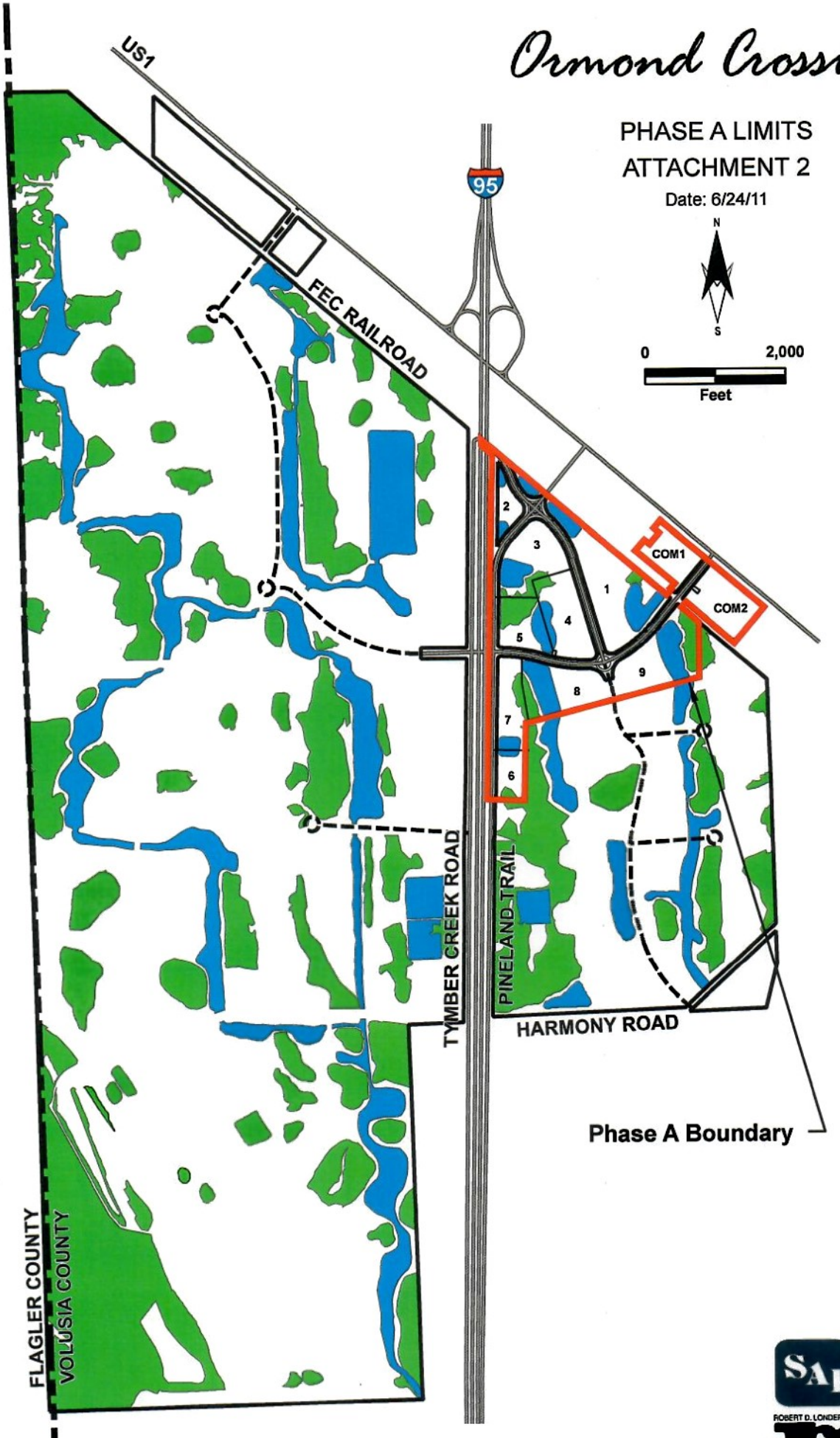
MASTER DEVELOPMENT PLAN

1A

Date: 11/06/09



SAI SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN



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Map Document: (M:\OrmondCrossings\ArcView\OC-Phase A Map 2011 0624.mxd)



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City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-84
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	2024 Ormond Crossings Annual Report		
Summary:	This is a request to receive and accept the 2024 Ormond Crossings annual report filed by Ormond Crossings West, LLC, as required by the development agreement approved by the City Commission. The 2024 annual report summarizes the development submittals related to this project, including: • Preliminary Site Plan for Ormond Crossings, Phase 1 Residential (approved) • Ormond Crossings, Phase 1 Residential Preliminary Plat (in review) • Volusia County Schools Concurrency Determination Letter for Ormond Crossings, Phase 1 Residential (approved) • Ormond Crossings Master Utility Plan (approved with conditions) • First amended to the Planned Mixed Use Development (approved with Ordinance 2024-40) • Creation of the Community Development District (approved with Ordinance 2024-23) • Construction plans for the bridge flyovers over the railroad tracks (in review) • Construction plans for a potable watermain extension (in review) City staff maintains a webpage pertaining to the Ormond Crossings project at: https://www.ormondbeach.org/662/Ormond-Crossings.		
Financial Impact:	None		

Citizen Impact:	The provision of the 2024 annual report does not have an impact on citizens and provides information on the status of the Ormond Crossings project, as required by the development agreement.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission receive and accept the 2024 Ormond Crossings annual report.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-84 2024 OC Annual Report (P25-0024G) 2. 03.18.2025, Ormond Crossings Annual Report 2024 dated 1-27-2025
Approval:	Kelly McGuire, Finance Director 3/24/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-84

A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2024 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby acknowledges receipt of the 2024 Ormond Crossings Annual Report dated January 27, 2025 as required by the Ormond Crossings Development Agreement approved by Ordinance No. 2010-07, and amended by Ordinance No. 2017-14. A copy of said report is attached hereto as Exhibit "A" and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF 15 PAGES

Ormond Crossings



ANNUAL REPORT

2024

Submitted January 27, 2025

Ormond Crossings Overview

Ormond Crossings is a 2,924 acre planned development located at the southeast quadrant and southwest quadrant of the intersection of I-95 and US-1 in the City of Ormond Beach, Florida (the "City"). The Ormond Crossings site is adjacent to the City airport and is bordered on the east by the Florida East Coast Railroad which has existing sidings adjacent to the site. Because of its proximity to these major transportation links (I-95, US-1, airport and rail), Ormond Crossings is an ideal location for all types of business and industrial development, supported by a broad mixture of residential opportunities. Ormond Crossings will be developed as a mixed-use project that incorporates areas for extensive business and light industrial development, commercial uses and a variety of appropriate residential types.

Ormond Crossings Master Development Plan

The Ormond Crossings Master Development Plan (see Attachment 1) sets the framework for development of the project. The Master Development Plan shows the three primary development areas (Business Park, Business Park/Town Center and Residential) and also identifies the other areas within the project site (Agriculture/Recreation/Upland, Park, Lake and Wetlands) and the major roadways within the project (Crossings Boulevard Section 1, Crossings Boulevard Section 2 and the general location of internal connector roads).

Land Use Areas

Ormond Crossings will be made up of the following land use areas as shown on the Master Development Plan:

(a) Business Park - The "Business Park" will include sites for a combination of mixed-uses, including the following: office; business/flex-space (light industrial); industrial; storage; warehouse/distribution; public/institutional uses; and support retail/commercial.

(b) Business Park/Town Center - The "Business Park/Town Center" will consist of an urban downtown type area with convenient automobile access but a strong pedestrian orientation. The Business Park/Town Center will include sites for the combination of mixed-uses, including the following: retail/commercial; office; multi-family residential; and elderly housing, such as independent living, assisted living and congregate care; and possibly also public/institutional uses.

(c) Residential Areas - The "Residential Areas" will include sites for various housing types including the following: apartment units; condominium units; townhomes; patio homes; single-family detached homes.

The following table identifies the mixture of land uses that are approved by the Ormond Crossings Development Agreement:

Land Use	Gross Bldg./Units/Students/Acreage
Retail/Comm.	200,000/SF
Office	900,000/SF
Business/Flex-space (light industrial)	350,000/SF
Industrial (does not include Business/Flex space)	800,000/SF
Storage	240,000/SF
Warehouse/Distribution	560,000/SF
Public/Institutional	165,000/SF
Elementary School	720 students
Residential	2,950 units
Stormwater and Lakes	400 acres
Open Space	450 acres

Development Agreement Annual Report

The City approved a Development Agreement for the Ormond Crossings development in Feb. 2010. The Development Agreement was amended in August, 2017. The Development Agreement contains a provision that states “The City shall review the progress of Ormond Crossings once every 12 months to determine if there has been demonstrated good-faith compliance with the terms of this Agreement. Beginning 12 months after the effective date of this Agreement and continuing annually thereafter, the Developer shall provide the City with a written and accurate status report which shall include all information necessary for the City to conduct its 12 month review”. This Annual Report is provided to fulfill that requirement.

Summary of Previous Development Activity (through 2023)

Annexation – On July 20, 2004, Ormond Crossings, along with adjacent land that was also owned by the Developer, was annexed into the City.
Comprehensive Plan Amendments - Following the Annexation, the City prepared comprehensive plan amendments whereby the land that was the subject of the Annexation would be designated Activity Center on the City's Future Land Use Map (the "Activity Center Comp Plan Amendments").

In October 2004, the Activity Center Comp Plan Amendments were submitted to the Florida Department of Community Affairs ("DCA") for review and in September 2005, the Activity Center Comp Plan Amendments were adopted by the City Commission and transmitted to the DCA. In November 2005, DCA issued a Notice of Intent to Find in Non-Compliance. An administrative proceeding between the City and DCA followed in December 2005 (State of Florida, Department of Community Affairs vs City of Ormond Beach, Florida, DCA Docket No. 05-1-NoI-6411-(A)-(N); DOAH Case No. 05-4365GM). In August 2006, the City and DCA agreed on the framework to settle the administrative proceeding which required the City to adopt certain remedial amendments to the Activity Center Comp Plan Amendments to address DCA's issues regarding the proposed Activity Center Comp Plan Amendments.

The City adopted a Stipulated Settlement Agreement (Resolution 2010-13) and Remedial Comp Plan Amendments (Ord. 2010-06) on Feb. 16, 2010. The agreement and amendments were approved by DCA and became effective April 9, 2010.

Development of Regional Impact – An Application for Development Approval for the Ormond Crossings DRI was submitted to the City for review on August 19, 2005. The City approved the Ormond Crossings Development Order on Dec., 19, 2006 (Resolution 2006-269). Effective in July 2009, Ormond Crossings was exempted from being a DRI pursuant to the provisions of the Community Renewal Act that was enacted by the Florida Legislature during its 2009 legislative session. The Ormond Crossings Development Order was subsequently rescinded by the City Commission on Feb. 16, 2010 (Ordinance 2010-08).

Development Agreement – The City Commission approved the Ormond Crossings Development Agreement as authorized by Chapter 163, Florida Statutes on Feb. 16, 2010.

To facilitate construction of Security First Insurance Company’s corporate headquarters, the Development Agreement was amended and restated by that First Amended Ormond Crossings Development Agreement dated August 10, 2017 (“Amended Development Agreement”).

North Mainland/Ormond Crossings Community Redevelopment Agency – on July 8, 2004, the Volusia County Council adopted Resolution 2004-131 which delegated the exercise of specified County redevelopment powers to the City of Ormond Beach for the Ormond Crossings' Project Area.

On January 17, 2006, the City Commission adopted Resolution No. 2006-35 which finds the existence of blighted areas within Project Area ("Findings of Blight"), adopted Resolution No. 2006-36 which created a community redevelopment agency known as the North Mainland/Ormond Crossings Community Redevelopment Agency (“CRA”) and adopted Resolution No. 2006-37 which approved the Master Redevelopment Plan for the CRA.

On Feb. 2, 2010 the City Commission adopted Resolution 2010-14 approving and adopting the Amendment/Update to the Master Development Plan for the CRA.

On July 8, 2010 the Volusia County Council adopted Resolution 2010-114 restating the delegation of specified County redevelopment powers to the City of Ormond Beach for the Ormond Crossings’ Area.

On April 21, 2015 the City Commission approved a request to seek a time extension of 5 years to the requirement that construction begin on the entrance road to the Business Park. The 5 year time extension was approved by the Volusia County Council on June 11, 2015 as adopted by Resolution 2015-077.

On March 3, 2020, the City Commission approved a request to seek an additional time extension from June 11, 2020 through December 31, 2034 to commence construction of the entrance road to the Business Park. The request was approved by the County Council on April 21, 2020.

FEMA Floodplain Revisions – In 2006 the City requested that the developer undertake a drainage study for the entire Ormond Crossing drainage basin. The study was completed in August, 2007 and presented to the City for review. The study was approved by the City in October, 2008.

An application for a Letter or Map Revision (LOMR) was submitted to the Federal Emergency Management Agency (FEMA) on April 9, 2010. The LOMR was approved by FEMA on April 13, 2011. An open house for public viewing of the Preliminary Flood Maps was held in June 2011. Minor corrections to the Flood Insurance Rate Maps (FIRMs) for some information displayed on the Ormond Crossings property were provided to FEMA’s consultant for revision on June 20, 2011. Notice of the effective FIRMs and Flood Insurance Study (FIS) was sent to the City of Ormond Beach and Volusia County on July 26, 2011. The FIRMs and FIS became effective on December 6, 2011.

Planned Mixed Use Development Zoning – the Ormond Crossings development has been designated a Planned Mixed Use Development. The project rezoning to Planned Mixed

Use Development was completed upon the adoption of a Master Development Plan (MDP) and Design Standards by the City Commission on Sept. 3, 2013.

Phase "A" Preliminary Plat – an application for Preliminary Plat for the area known as Phase "A" within Ormond Crossings was submitted to the City on Dec. 11, 2008. Phase "A" contains Segment 1 of Crossings Blvd., a connection to Broadway Ave., a connection to Pineland Trail and the roadway connecting Crossings Blvd. to Tymber Creek Road utilizing the I-95 underpass. It includes a total of 9 lots within the Business Park area including a lot to be deeded to the City for the location of the water storage tank and future fire station. Initial comments were received from the City on Jan. 9, 2009. After the final approval of the MPD and Design Standards, the Developer submitted a revised Phase "A" submittal to the City on August 1, 2014. A workshop was held with City Staff on Sept. 3, 2014 to review the submittal and discuss revisions to the plans. City comments on the 2nd submittal were received on October 8, 2014. The Developer's consultant team requested a time extension to provide responses to the City comments and revised plans. The plat was put on hold when the prior owner of Tomoka Holdings, LLC decided to discontinue its Florida real estate operations. The plat remains on hold.

Phase "A" Permitting – Following are the permits and approvals that were received or are pending for development of Phase "A".

St. Johns River Water Management District (SJRWMD) – an Environmental Resource Permit (ERP) application was submitted on May 16, 2008 for the Phase "A" stormwater improvements. The ERP (4-127-116310-1) was issued on July 5, 2011. The permit was reissued on Dec. 4, 2017 in conjunction with the permitting of the Security First site. It has an expiration date of Dec. 4, 2022. Tomoka Holdings has applied for a revised permit that will extend the expiration date another five years. That request is currently under review.

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Volusia County Use Permit (Broadway Ave. Improvements) – Issued 12/19/2017.
FDEP Wastewater Permit (Onsite Improvements) – Issued 12/14/2017.
FDEP Wastewater Permit (Offsite Improvements) – Issued 12/14/2017.
FDEP Potable Water Permit (Onsite Improvements) – Issued 12/21/2017.
FDEP Potable Water Permit (Offsite Improvements) – Issued 6/18/2018.
USACE Permit Extension – Issued 12/21/2017. This permit has expired. The USACE issued a No Permit Required letter on August 25, 2020 for the area within Phase "A".

Summary of Current Development Activity (2024)

APPROVALS

1. **Preliminary Site Plan for Ormond Crossings Phase 1 Residential**
    a. Submitted to City of Ormond Beach 7/17/2024
    b. Approved by City of Ormond Beach 8/8/2024
2. **Ormond Crossings Phase 1 Residential Volusia County Schools Concurrency Determination Conditional Concurrency Letter**
    a. Received Letter from Volusia County Schools on 9/17/2024
3. **Ormond Crossings Master Utility Plan**
    a. Approved with Conditions by City of Ormond Beach 11/22/2024
4. **Ormond Crossings Master Development Plan Text Change Amendment**
    a. Submitted to City of Ormond Beach 8/20/24
    b. Approved by City of Ormond Beach City Commission 1/7/25 (Ordinance No. 2024-40)
5. **Ormond Crossings Conceptual Plan Revisions**
    a. Submitted to City of Ormond Beach 8/20/24
    b. Approved by City of Ormond Beach City Commission 1/7/25 (Ordinance No. 2024-40)
6. **Community Development District**
    a. Petition to form Ormond Crossings West CDD submitted to City 5/23/2024
    b. Petition approved by City Commission 8/6/2024 (Ordinance No. 2024-23)
    c. Ormond Crossings West CDD organizational meeting held 11/12/2024

SUBMITTALS

1. **Preliminary Plat for Ormond Crossings Phase 1 Residential**
    a. Initial Submittal to City of Ormond Beach 12/3/2024
2. **Construction Plans for Ormond Crossings Potable Watermain Extension**
    a. Initial Submittal to City Ormond Beach 12/3/2024
    b. Initial Submittal to Volusia County 12/3/2024
3. **Ormond Crossings West Northern SJRWMD Conceptual Permit**
    a. Submitted to St Johns River Water Management District (SJRWMD) 11/12/2024

4. **Construction Plans for Ormond Crossings US-1 Connector Road West**
    a. Submitted to Volusia County 10/21/24
    b. Submitted to City of Ormond Beach 10/21/24
    c. Submitted to FEC 10/22/24
5. **Construction Plans for Ormond Crossings US-1 Connector Road East**
    a. Submitted to City of Ormond Beach 11/20/24
6. **Utility License for Ormond Crossings West Watermain Crossing**
    a. Submitted to FEC 10/14/24
7. **Utility License for Ormond Crossings West Forcemain Crossing**
    a. Submitted to FEC 10/14/24
8. **ACOE 404 for Ormond Crossings West Northern Development**
    a. Submitted to ACOE 7/10/24

IN-PROGRESS

1. **Construction Plans for Ormond Crossings Forcemain Extension**
    a. To be submitted to City of Ormond Beach & FDOT 4/25/25
2. **Construction Plans for Ormond Crossings Reclaimed Watermain Extension**
    a. To be submitted to City of Ormond Beach & FDOT 4/25/25
3. **Ormond Crossings Eastside Phase 1 SJRWMD Conceptual Permit**
    a. To be submitted to SJRWMD 1/24/25
4. **Construction Plans for Ormond Crossings US-1 Connector Road West**
    a. To be submitted to FDOT 1/31/25
5. **Conditional Letter of Map Revision (CLOMR) for Ormond Crossings Phase 1 Residential**
    a. To be submitted to FEMA 2/7/25

Summary of Development Agreement Requirements/Commitments

The Ormond Crossings Development Agreement contains many requirements and commitments. The following table lists each requirement/commitment and its current status.

ORMOND CROSSINGS DEVELOPMENT AGREEMENT
REQUIREMENTS/COMMITMENTS

Development Agreement Paragraph	Requirement	Status	Comments
Part III, #2(a)(i)	No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") $500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and paid for prior to July 31, 2013, instead of paying the $500,000 to the FDOT, the Developer shall apply the $500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the $500,000 shall be applied to improvements or operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings.	Completed	PD&E Study was funded by FDOT and was complete or substantially complete by July, 31, 2013. In accordance with the provisions of the Development Agreement, Developer, FDOT and the City agreed to an alternative mitigation payment plan. The $500,000 mitigation payment was to be paid in 4 installments: $20,000 in 2014 followed by $160,000 installments in 2015, 2016 and 2017. All required payments have been completed.
Part III, #2(a)(ii)	Upgrade 4.15 mile segment of Tymber Creek Rd from Airport Rd to I-95 (repaving 2 lane road) within one year from first subdivision or site plan approval for portion located west of I-95 with completion within 1 year from commencement.	Completed	This segment of Tymber Creek Road has been widened and resurfaced by Volusia County.

Development Agreement Paragraph	Requirement	Status	Comments
Part III, #2(a)(iv)	Developer, City and North Mainland/OC's CRA shall pursue design and construction of Crossings Blvd., including the overpass of I-95. Segment 1 construction to commence within 5 years from recording of Phase A plat with completion prior to exceeding 2017 net external peak hour trips. CDD/Developer responsible for any amount over $12M.	Not Yet Required	Ormond Crossings Segment 1 construction plans were submitted to City on 11/20/2024 and are currently under review.
Part III, #2(a)(iv)	The Developer or the CDD shall commence design and permitting of Segment 2 at such time as the CRA Authority provides written notice that it can reasonably foresee having the ability, within two years, to repay the Segment 1 loan. The Developer or the CDD shall proceed with the construction of Segment 2 upon repayment of the Segment 1 loan or as soon as the design and permitting of Segment 2 are completed, whichever is later, but provided that in any event Segment 2 shall be completed prior to the project exceeding 4,000 net external peak-hour trips.	Not Yet Required	
Part III, #2(a)(v)	Within 6 months following commencement of Segment 1 construction, the Developer or the CDD shall commence construction of a road segment from Segment 1 northward to connect to Tymber Creek Rd via I-95 underpass -- to be completed with 1 year.	Not Yet Required	
Part III, #2(a)(vi)	Install a traffic signal and turn lane improvements at US-1 and Broadway Ave. Required prior to eastbound Broadway Ave. traffic exceeding 53 vehicles during 8 highest hours of an average weekday.	Completed	Tract 18 (Security First) construction included the required additional lanes at the Broadway Ave./US 1 intersection. Although the Amended Development Agreement provides that Security First's initial phase will not trigger the requirement for the traffic signal, a permanent signal has been installed and is operational.
Part III,	Install a traffic signal and additional turn lanes at US 1	Not Yet Required	The Amended Development Agreement provides

Development Agreement Paragraph	Requirement	Status	Comments
#2(a)(vii)	and Hull Rd within 1 year from 1st certificate of occupancy or warranted traffic study.		that Security First's initial phase will not trigger the requirement for the Hull Road Signal and Turn Lanes.
Part III,#2(a)(viii)	Install traffic signals at the entrances to Ormond Crossings from US 1 north and south of the I-95 interchange when traffic meets traffic signal warrants based on FDOT study procedures. Within 6 months following request from the City or County, but no later than 12/21/20, Developer must provide timing study for traffic signals on US-1 between the North and South entrances to Ormond Crossings.	Not Yet Required	Notwithstanding the 12/31/20 outside date, the North and South entrances are not yet constructed.
Part III, #2(a)(ix)	Prior to the project exceeding 2,275 net external peak-hour trips, developer must complete the following improvements at I-95/US 1 interchange: - to the I-95 southbound ramps, add a 2nd southbound I-95 to southbound US 1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet. - to the I-95 northbound ramps, add a 2nd I-95 northbound to US-1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet.	Not Yet Required	
Part III, #2(d)	Prior to issuance of 1st certificate of occupancy, enter into an agreement with Votran and City. Fifth year after agreement signed meet with City and Votran to decide on multi-model transportation strategies.	Not Yet Required	The Amended Development Agreement provides that Security First's initial phase will not trigger the requirement for an agreement among the Developer, the City and Votran.
Part III, #2(g)iv	Enter into an agreement at City's request, with City and Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered	Not Yet Required	

Development Agreement Paragraph	Requirement	Status	Comments
	walk-ways, future transit super-stop and viability of a CDD operated internal tram system.		
Part III, #3(b)	Deed to the City 45 acres of uplands, in not more than 5 project park sites, prior to the build-out of 2,000 residential units.	Not Yet Required	
Part III, #3(b)(i-x)	Prior to build-out of 1,000 residential units, build 1 community center (6,000 sq. ft), trail system (.75 miles) hard surface walkways, picnic shelter, 1 soccer/football field, 1 baseball/softball field, 2 basketball courts with lights, 2 shuffleboard courts, 1 bocce ball court, 1 tennis court and 1 racquetball court.	Not Yet Required	
Part III, #3(b)(i)	Prior to build-out of 2,000 residential units, build 1 or more community centers (4,000 sq. ft), trail system (.525 miles), 36.5 acres passive park, dog park, covered playground, 1 baseball/softball field, 2 outside basketball courts with lights, 2 shuffle board courts, 1 bocce ball court, 2 tennis courts and 1 racquetball court.	Not Yet Required	
Part III, #4	Deed minimum 20 acres upland to Volusia County School Board prior to issuance of residential building permits.	Not Yet Required	Tract 15 is designated as a School/Park site.
Part III, # 5	Deed minimum 3 upland acres to City for fire station to be part of initial plat.	Not Yet Required	Fire Station site is to be located on Tract 17. Final site plan for Tract 17 is not yet completed.
Part III, # 5 (b)	Design and construction of fire station and purchase of a "Class "A" pumper vehicle and a ladder truck.	Not Yet Required	

Summary of Contracts and Sales Agreements

In March 2017, Security First Insurance Company signed a contract to purchase all of Tract 18 in the Business Park (approximately 50 acres). The purchase closed on Sept. 14, 2017. Security First plans to develop a large office complex on Tract 18 and has completed an initial building of approximately 134,000 s.f. Security First held their grand opening on November 14, 2019.

In March 2021, Destinations Interchange, LLC purchased an easement for compensating stormwater storage for its Ormond Gateway project. The easement is located within a planned stormwater drainage pond on Ormond Crossings Tract 11 as it does not interfere with the conceptual plan for the project.

Ormond Crossings West, LLC acquired the Ormond Crossings development from Tomoka Holdings, LLC on Dec. 27, 2023.

Ormond Crossings West, LLC (OCW) is working closely with City of Ormond Beach officials and economic development staff to identify potential businesses suitable for the project. OCW currently is under contract with Meritage Homes for development of up to 2500 residential homes on the western portion of the property.

ORMOND CROSSINGS

Masterplan

Ormond Beach, FL



POULOS & BENNETT

a Pape-Dawson company

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-85
Strategic Goal:	Economic Development - Other		
Department:	Economic Development		
Subject:	Quitclaim Deed by City of Ormond Beach for Real Property Located at 4 Sunshine Boulevard		
Summary:	In May 1982, the City of Ormond Beach sold Lot 29, located in the Airport Business Park, to CAPO, Inc. There was a deed restriction that ran with the land indicating the property owner could not sell, lease, assign or otherwise convey an interest in the property without the prior written approval of the seller (City of Ormond Beach). Germfree, a global leader in the manufacture of modular clean room and clean room equipment, purchased the property in 2015. In 2022, Germfree was acquired by the private equity firm EW Healthcare Partners, which included the sale of the building to the private equity firm. As Germfree continues to grow their business and expand operations under the guidance of the equity firm, they are pursuing a sale-leaseback of the property to Alpine Income Property OP, LP. The buyer (Alpine) assigned the purchase and sale agreement to Pine25 Ormond Beach LLC (a related entity) prior to closing. The City is being asked to approve a quitclaim deed to release the deed restriction that requires written approval before the property can be sold, leased, or conveyed. It has been 44 years since the property originally sold. It has maintained use as a manufacturing facility. The City's land use code and zoning along with the business park's Covenants & Restrictions will ensure the integrity of the property and alignment with the purpose of the business park. This renders the deed restriction moot and no longer necessary for the sale of the property. Approval of this matter will allow Germfree to continue to grow and expand their operations for many years to come.		
Financial Impact:	None		

Citizen Impact:	There is no direct impact on the citizens. The economic impact of maintaining advanced manufacturing companies in the City directly impacts direct and indirect job growth, capital investment, and tax revenue.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the quitclaim deed to release the requirement of written approval before the property can be sold, leased, or conveyed.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 25-85 Pine25 Easement (ABP) (P25-0043G) 2. Quitclaim Deed - Release of City Consent Requirement 3. Warranty Deed-May 24, 1982 4. Special Warranty Deed btwn Private Entities
Approval:	Kelly McGuire, Finance Director 4/2/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/4/2025

RESOLUTION NO. 2025-85

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF PINE25 ORMOND BEACH LLC, RELEASING ANY AND ALL RIGHTS, TITLE AND INTEREST THE CITY MAY HAVE IN AND TO THE PROPERTY GENERALLY LOCATED AT 4 SUNSHINE BOULEVARD, ORMOND BEACH, FLORIDA (PARCEL ID NUMBERS: 4218-00-03-0011 AND 4218-01-00-0730) AT THE AIRPORT BUSINESS PARK, PHASE I; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Pine25 Ormond Beach, LLC, a Delaware limited liability company, for the purpose of releasing any and all rights, title and interest the City may have in and to the Property generally located at 4 Sunshine Boulevard, Ormond Beach, Florida (Volusia County Parcel ID Numbers: 4218-00-03-0011 and 4218-01-00-0730) at the Airport Business Park, Phase 1.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 15th day of April, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

Instrument Prepared By:

Kirkland & Ellis LLP
Vincent P. Forcinito, Esq.
4550 Travis Street
Dallas, Texas 75205

4218–00–03–0011
Parcel ID number 4218–01–00–0730

Quitclaim Deed

This Quitclaim Deed is made this _____ day of _____, 2025, by and between:

The City of Ormond Beach, a Florida municipal corporation of the County of Volusia, State of Florida ("Grantor"),

and

Pine25 Ormond Beach LLC, a Delaware limited liability company ("Grantee")

whose address is: 1140 N. Williamson Boulevard, Suite 140
Daytona Beach, Florida 32114

Witnesseth that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed unto said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in the County of Volusia, State of Florida (the "Property") to wit:

See exhibit "A" Attached for a Complete Legal Description.

The intent of this conveyance is to transfer any and all of Grantor's rights, title and interest in and to the Property retained in the following described Deed executed by the Grantor, including, without limitation, a full release and discharge of all conditions, reservations and restrictions (collectively, the "Restrictions") imposed by Grantor with respect to the Property, such that from and after the date hereof, such Restrictions shall be deemed terminated and of no further force or effect with respect to the Property:

Official Records Book 2358, page 1580 of the Public Records of the County of Volusia, State of Florida.

To Have and to Hold the same together with all and singular the appearances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

[signature pages follows]

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE, Mayor
22 South Beach Street
Ormond Beach, FL 32174

Attest: _____
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of April, 2025, by **JASON LESLIE** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

_____
NOTARY PUBLIC State of Florida-at-large
Official Seal:

EXHIBIT A

PARCEL B

A PART OF LOT 29, INDUSTRIAL PARK, ORMOND BEACH AIRPORT, BEING IN GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 70, ALL OF LOTS 71,72 AND 73, AND AN UNNUMBERED LOT BETWEEN SAID LOTS 70 AND 71, AIRPORT BUSINESS PARK, PHASE l, AS RECORDED IN MAP BOOK 39, PAGES 136 AND 137 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 73, SAID AIRPORT BUSINESS PARK, PHASE l, AS THE POINT OF BEGINNING, RUN N. 01°07'29" W., ALONG THE EAST LINE OF SAID LOT 73, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST LINE. RUN N. 88°52'31" E ALONG THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 20.08 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N. 0l°07'29" W., A DISTANCE OF 235.21 FEET;THENCE N. 46°09'08" E., A DISTANCE OF 179.32 FEET; THENCE N. 17°25'24" E., A DISTANCE OF 31.42 FEET TO THE SOUTH RIGHT OF WAY LINE OF SUNSHINE BOULEVARD. A 100 FOOT RIGHT OF WAY AS SHOWN ON SAID PLAT OF AIRPORT BUSINESS PARK, .PHASE I; THENCE N. 72°34'36" W., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 138.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 18°32'52", A CHORD DISTANCE OF 306.19 FEET AND A CHORD BEARING OF N. 81°51'02" W; THENCE RUN WESTERLY ALONG THE ARC Of SAID CURVE, AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 307.53 FEET; THENCE S. 88°52'31" W., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 574.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S. 01°7'29" E., ALONG THE EAST LINE OF SAID LOT 70, A DISTANCE OF 262.66 FEET THENCE DEPARTING SAID EAST LINE, RUN S. 89°00'20" W., ALONG A LINE DESCRIBED IN OFFICIAL RECORDS BOOK 6661. PAGE 597, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 332.46 FEET TO THE WEST LINE OFSAID LOT 70; THENCE S.15°31'29" W., ALONG SAID WEST LINE, A DISTANCE OF 247.03 FEET; THENCE N. 89°00'20" E., ALONG THE SOUTH LINE OF SAID LOT 70 AND UNNUMBERED LOT BETWEEN SAID LOTS 70 AND 71, A DISTANCE OF 627.24 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE N. 88°52'31" E., ALONG THE SOUTH LINE OF LOTS 71, 72, 73 AND THE UNNUMBERED LOT BETWEEN SAID LOTS 70 AND 71, A DISTANCE OF 621.52 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH 24' CROSS ACCESS EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 29, INDUSTRIAL PARK, ORMOND BEACH AIRPORT, BEING IN GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 73, SAID AIRPORT BUSINESS PARK, PHASE l, AS RECORDED IN MAP BOOK 39, PAGES 136 AND 137 OF THE PUBLIC RECORDS OF VOUSIA COUNTY, FLORIDA, RUN N. 01°07'29" W., ALONG THE EAST LINE OF SAID LOT 73, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST LINE RUN N. 88°52'31" E ALONG THE. SOUTH LINE OF SAID LOT 29, A DISTANCE OF 20.08 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N. 01°07'29" W., A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING; THENCE S. 88°52'31" W., A DISTANCE OF 12.00 FEET; THENCE N. 01°07'29" W., A DISTANCE OF 137.46 FEET; THENCE N. 46°09'08" E., A DISTANCE OF 181.50 ; THSENCE N. 17°25'24" E., A DISTANCE OF 28.35 FEET TO THE SOUTH RIGHT OF WAY LINE OF SUNSHINE BOULEVARD, A 100 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF SAID AIRPORT BUSINESS PARK PHASE 1; THENCE S. 72°34'36" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE. RUN S. 17°25'24" W., A DISTANCE OF 34.50 FEET; THENCE S. 46°09'08" W., A DISTANCEOF 177.14 FEET; THENCE S. 01°7'29" E, A DISTANCE OF 126.96 FEET;THENCE S. 88°52'31" W. A DISTANCE: OF 12.00 FEET TO THE POINT OF BEGINNING.

3 5 8 1 5 0
BOOK PAGE

THIS WARRANTY DEED Made and executed the 24th day of MAY, A.D., 1982, by THE CITY OF ORMOND BEACH, a corporation existing under the laws of Florida, and having its principal place of business at 22 South Beach Street, Ormond Beach, Florida, hereinafter called the grantor, to CAPO, INC., a Florida corporation, whose postoffice address is 707 Commercial Avenue, Holly Hill, Florida, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Volusia County, Florida, viz:

Lot 29, Industrial Park, Ormond Beach Airport:

That portion of Government Lot 3, Section 18, Township 14 South, Range 32 East, Volusia County, Florida, more particularly described as follows: Commence at the Southeast corner of said Government Lot 3; thence South 88°52'31" West, along the South line of Government Lot 3, a distance of 48.55' to a point in the Westerly right-of-way of Airport Road, a 100' street as monumented and laid out; thence North 1°19'00" West along said Westerly right-of-way a distance of 5.60' to a concrete monument marking the point of curvature of a curve concave Southeasterly, having a radius of 766.78'; thence Northerly along the arc of said curve (and along said Westerly right-of-way), through a central angle of 1°04'33", for a distance of 14.40' to a point therein, said point being the point of beginning; thence continuing Northerly along said arc (and along said Westerly right-of-way), having a radius of 766.78', through a central angle of 14°18'19", for a distance of 191.45' to a point of reverse curvature of a curve concave Southwesterly, having a radius of 25.00'; thence Northerly and Westerly along the arc of said curve, through a central angle of 86°38'28", for a distance of 37.80' to a point of tangency, said point being in the Southerly right-of-way of Industrial Park Road, a 100' right-of-way; thence North 72°34'36" West along said

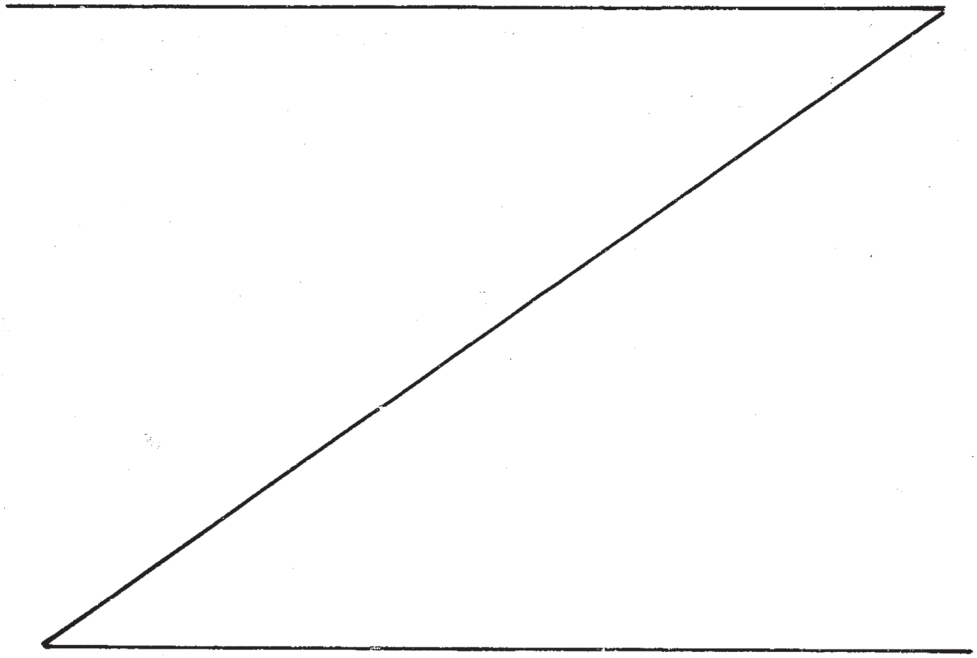
DS Paid 180.00 Date 5-25-82
County Volusia
Wy Smith
Signature of Clerk

MAY 25 3 59 PM '82

043008

Southerly right-of-way, a distance of 664.36' to a point of curvature of a curve concave Southerly, having a radius of 950.00'; thence along the arc of said curve (and along the Southerly right-of-way), through a central angle of 1°56'26", for a distance of 32.18' to a point; thence South 1°07'29" East, a distance of 440.37' to a point that is 20.00' Northerly at right angles from the South line of said Government Lot 3; thence North 88°52'31" East, parallel with the South line of said Government Lot 3, a distance of 650.00 to the POINT OF BEGINNING. Containing 5.01 acres.

SUBJECT to utility easements over and upon the South 20' thereof and the West 10' thereof.



SUBJECT TO THE FOLLOWING:

1. **All Current and future ordinances of the City of Ormond Beach, Florida, including but not limited to the Zoning Ordinance.**

2. **There shall be no substantial and material change in the type of manufacturing operation carried on by Grantee on the date of this Deed.**

3. **Grantee shall not sell, lease, assign or otherwise convey any interest in and to either of the aforedescribed real properties without prior written approval of Grantor, which approval shall not be unreasonably withheld.**

4. **In the event of any violation of the foregoing paragraphs, Grantee shall be liable for liquidated damages in the amount of Fifty ($50.00) Dollars per day and, additionally, said paragraphs are specifically enforceable by injunction. Grantee shall be liable for all court costs and attorneys' fees incurred by Grantor in the enforcement of any of the provisions of this Deed.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(CORPORATE SEAL)

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: John H. Leemkuil
City Auditor and Clerk

CITY OF ORMOND BEACH

Signed, sealed and delivered in the presence of:

Shirley Ann Peacock

Doris E. Dassler

BY: Charles E. Bailey
Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES E. BAILEY and JOHN H. LEEMKUIL, well known to me to be the Mayor-Commissioner and City Auditor and Clerk respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of May, 1982.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INS. UND.
MY COMMISSION EXPIRES SEPT. 21, 1985

This Instrument prepared by:

Fred S. Disselkoen, Jr., Esq.
Post Office Box 2633
Ormond Beach, FL 32074

013005

THIS INSTRUMENT PREPARED BY:
Christina Ribble
Buchalter, P.C.
15279 N. Scottsdale Road, Suite 400
Scottsdale, AZ 85254-2659

WHEN RECORDED RETURN TO:
Kevin Lytle
Buchalter, P.C.
15279 N. Scottsdale Road, Suite 400
Scottsdale, AZ 85254-2659
NCS 1251157
Parcel I.D. No. 421801000730

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00), and other valuable considerations, **GRIFFIN FUND 3 BIDCO, INC.**, a Delaware corporation, having a mailing address of c/o EW Healthcare Partners, Attention: Greg Hill, 21 Waterway Avenue, Suite 225, The Woodlands, Texas 77380 ("Grantor"), hereby conveys to **PINE25 ORMOND BEACH LLC**, a Delaware limited liability company, having a mailing address of 1140 N. Williamson Boulevard, Suite 140, Daytona Beach, Florida 32114 ("Grantee"), the following described real property situated in the City of Ormond Beach, Volusia County, Florida, together with all rights and privileges appurtenant thereto:

See legal description set forth in Exhibit A attached and incorporated by this reference (the "Property");

together with all improvements, buildings, structures and fixtures located thereon; all easements, if any, benefiting the Property; all rights, benefits, privileges and appurtenances pertaining to the Property, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; the strips, gaps or gores, if any, between the Property and abutting property; all water, water rights, oil, gas or other mineral interests in, on, under or above the Property; and all rights and interests to receive any condemnation awards from any condemnation proceeding pertaining to the Property, sewer rights, water courses, wells, ditches and flumes located on or appurtenant to the Property.

SUBJECT TO the liens of taxes and assessments not yet due and payable, easements and restrictions of public record, easements visible upon the Property (collectively, the "Permitted Exceptions").

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor warrants the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, and no other, except (i) claims arising under or by virtue of the Permitted Exceptions, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

Dated this 25 day of March, 2025.

[*Signature Page Follows*]

GRANTOR:

GRIFFIN FUND 3 BIDCO, INC.,
a Delaware corporation

By: _____
Name: Brooks Andrews
Title: Authorized Signatory

Witness Name: _____ Jacqueline Price
Address: 1579 Monroe Dr NE
Atlanta, GA 30324

Witness Name: _____ Kristen Robertson
Address: 1579 Monroe Drive
Atlanta, GA. 30324

STATE OF GA)
) ss.
County of Fulton)

The foregoing instrument was acknowledged before me this 21st day of March, 2025, by Brooks Andrews, the Authorized Signatory of Griffin Fund 3 Bidco, Inc., a Delaware corporation. He/she is personally known to me or has produced Drivers License as identification.

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

_____ Notary Public

My commission expires:
5/19/28

PERSIA WALLS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 19, 2028

[Signature Page to Special Warranty Deed]

EXHIBIT A

Legal Description

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

PARCEL 1 (FEE):

A part of Lot 29, Industrial Park, Ormond Beach Airport, being in Government Lot 3, Section 18, Township 14 South, Range 32 East, Volusia County, Florida, and a part of Lot 70, all of Lots 71, 72 and 73, and an unnumbered lot between said Lots 70 and 71, Airport Business Park, Phase 1, as recorded in Map Book 39, Pages 136 and 137, of the Public Records of Volusia County, Florida, described as follows:

From the Southeast corner of Lot 73, said Airport Business Park, Phase 1, as the Point of Beginning, run N.01°07'29"W., along the East line of said Lot 73, a distance of 20.00 feet; thence departing said East line, run N.88°52'31"E along the South line of said Lot 29, a distance of 20.08 feet; thence departing said South line, run N.01°07'29"W., a distance of 235.21 feet; thence N.46°09'08"E., a distance of 179.32 feet; thence N.17°25'24"E., a distance of 31.42 feet to the South right of way line of Sunshine Boulevard, a 100 foot right of way as shown on said plat of Airport Business Park, Phase 1; thence N.72°34'36"W, along said South right of way line, a distance of 138.33 feet to the point of curvature of a curve to the left, having a radius of 950.00 feet, a central angle of 18°32'52", a chord distance of 306.19 feet and a chord bearing of N.81°51'02"W; thence run Westerly along the arc of said curve, and said South right of way line, a distance of 307.53 feet; thence S.88°52'31"W. along said South right of way line, a distance of 574.00 feet; thence departing said South right of way line, run S.01°07'29"E., along the East line of said Lot 70, a distance of 262.66 feet; thence departing said East line, run S.89°00'20"W., along a line described in Official Records Book 6661, Page 597, of the Public Records of Volusia County, Florida, a distance of 332.46 feet to the West line of said Lot 70; thence S.15°31'29"W., along said West line, a distance of 247 .03 feet; thence N.89°00'20"E., along the South line of said Lot 70 and the unnumbered lot between said Lots 70 and 71, a distance of 627.24 feet to the Southwest corner of said Government Lot 3; thence N.88°52'31"E., along the South line of Lots 71, 72, 73 and the unnumbered lot between said Lots 70 and 71, a distance of 621.52 feet to the Point of Beginning.

PARCEL 2 (EASEMENT):

Together with a 24 foot cross access easement, pursuant to the Reciprocal Easement Declaration with Covenants, Conditions and Restrictions, recorded in Official Records Book 7077, Page 4666, of the Public Records of Volusia County, Florida, more particularly described as follows:

A PART OF LOT 29, INDUSTRIAL PARK, ORMOND BEACH AIRPORT, BEING IN GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 73, AIRPORT BUSINESS PARK, PHASE 1, AS RECORDED IN MAP BOOK 39, PAGES 136 AND 137 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN N.01°07'29"W., ALONG THE EAST LINE OF SAID LOT 73, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN N.88°52'31°E ALONG THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 20.08 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N.01°07'29"W., A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING; THENCE S.88°52'31"W., A DISTANCE OF 12.00 FEET; THENCE N.01°07'29"W., A DISTANCE OF 137.46 FEET; THENCE N.46°09'08"E., A DISTANCE OF 181.50 FEET; THENCE N.17°25'24"E., A DISTANCE OF 28.35 FEET TO THE SOUTH RIGHT OF WAY LINE OF SUNSHINE BOULEVARD, A 100 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF SAID AIRPORT BUSINESS PARK, PHASE 1; THENCE S.72°34'36"E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S.17°25'24"W., A DISTANCE OF 34.50 FEET; THENCE S.46°09'08"W., A DISTANCE OF 177.14 FEET; THENCE S.01°07'29"E., A DISTANCE OF 126.96 FEET; THENCE S.88°52'31"W., A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

MAIL FUTURE TAX STATEMENT TO:

Germfree Laboratories, LLC
c/o EW Healthcare Partners
21 Waterway Avenue, Suite 225
The Woodlands, Texas 77380

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Sports Complex Stormwater Retention Expansion		
Summary:	At their August 20, 2024 meeting, the City Commission approved a work authorization to Upham, Inc. for surveying and Engineering design services related to the expansion of stormwater facilities at the Ormond Beach Sports Complex (OBSC). Many of the baseball and soccer fields at the OBSC have experienced issues following significant rainfall events and have flooded for extended periods of time due to inadequate drainage and a lack of water retention areas. As a result, play was suspended on these fields, and games were often canceled or postponed. Additionally, the OBSC utilizes surface water as a primary irrigation source, additional lake volume would allow for additional irrigation storage that can be utilized to irrigate the fields throughout the entire sports complex. This provides public notice of the City's intent to issue an invitation to bid for the Ormond Beach Sports Complex (OBSC) Stormwater Retention Expansion, Bid No. 2025-22. The bid plans and specifications attached propose expansion of smaller drainage areas, and further connection of these retention areas into one large pond. Utilities work including the realignment of a 4" sanitary sewer forcemain, an 9" reclaimed water main, and a 12" water main are included in these plans to allow or the proposed pond expansion. The final revised stormwater management system will provide improved drainage and increased irrigation capacity resulting in more efficient and reliable use of the fields at the Sports Complex.		
Financial Impact:	This project was included in the 2024 – 2025 Capital Improvement Plan. Funds are available in Fund 107 - Stormwater Fund.		

Citizen Impact:	Increasing the water retention area will increase the playability of the Kiwanis field by preventing cancelations due to flooding.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to bid the OBSC Stormwater Retention Expansion project, unless otherwise directed.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. Sports Complex Stormwater Retention Expansion 2. Ormond Beach Sports Complex Pond Expansion Drawings
Approval:	Kelly McGuire, Finance Director 4/4/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/7/2025 Joyce Shanahan, City Manager 4/10/2025

SPORTS COMPLEX STORMWATER RETENTION EXPANSION

Bid No. 2025-22

City of Ormond Beach

Project Manual

PREPARED BY:

UPHAM, INC.
265 Kenilworth Avenue
Ormond Beach, FL 32174

SPORTS COMPLEX STORMWATER RETENTION EXPANSION
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 **Sports Complex Stormwater Retention Expansion, Bid No. 2025-22** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **May 21, 2025 at 2:00 pm**, 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, but is not limited to:

Expansion of the existing 0.82 acre stormwater harvesting pond to approximately 7.10 acres to provide increased harvesting storage for irrigation of the sports fields. The improvements consist of erosion and sediment control, clearing and demolition, earthwork excavation and grading, stabilized parking and drives, various utilities adjustments, new utilities installation, grassing, and restoration.

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 **May 6, 2025, at 10:00 am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **May 13, 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:

Upham, Inc.
Roger W. Strcula, PE, CPESC
265 Kenilworth Avenue, Ormond Beach, FL 32174
Voice: 386.762.9515

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:
SPORTS COMPLEX STORMWATER RETENTION EXPANSION

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-22

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

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 30 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE
SPORTS COMPLEX STORMWATER RETENTION EXPANSION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
100.	General Conditions	1	LS	$_____	$_____
101.	Mobilization/Demobilization	1	LS	$_____	$_____
102.	Survey and Layout	1	LS	$_____	$_____
103.	Certified As-Built Drawings	1	LS	$_____	$_____
104.	Construction Entrance	1	LS	$_____	$_____
105.	Staked Sediment Fence	4,700	LF	$_____	$_____
106.	Erosion and Sediment Control	1	LS	$_____	$_____
107.	Turbidity Barrier	70	LF	$_____	$_____
108.	Clearing and Grubbing (Including Existing Ponds)	10.60	AC	$_____	$_____
109.	Excavation Earthwork and Grading	1	LS	$_____	$_____
110.	Recycled Asphalt Millings	925	SY	$_____	$_____
111.	Stabilized Grass Parking	1,505	SY	$_____	$_____
112.	Concrete Weir	260	SF	$_____	$_____
113.	6" Water Main Pipe	60	LF	$_____	$_____
114.	12" Water Main Pipe	1,170	LF	$_____	$_____

BID SCHEDULE (Continued)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
115.	4" Force Main Pipe	710	LF	$_____	$_____
116.	6" Irrigation Main Pipe	630	LF	$_____	$_____
117.	Air Release Valves	4	EA	$_____	$_____
118.	Bahia Sod	17,000	SY	$_____	$_____
119.	Fire Hydrant Assembly	1	EA	$_____	$_____
120.	Concrete Retaining Wall	1	LS	$_____	$_____
121.	Irrigation Intake Pipe Rework	1	LS	$_____	$_____
122.	Wood Posts With Railing	1,020	LF	$_____	$_____
123.	Wood Posts Without Railing	560	LF	$_____	$_____
124.	Control Structure Modification	1	LS	$_____	$_____

TOTAL BID $_____
(Figures)

_____
(Words)

Bid Alternate - Spoil Material Option

Item No.	Description	Estimated Quantity	Unit	Total Credit
001.	Credit to Haul All Spoil Material Off-Site & Keep	1	LS	

CREDIT TOTAL ($_____)
(Figures)

_____
(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 **150** calendar days after the date when the Contract Time commences to run and completed within **180** 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, expenses and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined, and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** Dollars (**$500.00**) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

   (a) Required Bid Security in the form of

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

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

   (b) Equipment, Material, and Subcontractors List

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

   (d) Drug Free Workplace Certificate

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

   (f) Local Vendor Preference

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

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

(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

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)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(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.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

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

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

1. Affiant is the _____ 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

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

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
   (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: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

END OF BID
00300-18

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 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 **Sports Complex Stormwater Retention Expansion (Bid No. 2025-22)** in, and for the City and,

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ 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:

Expansion of the existing 0.82 acre stormwater harvesting pond to approximately 7.10 acres to provide increased harvesting storage for irrigation of the sports fields. The improvements consist of erosion and sediment control, clearing and demolition, earthwork excavation and grading, stabilized parking and drives, various utilities adjustments, new utilities installation, grassing, and restoration.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SPORTS COMPLEX STORMWATER RETENTION EXPANSION
BID NUMBER 2025-22

Article 2. ENGINEER

The Project has been designed by Upham, Inc. of 265 Kenilworth Avenue, 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 **150** 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 **180** 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 **($ 500.00)** 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 of the 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 8, inclusive).

7.7 Specifications bearing the title:

SPORTS COMPLEX STORMWATER RETENTION EXPANSION

and consisting of 2 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of **16** sheets numbered **C000** through **C703** inclusive and bearing the following general title:

SPORTS COMPLEX STORMWATER RETENTION EXPANSION

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 18 , 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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

SPORTS COMPLEX STORMWATER RETENTION EXPANSION
Bid No. 2025-22

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
(number)
of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST: _____
Principal

_____ By _____ (s)
(Principal) Secretary

(SEAL)

_____ _____
(Witness to Principal) *(Address)*

_____ _____
(Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary (SEAL)

_____ _____
Witness to Surety *Attorney-In-Fact*

_____ _____
(Address) *(Address)*

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

_____
(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:

SPORTS COMPLEX STORMWATER RETENTION EXPANSION
Bid No. 2025-22

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
(number)
one of which shall be 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 – Upham, Inc. of 265 Kenilworth Avenue, 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 of 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, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be

ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the OWNER, such act, hindrance or delay may entitle the CONTRACTOR to an

extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct

and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis

of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER’s request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely 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:

Geotechnical Stormwater Evaluation Ormond Beach Sports Complex Pond Expansion by Universal Engineering Sciences, Inc. Report No. 2127220 dated February 6, 2025

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 form the amount due the CONTRACTOR for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

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:
SPORTS COMPLEX STORMWATER RETENTION EXPANSION
Bid Number 2025-22

Expansion of the existing 0.82 acre stormwater harvesting pond to approximately 7.10 acres to provide increased harvesting storage for irrigation of the sports fields. The improvements consist of erosion and sediment control, clearing and demolition, earthwork excavation and grading, stabilized parking and drives, various utilities adjustments, new utilities installation, grassing, and restoration.

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:

Geotechnical Stormwater Evaluation Geotechnical Stormwater Evaluation by Universal Engineering Sciences, Inc. Report No. 2127220 dated February 6, 2025

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:

Agency:	Contact phone number:
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 weekends, 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. 100 **General Conditions**

Payment for general conditions shall be made at the Contract lump sum price and shall include the CONTRACTOR's overhead costs related specifically to this Contract.

Bid Item No. 101 **Mobilization / Demobilization**

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 102 **Survey and Layout**

A. Payment for performing and providing construction survey layout by a professional licensed surveying firm will be made at the Contract lump sum price to provide horizontal and vertical staking of improvements for the clearing limits, earthwork, roadway, grading, stormwater and drainage structures, and utilities sufficiently for the CONTRACTOR to construct.

Bid Item No. 103 **Certified As-Built Drawings**

A. Payment for performing and providing an as-built survey by a professional licensed surveying firm will be made at the Contract lump sum price to provide horizontal and vertical locations and elevations of sitework and utilities completed necessary to determine adherence to the drawings or any additional items as directed by the ENGINEER. The as-built survey drawing shall be performed in Autodesk Civil 3D 2022 or later and submitted to the ENGINEER for approval as required by the CITY and specifications. Refer to Section 01700 for requirements of the as-built survey.

Bid Item No. 104 **Construction Entrance**

A. Payment for furnishing and the aggregate construction entrance will be made at the Contract lump sum price to construct an entrance in place and shall include all the

necessary labor, aggregate, maintenance of the entrance during construction and removal of the aggregate as indicated on the construction drawings.

Bid Item No. 105 **Staked Sediment Fence**

A. Payment for furnishing and installing sediment fence with stakes will be made at the Contract unit price per lineal foot for the fence in place and shall include all the necessary labor, stakes, material, installation, maintenance and repair during construction and removal of the fence as indicated on the construction drawings.

Bid Item No. 106 **Erosion And Sediment Control**

A. Payment for Erosion Control will be made at the Contract lump sum price for Erosion and Sediment Control measures to maintain devices during construction, record keeping and filling of the FDEP NPDES Generic Permit NOI and NOT.

Bid Item No. 107 **Turbidity Barrier**

A. Payment for furnishing and installing floating turbidity barrier will be made at the Contract unit price per linear feet and shall include all the necessary labor, material, installation, maintenance and repair during construction and removal of the barrier as indicated on the construction drawings.

Bid Item No. 108 **Clearing and Grubbing (Including Existing Ponds)**

A. Payment for clearing and grubbing will be made at the Contract price per acre and shall be full compensation for all labor, materials and equipment required to complete the work necessary to clear and grub the area for construction. Payment shall include full compensation for tree removal, tree and limb pruning and disposal of all trees, vegetation, structures, fences, pavement, storm inlets and pipes, utilities and debris within the limits of the work as shown on the drawings. The limits of clearing and grubbing shall be confined to the limits defined on the construction drawings.

Bid Item No. 109 **Excavation Earthwork and Grading**

A. Payment for earthwork excavation and grading shall be made at the Contract lump sum price and shall include compensation for all excavation, clearing, demucking if encountered, and grading required to construct parking area, pond area and side slopes, and removal and hauling disposal of excavated material as detailed in Plan sheet C402. The Contract price will include full compensation for furnishing all equipment, material, labor, tools and incidentals necessary to complete the excavation and haul removal and grading to the lines, grades and typical cross-sections shown on the construction drawings including any additional earthwork required to restore any eroded areas.

Bid Item No. 110 **Recycled Asphalt Millings**

A. Payment for constructing the recycled asphaltic pavement shall be made at the Contract unit price per square yard placed and accepted, based on a nominal thickness of a 2", as noted on the Drawings, and shall be full compensation for all labor, material and

equipment required to do the work, including 8" base course and 6" stabilized subgrade. Payment includes cleaning, tack coat, and prime coat where required.

Bid Item No. 111 Stabilized Grass Parking

A. Payment for constructing the stabilized grass parking shall be made at the Contract unit price per square yard placed and accepted, as noted on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. No extra payment will be allowed for soil greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative.

Bid Item No. 112 Concrete Weir

A. Payment for constructing the concrete weir shall be made at the Contract unit price per square foot, and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials required, excavation, form work, concrete and furnishing all equipment, labor and other incidentals as may be necessary to construct and finish the weir as specified.

Bid Item No. 113 through No. 116 (as applicable)

A. Payment for installation of relocated utility mains will be made at the Contract unit price per linear feet installed and shall be full compensation for furnishing all labor, materials and equipment that is necessary to completely remove the existing mains and construct the new mains in accordance with the drawings. Pay item includes compensation for temporary connections, by-pass if needed, backfill and compaction, all fittings and connections, pressure testing, chlorination, bacteriological sampling and testing, and disposal of the old piping.

Bid Item No. 117 Air Release Valves

A. Payment for Air Release Valves shall be at the Contract unit price per each and shall be full compensation for all labor, material and equipment necessary for construction of the air release valves and fittings.

Bid Item No. 118 Bahia Sod

A. Payment for sodding shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment necessary for placement of the sod. Payment includes full compensation for fine grading and preparing the surface to be sodded, fertilizing, placing the sod, watering, and maintaining the sodded areas shown on the construction drawings and as specified. Payment also includes placing sod where work has disturbed or damaged areas needed repair as indicated on the construction drawings.

Bid Item No. 119 Fire Hydrant Assembly

A. Payment for the Fire Hydrant Assembly shall be made at the Contract unit price for each fire hydrant assembly completed in place. Payment includes compensation for furnishing all labor, materials, and equipment necessary to install the assembly.

Bid Item No. 120 Concrete Retaining Wall

A. Payment will be made at the Contract lump sum price for the replacement of the concrete retaining wall. Such price and payment shall be full compensation for furnishing all labor, materials, and equipment necessary to replace the concrete retaining wall including but not limited to excavation including rock, sedimentation and erosion control, clearing, concrete, rebar, dewatering, shoring, forms, and clean up.

Bid Item No. 121 Irrigation Intake Pipe Rework

A. Payment for reworking the irrigation intake pipe shall be made at the Contract lump sum price. Payment includes compensation for all labor and materials to adjust intake piping per guidance and direction from the OWNER.

Bid Item No. 122 Wood Posts With Railing

A. Payment for installing railing and posts will be made at the Contract unit price per lineal foot and shall include all labor, material and equipment necessary to complete the work. Payment includes full compensation for pressure treated beams, posts, end assemblies, anchors and hardware necessary to perform the work as shown on the construction drawings.

Bid Item No. 123 Wood Posts Without Railing

A. Payment for installing posts will be made at the Contract unit price per lineal foot and shall include all labor, material and equipment necessary to complete the work. Payment includes full compensation for pressure treated beams, posts, end assemblies, anchors and hardware necessary to perform the work as shown on the construction drawings.

Bid Item No. 124 Control Structure Modification

A. Payment for control structure modification shall be made at the Contract lump sum price and shall be full compensation for furnishing all plant, labor, materials and equipment necessary to modify the existing control structure as shown in the drawings.

Bid Alternate 001- Spoil Material Option

A. Lump Sum Credit for the Contractor to keep all excavated spoil material. Includes cost for transporting spoil material from the pond expansion site to Contractor's off-site location.

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

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

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

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 St. Johns River Water Management District, Florida Department of Environmental Protection and United States Army Corps of Engineers 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

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-along 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 3. 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:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.

2. The survey drawings shall be prepared in AutoCAD 2022 or later format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of signed and embossed prints, Adobe file digitally signed and AutoCAD file of the as-built drawings.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars ($1,000,000.00). The survey shall be certified to the OWNER.

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 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 UES Professional Solutions, LLC, hereafter referred to as the Soils Engineer. The soils investigation report has been included as an appendix to these documents.

This report was obtained for the ENGINEER's use in design and is 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 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 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

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 manufacturers' 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

Pipe Size	Trench Type	Pressure Class
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.

Test	Duration
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 coasted 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 cost 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.

3.06 DISINFECTION

Disinfect pipelines to be used for potable water in accordance with requirements of Section 01650, Disinfection.

END OF SECTION

SECTION 02623
PLASTIC PIPE AND FITTINGS
FOR PRESSURE SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes materials and methods of installation of Plastic Pipe for pressure service.

1.02 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.03 HANDLING AND STORAGE

All pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.

Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory.

PVC pipe having a nominal diameter less than 2-inches shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to the applicable requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent cemented joints. Cemented joints and fittings shall comply with ASTM D2466 and D2855.

PVC pressure rated pipe having a nominal diameter 2-inches or greater, but less than 4-inches, shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio SDR 21 and a water pressure rating of 200 psi. Pipe couplings shall have a SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139 Nontoxic gasket lubricant shall be as specified by the manufacturer.

Pressure Pipe 4-inches through 12-inches in diameter shall be PVC 1120 pressure pipe made from class 12454 material as defined by ASTM D1784 with outside diameters of ductile iron pipe. Pipe shall be pressure class 150 unless otherwise shown. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

Pressure pipe 14-inches through 36-inches in diameter shall conform to the requirements of AWWA C 905 for PVC 1120 pipe with cast iron pipe equivalent outside diameter. Pipe 16-inch through 24-inch shall have minimum wall thickness equivalent to a dimension ration (DR) of 18 unless otherwise shown. Pipe 30-inch through 36-inch shall have a minimum wall thickness equal to a dimension ration (DR) of 21 unless otherwise shown. Pipe may be furnished with plain ends for use with elastometric gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM 1869. Non-toxic gasket lubricant shall be as specified by the pipe manufacturer.

PVC pipe color shall be blue for potable water main, white for sewer force main, and purple for reuse main.

2.02 FITTINGS

Fittings for use with PVC pipe 3-inches through 24-inches in diameter shall be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Fittings for use with pipe 30-inch and larger shall be gray iron or ductile-iron conforming to the requirements of ANSI/AWWA C111/A21.11a. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of 150 psi. Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.
Exterior Coating. Fittings for buried service and fittings for installation in exposed locations which are not to be painted shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.

Lining.

Cement-Mortar Lining. When fittings are required to have a cement-mortar lining, the lining shall conform to the requirements of ANSI A21.4/AWWA C104.

Ductile-iron fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

Ceramic Epoxy Lining. Fittings shall be provided with a special lining to resist septic sewage or aggressive chemical wastes. The material shall be an amine cured novolac epoxy containing at least 20% by volume of ceramic quartz pigment

Application of the lining shall be done under the supervision of the pipe manufacturer.

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance that can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be re-blasted.

After surface preparation and within 12 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness. No lining shall take place when the substrate or ambient temperature is below 40°F. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

Lining shall be Protecto 401 Ceramic Epoxy or equivalent.

Coal Tar Epoxy Lining. The coal tar epoxy lining shall be composed of a two-component coal tar epoxy compound capable of at least 40 mils dry film build in a one-coat multipass application process. The material must also meet the following minimum performance requirements:

A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.

A dielectric strength of at least 300 volts per mil when fully cured.

An abrasion resistance of 25 liters per mil as measured in ASTM D-968.

Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

3% Sulfuric Acid 120 degrees F.	1500 Hrs.
25% Sodium Hydroxide 70 degrees F.	500 Hrs.
Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.

Application of the lining shall be done under the supervision of the pipe manufacturer.

All surface areas which will be exposed to liquids and gasses shall be cleaned and deleterious materials removed. After cleaning the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coated to achieve a 45 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After cleaning, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one coat of the lining material brushed on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

2.03 POLYETHYLENE ENCASEMENT

Materials and methods of installation for polyethylene encasement for fittings, valves and appurtenances shall conform to the requirements of ANSI/AWWA CX105.

2.04 LOCATOR TAPE

Locator tape for use with plastic pipes shall be a two-inch wide tape consisting of polyethylene film with a metallic film to allow detection by electronic means. The tape shall be non-corrodible and shall be continuously marked to identify the use of the pipeline which it protects.

The tape shall be installed directly above the pipe at a depth of twelve inches below finished grade.

2.05 LOCATOR WIRE

Locator wire shall be solid copper tracing wire 12 THHN and shall be installed directly below the pipe. Wire shall be brought to the surface at 500 foot minimum intervals and located in a valve box, cleanout, or other approved structure. Refer to drawing details for additional requirements.

2.06 THRUST RESTRAINT

Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping larger than 1-inch.

2.07 RESTRAINED JOINTS

Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.

PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality of individually activated gripping surfaces to hold the spigot and maximize restraint capability.

Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

PART 3 - EXECUTION

3.01 EXAMINATION

All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

Alignment and Grade. The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings, valves and hydrants at the required locations unless otherwise approved by the ENGINEER. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.

Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the ENGINEER will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearance as required by the ENGINEER to prevent future damage or contamination of either structure.

Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

PVC pipe shall be installed with pipe bedding and a compacted envelope as shown on the drawings. Material used as bedding and in the pipe envelope (pipe embedment zone) shall be Class I, Class II or Class III material as identified in ASTM D-2321. Bedding material shall consist of 4-inches minimum of non-cohesive granular material placed uniformly under the pipe. Bedding material shall be lightly compacted.
Material within the haunching area shall be compacted to 90% density according to AASHTO T-99. Excessive compaction shall be avoided if any distortion of the pipe wall is observed. Material above the haunching area may be native material if free of particles larger than 1-1/2-inches. At least 6-inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the ENGINEER could cause a fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the ENGINEER and replaced under the directions of the ENGINEER with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the ENGINEER it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the ENGINEER.

3.03 PIPE INSTALLATION

Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe. The sealing surface of the pipe, the inside of the bell and the gasket shall be cleaned immediately before assembly.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the ENGINEER. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the manufacturer.

Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.

Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

Locator Tape. Install all plastic pipe with a locator tape of the type specified.

Locator Wire. Install in accordance with drawing detail. Prior to acceptance, test to ensure continuous current exists.

Polyethylene Encasement. Provide polyethylene encasement for fittings. It shall be installed in accordance with ANSI/AWWA C105.

Thrust Restraint. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 2,500 psi after 28 days.
Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force so that the pipe and fitting joints will be accessible for repair.

3.04 TESTING

After completion of installation, perform testing in accordance with requirements of Section 02661 - Pressure Testing of Piping.

3.05 DISINFECTION

Disinfect potable water lines in accordance with the requirements of FDEP Rule 62-555.405 FAC and AWWA Standards.

END OF SECTION

SECTION 02661
PRESSURE TESTING OF PIPING

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 02740A
BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The CONTRACTOR shall be prepared to bypass pump sewage as part of his operations. The CONTRACTOR shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the ENGINEER. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The CONTRACTOR shall submit a written plan describing his means and methods for flow control and bypass pumping to the ENGINEER for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the ENGINEER, the CONTRACTOR shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The CONTRACTOR will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

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.

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 on pond slopes shall be minimum 4 ft wide rolled with mesh fabric backing.

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 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 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.

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, 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.

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. 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. 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. 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 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 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 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 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

Schedule Number	Common Name of Seed	Rate Lbs. Acre	Planting Dates
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 which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass.

2.02 SOD

A. Sod shall be Argentine Bahia 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. Sod on pond slopes shall be minimum 4 ft wide rolled with mesh fabric backing.

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 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.

2.04 FERTILIZER

A. The fertilizer shall be a commercial granular type with a chemical designation of 12-8-8

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, 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.

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'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.

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

APPENDIX A
GEOTECHNICAL EVALUATION REPORT

February 6, 2025

Mr. Lane Carter
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Reference: **GEOTECHNICAL STORMWATER EVALUATION**
Ormond Beach Sport Complex Pond Expansion
Ormond Beach, Volusia County, Florida
UES Project No. 0430.2500008.0000 and UES Report No. 2127220

Dear Mr. Carter,

UES Professional Solutions, LLC has completed the Geotechnical Stormwater Evaluation for the project located in Ormond Beach, Florida. We understand the subsurface conditions at the requested locations need to be evaluated for groundwater and subsurface evaluation purposes. We were provided with project information by you. We understand the existing wet detention pond will be expanded to encompass the entire parking lot.

FIELD EXPLORATION

As requested, we performed two (2) Standard Penetration Test (SPT) borings, P-1 and P-2, advanced to depths of 20.0 feet below existing grade. The SPT borings were performed in accordance with the procedures of ASTM D-1586. The soil samples recovered from the soil test borings were returned to our laboratory and a UES Engineer visually examined and reviewed the field descriptions. The samples were visually classified in accordance with the Unified Soil Classification System (USCS).

FINDINGS

SUBSURFACE CONDITIONS

The results of our borings, P-1 and P-2, generally indicated approximately 6 inches of topsoil underlain by intermittent layers of fine sand with trace silt (SP), fine sand with silt (SP-SM) and clayey fine sand (SC) to the boring termination depth of approximately 20.0 feet below existing grade.

Groundwater was encountered at depths of approximately 2.7 and 2.8 feet below existing grade at boring locations P-1 and P-2, respectively. Based on available published literature, existing site features, and the results of the borings we estimate the normal seasonal high groundwater level to be approximately one foot above the measured levels. It should be noted the estimated seasonal high-water level does not provide any assurance that the groundwater level will not exceed the estimated level during any given year in the future. Should impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities exceed the normally anticipated rainfall quantities, groundwater levels might once again exceed our seasonal high estimate.

STORMWATER DESIGNS RECOMMENDATIONS

GENERAL

For a dry bottom retention facility, performance will be significantly influenced by the soil permeability and the vertical separation between the bottom and the seasonal high groundwater level. A wet retention facility should be excavated to a depth necessary to obtain a sufficient water depth to limit growth of aquatic vegetation.

If requested, UES can assist in evaluating the facility design exfiltration rates, underdrains and/or groundwater baseflow as pond geometry and stormwater volume requirements become available.

BORROW SUITABILITY

The SPT borings, P-1 and P-2, were performed, in part, to provide an indication of the suitability of soils for use as structural fill soil. Based on the boring results and classification of the soil samples, the fine sand with trace silt (SP) and fine sand with silt (SP-SM) as encountered at the boring locations are suitable for use as structural fill soil. Because the fine sand with silt (SP-SM) significantly retains moisture, strict moisture control may be required during placement and compaction operations to avoid moisture related instability. The clayey fine sand (SC), as encountered, is generally not considered suitable for use as fill due to their fines content making it difficult to place and compact. The clayey fine sand (SC) can be used for road base stabilization material (LBR 40); however, this is not recommended in areas where the road base elevation is in close proximity to the groundwater table.

It should be anticipated the soils in the proposed borrow pit area that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require stockpiling or spreading to bring the moisture content within 2 percent of the soil's optimum moisture content corresponding to the required degree of compaction.

PERMABILITY

Six (6) Laboratory Falling-head Saturated Vertical Permeability Tests were performed on relatively undisturbed soil sample. The sample was obtained using thin-walled tube sampling techniques (Shelby Tube). The results of the test, in feet per day, describe the coefficient of hydraulic conductivity (Permeability) of the soil and are presented on the attached Subsurface Profiles. The measured permeability rate should not be construed to represent the actual pond exfiltration rates.

Upon evaluation of regional and local geology, we have evaluated that the characteristics of the soils within the vicinity of this project are comprised of sedimentary soils which often exhibit thin, alternating layers. Generally, in relatively homogeneous natural deposits where stratification may result from particle orientation, the Permeability in the Horizontal direction can be somewhat greater than that in the Vertical direction. Based on our experience, the estimated coefficient of Horizontal Permeability typically is on the order of 1.5 and 2.0 times greater than the Vertical Permeability for SP-SM and SP soil types, respectively. The clayey fine sand (SC) as encountered should be considered a confining layer. Partial removal of this soil may be necessary for pond recovery purposes.

CLOSURE

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UES Professional Solutions, LLC
Certificate of Authorization No. 549

Michael A. Navarra
Project Manager

CODY D. WILSON LICENSE NO. 96709 STATE OF FLORIDA PROFESSIONAL ENGINEER

Cody D. Wilson, P.E. 2/6/2025
Geotechnical Department Manager
Florida Registration No. 96709

Attachments

MAN/CDW/cme

APPENDIX A

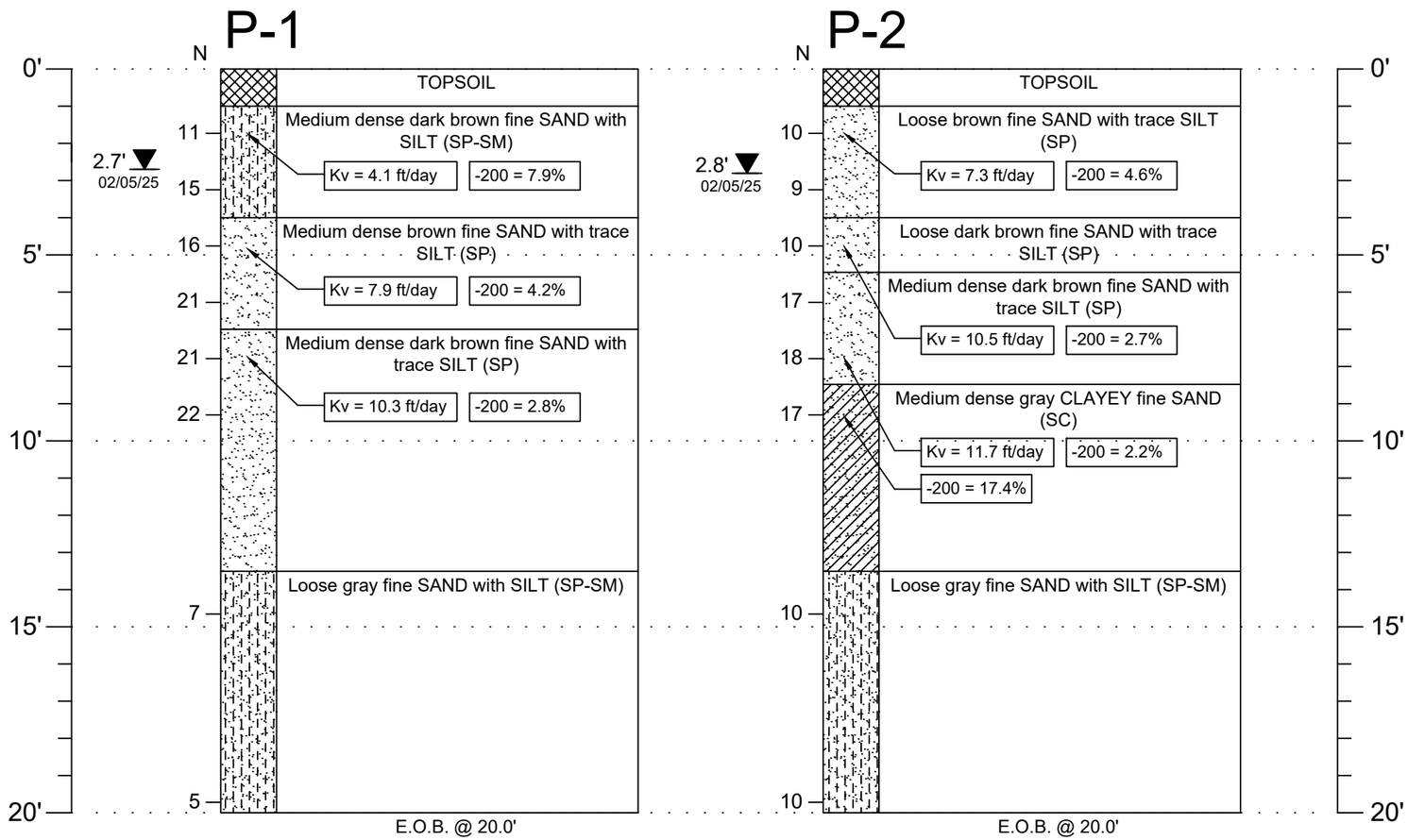


LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

GRAPHIC SCALE
0 50 100
(IN FEET)
1 INCH ≈ 100 ft.

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 100'
PROJECT: GEOTECHNICAL EVALUATION ORMOND BEACH SPORTS COMPLEX - POND EXPANSION ORMOND BEACH, FLORIDA			PAGE/FIG. NO.: A-1
DRAWN BY: MKL	DATE: 02/03/25	PROJECT NO.: 0430.2500008.0000	
CHECKED BY: BP	DATE: 02/03/25	REPORT NO.: 2127220	



Fine SAND (SP)

Fine SAND with SILT (SP-SM)

CLAYEY fine SAND (SC)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SPORTS COMPLEX - POND EXPANSION
ORMOND BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY:	MKL	DATE:	02/05/25	PROJECT NO.:	0430.2500008.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY:	BP	DATE:	02/05/25	REPORT NO.:	2127220		

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX B

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



INDEX OF SHEETS

SHEET #	DESCRIPTION	REVISIONS
C000	COVER SHEET	
C100	SITE DEVELOPMENT INFORMATION	
C200	EXISTING SITE CONDITIONS & CLEARING PLAN	
C300	EROSION & SEDIMENT CONTROL PLAN	
C301	EROSION CONTROL DETAILS & NOTES	
C302	STORMWATER POLLUTION PREVENTION PLAN	
C400	SITE GRADING & LAYOUT PLAN (1 OF 2)	
C401	SITE GRADING & LAYOUT PLAN (2 OF 2)	
C402	SPOIL SITE LOCATION PLAN	
C500	SECTIONS, DETAILS & NOTES	
C600	SITE UTILITY PLAN (1 OF 2)	
C601	SITE UTILITY PLAN (2 OF 2)	
C700	MISCELLANEOUS UTILITY DETAILS AND NOTES	
C701	CITY STANDARD DETAILS (1 OF 3)	
C702	CITY STANDARD DETAILS (2 OF 3)	
C703	CITY STANDARD DETAILS (3 OF 3)	

CONSTRUCTION DRAWINGS FOR

ORMOND BEACH SPORTS COMPLEX POND EXPANSION

700 HULL ROAD
ORMOND BEACH, FLORIDA 32174
SECTION 12, TOWNSHIP 14 SOUTH, RANGE 31 EAST &
SECTION 7, TOWNSHIP 14 SOUTH, RANGE 32 EAST

PROJECT BID NO. 2025-22

OUT TO BID APRIL 20, 2025

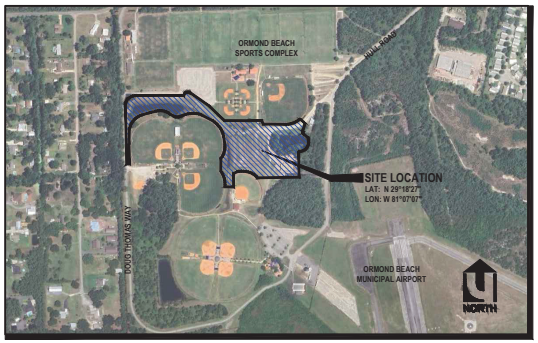
PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF, BUT NOT LIMITED TO, EXPANSION OF THE EXISTING 0.82 ACRE STORMWATER HARVESTING POND TO APPROXIMATELY 7.10 ACRES TO PROVIDE INCREASED HARVESTING STORAGE FOR IRRIGATION OF THE SPORTS FIELDS. THE IMPROVEMENTS CONSIST OF EROSION AND SEDIMENT CONTROL, CLEARING AND DEMOLITION, EARTHWORK EXCAVATION AND GRADING, STABILIZED PARKING AND DRIVES, VARIOUS UTILITIES ADJUSTMENTS, NEW UTILITIES INSTALLATION, GRASSING, AND RESTORATION.



FLOOD ZONE MAP:

PANEL No. 12127C0211K



AERIAL PHOTO & LOCATION MAP

500 250 0 500
GRAPHIC SCALE: 1" = 500'

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

THE CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

CITY OFFICIALS:

MAYOR JASON LESLIE	CITY MANAGER JOYCE SHANAHAN
CITY COMMISSIONER, ZONE 1: LORI TOLLAND	CITY COMMISSIONER, ZONE 2: TRAVIS SARGENT
CITY COMMISSIONER, ZONE 3: KRISTIN DEATON	CITY COMMISSIONER, ZONE 4: HAROLD BRILEY

DEVELOPMENT CONTACTS:

OWNER: CITY OF ORMOND BEACH 22 SOUTH BEACH STREET ORMOND BEACH, FL 32174 LANE CARTER, PROJECT MANAGER PHONE: 386.676.3300	ENGINEER / SURVEYOR: UPHAM, INC. 265 KENILWORTH AVENUE ORMOND BEACH, FL 32174 ROGER W. STRCULA, PE, CPESC PHONE: 386.672.9515

UTILITY SERVICE PROVIDERS:

WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT	(386) 676-3230
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT	(386) 676-3230
LEISURE SERVICES / PARKS AND RECREATION	(386) 676-3250
ELECTRIC - FLORIDA POWER & LIGHT	(386) 586-6406
TELEPHONE / CABLE - AT&T	(386) 281-6961
TELEPHONE / CABLE - SPECTRUM / CHARTER	(407) 215-5184

MANDATORY PRECONSTRUCTION MEETING NOTICE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRECONSTRUCTION MEETING IS HELD WITH THE CITY AND ENGINEER.

JURISDICTIONAL AGENCIES — PERMIT No.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (NPDES NOI) -

REVISIONS

DATE	DESCRIPTION

ROGER W. STRCULA CERTIFICATE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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COVER SHEET

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	N/A

SHEET NUMBER:
C000

LEGEND:

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

CM... 4"x4" CONCRETE MONUMENT (AS NOTED)
IRC... IRON ROD & CAP (AS NOTED)
IR... IRON ROD (NO ID)
N&D... NAIL & DISK (AS NOTED)
N&W... NAIL & WASHER (AS NOTED)
IPC... IRON PIPE & CAP (AS NOTED)
IP... IRON PIPE (NO ID)
MP... METAL PIPE (AS NOTED)
PKD... PARKER-KALON MAGNETIC NAIL & DISK (AS NOTED)
SPKE.. RAILROAD SPIKE (NO ID)
NAIL.. NAIL IN PAVEMENT (NO ID)
X-CUT.. SURVEYOR'S X-CUT
EXISTING ADA / HANDICAP SYMBOL
EXISTING BICYCLE LANE SYMBOL
EXISTING THRU LANE ARROW
EXISTING TURN LANE ARROW
EXISTING A/C UNIT
EXISTING ANTENNA
EXISTING BOLLARD
EXISTING OBSERVATION WELL
EXISTING PUMP
EXISTING SIGN
EXISTING TRAFFIC SIGNAL BOX
EXISTING TRAFFIC SIGNAL POLE
EXISTING CONCRETE LIGHT POLE
EXISTING FIBERGLASS LIGHT POLE
EXISTING METAL LIGHT POLE
EXISTING WOOD LIGHT POLE
EXISTING MITER-END SECTION
EXISTING STORMWATER MANHOLE
EXISTING STORM INLET / CATCH BASIN
EXISTING YARD DRAIN
EXISTING ELECTRIC BOX
EXISTING ELECTRIC LINE MARKER
EXISTING ELECTRIC PANEL
EXISTING ELECTRIC PEDESTAL
EXISTING ELECTRIC METER
EXISTING GUY ANCHOR
EXISTING CONCRETE POWER POLE
EXISTING METAL POWER POLE
EXISTING WOOD POWER POLE

EXISTING TRANSFORMER PAD
EXISTING GAS LINE MARKER
EXISTING GAS METER
EXISTING GAS VALVE
EXISTING REUSE BACKFLOW PREVENTER
EXISTING REUSE SERVICE STUB
EXISTING REUSE WATER METER
EXISTING REUSE WATER VALVE
EXISTING GREASE TRAP MANHOLE
EXISTING LIFT STATION
EXISTING SANITARY CLEANOUT
EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER VALVE
EXISTING FIBER OPTIC CABLE MARKER
EXISTING FIBER OPTIC PEDESTAL
EXISTING TELECOM BOX
EXISTING TELECOM MARKER
EXISTING TELECOM PEDESTAL
EXISTING CABLE TV PEDESTAL
BACTERIOLOGICAL SAMPLE POINT
EXISTING END-CAP
EXISTING 11° BEND
EXISTING 22° BEND
EXISTING 45° BEND
EXISTING 90° BEND
EXISTING TEE
EXISTING CROSS
EXISTING HOSE BIB
EXISTING BLOW-OFF VALVE
EXISTING BACKFLOW PREVENTER
EXISTING DBL. DETECTOR CHECK VALVE
EXISTING EXISTING FDC
EXISTING FIRE HYDRANT
EXISTING POST INDICATOR VALVE
EXISTING REDUCER
EXISTING WATER METER
EXISTING WATER SERVICE STUB
EXISTING WATER VALVE
EXISTING WELL

EXISTING AIR RELEASE VALVE
EXISTING UNKNOWN MANHOLE
EXISTING UTILITY VAULT (AS NOTED)
EXISTING UNKNOWN UTILITY PEDESTAL
BENCHMARK (AS NOTED)
WETLAND FLAG (AS NOTED)
BORING ID NUMBER
BORING ELEVATION
EXISTING SOFT ELEVATION
EXISTING HARD ELEVATION
EXISTING MAJOR CONTOUR LINE
EXISTING MINOR CONTOUR LINE
EXISTING EDGE OF WATER
EXISTING BARB WIRE FENCE
EXISTING CHAIN LINK FENCE
EXISTING GUARDRAIL
EXISTING VINYL FENCE
EXISTING WOOD FENCE
EXISTING STORM PIPE
EXISTING TOE OF SLOPE
EXISTING TOP OF BANK
EXISTING OVERHEAD WIRE
EXISTING UNDERGROUND POWER
EXISTING GAS LINE
EXISTING IRRIGATION MAIN
EXISTING FORCE MAIN
EXISTING SEWER LINE
EXISTING TELECOM LINE
EXISTING FIBER OPTIC CABLE
EXISTING WATER LINE
RIGHT-OF-WAY LINE
EXISTING UNKNOWN UTILITY LINE
EXISTING OVERHEAD TRAFFIC CABLE
APPROXIMATE EXISTING TREE CANOPY
PROJECT BOUNDARY
PROPOSED CONSTRUCTION LIMITS
PROPOSED SWALE
PROPOSED EMPTY CONDUIT / SLEEVE
PROJECT SITE CONTROL LINE

ABBREVIATIONS:

A/C	AIR CONDITIONING	FIRM	FLOOD INSURANCE RATE MAP	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
AC	ACRES	FH	FIRE HYDRANT	ORB	OFFICIAL RECORD BOOK
AHJ	AUTHORITY HAVING JURISDICTION	FL	FLORIDA	(P)	REFERS TO PLAT OF RECORD
ALTA	AMERICAN LAND TITLE ASSOCIATION	FM	FORCE MAIN	PC	POINT OF CURVE
		FOC	FIBER-OPTIC CABLE	PCC	POINT OF COMPOUND CURVE
ADA	AMERICAN DISABILITY ACT	FPD	FEET PER DAY	PCP	PERMANENT CONTROL POINT
AWWA	AMERICAN WATER WORKS ASSOCIATION	FP&L	FLORIDA POWER & LIGHT	PE	PROFESSIONAL ENGINEER
		FWS	FLUSH WITH SIDEWALK	PG(S)	PAGE(S)
BLDG	BUILDING	GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM	POC	POINT ON CURVE
BTM	BOTTOM			PRC	POINT OF REVERSE CURVE
(C)	CALCULATED	GW	GROUND WATER	PRM	PERMANENT REFERENCE MONUMENT
CA	CENTRAL ANGLE	HDPE	HIGH DENSITY POLYETHYLENE PIPE		
CH	CHORD LENGTH			PSI	POUNDS PER SQUARE INCH
CHB	CHORD BEARING	ID	IDENTIFICATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
CMP	CORRUGATED METAL PIPE	INV	INVERT ELEVATION		
CPP	CORRUGATED PLASTIC PIPE	K_H	HORIZONTAL PERMEABILITY	PT	POINT OF TANGENCY
CONC	CONCRETE	K_V	VERTICAL PERMEABILITY	PVC	POLYVINYL CHLORIDE
CR	COUNTY ROAD	KO	KNOCK OUT	R	RADIUS
(D)	DESCRIPTION OR DEED	L	LENGTH	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	LB	LICENSED BUSINESS	RLA	REGISTERED LANDSCAPE ARCHITECT
FD	FOUND	LC	LICENSED CORPORATION		
EF	EFFECTIVE	LF	LINEAL FEET	R/W	RIGHT-OF-WAY
EL	ELEVATION	LLC	LIMITED LIABILITY COMPANY	SF	SQUARE FEET
EOP	EDGE OF PAVEMENT	LS	LICENSED SURVEYOR	SHW	SEASONAL HIGH WATER
EOR	ENGINEER OR RECORD	(M)	FIELD MEASURED	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	MB	MAP BOOK		
		MES	MITERED-END SECTION		
ESMT	EASEMENT	MJ	MECHANICAL JOINT	SR	STATE ROAD
FAC	FLORIDA ADMINISTRATIVE CODE	MPH	MILES PER HOUR	STY	STORY
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	N/A	NOT APPLICABLE	SP	STATE PLANE
		NIC	NOT IN CONTRACT	SWFWMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	NAD83	NORTH AMERICAN DATUM OF 1983	TELECOM	TELECOMMUNICATIONS
				TYP	TYPICAL
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	US	UNITED STATES
				USACOE	UNITED STATES ARMY CORP OF ENGINEERS
FFE	FINISH FLOOR ELEVATION	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	No:	NUMBER	VCP	VITRIFIED CLAY PIPE

GENERAL CONSTRUCTION NOTES:

1. GOVERNING SPECIFICATIONS: CITY OF ORMOND BEACH DEVELOPMENT CODE, LATEST EDITION, FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN AND CONSTRUCTION STANDARDS, LATEST EDITION, AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, LATEST EDITION, AND SUPPLEMENTS THERETO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.
2. ALL UTILITY WORK SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH STANDARD DETAILS.
3. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETINGS BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
5. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
6. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
7. MEASURES SHALL BE IMPLEMENTED AT THE CONTRACTOR'S DISCRETION TO VISIBLY BARRICADE THE WORK AREA AND PROVIDE SAFE MEANS OF INGRESS AND EGRESS AROUND THE CONSTRUCTION SITE.
8. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION, ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED IMMEDIATELY AT THE COMPLETION OF CONSTRUCTION ACTIVITIES AND BE INSPECTED BY THE ENGINEER FOR ITS APPROVAL.
9. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
10. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE AHJ OR ENGINEER AT THE CONTRACTORS EXPENSE.
11. THERE SHALL BE NO DEVIATIONS FROM THESE DRAWINGS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
12. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
13. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
14. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-1-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL. NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER, TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES BASED ON NAVD 1988 DATUM.
19. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180). THE CONTRACTOR SHALL ADHERE TO THE RECOMMENDATIONS WITHIN THE GEOTECHNICAL REPORT FOR THE SITE AND BUILDING PREPARATIONS.
20. NO BURYING OF ANY ORGANIC OR CLAYEY MATERIALS ALLOWED WITHIN THE SITE BOUNDARY. THE CONTRACTOR SHALL EMPLOY A GEOTECHNICAL FIRM TO INSPECT AND MONITOR THE EARTHWORK AND MATERIALS TESTING.
21. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M. (FEDERAL INSURANCE RATE MAP), MAP NUMBER 12127C0211K, COMMUNITY: 125136, DATED: 09/29/2017. THE PROPERTY APPEARS T BE IN FLOOD ZONE "X".
22. THE CONTRACTOR IS INFORMED THE WORK WILL BE OCCURRING WITHIN AN ACTIVE SPORTS COMPLEX, ALL MEASURES AND DEVICES SHALL BE PROVIDED FOR THE PROTECTION OF PATRONS. THE WORK AREA SHALL BE SECURED FROM TRESPASS.
23. THE CONTRACTOR SHALL USE ITS SOLE DISCRETION AND METHODS TO PROTECT THE WORK AREA. THE CITY AND ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S PROTECTION PLAN.

PROJECT DATES:

OUT TO BID:	APRIL 20, 2025
PREBID MEETING:	MAY 6, 2025,10 AM CITY HALL
LAST DAY FOR QUESTIONS	MAY 13, 2025, 5 PM
BIDS DUE:	MAY 21, 2025, 2 PM CITY HALL
CALENDAR DAYS TO CONSTRUCT	180
CALENDAR DAYS TO SUBSTANTIAL COMPLETION	150

SUMMARY OF PAY ITEMS

ITEM No.	ITEM	UNIT	QUANTITY
100	GENERAL CONDITIONS	LS	1
101	MOBILIZATION / DEMOBILIZATION	LS	1
102	SURVEY AND LAYOUT	LS	1
103	CERTIFIED AS-BUILT DRAWINGS	LS	1
104	CONSTRUCTION ENTRANCE	LS	1
105	STAKED SEDIMENT FENCE	LF	4,700
106	EROSION AND SEDIMENT CONTROL	LS	1
107	TURBIDITY BARRIER	LF	70
108	CLEARING AND GRUBBING (INCLUDING EXISTING PONDS)	AC	10.60
109	EXCAVATION EARTHWORK AND GRADING	LS	1
110	RECYCLED ASPHALT MILLINGS	SY	925
111	STABILIZED GRASS PARKING	SY	1,505
112	CONCRETE WEIR	SF	260
113	6" WATER MAIN PIPE	LF	60
114	12" WATER MAIN PIPE	LF	1,170
115	4" FORCE MAIN PIPE	LF	710
116	6" IRRIGATION MAIN PIPE	LF	630
117	AIR-RELEASE VAULTS	EA	4
118	BAHIA SOD	SY	17,000
119	FIRE HYDRANT ASSEMBLY	EA	1
120	CONCRETE RETAINING WALL	LS	1
121	IRRIGATION INTAKE PIPE REWORK	LS	1
122	WOOD POSTS WITH RAILING	LF	1,020
123	WOOD POSTS WITHOUT RAILING	LF	560
124	CONTROL STRUCTURE MODIFICATION	LS	1

SUMMARY OF PAY ITEM NOTES:

ITEM No. 103 INCLUDES AS-BUILT ELEVATIONS AND LOCATION OF POND AT 100' MAXIMUM INTERVALS AT TOP OF BERM AND 2' BELOW WATER SURFACE OR EL 20.0 WHICHEVER IS LOWER, ELEVATIONS AT ALL CHANGES IN DIRECTION OF POND BERM, SPOT ELEVATIONS OF PARKING AREA WHERE PROPOSED ELEVATIONS ARE INDICATED AND ALL UTILITIES AT HORIZONTAL AND VERTICAL DEFLECTION POINTS.

ITEM No. 108 INCLUDES ANY DEMOLITION OF FACILITIES INCLUDING UTILITIES, ELECTRICAL CABLE, REMOVAL OF VEGETATION, HALVING OF MATERIAL AND REMOVAL OF FACILITIES. CITY SHALL BE RESPONSIBLE FOR RECONNECTING ELECTRIC SERVICE.

ITEM No. 109 INCLUDES ALL WORK FOR EXCAVATION OF THE POND AREA, GRADING OF SIDE SLOPES, REMOVAL AND OFF-SITE HAULING OF SPOIL MATERIAL TO LOCATION BY CONTRACTOR. BID SHALL INCLUDE SAVINGS TO THE CITY FOR CONTRACTOR TO DISPOSE OR SALE OF SPOIL MATERIAL TO OTHERS. AT THE CONTRACTOR'S DISCRETION, ALL SPOIL MATERIAL SHALL BE RETAINED BY THE CONTRACTOR. SEE ALTERNATE BID ITEM IN THE PROJECT MANUAL AND SHEET C402.

ITEM No. 110 INCLUDES 8" BASE MATERIAL AND INSTALLATION AND 6" STABILIZED SUBGRADE

ITEM No. 111 INCLUDES REGRADING AND SUBGRADE COMPACTION AND SOD FOR GRASS PARKING

ITEM No. 112 INCLUDES 12" STABILIZED SUBGRADE

SUMMARY OF EARTHWORK QUANTITIES:

REGULAR EXCAVATION	79,300 CY
UNSUITABLE EXCAVATION	------ CY
FILL IN-PLACE	200 CY
IMPORT	------ CY
EXPORT	79,100 CY

THESE QUANTITIES ARE FOR GENERAL INFORMATION ONLY AND ARE NOT INTENDED TO BE RELIED UPON FOR BID PURPOSES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ITS EARTHWORK QUANTITIES. ASSUMED 1.10% SHRINKAGE, DEBRIS HAULED OFF-SITE AND CONSIDERATION OF EXCAVATED MATERIAL FROM POND EXCAVATION UTILIZED AS FILL FOR SWALE REPAIR.

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICULA LICENSE NUMBER NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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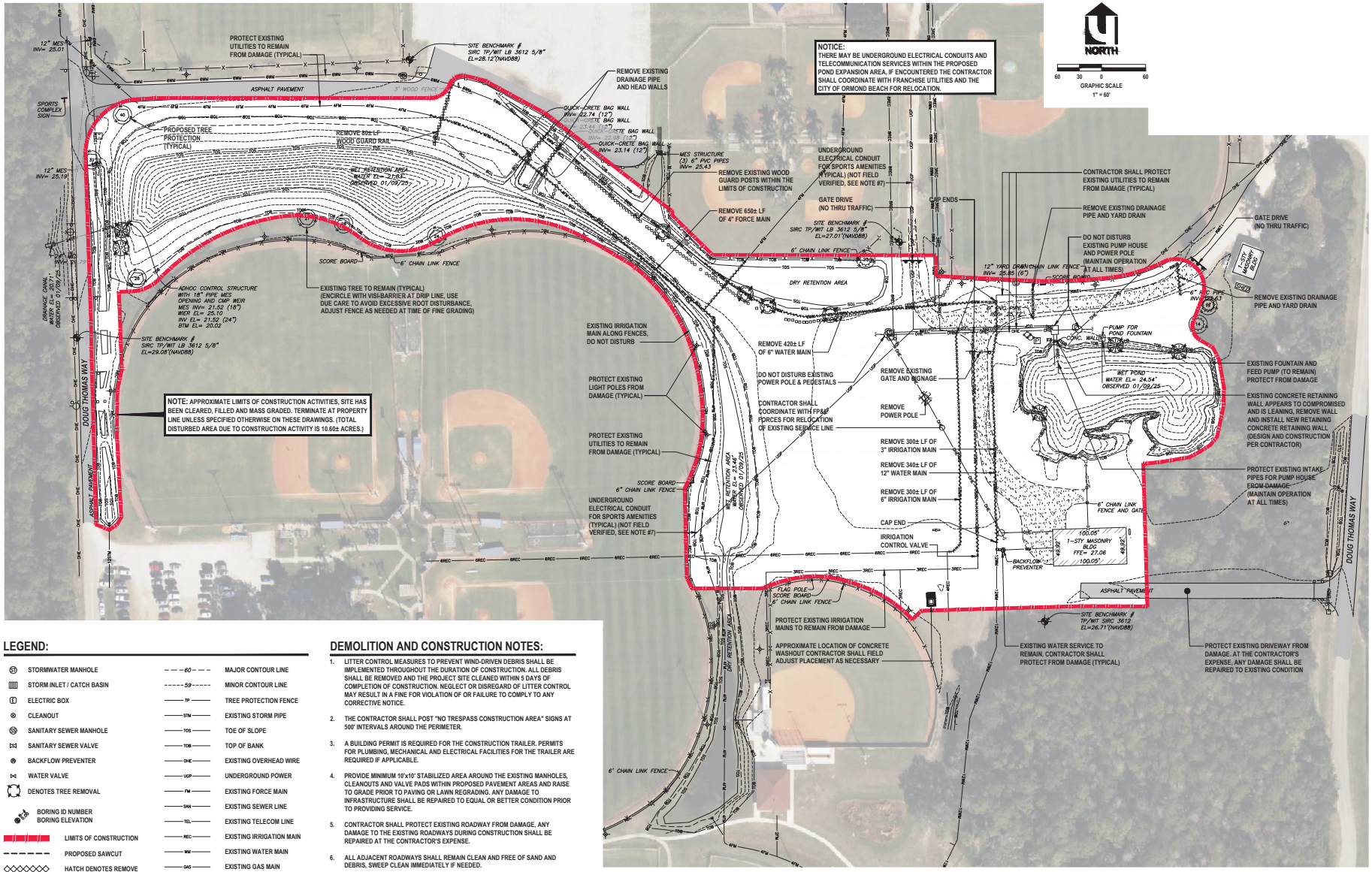
CITY OF ORMOND BEACH FLORIDA

SITE DEVELOPMENT INFORMATION

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	N/A

SHEET NUMBER:
C100



LEGEND:

STORMWATER MANHOLE	MAJOR CONTOUR LINE
STORM INLET / CATCH BASIN	MINOR CONTOUR LINE
ELECTRIC BOX	TREE PROTECTION FENCE
CLEANOUT	EXISTING STORM PIPE
SANITARY SEWER MANHOLE	TOE OF SLOPE
SANITARY SEWER VALVE	TOP OF BANK
BACKFLOW PREVENTER	EXISTING OVERHEAD WIRE
WATER VALVE	UNDERGROUND POWER
DENOTES TREE REMOVAL	EXISTING FORCE MAIN
BORING ID NUMBER / BORING ELEVATION	EXISTING SEWER LINE
	EXISTING TELECOM LINE
LIMITS OF CONSTRUCTION	EXISTING IRRIGATION MAIN
PROPOSED SAWCUT	EXISTING WATER MAIN
HATCH DENOTES REMOVE OF EXISTED IMPROVEMENTS	EXISTING GAS MAIN

DEMOLITION AND CONSTRUCTION NOTES:

1. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 5 DAYS OF COMPLETION OF CONSTRUCTION. NEGLECT OR DISREGARD OF LITTER CONTROL MAY RESULT IN A FINE FOR VIOLATION OF OR FAILURE TO COMPLY TO ANY CORRECTIVE NOTICE.
2. THE CONTRACTOR SHALL POST "NO TRESPASS CONSTRUCTION AREA" SIGNS AT 500' INTERVALS AROUND THE PERIMETER.
3. A BUILDING PERMIT IS REQUIRED FOR THE CONSTRUCTION TRAILER. PERMITS FOR PLUMBING, MECHANICAL AND ELECTRICAL FACILITIES FOR THE TRAILER ARE REQUIRED IF APPLICABLE.
4. PROVIDE MINIMUM 10'x10' STABILIZED AREA AROUND THE EXISTING MANHOLES, CLEANOUTS AND VALVE PADS WITHIN PROPOSED PAVEMENT AREAS AND RAISE TO GRADE PRIOR TO PAVING OR LAWN REGRADING. ANY DAMAGE TO INFRASTRUCTURE SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION PRIOR TO PROVIDING SERVICE.
5. CONTRACTOR SHALL PROTECT EXISTING ROADWAY FROM DAMAGE, ANY DAMAGE TO THE EXISTING ROADWAYS DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. ALL ADJACENT ROADWAYS SHALL REMAIN CLEAN AND FREE OF SAND AND DEBRIS, SWEEP CLEAN IMMEDIATELY IF NEEDED.
7. UNDERGROUND POWER FROM BASEBALL, SOCCER AND COED SOFTBALL FIELD TO TIMERS SHALL BE DISCONNECTED AT THE TIMER AND ALL REROUTING SHALL BE THE RESPONSIBILITY OF THE CITY.

WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

NOTE: ALL PIPES AND INLETS SHALL BE FLUSHED AND CLEANED OF DEBRIS AND SEDIMENTS UPON COMPLETION OF FINAL STAGE OF WORK, WHEN LANDSCAPE WORK IS COMPLETE. CAPTURE DEBRIS AND FINES IN DOWNSTREAM INLETS. DO NOT DISCHARGE INTO POND. REMOVE FINES OFF-SITE.

NOTE: REMOVE ALL CONSTRUCTION DEBRIS. ALL DISTURBED AREAS SHALL BE PROPERLY REGRADED AND SEEDED UNLESS SPECIFIED OTHERWISE. THE CONTRACTOR SHALL INSPECT THE SITE TO ENSURE ALL SPECIFICATIONS PER THE SWPPP HAVE BEEN COMPLETED.

ELEVATION SHOWN HEREON BASED ON NAVD 1988 DATUM

Sunshine811 Always call 811 before you dig

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, P.E. NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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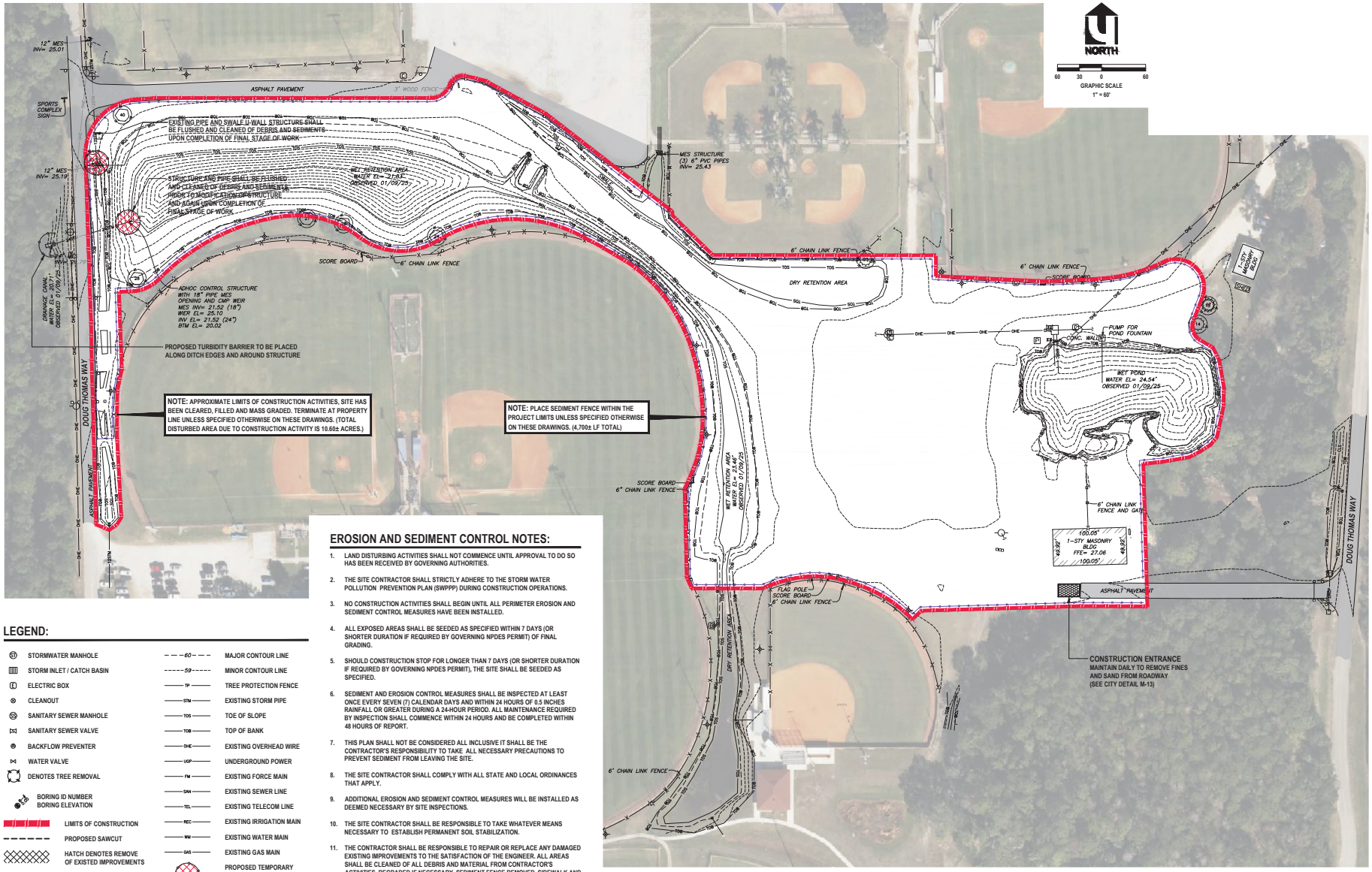
CITY OF ORMOND BEACH FLORIDA

EXISTING SITE CONDITIONS & CLEARING PLAN

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 60'

SHEET NUMBER:
C200



LEGEND:

- STORMWATER MANHOLE
- STORM INLET / CATCH BASIN
- ELECTRIC BOX
- CLEANOUT
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- BACKFLOW PREVENTER
- WATER VALVE
- DENOTES TREE REMOVAL
- BORING ID NUMBER / BORING ELEVATION
- LIMITS OF CONSTRUCTION
- PROPOSED SAWCUT
- HATCH DENOTES REMOVE OF EXISTED IMPROVEMENTS
- PROPOSED SEDIMENT FENCE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- TREE PROTECTION FENCE
- EXISTING STORM PIPE
- TOE OF SLOPE
- TOP OF BANK
- EXISTING OVERHEAD WIRE
- UNDERGROUND POWER
- EXISTING FORCE MAIN
- EXISTING SEWER LINE
- EXISTING TELECOM LINE
- EXISTING IRRIGATION MAIN
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- PROPOSED TEMPORARY INLET SILT PROTECTION (SEE APPLICABLE DETAIL)

EROSION AND SEDIMENT CONTROL NOTES:

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
2. THE SITE CONTRACTOR SHALL STRICTLY ADHERE TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) DURING CONSTRUCTION OPERATIONS.
3. NO CONSTRUCTION ACTIVITIES SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
4. ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED WITHIN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT) OF FINAL GRADING.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT), THE SITE SHALL BE SEEDED AS SPECIFIED.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF 0.5 INCHES RAINFALL OR GREATER DURING A 24-HOUR PERIOD. ALL MAINTENANCE REQUIRED BY INSPECTION SHALL COMMENCE WITHIN 24 HOURS AND BE COMPLETED WITHIN 48 HOURS OF REPORT.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SEDIMENT FROM LEAVING THE SITE.
8. THE SITE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED AS DEEMED NECESSARY BY SITE INSPECTIONS.
10. THE SITE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED EXISTING IMPROVEMENTS TO THE SATISFACTION OF THE ENGINEER. ALL AREAS SHALL BE CLEANED OF ALL DEBRIS AND MATERIAL FROM CONTRACTOR'S ACTIVITIES, REGRADED IF NECESSARY, SEDIMENT FENCE REMOVED, SIDEWALK AND PAVEMENT SWEPT CLEAN AND ANY DISTURBED AREAS SODDED OR SEEDED TO MATCH EXISTING GROUND COVER.

WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

NOTE: ALL PIPES AND INLETS SHALL BE FLUSHED AND CLEANED OF DEBRIS AND SEDIMENTS UPON COMPLETION OF FINAL STAGE OF WORK, WHEN LANDSCAPE WORK IS COMPLETE. CAPTURE DEBRIS AND FINES IN DOWNSTREAM INLETS. DO NOT DISCHARGE INTO POND. REMOVE FINES OFF-SITE.

NOTE: REMOVE ALL CONSTRUCTION DEBRIS. ALL DISTURBED AREAS SHALL BE PROPERLY REGRADED AND SEEDED UNLESS SPECIFIED OTHERWISE. THE CONTRACTOR SHALL INSPECT THE SITE TO ENSURE ALL SPECIFICATIONS PER THE SWPPP HAVE BEEN COMPLETED.

ELEVATION SHOWN HEREON BASED ON NAVD 1988 DATUM

Sunshine 811
Always call 811 before you dig

REVISIONS

DATE	DESCRIPTION
-	

ROGER W. STRICULA, LICENSED PROFESSIONAL ENGINEER, STATE OF FLORIDA, NO. 52784

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CITY OF ORMOND BEACH FLORIDA

EROSION CONTROL PLAN

O.B. SPORTS COMPLEX

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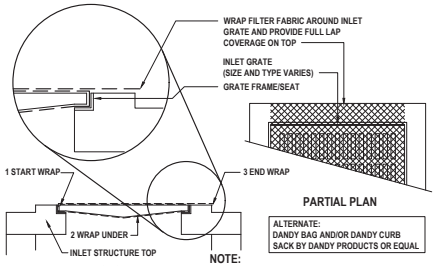


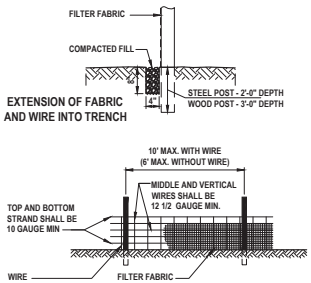
INLET SILT PROTECTION DETAIL

UTILIZE WHEN TOP AND GRATE ARE INSTALLED WITH STRUCTURE

NOT TO SCALE

NOTES:

1. WWM MINIMUM OF 32" WIDTH WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. FILTER FABRIC SHALL BE 36" WIDE AND SHALL BE FASTENED ADEQUATELY TO THE WIRE.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
4. WOOD POST SHALL BE 5'-0" IN HEIGHT AND 2" IN DIAMETER.
5. SUPPORT POST SHALL BE INSTALLED ON THE DOWNHILL SIDE OF THE SEDIMENT FENCE (DOWNSTREAM FROM EXPECTED FLOWS)
6. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN 25% THE HEIGHT OF FENCE.
7. MAXIMUM DRAINAGE AREA 10,000 SF PER 100' OF FENCE.



SEDIMENT FENCE DETAIL

NOT TO SCALE

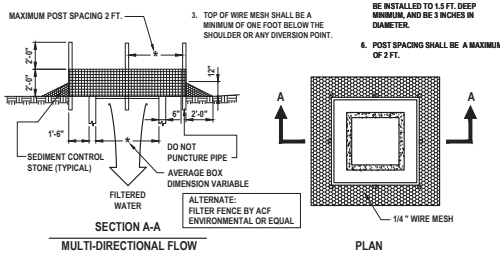
INLET PROTECTION

UTILIZE WHEN TOP AND GRATE ARE NOT INSTALLED WITH STRUCTURE

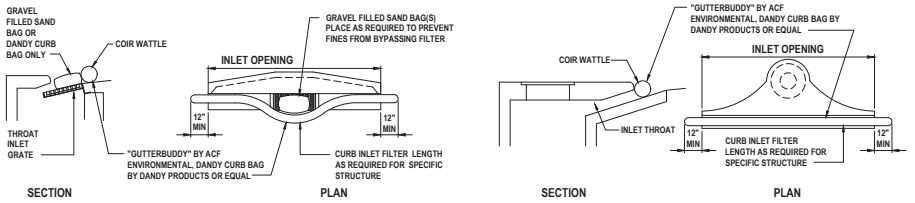
NOT TO SCALE

NOTES:

1. SEDIMENT CONTROL STONE SHALL BE 3/4" WASHED STONE.
2. WIRE MESH SHALL BE HARDWARE CLOTH 23 GAUGE MIN. AND SHALL HAVE 1/4 INCH MESH OPENINGS.
3. TOP OF WIRE MESH SHALL BE A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
4. STEEL POST SHALL BE 5 FT. IN HEIGHT, BE INSTALLED 1.5 FT. DEEP MINIMUM, AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
5. WOOD POST SHALL BE 6 FT. IN HEIGHT, BE INSTALLED TO 1.5 FT. DEEP MINIMUM, AND BE 3 INCHES IN DIAMETER.
6. POST SPACING SHALL BE A MAXIMUM OF 2 FT.



NOTE:
THE CONTRACTOR HAS THE DISCRETION TO UTILIZE THIRD PARTY PROPRIETARY EROSION AND SEDIMENTATION CONTROL PRODUCTS AND DEVICES AND IS NOT LIMITED TO THE DETAILS ON THIS SHEET.

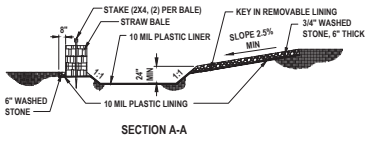


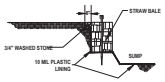
NOTES:

1. INSTALL FILTER PRIOR TO BEGINNING CONSTRUCTION.
2. INSPECT ONCE EACH WEEK AND AFTER ANY RAIN EVENT. REMOVE ANY FINES AND DEBRIS THAT MAY HAVE ACCUMULATED AND DISPOSE OF PROPERLY.

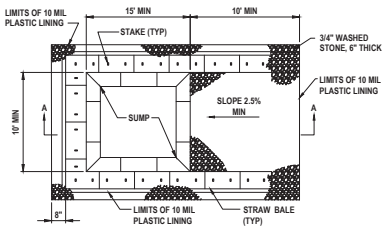
CURB INLET SEDIMENT PREVENTION DETAIL

NOT TO SCALE









CONCRETE WASHOUT AREA

NOT TO SCALE

NOTES:

1. PIT IS SPECIFICALLY DESIGNATED, DIKED AND IMPERVIOUS CONTAINMENT TO PREVENT CONTACT BETWEEN CONCRETE WASH AND STORMWATER.
2. WASH WATER SHALL NOT BE ALLOWED TO FLOW TO SURFACE WATER.
3. FACILITY MUST HOLD SUFFICIENT VOLUME TO CONTAIN CONCRETE WASTE WITH A MINIMUM FREEBOARD OF 12."
4. FACILITY SHALL NOT BE FILLED BEYOND 95% CAPACITY UNLESS A NEW FACILITY IS CONSTRUCTED.
5. SAW CUT PORTLAND CEMENT CONCRETE, RESIDUE FROM SAWCUT & GRINDING TO BE DISPOSED OF IN THE PIT.
6. CONCRETE WASHOUTS SHALL BE LOCATED A MINIMUM OF 100' FROM DRAINAGE WAYS, INLETS, & SURFACE WATERS.
7. MANUFACTURED CONCRETE WASHOUT DEVICES MAY BE USED IF REMOVED FROM THE SITE WHEN 95% FULL CAPACITY.
8. WASHOUT AREA(S) SHALL BE INSTALLED IN A LOCATION EASILY ACCESSIBLE BY CONCRETE TRUCKS.
9. ONE OR MORE AREAS MAY BE INSTALLED ON THE CONSTRUCTION SITE AND MAY BE RELOCATED AS CONSTRUCTION PROGRESSES.
10. AT LEAST WEEKLY REMOVE ACCUMULATION OF SAND AND AGGREGATE AND DISPOSE OF PROPERLY.

GENERAL CONSTRUCTION NOTES:

1. MEASURES SHALL BE IMPLEMENTED AT THE CONTRACTOR'S DISCRETION TO VISIBLY BARRICADE THE WORK AREA AND PROVIDE SAFE MEANS OF INGRESS AND EGRESS AROUND THE CONSTRUCTION SITE.
2. THE ENGINEER DOES NOT WARRANT THE CONTRACTOR'S MEANS OR METHODS FOR ITS INTERPRETATION OF THE REPAIR WORK. THE CONTRACTOR SHALL UTILIZE IT'S DISCRETION TO DETERMINE ITS BEST METHOD TO PERFORM THE WORK TO CORRECT THE DRAINAGE PONDING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES AND SHALL RESTORE ALL AREAS DAMAGED DUE TO CONSTRUCTION ACTIVITIES
4. PAVEMENT EDGES SHALL BE NEAT AND FREE OF DAMAGE OR BROKEN EDGES AT TIME OF PLACEMENT OF NEW ASPHALTIC PAVEMENT.
5. UPON COMPLETION OF ALL WORK, THE AREA SHALL BE SWEPT CLEAN OF ALL SAND AND DEBRIS.
6. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR ITS FINAL INSPECTION AND ACCEPTANCE.
7. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
9. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
10. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
11. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 5 DAYS OF COMPLETION OF CONSTRUCTION.
12. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
13. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE AUTHORITY HAVING JURISDICTION OR ENGINEER AT THE CONTRACTOR'S EXPENSE.
14. THERE SHALL BE NO DEVIATIONS FROM THESE DRAWINGS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
15. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
16. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
17. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICULA NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF ORMOND BEACH FLORIDA

EROSION CONTROL DETAILS AND NOTES

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
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DESIGN BY:	RWS
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SCALE:	N/A

SHEET NUMBER:
C301

PROJECT SITE INFORMATION:

PROJECT NAME: ORMOND BEACH SPORTS COMPLEX POND EXPANSION

DEVELOPER: CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174

PROJECT LOCATION: CITY OF ORMOND BEACH

LATITUDE: N 29°18'27"
LONGITUDE: W 81°07'07"

AHJ: CITY OF ORMOND BEACH

WMD JURISDICTION: SJRWMD
FDEP NOI: -

PROJECT AREA: 10.60± ACRES

DISTURBED AREA: 10.60± ACRES

FLUCCS CODE: 1860: COMMUNITY RECREATIONAL FACILITY
4340: UPLAND MIXED CONIFEROUS/HARDWOOD
5300: RESERVOIR - PITS, RETENTION PONDS, DAMS

ULTIMATE RECEIVING WATER BODY: GROOVER BRANCH > TOMOKA RIVER
CLASS: 3F
OFW: YES
WBID #: 2634
TMDLs: YES

SOILS / GEOTECH DATA:
(PER USDA NRCS WEB SOIL SURVEY)

SOIL NUMBER	SOIL NAME	HSG
32	MYAKKA-MYAKKA	A/D
33	MYAKKA FINE SAND	A/D
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

CONSTRUCTION INFORMATION:

A) DESCRIPTION OF ACTIVITIES

CONSTRUCTION ACTIVITIES INCLUDE: MASS EARTHWORK GRADING AND EXCAVATION / FILL, VARIOUS UTILITIES INSTALLATION, PAVEMENT PARKING AND DRIVES, CURBING, BUILDING, PLANTINGS AND GRASS AND FINAL STABILIZATION AND RESTORATION.

SOIL DISTURBING ACTIVITIES INCLUDE: INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE(S), INSTALLATION OF EROSION AND SEDIMENT CONTROLS, CLEARING AND GRUBBING EXISTING VEGETATION (AS NEEDED), ROUTING UTILITIES AND LANDSCAPE PLANTINGS.

B) SEQUENCE OF MAJOR ACTIVITIES AND CONTROL MEASURES:

1. THE CONTRACTOR SHALL SCHEDULE AND ATTEND THE PRECONSTRUCTION MEETING WITH APPROPRIATE JURISDICTIONAL AGENCIES AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE CITY AND/OR COUNTY AND ENGINEER OF AT LEAST TWO INDIVIDUALS THAT ARE CAPABLE OF CORRECTING ANY DRAINAGE PROBLEMS THAT MAY OCCUR AFTER WORK HOURS.
3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, COUNTY AND CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND CONSTRUCTION ACTIVITIES WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE. (AS APPLICABLE)
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
5. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
6. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
7. A COMPACTED STONE DRIVE LANE FOR THE CONSTRUCTION ENTRANCE THAT BE PLACED PRIOR TO THE CLEARING AND GRUBBING. THE APPROXIMATE LOCATION AND DETAIL IS INDICATED ON THE DRAWINGS. THE ELEVATION SHALL BE APPROXIMATELY PER THE GRADING PLAN. PROVIDE ACCESS ACROSS DRIVE LANE FOR EMERGENCY VEHICLES, COORDINATE WITH FIRE CHIEF.
8. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
9. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
10. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 7 DAYS WILL BE STABILIZED WITH A TEMPORARY GRASS AND MULCH.
11. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
12. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
13. THE SITE CONTRACTOR SHALL ONLY BE PERMITTED TO REMOVE ALL EROSION PROTECTION DEVICES WITHIN EACH CONTRIBUTING AREA FOLLOWING REMOVAL OF SEDIMENT AND DEBRIS AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS.

SEDIMENT, EROSION AND POLLUTANT CONTROL MEASURES:

1. BEST MANAGEMENT PRACTICES BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH PART 5 OF FDEP DOCUMENT NO. 62-621.300(4)(a) SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUNOFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. CONTRACTOR SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAWS.
2. STORMWATER MANAGEMENT STORMWATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE SITE WILL UTILIZE THE PROPOSED POND AS A TEMPORARY SEDIMENT BASIN.
3. STABILIZATION PRACTICES
   WIND EROSION STABILIZATION: THE CONTRACTOR SHALL DENUDE ONLY ARES WHERE IT IS EXPECTED TO BE GRADED OR ALTERED WITHIN A 2 WEEK TIME-FRAME. FINAL GRADES SHALL BE PERFORMED AND TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE APPLIED. AREAS WHERE CONSTRUCTION OPERATIONS WILL BE CONTINUOUS, FUGITIVE DUST SHALL BE MANAGED BY APPLYING A WATER SPRAY TO SATURATE THE SURFACE SOILS ON A DAILY BASIS, OR AS NEEDED TO MAINTAIN MINIMAL DUST TRANSPORT. FUGITIVE DUST SHALL MONITORED CONTINUOUSLY AND ADDITIONAL MEASURES MAY NEED TO BE TAKEN TO CONTROL OFF-SITE TRANSPORT OF UNACCEPTABLE LEVELS OF DUST.

   TEMPORARY STABILIZATION: TOP OF SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 21 DAYS WILL BE STABILIZED WITH TEMPORARY GRASS AND MULCH NO LATER THAN 5 DAYS FROM THE LAST CONSTRUCTION ACTIVITY. GRASS SEED SHALL BE MIXTURE OF 20 PARTS OF BERMUDA SEED AND 80 PARTS OF PENSACOLA BAHIA. THE SEPARATE TYPES OF SEED USED SHALL BE THOROUGHLY DRY MIXED IMMEDIATELY BEFORE SOWING. SEED WHICH HAS BECOME WET SHALL NOT BE USED, THE MULCH MATERIAL USED SHALL NORMALLY BE DRY MULCH. 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 BE READILY CUT INTO THE SOIL SHALL BE USED. AREAS OF THE SITE WHICH ARE TO BE PAVED WILL BE TEMPORARILY STABILIZED BY APPLYING STABILIZATION AND BASE.

   PERMANENT STABILIZATION: DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH SOD NO LATER THAN 5 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.
4. STRUCTURAL PRACTICES
   STAKED SILT FENCES: THE STAKED SILT FENCES WILL BE CONSTRUCTED ALONG THE PERIMETER AS SPECIFIED IN THE DRAWINGS. STAKED FENCE SHALL BE CLEARED OF SEDIMENT WHEN IF REACHES ONE-THIRD HEIGHT OF THE FENCE.

   EARTH DIKE: IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

   SEDIMENT BASIN: A EXISTING STORMWATER POND TO BE USED. BEST MANAGEMENT PRACTICES SUCH AS REMOVAL OF SEDIMENT FROM INLET PROTECTION DEVICES, PROPER WASTE DISPOSAL AND SWEEPING TO REDUCE AMOUNT OF SEDIMENT DISCHARGED INTO POND SHALL BE CONTINUOUSLY IMPLEMENTED.
5. WASTE DISPOSAL
   WASTE MATERIALS: ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

   HAZARDOUS WASTE: HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

   SANITARY WASTE: SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITY FOR COLLECTION OF SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.
6. DUST CONTROL
   TO PREVENT OFF-SITE VEHICULAR TRACKING OF SEDIMENTS AND DUST GENERATION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE ESTABLISHED BY THE SITE CONTRACTOR. SEE DRAWINGS FOR DETAILS AND LOCATION(S).
7. NON-STORMWATER DISCHARGES
   IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

   WATER FROM FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, WATER LINE FLUSHING, WATER USED TO SPRAY OFF LOOSE SOILS FROM VEHICLES, DUST CONTROL, PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE EXISTING STORMWATER POND.

   DISCHARGE OF UNCONTAMINATED GROUNDWATER FROM CONSTRUCTION-RELATED DEWATERING OPERATIONS IS PERMITTED IN ACCORDANCE WITH PART 3.4 OF THE FDEP DOCUMENT NO. 62-621.300(4)(a).

   ANY DEWATERING ACTIVITIES WILL REQUIRE A DEWATERING PERMIT FROM CITY OF SEBASTIAN AND POSSIBLY FROM INDIAN RIVER COUNTY (AT THE CONTRACTOR'S EXPENSE).

ITEMS REQUIRING POLLUTION PREVENTION
THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED, BUT NOT LIMITED, TO BE PRESENT ON-SITE DURING CONSTRUCTION:

CONCRETE	WOOD	ROOFING SHINGLES	ASPHALT
GLASS	SAND / DIRT	METAL STUDS	LIMEROCK
STONE	CLEANING SOLVENTS	MASONRY BLOCK	PRECAST STRUCTURES
PAINT	PETROLEUM / FUELS	FERTILIZERS	PIPES

STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THESE CONSTRUCTION PLANS, THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM, AS SHOWN ON THESE CONSTRUCTION PLANS, DESIGNED TO ASSURE THAT APPROPRIATE POLLUTION PREVENTION MEASURES ARE IMPLEMENTED DURING CONSTRUCTION AND TO ASSURE THAT THE QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER:
SIGNATURE: _____
NAME / TITLE: _____
COMPANY: _____
ADDRESS: _____

MAINTENANCE AND INSPECTION PROCEDURES:

1. INSPECTOR QUALIFICATIONS
   INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL.
2. DISTURBED AREAS
   ALL DISTURBED AREAS AND AREAS USED FOR MATERIAL STORAGE SHALL BE INSPECTED FOR POLLUTANTS ENTERING THE STORMWATER SYSTEM. THE STORMWATER MANAGEMENT SYSTEM AND EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE INSPECTED REGULARLY TO ENSURE THEY ARE OPERATING CORRECTLY. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
3. MONITORING INSPECTIONS
   ARE REQUIRED TO BE PERFORMED BY A QUALIFIED INSPECTOR AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (1/2) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION).
4. REPORTING
   EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER.
5. RECORD KEEPING
   IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SPILL PREVENTION PRACTICES AND CONTROL MEASURES:

1. GOOD HOUSEKEEPING
   - SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
   - STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
   - ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
   - ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
   - PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
   - ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
2. HAZARDOUS PRODUCTS
   - MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
   - PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
3. PRODUCT SPECIFIC PRACTICES
   - PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
   - THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO SOIL IN ORDER TO LIMIT EXPOSURE TO STORMWATER. FERTILIZERS SHALL BE STORED IN COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO SEALABLE PLASTIC BIN TO AVOID SPILLS.
   - PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN APPROVED MANNER.
   - CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.
4. SPILL CONTROL AND CLEANUP RESPONSIBILITIES
   - SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
   - THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.
   - ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
   - WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.
   - TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.
   - AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
   - THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

NOTICE OF INTENT (NOI) / NOTICE OF TERMINATION (NOT)

1. NOI: THE NOTICE OF INTENT (NOI), DEP FORM 62-621.300(4)(b), IS TO BE COMPLETED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEFORE USE OF THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PROVIDED IN SUBSECTION 62-621.300(4), F.A.C.
2. NOT: WHERE A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES AUTHORIZED BY THIS PERMIT ARE ELIMINATED, THE PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION, DEP FORM 62-621.300(6), SIGNED IN ACCORDANCE WITH PART 7.C OF FDEP DOCUMENT NO. 62-621.300(4)(a), WITHIN 14 DAYS OF FINAL STABILIZATION OF THE SITE TO TERMINATE COVERAGE UNDER THIS PERMIT.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUIT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE	COMPANY INFO	RESPONSIBLE FOR:
	COMPANY: NAME: TITLE: DATE:	
	COMPANY: NAME: TITLE: DATE:	
	COMPANY: NAME: TITLE: DATE:	

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, P.E. LICENSE NUMBER NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRICKLA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

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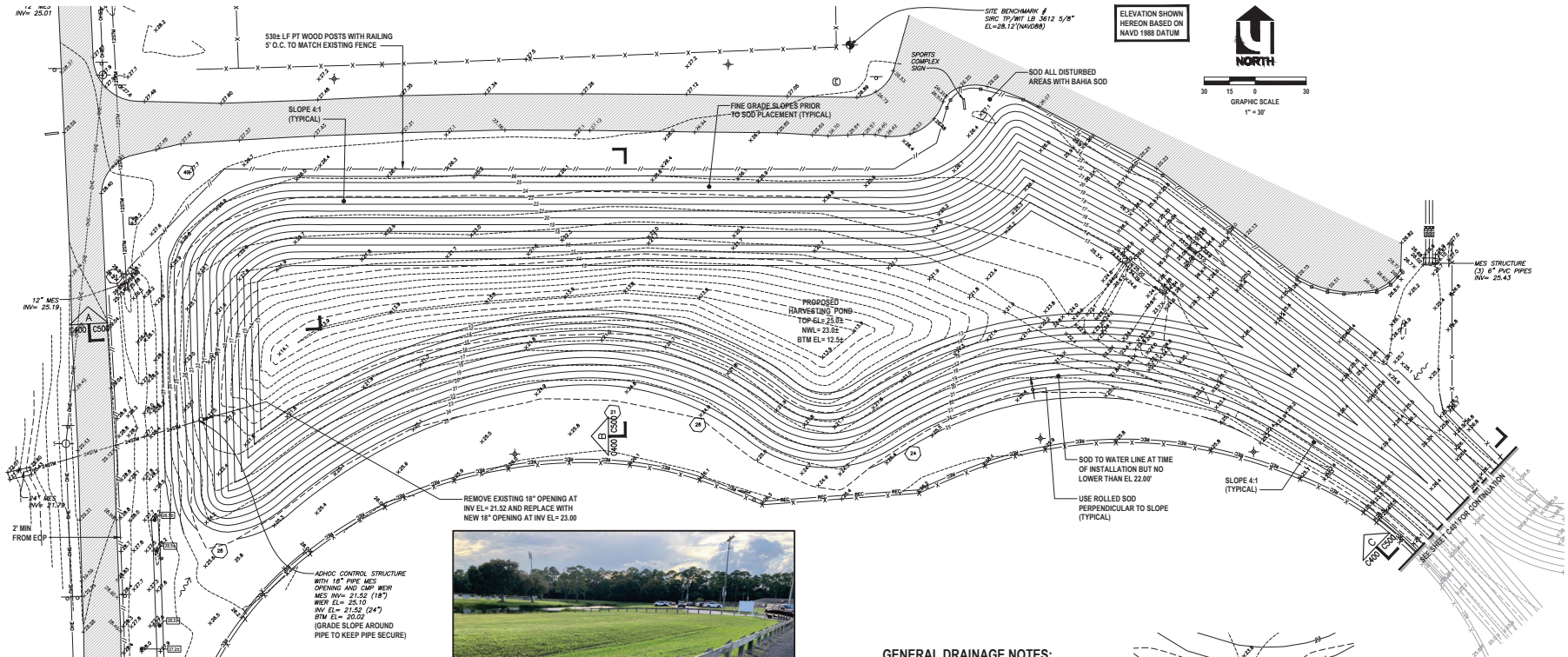
CITY OF ORMOND BEACH FLORIDA

STORMWATER POLLUTION PREVENTION PLAN
O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	N/A

SHEET NUMBER:
C302





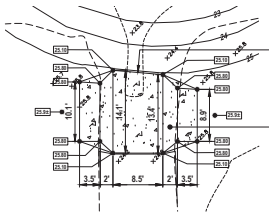
EXISTING FENCE



EXISTING CONTROL STRUCTURE

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES OR PIPES.
2. ALL "ROUND" STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE CLASS III WITH BUTYL MASTIC SEALANT, PVC OR HDPE (SICE) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER WHERE SPECIFICALLY INDICATED ON THE DRAWING. RCP JOINTS SHALL BE WRAPPED WHERE APPLICABLE PER FDOT SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (UPHAM, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE AT ITS OWN RISK AND COST IF PRECAST STRUCTURES OR MATERIALS ARE ORDERED OR DELIVERED TO THE SITE PRIOR TO THE ENGINEER'S APPROVAL AND FOUND NOT TO BE ACCEPTABLE.
4. ALL DRAINAGE STRUCTURES SHALL BE PRECAST PER FDOT SPECIFICATIONS.
5. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURER'S SPECIFICATIONS RESPECTIVELY.
6. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
7. THE CONTRACTOR SHALL FIRST VERIFY THE INVERT(S) OF THE EXISTING STUBOUTS, MANHOLE(S) AND/OR INLETS FOR CONNECTION PRIOR TO INSTALLING ANY PIPES TO CONFIRM ELEVATION(S). IF ANY SUBSTANTIAL DIFFERENCES ARE DISCOVERED IN THE EXISTING INVERT(S), THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND COUNTY INSPECTOR.
8. MINIMUM PIPE COVER SHALL BE EIGHTEEN (12) INCHES MEASURED FROM THE OUTSIDE TOP OF PIPE TO THE BOTTOM OF THE ROADWAY BASE.



CONCRETE WEIR DETAIL

(SEE SHEET C401)

SCALE: 1" = 10'

LEGEND:

- EXISTING SOFT ELEVATION
- EXISTING HARD ELEVATION
- PROPOSED SOFT ELEVATION
- PROPOSED HARD ELEVATION
- TOP OF WALK ELEVATION / EDGE OF PAVEMENT ELEVATION
- EXISTING MINOR CONTOUR (DASHED)
- EXISTING MAJOR CONTOUR (DASHED)
- PROPOSED CONTOUR (CONTINUOUS)
- PROPOSED CONTOUR (CONTINUOUS)
- SOFT SURFACE FLOW ARROW
- HARD SURFACE FLOW ARROW

GENERAL EARTHWORK NOTES:

1. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN HEIGHTS GREATER THAN TEN (10) FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION, THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.

NOTE:
CONTRACTOR SHALL FIELD ADJUST GRADE OUTSIDE OF BUILDING TO PROVIDE POSITIVE SLOPE AWAY FROM BUILDING. (TYPICAL)

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLAND, NO. 52784, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER

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CITY OF ORMOND BEACH FLORIDA

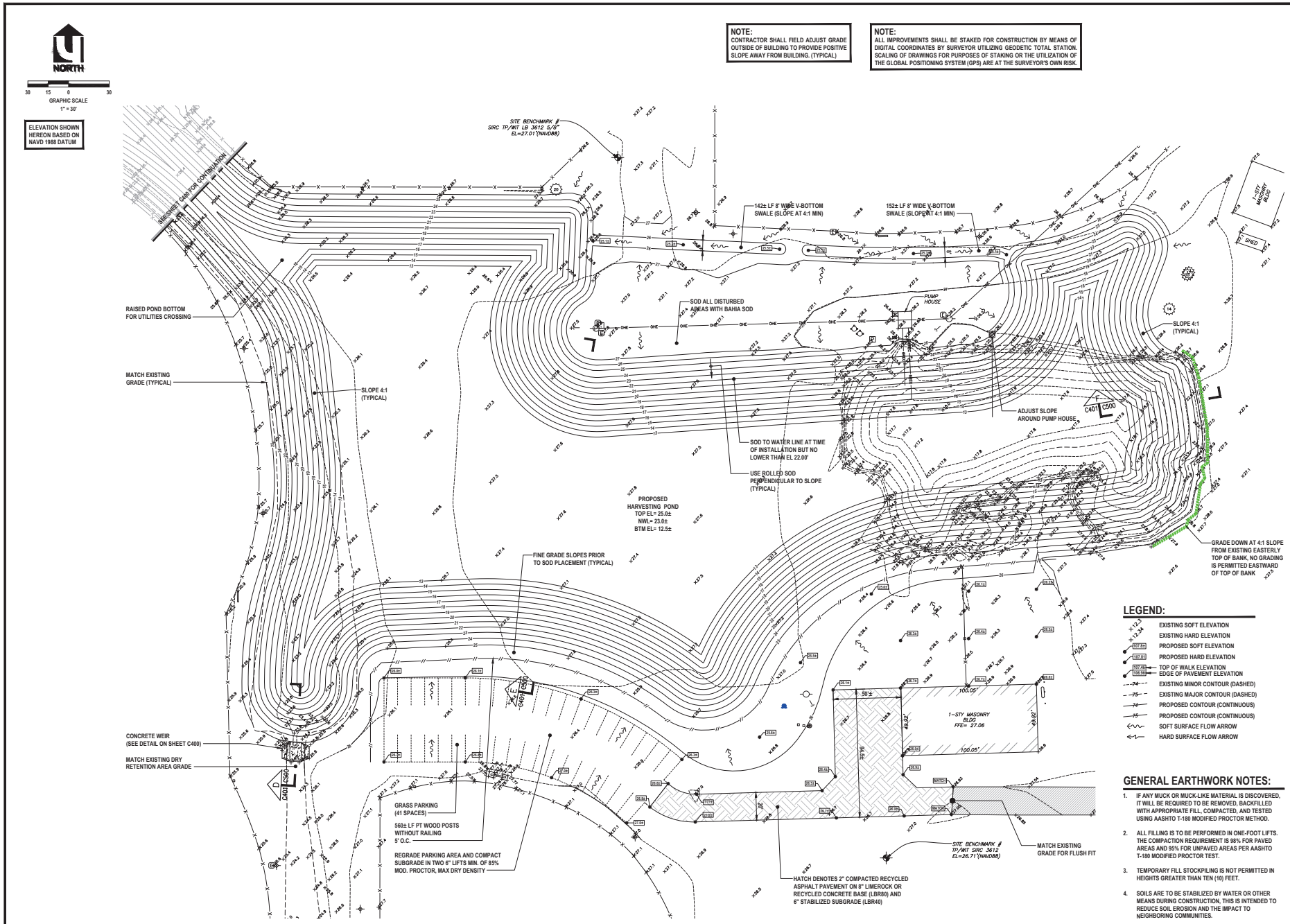
SITE GRADING & LAYOUT PLAN (1 OF 2)

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:

C400


NORTH
30 15 0 30
GRAPHIC SCALE
1" = 30'
ELEVATION SHOWN HEREON BASED ON NAVD 1988 DATUM
NOTE:
CONTRACTOR SHALL FIELD ADJUST GRADE OUTSIDE OF BUILDING TO PROVIDE POSITIVE SLOPE AWAY FROM BUILDING. (TYPICAL)
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.
SITE BENCHMARK # SIRC TP/WIT LB 3612 5/8" EL=27.01'(NAVD88)
SEE SHEET C400 FOR CONTINUATION
142± LF 8' WIDE V-BOTTOM SWALE (SLOPE AT 4:1 MIN)
152± LF 8' WIDE V-BOTTOM SWALE (SLOPE AT 4:1 MIN)
1-STY MASONRY BLDG
SHED
PUMP HOUSE
RAISED POND BOTTOM FOR UTILITIES CROSSING
SOD ALL DISTURBED AREAS WITH BAHIA SOD
SLOPE 4:1 (TYPICAL)
MATCH EXISTING GRADE (TYPICAL)
SLOPE 4:1 (TYPICAL)
SOD TO WATER LINE AT TIME OF INSTALLATION BUT NO LOWER THAN EL 22.00'
USE ROLLED SOD PERPENDICULAR TO SLOPE (TYPICAL)
ADJUST SLOPE AROUND PUMP HOUSE
C401
C500
PROPOSED HARVESTING POND TOP EL= 25.0± NWL= 23.0± BTM EL= 12.5±
FINE GRADE SLOPES PRIOR TO SOD PLACEMENT (TYPICAL)
GRADE DOWN AT 4:1 SLOPE FROM EXISTING EASTERLY TOP OF BANK, NO GRADING IS PERMITTED EASTWARD OF TOP OF BANK
CONCRETE WEIR (SEE DETAIL ON SHEET C400)
MATCH EXISTING DRY RETENTION AREA GRADE
GRASS PARKING (41 SPACES)
560± LF PT WOOD POSTS WITHOUT RAILING 5' O.C.
REGRADE PARKING AREA AND COMPACT SUBGRADE IN TWO 6" LIFTS MIN. OF 85% MOD. PROCTOR, MAX DRY DENSITY
50'±
100.05'
1-STY MASONRY BLDG FFE= 27.06
49.92'
95'±
MATCH
SITE BENCHMARK # TP/WIT SIRC 3612 EL=26.71'(NAVD88)
MATCH EXISTING GRADE FOR FLUSH FIT
HATCH DENOTES 2" COMPACTED RECYCLED ASPHALT PAVEMENT ON 8" LIMEROCK OR RECYCLED CONCRETE BASE (LBR80) AND 6" STABILIZED SUBGRADE (LBR40)
LEGEND:
EXISTING SOFT ELEVATION
EXISTING HARD ELEVATION
PROPOSED SOFT ELEVATION
PROPOSED HARD ELEVATION
TOP OF WALK ELEVATION
EDGE OF PAVEMENT ELEVATION
EXISTING MINOR CONTOUR (DASHED)
EXISTING MAJOR CONTOUR (DASHED)
PROPOSED CONTOUR (CONTINUOUS)
PROPOSED CONTOUR (CONTINUOUS)
SOFT SURFACE FLOW ARROW
HARD SURFACE FLOW ARROW
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REVISIONS
DATE
DESCRIPTION
ROGER W. STRICKLA, PE
NO. 52784
STATE OF FLORIDA
PROFESSIONAL ENGINEER
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CITY OF ORMOND BEACH FLORIDA
SITE GRADING & LAYOUT PLAN (2 OF 2)
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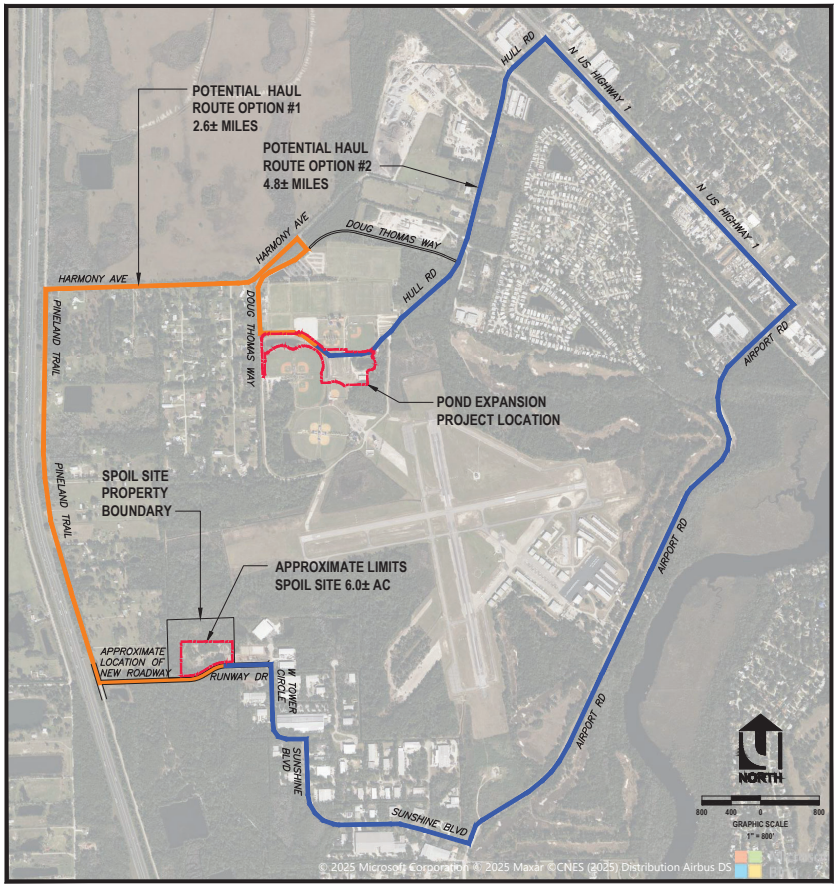

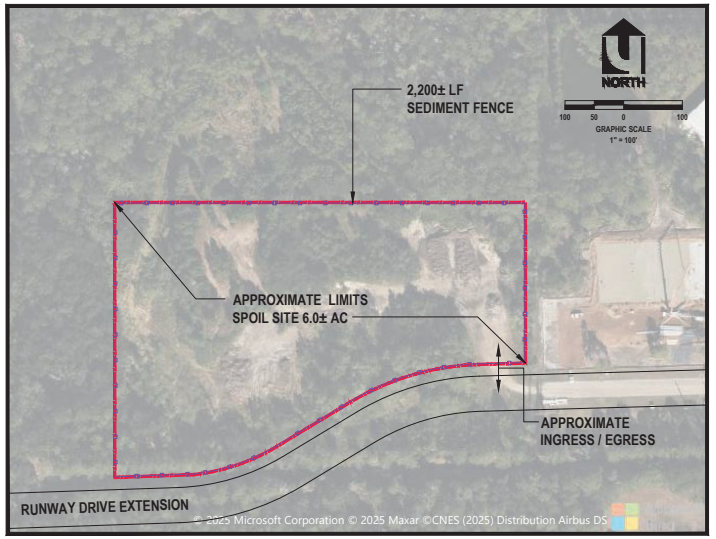

GENERAL NOTES FOR ALTERNATE BID WORK:

1. THE CONTRACTOR SHALL PROVIDE AN ALTERNATE BID ITEM TO TRANSPORT THE EXCAVATED SPOIL MATERIAL FROM THE POND EXPANSION TO THE LOCATION INDICATED.
2. THE 6.0 ACRES SPOILT AREA SHALL BE INCLUDED IN THE CONTRACTOR'S APPLICATION FOR THE FDEP NPDES GENERIC PERMIT NOI AND NOT.
3. THE HAUL ROUTE IS AT THE DISCRETION OF THE CONTRACTOR AS INDICATED. THE CONTRACTOR SHALL KEEP THE HAUL ROUTE FREE OF SPOIL MATERIAL SPILLAGE OR VEHICLE TRACKING ONTO THE ROADWAYS.
4. THE WORK SHALL INCLUDE THE CLEARING AND GRUBBING OF THE APPROXIMATE 6.0 ACRE AREA DEFINED AND INSTALLATION OF A SEDIMENT FENCE AROUND THE PERIMETER, ALLOWING FOR VEHICLE INGRESS AND EGRESS INTO THE AREA. CLEARED VEGETATION SHALL BE REMOVED AND DISPOSED OF WITHIN THIS BID ITEM.
5. THE CONTRACTOR SHALL LOAD THE EXCAVATED MATERIAL INTO ITS TRUCKS FROM THE POND EXPANSION AND HAUL TO THE SPOIL SITE, LOOSE SPREAD THE MATERIAL WITHIN THE SEDIMENT FENCE AREA AT 1 FT LIFTS AND COMPACT EACH LIFT UTILIZING A TRACK VEHICLE, TYPE OF VEHICLE AT THE CONTRACTOR'S DISCRETION. COMPACTION TESTING IS NOT REQUIRED.
6. SPOIL MATERIAL SHALL NOT BE PLACED GREATER THAN 10 FT IN HEIGHT ABOVE EXISTING GRADE. THE EXTERIOR SIDE SLOPE OF THE PERIMETER FILL AREA SHALL NOT BE STEEPER THAN 3:1 SLOPE.
7. THE CONTRACTOR SHALL KEEP HAUL TICKETS AND PROVIDE TO THE CITY INSPECTOR AT THE END OF EACH DAY.
8. UPON COMPLETION OF PLACEMENT OF THE SPOILT MATERIAL, THE AREA SHALL BE STABILIZED BY HYDROSEED OR SEED AND MULCH AT THE CONTRACTOR'S DISCRETION. THE SEDIMENT FENCE SHALL REMAIN IN-PLACE.
9. ANY EXCESS EXCAVATED MATERIAL NOT PLACED WITHIN THE SPOIL SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DISPOSE ELSEWHERE AT ITS DISCRETION WITH NO ADDITIONAL COST TO THE CITY.

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, PE LICENSE NUMBER NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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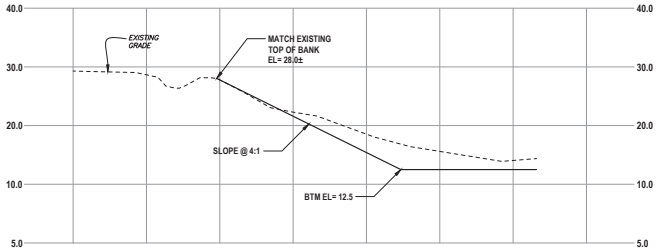
CITY OF ORMOND BEACH FLORIDA

SPOIL SITE LOCATION PLAN

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

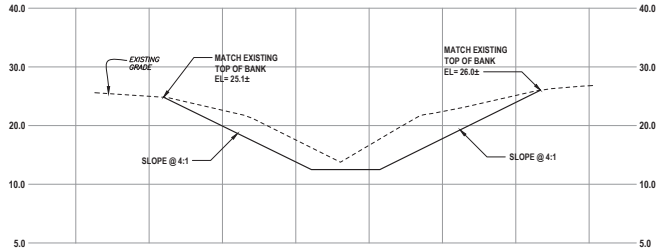
PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:
C402



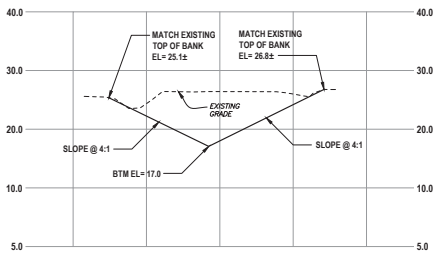
SECTION - A

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



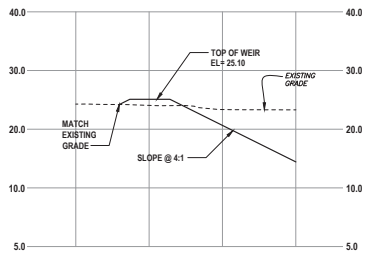
SECTION - B

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



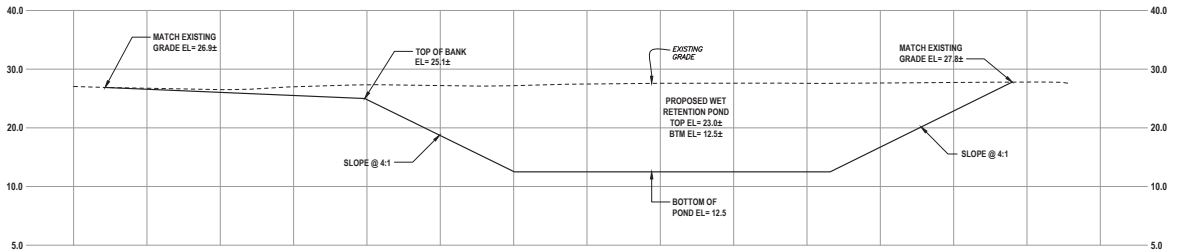
SECTION - C

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



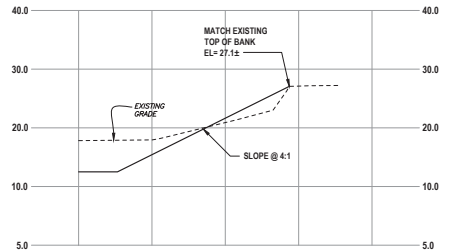
SECTION - D

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



SECTION - E

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



SECTION - F

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
-	

ROGER W. STRCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOT VALID UNLESS SIGNED AND DATED

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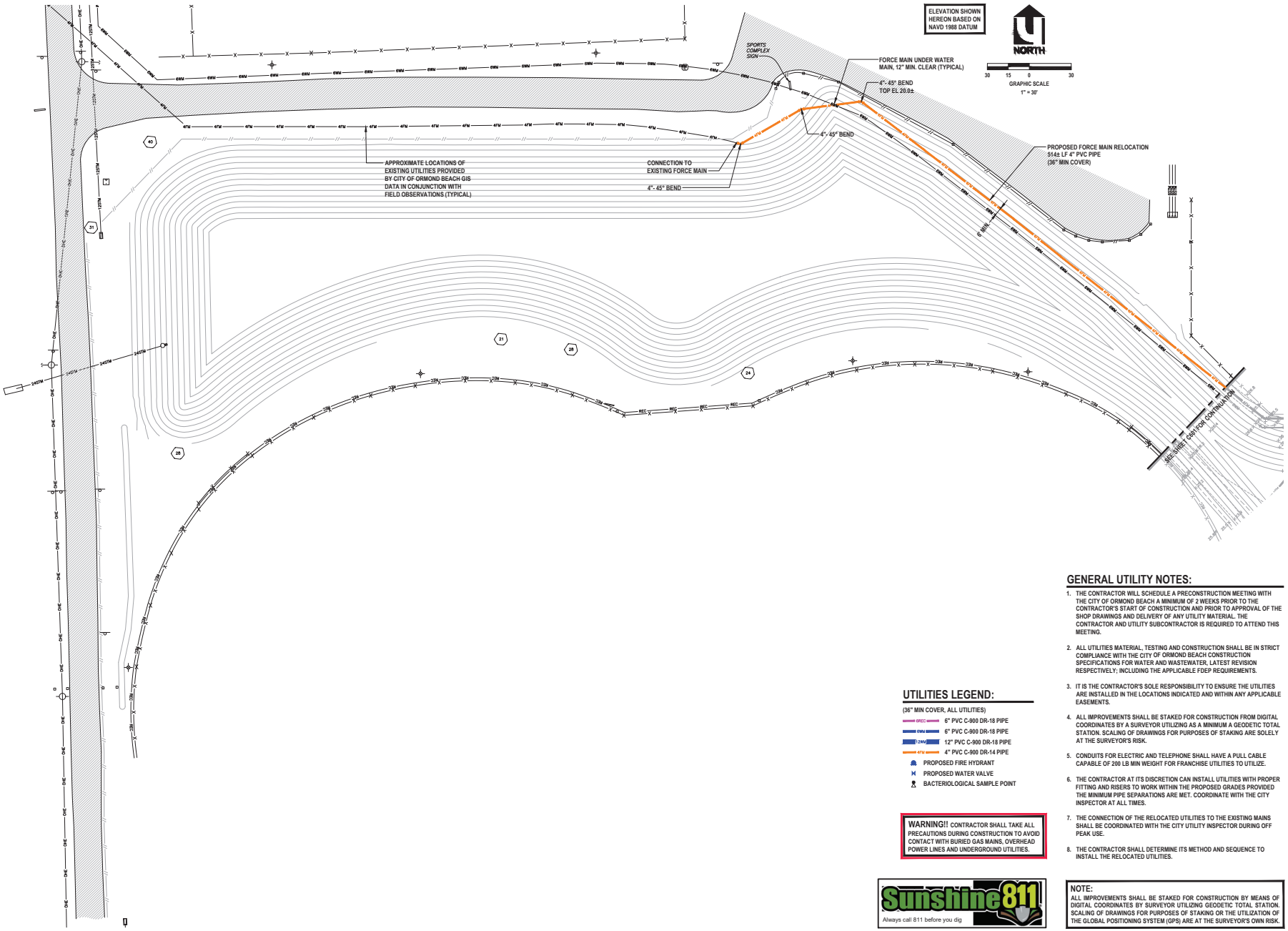
CITY OF ORMOND BEACH FLORIDA

SECTIONS, DETAILS & NOTES

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	VARIES

SHEET NUMBER:
C500



UTILITIES LEGEND:

(36" MIN COVER, ALL UTILITIES)

- 6" PVC C-900 DR-18 PIPE
- 6" PVC C-900 DR-18 PIPE
- 12" PVC C-900 DR-18 PIPE
- 4" PVC C-900 DR-14 PIPE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- BACTERIOLOGICAL SAMPLE POINT

WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

Sunshine 811
Always call 811 before you dig

GENERAL UTILITY NOTES:

1. THE CONTRACTOR WILL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY OF ORMOND BEACH A MINIMUM OF 2 WEEKS PRIOR TO THE CONTRACTOR'S START OF CONSTRUCTION AND PRIOR TO APPROVAL OF THE SHOP DRAWINGS AND DELIVERY OF ANY UTILITY MATERIAL. THE CONTRACTOR AND UTILITY SUBCONTRACTOR IS REQUIRED TO ATTEND THIS MEETING.
2. ALL UTILITIES MATERIAL, TESTING AND CONSTRUCTION SHALL BE IN STRICT COMPLIANCE WITH THE CITY OF ORMOND BEACH CONSTRUCTION SPECIFICATIONS FOR WATER AND WASTEWATER, LATEST REVISION RESPECTIVELY; INCLUDING THE APPLICABLE FDEP REQUIREMENTS.
3. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THE UTILITIES ARE INSTALLED IN THE LOCATIONS INDICATED AND WITHIN ANY APPLICABLE EASEMENTS.
4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION FROM DIGITAL COORDINATES BY A SURVEYOR UTILIZING AS A MINIMUM A GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE SOLELY AT THE SURVEYOR'S RISK.
5. CONDUITS FOR ELECTRIC AND TELEPHONE SHALL HAVE A PULL CABLE CAPABLE OF 200 LB MIN WEIGHT FOR FRANCHISE UTILITIES TO UTILIZE.
6. THE CONTRACTOR AT ITS DISCRETION CAN INSTALL UTILITIES WITH PROPER FITTING AND RISERS TO WORK WITHIN THE PROPOSED GRADES PROVIDED THE MINIMUM PIPE SEPARATIONS ARE MET. COORDINATE WITH THE CITY INSPECTOR AT ALL TIMES.
7. THE CONNECTION OF THE RELOCATED UTILITIES TO THE EXISTING MAINS SHALL BE COORDINATED WITH THE CITY UTILITY INSPECTOR DURING OFF PEAK USE.
8. THE CONTRACTOR SHALL DETERMINE ITS METHOD AND SEQUENCE TO INSTALL THE RELOCATED UTILITIES.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, PE — NO. 52784 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

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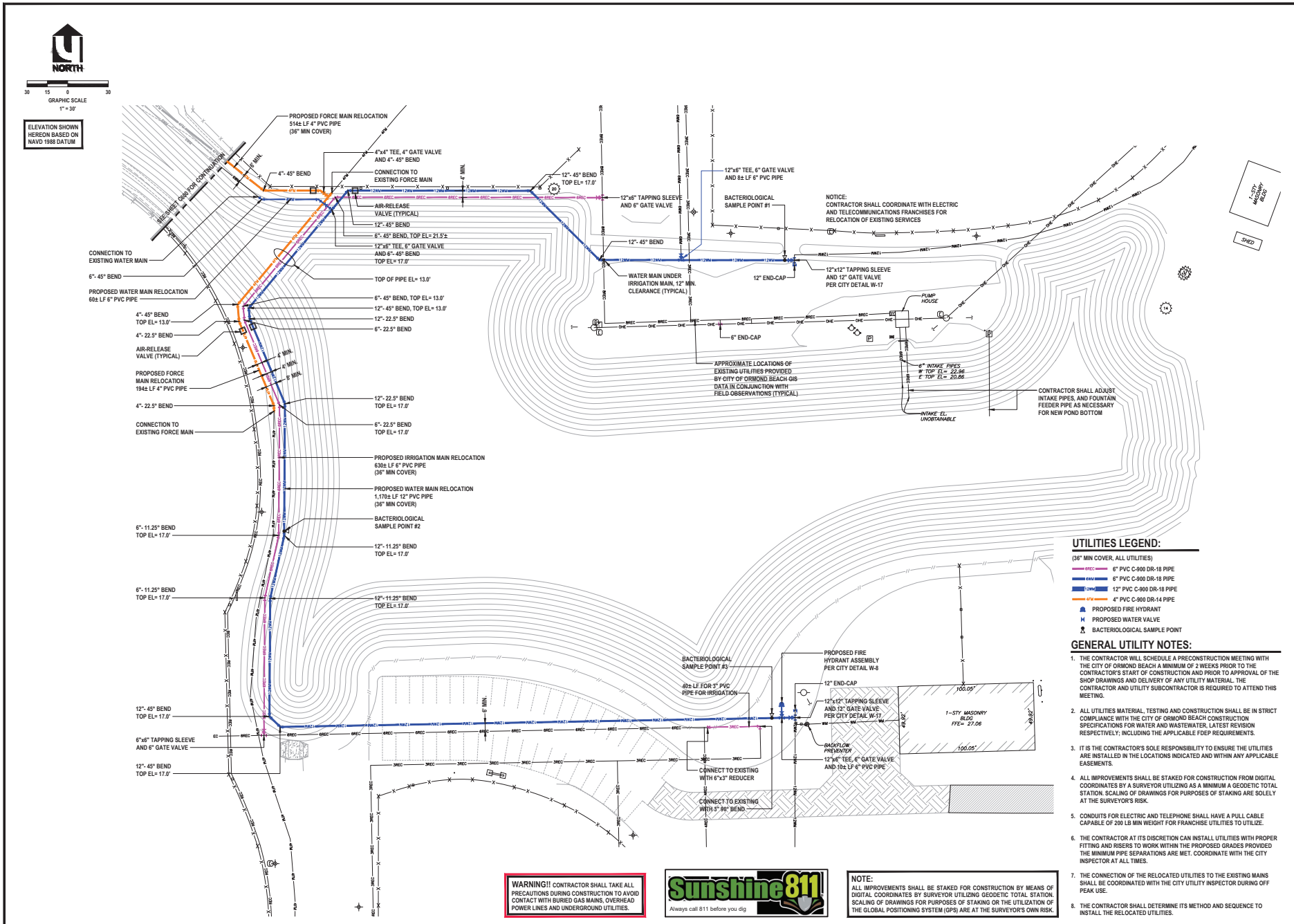
CITY OF ORMOND BEACH FLORIDA

SITE UTILITY PLAN (1 OF 2)

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:
C600



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(36" MIN COVER, ALL UTILITIES)

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- PROPOSED WATER VALVE
- BACTERIOLOGICAL SAMPLE POINT

GENERAL UTILITY NOTES:

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4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION FROM DIGITAL COORDINATES BY A SURVEYOR UTILIZING AS A MINIMUM A GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE SOLELY AT THE SURVEYOR'S RISK.
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6. THE CONTRACTOR AT ITS DISCRETION CAN INSTALL UTILITIES WITH PROPER FITTING AND RISERS TO WORK WITHIN THE PROPOSED GRADES PROVIDED THE MINIMUM PIPE SEPARATIONS ARE MET. COORDINATE WITH THE CITY INSPECTOR AT ALL TIMES.
7. THE CONNECTION OF THE RELOCATED UTILITIES TO THE EXISTING MAINS SHALL BE COORDINATED WITH THE CITY UTILITY INSPECTOR DURING OFF PEAK USE.
8. THE CONTRACTOR SHALL DETERMINE ITS METHOD AND SEQUENCE TO INSTALL THE RELOCATED UTILITIES.

WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

Sunshine 811 — Always call 811 before you dig

NOTE: ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

REVISIONS

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CITY OF ORMOND BEACH FLORIDA

SITE UTILITY PLAN (2 OF 2)

O.B. SPORTS COMPLEX

700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:

C601

FDEP WATER NOTES:

1. ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
2. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61.
3. ALL PROPOSED WATER MAINS SHALL BE FLUSHED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH AWWA SPECIFICATIONS C-651 AND THE FDEP PROTECTION REQUIREMENTS.
4. POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED FOR PRESSURE AND LEAKAGE IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE IRON PIPES AND C605 FOR PVC PIPES, RESPECTIVELY.
5. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
6. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
7. POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:
   A. DUCTILE IRON PIPE (3 INCHES TO 54 INCHES) - AWWA C150 AND AWWA C151;
   B. PVC PIPE
      (1) AWWA C900/ASTM 1784 (1 INCH TO 12 INCHES) WITH CL200 MINIMUM;
      (2) AWWA C905 (14 INCHES TO 48 INCHES);
8. ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-10, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
9. NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
10. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
11. ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH RESTRAINED JOINTS TO PREVENT MOVEMENT.
12. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.
13. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
14. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE INSTALLED AS INDICATED IN SCHEDULE FOR F.A.C. RULE 62-555.314 THIS DRAWING.
15. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
16. IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR;
   A. PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE DEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR
   B. IN CASE OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.

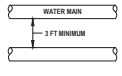
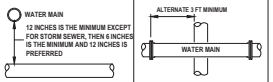
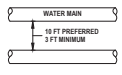
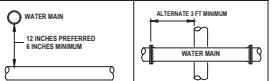
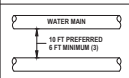
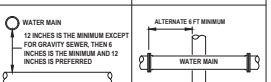
FDEP WASTEWATER NOTES:

1. APPROPRIATE DEFLECTION TEST ARE SPECIFIED FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATIONS, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURE; AND 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.
2. LEAKAGE TEST ARE SPECIFIED REQUIRING THAT: 1) THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM; 2) EXFILTRATION OR INFILTRATION TEST BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; AND 3) AIR TEST, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND OTHER MATERIAL APPROPRIATE TEST PROCEDURES.
3. MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE REQUIRED. AIR TESTING SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.
4. SUITABLE COUPLINGS COMPLYING WITH ASTM SPECIFICATIONS ARE REQUIRED FOR JOINING DISSIMILAR MATERIALS.
5. CONCRETE MANHOLES SHALL HAVE THE FOLLOWING: 1) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SEALED WITH NON-SHRINK MORTAR OR OTHER APPROPRIATE MATERIAL; 2) INLET AND OUTLET PIPES BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATERTIGHT CONNECTION OR ANOTHER WATERTIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL; 3) WATERTIGHT MANHOLE COVERS BE USED WHEREVER THE TOPS MAY BE FLOODED BY STREET RUNOFF OR HIGH WATER.

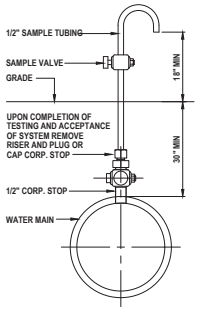
TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

ASTM D 2321 MATERIAL CLASS	ASTM D 2487 USCS SOIL GROUP	MATERIAL TYPE	% PASSING			ATTERBERG LIMITS	
			1-1/2 IN.	NO. 4	NO. 200	LL	PI
IA	NONE	MANUFACTURED OPEN GRADED AGGREGATES	100%	≤ 10%	< 5%	NON-PLASTIC	
1B	NONE	MANUFACTURED DENSE GRADED AGGREGATES	100%	≤ 50%	< 5%	NON-PLASTIC	
II	GW	COARSE-GRAINED SOILS, CLEAN	100%	< 50% OF "COARSE FRACTION"	< 5%	NON-PLASTIC	
	GP			> 50% OF "COARSE FRACTION"			
	SW						
	SP						
III	GM	COARSE-GRAINED SOILS W/ FINES	100%	< 50% OF "COARSE FRACTION"	12% TO 50%		< 4 OR < "A" LINE
	GC						< 7 OR > "A" LINE
	SM			> 50% OF "COARSE FRACTION"			> 4 OR < "A" LINE
	SC						> 7 OR > "A" LINE
IV-A	ML	FINE-GRAINED SOILS	100%	100%	100%	< 50	< 4 OR < "A" LINE
	CL						> 7 OR > "A" LINE

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314 SCHEDULE:

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)			
VACUUM SANITARY SEWER			
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)			
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 FT MINIMUM (3)	——	——

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.



BACTERIOLOGICAL SAMPLE POINT DETAIL:

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, PE — LICENSED PROFESSIONAL ENGINEER — NO. 52784 — STATE OF FLORIDA — NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

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CITY OF ORMOND BEACH FLORIDA

MISCELLANEOUS UTILITY DETAILS & NOTES

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	N/A

SHEET NUMBER:
C700

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS ARE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. WATER SERVICES (SINGLE 1"): SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET.
10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
    A. STANDARD GATE VALVES LESS THAN 48" DIAMETER - RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
    B. MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL, (AWWA C - 509)
    C. EPOXY COATED (AWWA C - 550)

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES
WATER SYSTEM CONSTRUCTION
INDEX W-1A
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GENERAL NOTES
WATER SYSTEM CONSTRUCTION

12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
14. HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAINS TO WHICH HYDRANTS ARE CONNECTED SHALL BE 8 INCHES MINIMUM.
15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE SHALL ALWAYS FACE THE STREET AND BE 18-24" ABOVE GRADE.
16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
17. ALL WATER MAINS SHALL BE NSF-APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY.
18. ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIG, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY TESTED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
19. WATER MAINS SHALL BE AWWA C-900 CL 150, OR D.I.P CLASS 350 STANDARD CEMENT LINED AWWA C-104.
20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY ALL APPLICABLE DEPARTMENTS, AND THAT CERTIFIED AS-BUILT DRAWINGS (3 SETS) ARE PROVIDED TO THE CITY PRIOR TO PAVING AND ANY USE OF THE SYSTEM. SEE M-1A & M-1B FOR AS-BUILT REQUIREMENTS.
21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENT SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
22. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO BE EPOXY COATED IN ACCORDING WITH AWWA C-550

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES
WATER SYSTEM CONSTRUCTION
INDEX W-1B
MAY 2020

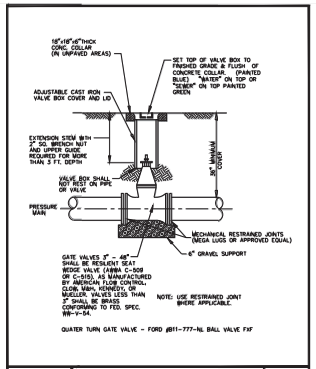
GENERAL NOTES
WATER SYSTEM CONSTRUCTION

23. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR.
24. ALL WATER SERVICES SHALL BE MARKED WITH A "_" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
25. ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
26. UNIFLANGE 1400 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT, AS REQUIRED BY RESTRAINT TABLE.
27. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
28. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
29. ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.
30. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S ENGINEERING & PLANNING DEPARTMENT BEFORE FINAL INSPECTION AT COMDEVBOR@ORMONDBEACH.ORG.
31. PIPING FOR RAW WATER SHALL BE WHITE FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE WHITE WITH LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL BE CONTINUOUSLY READ "CAUTION – RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.
32. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

DIAMETER	MATERIAL	STANDARD
2" – 4"	PVC 1120 / SDR 21	ASTM D 2241
4" – 12"	PVC DR-18	AWWA C 900
4" – 12" SCH/CIOD FIRE LINE	PVC DR-14	AWWA C 900
14" – 36" (DR 18 – 14) (DR 25 – 18)	PVC 1120	AWWA C 905
ALL SIZES	HDPE SDR 9 OR 11	ASTM F 714

NOTE: NO PIPE, VALVE SHALL BE USED FOR POTABLE WATER MAIN THAT HAS BEEN USED FOR ANY OTHER PURPOSE OTHER THAN POTABLE WATER MAIN.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES
WATER SYSTEM CONSTRUCTION
INDEX W-1C
MAY 2020



STANDARD CONSTRUCTION DETAIL
GATE VALVE AND VALVE BOX
NTS
INDEX W-2
MAY 2020

SCHEDULE OF LENGTHS OF RESTRAINED PVC PIPE (FT.)

PIPE SIZE (IN.)	FITTING 1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
4"	20	18	18	18	45
6"	28	18	18	18	63
8"	36	18	18	18	82
10"	44	28	18	18	98
12"	50	21	18	18	116
14"	57	24	18	18	132
16"	63	26	18	18	146
18"	69	29	18	18	163
20"	75	31	18	18	179
24"	87	36	18	18	208
30"	102	42	20	18	248

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.
TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.

TABLE APPLIES TO PVC PIPE FOR THE FOLLOWING CONDITIONS: TEST PRESSURE: 150 PSIG COVER DEPTH: 2.5 FEET SAFETY FACTOR: 1.5 TRENCH TYPE: 3

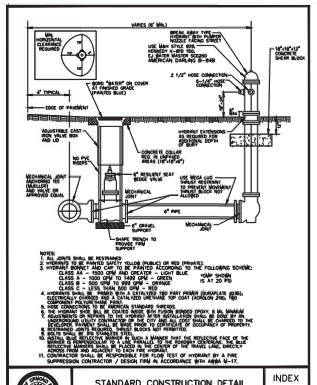
SCHEDULE OF LENGTHS OF RESTRAINED DIP (FT.)

PIPE SIZE (IN.)	FITTING 1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
4"	21 (26)	18 (18)	18 (18)	18 (18)	37 (55)
6"	30 (36)	18 (18)	18 (18)	18 (18)	52 (78)
8"	38 (45)	18 (18)	18 (18)	18 (18)	67 (100)
10"	45 (54)	18 (22)	18 (18)	18 (18)	81 (122)
12"	52 (63)	22 (26)	18 (18)	18 (18)	94 (141)
14"	60 (72)	25 (30)	18 (18)	18 (18)	107 (160)
16"	66 (80)	27 (33)	18 (18)	18 (18)	120 (180)
18"	74 (87)	31 (36)	18 (18)	18 (18)	132 (198)
20"	80 (94)	33 (39)	18 (18)	18 (18)	144 (216)
24"	92 (108)	38 (45)	18 (22)	18 (18)	167 (250)
30"	115 (135)	48 (56)	23 (27)	18 (18)	199 (298)
36"	69 (82)	28 (34)	18 (18)	18 (18)	170 (204)
42"	76 (92)	31 (37)	18 (18)	18 (18)	191 (229)
48"	90 (106)	40 (46)	18 (18)	18 (18)	212 (254)

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.
TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.
VALUES IN PARENTHESIS ARE FOR PIPE ENCASED IN POLYETHYLENE.

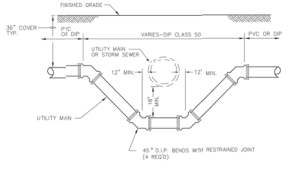
TABLE APPLIES TO D.I.P. FOR THE FOLLOWING CONDITIONS: TEST PRESSURE: 150 PSIG SOIL TYPE: 3 COVER DEPTH: 2.5 FEET SAFETY FACTOR: 2 TRENCH TYPE: 2

STANDARD CONSTRUCTION DETAIL
PVC AND D.I.P. RESTRAINED JOINT TABLE
INDEX W-5
MAY 2020



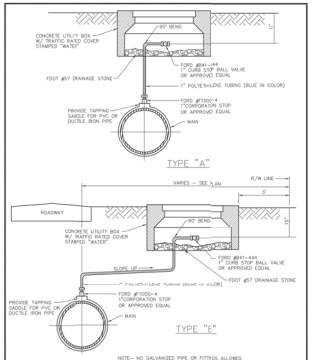
NOTES:
1. ALL JOINTS SHALL BE RESTRAINED.
2. HYDRANTS TO BE PAINTED SAFETY YELLOW (RUSTOLEUM RED PRIMER).
3. HYDRANT SHALL BE PAINTED WITH A REFLECTIVE TRAFFIC PAINT IN THE FOLLOWING SCHEME:
   CLASS AA – 1000 GPM AND GREATER – LIGHT BLUE. *CAP SHOWS
   CLASS A – 1000 GPM TO 1499 GPM – GREEN
   CLASS B – 500 GPM TO 999 GPM – ORANGE
   CLASS C – LESS THAN 500 GPM – RED
4. HYDRANTS SHALL BE PAINTED WITH A REFLECTIVE TRAFFIC PAINT AVAILABLE FROM TRAFFIC PAINT & CHEMICAL CORP. (800) 323-7668 OR EQUAL. THE COLOR SCHEME AND PAINTING SHALL BE AS DIRECTED BY THE CITY.
5. HOSE CONNECTIONS TO BE MECHANICAL STANDARD THREADS.
6. ALL HYDRANTS SHALL BE INSTALLED WITH A 6" MECHANICAL JOINT GATE VALVE AND A MINIMUM OF 6" DIAMETER PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE ONLY FOR THE UNDERGROUND UTILITY CONNECTION OF THE CITY (NOT ITS) GATE VALVE AS CHARGED TO THE CONTRACTOR BY THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF HYDRANTS THROUGHOUT CONSTRUCTION. HYDRANTS SHALL BE BLOCKED NOT PERMITTED.
7. BOLTS SHALL BE 316 STAINLESS STEEL.
8. ALL PIPE, FITTINGS, VALVES, AND HYDRANTS SHALL BE PROTECTED FREE OF THE DEPOSITS OF CONCRETE, MORTAR, SOIL, OR OTHER FOREIGN MATERIALS. ALL PIPE SHALL BE CLEANED OF ANY FOREIGN MATERIALS BEFORE BEING PLACED IN THE TRENCH. ANY DEBRIS, DIRT, OR OTHER FOREIGN MATERIALS REMOVED FROM THE INTERIOR OF PIPE SHALL BE DISPOSED OF IN A LEGAL MANNER.
9. ALL PIPE, FITTINGS, VALVES, AND HYDRANTS SHALL BE PROTECTED FREE OF THE DEPOSITS OF CONCRETE, MORTAR, SOIL, OR OTHER FOREIGN MATERIALS. ALL PIPE SHALL BE CLEANED OF ANY FOREIGN MATERIALS BEFORE BEING PLACED IN THE TRENCH. ANY DEBRIS, DIRT, OR OTHER FOREIGN MATERIALS REMOVED FROM THE INTERIOR OF PIPE SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR FLOW TEST OF HYDRANT BY A FIRE SUPPRESSION CONTRACTOR / DESIGN FIRM IN ACCORDANCE WITH AWWA M-17.

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
NTS
INDEX W-8
MAY 2020



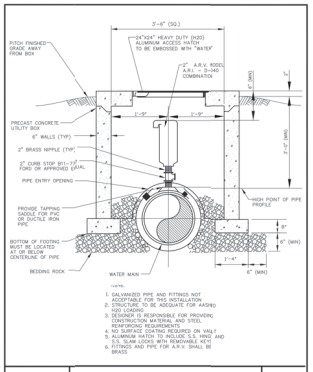
NOTE: ABOVE DETAIL TO BE UTILIZED IF CONTRACTOR CANNOT MAINTAIN 18" CLEAR BETWEEN MAINS BY DEFLECTING PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

STANDARD CONSTRUCTION DETAIL
PIPE CROSSING
NTS
INDEX W-9B
MAY 2020



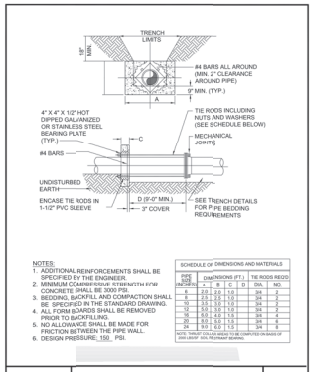
NOTE– NO GALVANIZED PIPE OR FITTIGS ALLOWED.

STANDARD CONSTRUCTION DETAIL
MANUAL AIR RELEASE VA.VE
NTS
INDEX W-10A
MAY 2020



NOTES:
1. GALVANIZED PIPE AND FITTINGS NOT ACCEPTABLE FOR THIS INSTALLATION.
2. ALL PIPE SHALL BE EPOXY COATED FOR ASHING (SEE LEGEND).
3. DESIGNER IS RESPONSIBLE FOR PROVIDING CONSTRUCTION MATERIAL AND STEEL REINFORCING REQUIREMENTS.
4. ALL BOLTS SHALL BE STAINLESS STEEL.
5. ALUMINUM HATCH TO INCLUDE S.S. HINGE AND S.S. SLAM LOCKS WITH REMOVABLE KEY.
6. FITTINGS AND PIPE FOR A.R.V. SHALL BE BRASS.

STANDARD CONSTRUCTION DETAIL
AUTOMATIC AIR RELEASE VALVE
(WATER MAIN)
NTS
INDEX W-10B
MAY 2020



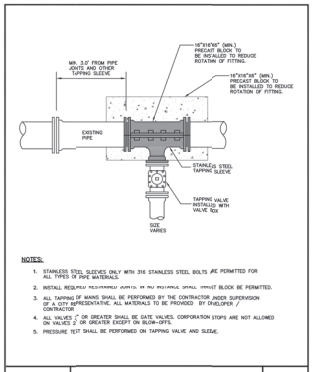
NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE SPECIFIED BY THE ENGINEER.
2. MINIMUM CONCRETE STRENGTH AT 28 DAYS SHALL BE 3000 PSI.
3. BEDDING, BACKFILLING AND COMPACTION SHALL BE SPECIFIED ON THE STANDARD DRAWING.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILLING.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL.
6. DESIGN PRESSURE: 150 PSI.

SCHEDULE OF DIMENSIONS AND MATERIALS

PIPE SIZE (INCHES)	DIMENSIONS (FT.) A	B	C	D	TIE RODS REQ'D DIA.	NO.
4	2.5	2.5	1.0		3/4	2
6	2.5	2.5	1.0		3/4	2
8	3.0	3.0	1.0		3/4	2
12	3.5	3.5	1.5		3/4	2
16	4.0	4.0	1.5		3/4	4
20	4.5	4.5	1.5		3/4	4
24	5.0	5.0	1.5		3/4	6

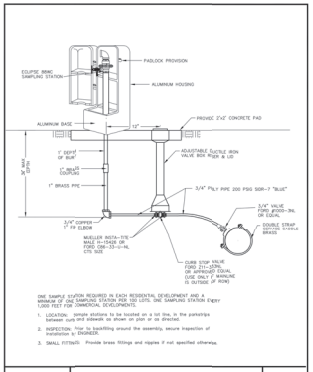
NOTE: THRUST COLLAR NEEDS TO BE CONSTRUCTED ON BOTH SIDES OF VALVE FOR PROPER BEARING.

STANDARD CONSTRUCTION DETAIL
WATER MAIN THRUST COLLAR
NTS
INDEX W-16
MAY 2020



NOTES:
1. STAINLESS STEEL SLEEVES ONLY WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
2. INSTALL RESILIENT RESTRAINED JOINTS IN NO RESTRAINED SPOOL THAT BLOCK BE PERMITTED.
3. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR UNDER SUPERVISION OF THE CITY'S REPRESENTATIVE. ALL MATERIALS TO BE PROVIDED BY DEVELOPER / CONTRACTOR.
4. ALL VALVES 3" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ARE NOT ALLOWED ON VALVES 2" OR GREATER EXCEPT ON SLOW-OFFS.
5. PRESSURE TEST SHALL BE PERFORMED ON TAPPING VALVE AND SLEEVE.

STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
NTS
INDEX W-17
MAY 2020



ONE SAMPLE STATION REQUIRED IN EACH RESIDENTIAL DEVELOPMENT AND A MINIMUM OF ONE SAMPLING STATION PER 100 LOTS. ONE SAMPLING STATION EVERY 1,000 FEET FOR COMMERCIAL DEVELOPMENTS.

1. LOCATION: sample stations to be located on a lot line, in the parkstrips between curb and sidewalk as shown on plan or as directed.
2. INSPECTION: Prior to backfilling around the assembly, secure inspection of installation by ENGINEER.
3. SMALL FITTINGS: Provide brass fittings and nipples if not specified otherwise.

STANDARD CONSTRUCTION DETAIL
WATER SAMPLING STATION
NTS
INDEX W-20
AUG 2021

REVISIONS

DATE	DESCRIPTION

ROGER W. STRICKLA, PE — NO. 52784 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL

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LC# 0000357
LB# 0003812

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CITY OF ORMOND BEACH
STANDARD DETAILS & NOTES

O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	VARIES

SHEET NUMBER:
C701

SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL)
3. ALL SANITARY SEWER LINES SHALL BE PVC-SDR 26, IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
   8" PIPE 0.40%
   10" PIPE 0.30%
   12" PIPE 0.22%
5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION, SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
8. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 LINEAR FEET, TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
10. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED (12) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION – M10).
12. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
13. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.

STANDARD CONSTRUCTION DETAIL – GENERAL NOTES – SANITARY SEWER CONSTRUCTION — INDEX S-1A — MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

14. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
15. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
16. DOGHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORMOND BEACH
17. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT NO LINT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE, WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
19. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
20. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
21. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRU SURE-GRIP, RAVEN, SEWERCOAT, GREEN MONSTER, OR PRE-APPROVED EQUAL.
22. SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
23. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEVISE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TELEVISING PROCESS. THE DVD AND/OR CD SHALL INCLUDE AUDIO DESCRIBING WHAT IS BEING VIEWED. WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL – GENERAL NOTES – SANITARY SEWER CONSTRUCTION — INDEX S-1B — MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

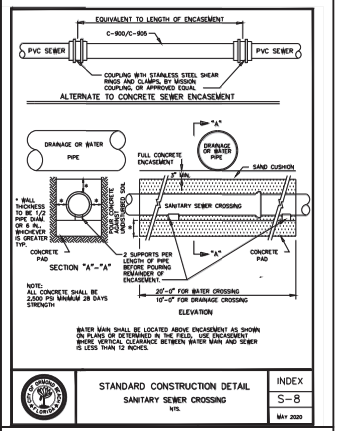
24. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR EQUIVALENT. LINERS SHALL BE INSTALLED FROM TOP TO BOTTOM. IN ADDITION THE CITY MAY REQUIRE LINERS BE CONSTRUCTED IN ANY MANHOLE LOCATED IN LOW AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
25. ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS, SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STIRRONE FITTINGS SHALL BE ALLOWED.
26. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT 'V' OR BY A METAL TAB SET INTO THE PAVEMENT.
27. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 8" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
28. ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
29. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY MITERLL IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
30. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
31. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION SHALL BE BY INSTALLATION OF A BLADDER-PLUG PLACED AT THE CONNECTION POINT. THE BLADDER SHALL BE INFLATED WITH AIR AND REMAIN IN PLACE UNTIL SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS

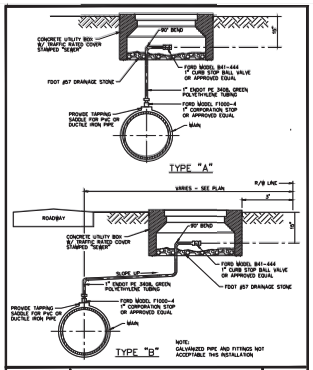
DIAMETER	MATERIAL	STANDARD
2" – 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" – 12"	PVC 1120 / CLASS 100	AWWA C 900
14" – 36" (16" – 24" — DR – 18) (30" – 36" — DR – 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

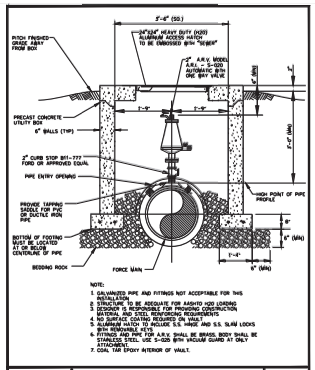
STANDARD CONSTRUCTION DETAIL – GENERAL NOTES – SANITARY SEWER CONSTRUCTION — INDEX S-1C — MAY 2020



STANDARD CONSTRUCTION DETAIL – SANITARY SEWER CROSSING — INDEX S-8 — MAY 2020



STANDARD CONSTRUCTION DETAIL – MANUAL AIR RELEASE VALVE — INDEX S-10A — MAY 2020



STANDARD CONSTRUCTION DETAIL – AUTOMATIC AIR RELEASE VALVE (FORCE MAIN) — INDEX S-10B — MAY 2020

1. 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.
2. 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.
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.
6. BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.
8. 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.
9. 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.
10. 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.
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.
12. 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.

STANDARD CONSTRUCTION DETAIL – STORM DRAINAGE CONSTRUCTION NOTES — INDEX ST-1A — MAY 2020

13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.
14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.
15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:

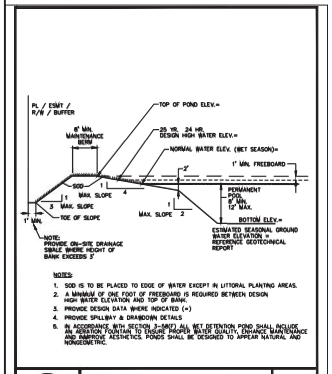
PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400

16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SODDED.
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.
25. 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.

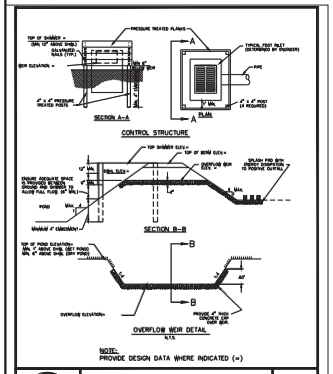
STANDARD CONSTRUCTION DETAIL – STORM DRAINAGE CONSTRUCTION NOTES — INDEX ST-1B — MAY 2020

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.
29. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.
30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNELED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.
31. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER TO TELEVISE ANY AND ALL STORM SEWER PIPE SYSTEMS IN THE PRESENCE OF THE CITY INSPECTOR BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE DVD SHALL BE IN HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE DVD SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. COPIES OF DVD SHALL BE SUBMITTED IN DVD FORMAT ACCOMPANIED BY WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY.
32. IN ACCORDANCE WITH SECTION 3-56(F) ALL WET DETENTION PONDS SHALL INCLUDE AN AERATION FOUNTAIN TO ENSURE PROPER WATER QUALITY, ENHANCE MAINTENANCE, AND IMPROVE AESTHETICS. PONDS SHALL BE DESIGNED TO APPEAR NATURAL AND NON-GEOMETRIC.

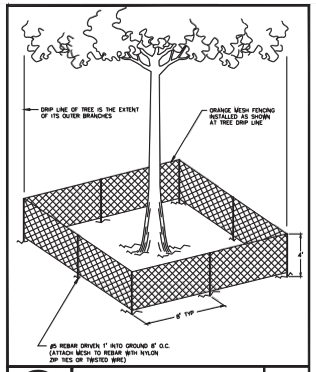
STANDARD CONSTRUCTION DETAIL – STORM DRAINAGE CONSTRUCTION NOTES — INDEX ST-1C — MAY 2020



STANDARD CONSTRUCTION DETAIL – WET RETENTION POND — INDEX ST-5 — MAY 2020



STANDARD CONSTRUCTION DETAIL – SKIMMER DETAIL — INDEX ST-8 — MAY 2020



STANDARD CONSTRUCTION DETAIL – TREE BARRICADE — INDEX LS-4 — MAY 2020

REVISIONS	
DATE	DESCRIPTION

ROGER W. STRICLA, P.E. — STATE OF FLORIDA — NO. 52784 — PROFESSIONAL ENGINEER — NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL

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CITY OF ORMOND BEACH
STANDARD DETAILS & NOTES
O.B. SPORTS COMPLEX
700 HULL ROAD
ORMOND BEACH, FLORIDA 32174

PROJECT No:	240806
DATE:	MARCH 18, 2025
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	VARIES

SHEET NUMBER: **C702**

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. K- RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS-BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS REQUIRED TO ENSURE THAT THE ROADWAY CONSTRUCTION IS IN ACCORDANCE WITH THE RECORDED PLANS AND/OR SPECIFICATIONS. "AS-BUILT" ELEVATIONS SHALL BE SHOWN. THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE "EXISTING" AND DESIGNED PROFILE (RADE LINES) ALL STREET CENTERLINES OR "AS-BUILT" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT TOP OF BANK AND TOE OF SLOPE ON BOTH SIDES OF THE WATERWAY WILL BE SUFFICIENT TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CONSTRUCTION. WHERE LAKES, WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK AND/OR FROM TOP-OF-BERM TO TOP-OF-BERM. CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS-BUILT."

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR "AS-BUILT" DRAWINGS
INDEX M-1A
MAY 2020

13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES ETC. SHALL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT. THIS TO CLEARLY INDICATE IT AS "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW – OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY DISTANCE FROM THE NEAREST SEWER MANHOLE. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR PRIOR OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY, THE "AS-BUILT" PLANS SHALL DEPICT THE LOCATION OF THE EASEMENT FULLY AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS ARE WITHIN THE EASEMENT AND THAT FUTURE SUBSURFACE EXCAVATIONS TO PERFORM REMOVAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SITE DOCUMENTATION AND THE EASEMENT SHALL BE RECORDED PRIOR TO FINAL INSPECTION. IF THE EASEMENT IS NOT READY FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT, UPON CITY APPROVAL THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH SIGNED AND SEALED CERTIFICATION STATEMENT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER FOR ALL PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS" ALONG WITH 1 SET CERTIFIED 11"x17" AND 1 CD-ROM CONTAINING AUTO-CAD FILES AND PDF VERSIONS SHOWING ALL "AS-BUILT" INFORMATION. THE CD-ROM SHALL BE SIGNED AND SEALED BY THE LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE W "AS-BUILT" INFORMATION SHALL BE IN STATE PLANE COORDINATE FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83)
23. ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, SYMBOLOGY AND LAYERING SHALL BE USED IN SUCH A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION.
24. ALL "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS BUILT DRAWINGS
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GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SDCSS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEVBORN@BEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVED UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEVBORN@BEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE NPDES 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 COMDEVBORN@BEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES
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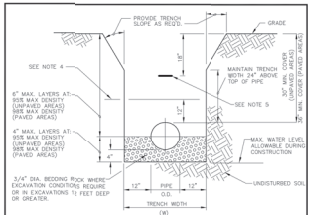
MAY 2020



PIPE INSTALLATION DETAIL

NOTES:
1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
5. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

STANDARD CONSTRUCTION DETAIL
PIPE INSTALLATION
NTS
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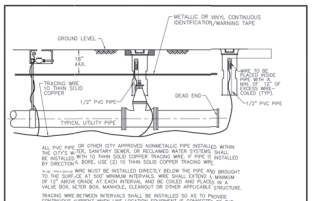
MAY 2020



ALL PVC PIPE OR OTHER CITY APPROVED NONMETALLIC PIPE INSTALLED WITHIN THE CITY'S POTABLE WATER, SANITARY SEWER, OR RECLAIMED WATER SYSTEMS SHALL BE INSTALLED WITH 12 THWN SOLID COPPER TRACING WIRE. IF PIPE IS INSTALLED BY DIRECTIONAL BORE, USE (2) 12 THWN SOLID COPPER TRACING WIRE.

NON-METALLIC WIRE MUST BE INSTALLED DIRECTLY BELOW THE PIPE AND BROUGHT UP AT ALL VALVES, SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND PIPING. A COIL OF 12" WIRE SHALL BE AT EACH HYDRANT AND BE COILED AND TIED BACK IN A VALVE BOX, METER BOX, MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE.

TRACING WIRE BETWEEN INTERVALS SHALL BE WRAPPED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED. ALL SPLICES TRACING WIRE BRANCHING FROM MAIN LINES SHALL BE MADE ONLY BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.

COLOR CODING:

POTABLE WATER SYSTEM:	BLUE
RECLAIMED WATER SYSTEM:	LAVENDER
SANITARY SEWER FORCE MAIN SYSTEM:	GREEN
RAW WATER MAIN SYSTEM:	WHITE

1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND PIPING. A COIL OF 12" WIRE SHALL BE AT EACH HYDRANT AND BE COILED AND TIED BACK TO THE WARN AND EXTEND TO THE CURB STOP.
2. FIRE SPRINKLER LINES AND MAIN SHALL CONNECT TO THE MAIN WITH (2) BELOW THE MAIN AND EXTEND TO THE RISER CONNECTION.
3. SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED BELOW THE FORCE MAIN AND ATTACHED TO ALL VALVES AND FITTINGS AND SHALL BE BROUGHT TO THE SURFACE AND PLACED IN A METAL, CITY APPROVED, VALVE BOX.
4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
5. WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.

STANDARD CONSTRUCTION DETAIL
UTILITY PIPE LOCATION MATERIALS
NTS
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MAY 2020

ES BMP 1.01
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

DEFINITION
A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

PURPOSE
TO REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.

CONDITIONS WHERE PRACTICE APPLIES
WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVES DIRECTLY ONTO A PUBLIC ROAD OR OTHER PAVED AREA.

PLANNING CONSIDERATIONS
CONSTRUCTION ENTRANCES PROVIDE AN AREA WHERE MUD CAN BE REMOVED FROM VEHICLES PRIOR TO ENTERING THE STATE OR LOCAL ROAD SYSTEM. ALL TRAFFIC LEAVING THE SITE MUST PASS OVER THE GRAVEL PAD. IT IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD. MUD THAT IS NOT REMOVED WILL BE TRACKED ONTO THE PUBLIC ROAD BY THE TIRES OF THE VEHICLES. PROVISIONS MUST BE MADE TO INTERCEPT THE MUD WHEN THE VEHICLES LEAVE THE GRAVEL PADS. IT IS RECOMMENDED THAT THE ENTRANCE BE CONSTRUCTED AT THE BEGINNING OF CONSTRUCTION AND IN CONJUNCTION WITH ANY STABILIZATION OF CONSTRUCTION ROADS. THIS WILL REDUCE THE AMOUNT OF MUD EVEN IF BY CONSTRUCTION VEHICLES.

DESIGN CRITERIA
AGGREGATE SIZE
FOOT AGGREGATE NO. 1 (1.5 – 15 INCH STONE) SHOULD BE USED.

ENTRANCE DIMENSIONS
AGGREGATE LAYER MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. THE MINIMUM LENGTH OF THE ENTRANCE MUST BE AT LEAST 50 FEET.

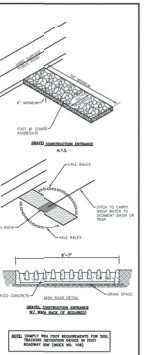
WASHING
IF CONDITIONS OF THE SITE ARE SUCH THAT THE MAJORITY OF THE MUD IS NOT REMOVED BY THE ABOVE TECHNIQUES BEFORE THE VEHICLE LEAVES THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING A PUBLIC ROAD. THIS WILL REQUIRE THE WASHING FACILITY TO BE LOCATED PRIOR TO A STONE PAD WHICH DRAINS TO SEDIMENT A WASH RACK OR SPRINKLER WILL HAVE TO BE PROVIDED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE. SEE DETAIL.

LOCATION
THE ENTRANCE SHOULD BE LOCATED TO PROVIDE FOR MAXIMUM UTILITY BY ALL CONSTRUCTION ACCESS.

INDICATE PROPOSED LOCATION OF GRAVEL CONSTRUCTION ENTRANCE ON THE GRADING PLAN.

CONSTRUCTION SPECIFICATIONS
THE AREA OF THE ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. THE GRADING SHALL BE PERFORMED TO PROVIDE FOR RUNOFF FROM THE PAD TO FLOW TO A SEDIMENT REMOVAL DEVICE OR SEDIMENT TRAPPING AREA. THE AGGREGATE SHALL BE PLACED AND COMPACTED ACCORDING TO SPECIFICATIONS. A WASH RACKS ARE TO MANUFACTURER'S SPECIFICATION.

MAINTENANCE
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENTS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.



NOTE: COMPLY With EDOT REQUIREMENTS FOR SOIL TRACKING WHERE ACCESS IS TO A STATE ROADWAY (SEE INDEX NO. 106)

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
NTS
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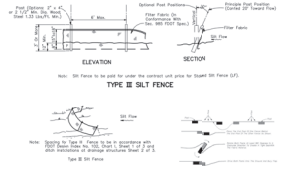
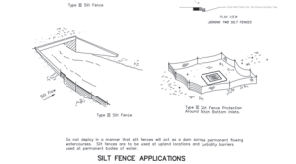


Note: Silt Fence to be used only under the contract unit price for Super Silt Fence (S.F).

TYPE III SILT FENCE



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used in upland locations and upstream of used on permanent bodies of water.

SILT FENCE APPLICATIONS

STANDARD CONSTRUCTION DETAIL
EROSION CONTROL – SILT FENCE
N/S
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CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS, MUST BE PROTECTED BY BARRICADES OR OTHER FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES SHALL BE REQUIRED DURING CONSTRUCTION AND RETAINED BALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRIERS IN PLACE PRIOR TO THE START OF CONSTRUCTION AND TO MAINTAIN THEM THROUGHOUT THE DURATION OF ANY EARTHWORK, INCLUDING PRELIMINARY SITE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, BATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMPS) AS REQUIRED. SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND BETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL LOCATIONS AS DEEMED NECESSARY BY THE CITY TO PROTECT OFF-SITE EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY TO ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS, WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE, WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED. ANY PROJECT THAT IS INACTIVE FOR A PERIOD OF 30 DAYS OR MORE THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF ORMOND BEACH.
8. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
9. A. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES
N/S
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MAY 2020

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

10. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE REMOVAL OF ALL VEGETATION AND TOPSOIL IS ALSO REQUIRED IN ALL OTHER AREAS WHERE GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
11. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD STATING THAT ALL TOPSOIL AND ORGANIC MATERIALS HAVE BEEN STRIPPED OF ORGANIC MATERIALS MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
10. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
11. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 200 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
12. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
13. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED 6-8 FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED WITHIN TWO WEEKS FOLLOWING THE PLACEMENT OF THE FINAL LIFT. STOCKPILE AREA IS TO BE SURROUNDED BY SILT FENCE FROM THE INITIAL LIFT.
14. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL DISTURBANCE AND DISPLACEMENT CAUSED BY WIND AND WATER. THE CONTRACTOR SHALL BE RESPONSIBLE TO ALLOW SOIL DISCHARGE ONTO THE ENTIRE LENGTH OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
15. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGAN

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - CDBG Division Avenue North Side Sidewalk Improvements		
Summary:	The purpose of this item is to provide public notice of the City's intent to advertise for competitive bidding the Community Development Block Grant (CDBG) Division Avenue North Side Sidewalk Improvements, 2025-17. On January 7, 2025, with the approval of Resolution 2025-21, the City Commission approved Subrecipient Agreement amendments with Volusia County for CDBG FY 2021-22 and FY 2022-23 for the use of excess funding derived from previously completed CDBG projects to be used for the Division Avenue North Side Sidewalk, a Department of Housing and Urban Development (HUD) approved eligible activity. The Division Avenue North Side Sidewalk Improvements work consists of removing an existing 4' foot non-Americans with Disabilities Act (ADA)-compliant deteriorated concrete sidewalk and replacing it with a new 5' foot ADA-compliant concrete sidewalk, including ADA-compliant detectable mats and curbing in strict accordance with ADA requirements on the north side of Division Avenue (from Bostrom Lane to South Ridgewood Avenue) per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section (from the east side of the South Washington Street sidewalk to Roosevelt Drive) and bid alternate #2 section (from Roosevelt Drive to South Ridgewood Avenue) will be included if sufficient funding is available.		
Financial Impact:	Funding for this project will be derived from CDBG FY 22-23 and CDBG FY 21-22 for a total project cost of $40,305.75 and will require a budget amendment if approved.		

Citizen Impact:	The construction of this new sidewalk will have short-term impacts on the residents and the public while the project is being completed. Upon completion, it will provide safe and ADA walkability within this neighborhood.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise the CDBG Division Avenue North Side Sidewalk Improvements for competitive bidding unless otherwise directed.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. CDBG Division Sidewalk Project Manual Final_04-09-25 2. FINAL_DIVISION AVE SIDEWALK DRAWINGS 3. 31B_Division_Sidewalks_Map_CDBG_2025
Approval:	Kelly McGuire, Finance Director 4/8/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/8/2025 Joyce Shanahan, City Manager 4/10/2025

CDBG – Division Avenue North Side Sidewalk Improvements

Bid No. 2025-17

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

CDBG Division Avenue North Side Sidewalk Improvements
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 **CDBG Division Avenue North Side Sidewalk Improvements, Bid No. 2025-17** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **May 28, 2025 at 2:00 p.m**., 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 an existing 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the north side of Division Avenue from Bostrom Lane to South Ridgewood Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from east side of South Washington Street sidewalk to Roosevelt Drive and bid alternate #2 section from Roosevelt Drive to South Ridgewood Avenue, will be included if sufficient funding is available.

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20230191, see **CDBG Requirements** in the project manual. 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 **May 15, 2025 at 2:30 p.m**., in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **May 19, 2025 at 5:00 p.m.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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: **CDBG – DIVISION AVENUE NORTH SIDE SIDEWALK IMPROVEMENTS**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2025-17**

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

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

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

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

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

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

Item No.	Description	Unit	Total Estimated Price
1.	Demolition from Bostrom Lane to East Side of South Washington Street Sidewalk for Existing 4' Sidewalk & curbing *Approximately 1,052 SF & 30 LF Curbing* Includes Removal and Disposal	LS	$_____
2.	Install from Bostrom Lane to East Side of South Washington Street Sidewalk for 5' ADA Sidewalk at 4" depth *Approximately 1,268 SF for Sidewalk & 30 LF for curbing modifications* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	$_____
3.	Install Three (3) ADA Detectable Warning Mats (FDOT Approved) from Bostrom Lane to Washington Street	LS	$_____

TOTAL BASE BID $_____
(Figures)

_____
(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 1:

1. Demolition from East Side of South Washington Street sidewalk to Roosevelt Drive for Existing 4' Sidewalk
   Approximately 803 SF for Sidewalk & Tree Removal
   Includes Removal and Disposal
   LS $_____

2. Install from East Side of South Washington Street sidewalk to Roosevelt Drive for 5' ADA Sidewalk at 4" depth
   Approximately 873 SF for Sidewalk
   Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete
   Complete Restoration (including Bahia sod)
   LS $_____

3. Install from East Side of South Washington Street sidewalk Right of way to Roosevelt Drive, Driveway Aprons at 6" depth
   Approximately 150 SF
   Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete
   Complete Restoration (including Bahia sod)
   LS $_____

4. Install One (1) ADA Detectable Warning Mats (FDOT Approved) from East Side of South Washington Street sidewalk to Roosevelt Drive
   LS $_____

TOTAL BID ALTERNATE 1 $_____
(Figures)

_____
(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 2:

1. Demolition from Roosevelt Drive to South Ridgewood Avenue for Existing 4' Sidewalk, Driveway Aprons & curbing
   Approximately 1,137 SF for Sidewalk, 92 SF for Aprons & 15 LF for curbing & palm, bush & brush removals
   Includes Removal and Disposal
   LS $_____

2. Install Roosevelt Drive to South Ridgewood Avenue for 5' ADA Sidewalk at 4" depth
   Approximately 1,248 SF for Sidewalk & 15 LF for curbing modifications
   Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete
   Complete Restoration (including Bahia sod)
   LS $_____

3. Install from Roosevelt Drive to South Ridgewood Avenue Right of Way Driveway Aprons at 6" depth
   Approximately 225 SF
   Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete
   Complete Restoration (including Bahia sod)
   LS $_____

4. Install Two (2) ADA Detectable Warning Mats (FDOT Approved) from Roosevelt Drive to South Ridgewood Avenue
   LS $_____

TOTAL BID ALTERNATE 2 $_____
(Figures)

_____
(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

TOTAL FOR BASE BID: **$**_____

TOTAL BID ALTERNATE 1: **$**_____

TOTAL BID ALTERNATE 2: **$**_____

Scope of Work

The work consists of removing an existing 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the north side of Division Avenue from Bostrom Lane to South Ridgewood Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from east side of South Washington Street sidewalk to Roosevelt Drive and bid alternate #2 section from Roosevelt Drive to South Ridgewood Avenue, will be included if sufficient funding is available. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval **prior** to construction**. Note: Proposed cross-slopes can't exceed 2%, and running slopes must be less than 5%. All new concrete will be flush with; or feathered into existing grade as to not create tripping hazards.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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 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

   (h) Human Trafficking Affidavit, Section 787.06, Florida Statutes

(i) **CDBG Requirements and Supplemental Conditions**

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)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(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.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Form Boards	
Limerock Base (as needed)	
3,000 PSI Concrete	
ADA Mats (FDOT Approved)	
Bahia Sod	

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 five (5) years-experience installing projects of a similar scope in nature with verifiable references in the following areas:

Contractor References

Municipal Projects

Project Name / City and State	Contact Information
1.	
2.	

3._____ _____

Concrete Sidewalks and/or Parking

Project Name / City and State Contact Information

1._____ _____

2._____ _____

3._____ _____

Projects Exceeding $75K as Prime Contractor

Project Name / City and State Contact Information

1._____ _____

2._____ _____

3._____ _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

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

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

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
   (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: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **CDBG Division Avenue North Side Sidewalk Improvements, Bid No. 2025-17** 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:

The work consists of removing an existing 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the north side of Division Avenue from Bostrom Lane to South Ridgewood Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from east side of South Washington Street sidewalk to Roosevelt Drive and bid alternate #2 section from Roosevelt Drive to South Ridgewood Avenue, will be included if sufficient funding is available.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CDBG Division Avenue North Side Sidewalk Improvements
Bid No. 2025-17

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 Dollars ($300.00)** 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:

CDBG Division Avenue North Side Sidewalk Improvements

and consisting of 3 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of **10** sheets numbered 1 through 10 inclusive and bearing the following general title:

CDBG Division Avenue North Side Sidewalk Improvements

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 18 , 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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

CDBG Division Avenue North Side Sidewalk Improvements
Bid No. 2025-17

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

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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:

CDBG Division Avenue North Side Sidewalk Improvements
Bid No. 2025-17

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be (number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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 of 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, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely 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 form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

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: **CDBG Division Avenue North Side Sidewalk Improvements, Bid No. 2025-17.**

The work consists of removing an existing 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the north side of Division Avenue from Bostrom Lane to South Ridgewood Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from east side of South Washington Street sidewalk to Roosevelt Drive and bid alternate #2 section from Roosevelt Drive to South Ridgewood Avenue, will be included if sufficient funding is available. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval prior to construction**.**

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20230191, see **CDBG Requirements** in the project manual. The work is shown on the Drawings and specified in the Project Manual.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure: N/A

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:

Agency:	Contact phone number:
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 FOR CDBG Division Avenue North Side Sidewalk Improvements

Bid Item No. 1 Demolition from Bostrom Lane to East Side of South Washington Street sidewalk for Existing 4' Sidewalk & Curbing

Payment for removing existing 4' wide concrete sidewalk, driveway aprons, and curbing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as specified on the drawings and project manual.

Bid Item No. 2 Install Bostrom Lane to East Side of South Washington Street sidewalk 5' ADA Compliant Sidewalk at 4" depth & ADA Compliant Curbing Modifications

Payment for constructing 5' ADA compliant sidewalk & ADA compliant curbing modifications at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install ADA Detectable Warning Mats from Bostrom Lane to East Side of South Washington Street sidewalk

Payment for installing ADA detectable warning mats, FDOT approved shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Also, includes relocation of sign and mailboxes. Payment shall be full compensation for all labor, material and equipment necessary to do the work.

Bid Alternates 1 & 2

Bid Item No. 1 Demolition of Existing 4' Sidewalk & Curbing Modifications as specified

Payment for removing existing 4' wide concrete sidewalk and curbing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as specified on the drawings and project manual.

Bid Item No. 2 Install of 5' ADA Compliant Sidewalk at 4" depth & ADA Compliant Curbing Modifications

Payment for constructing 5' ADA compliant sidewalk and ADA compliant curbing modifications at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install Right of Way Driveway Aprons at 6" depth

Payment for constructing right of way driveway aprons at 6" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 4 Install ADA Detectable Warning

Payment for installing ADA detectable warning mats, FDOT approved shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for all labor, material and equipment necessary to do the work.

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

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

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 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

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-along 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)

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.

2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars ($1,000,000.00). The survey shall be certified to the OWNER.

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 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 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

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.

B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.

C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

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 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 02822
SODDING (RESTORATION & AS NOTED)

PART I - GENERAL

1.01 SCOPE OF WORK:

A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE (N/A):

A Section 02441 - Landscape Irrigation System
B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

A. Submit representative sod samples for approval by Landscape Architect.

B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

A. Sod shall be Paspalum notatum (Bahia), with compacted growth and good root development. Provide for areas as shown on plans.

B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.

C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:

1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 -Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.

B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.

C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.

D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to

finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.

B. Alter completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.

C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.

B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.

C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.

D. Do not permit new lawn areas to grow in excess of 4" high for bahia and 4" high for St. Augustine during maintenance period.

E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 ACCEPTANCE:

A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used:

B. Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

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:

Class	Cement Content per cubic yard	Minimum 28-day Strength (lb. per sq. in.)
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 no contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly grades 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 AC1 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

Location Map



DIVISION AVENUE NORTH SIDE SIDEWALK IMPROVEMENTS
CDBG - 2025

Prepared By: The City of Ormond Beach
G.I.S. Department - February 11, 2025

N
W E
S
1 inch = 200 feet

CDBG Requirements

CDBG Requirements

Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions
Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

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

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as 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.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally

handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

17. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

18. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

19. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS | **U.S. Department of Housing And Urban Development** | HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

• Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

• If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false ….. shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

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

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

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

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

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

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

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

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

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 09/30/2026.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Submit Feedback

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

Submit Feedback

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20250274 01/03/2025

Superseded General Decision Number: FL20240274

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-043 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.23	1.36
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.18 **	0.00
LABORER: Common or General	$ 15.88 **	0.85
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 20.82	3.19
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.59	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.12 **	0.00
OPERATOR: Bulldozer	$ 21.25	1.57
OPERATOR: Crane	$ 31.54	0.00
OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 19.05	1.99
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.27	1.13
OPERATOR: Piledriver	$ 25.18	0.00
OPERATOR: Roller	$ 17.45 **	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 18.53	0.00
OPERATOR: Tractor	$ 16.00 **	0.68
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 15.92 **	0.00
TRUCK DRIVER: Dump Truck	$ 16.68 **	0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck......$ 20.76 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.......$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 21.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____ Signature: _____ Date: _____

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
    - A worker living within the service area of the project, as defined at §75.5; or
    - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

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Section 3 Project Requirements

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance. If the $200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

What are the required thresholds for section 3 projects?

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
  AND
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

What are the requirements of Prime Contractors for Section 3 projects?

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
  - These reports may be in the form of a letter, signed and on company letterhead
  - The report should include,
    - Explanation of all efforts made to meet the required thresholds (see below for examples)
    - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
    - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?
    - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
  - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
  - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
  - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
  - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
  - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Providing training or apprenticeship opportunities

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Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

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Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

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EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

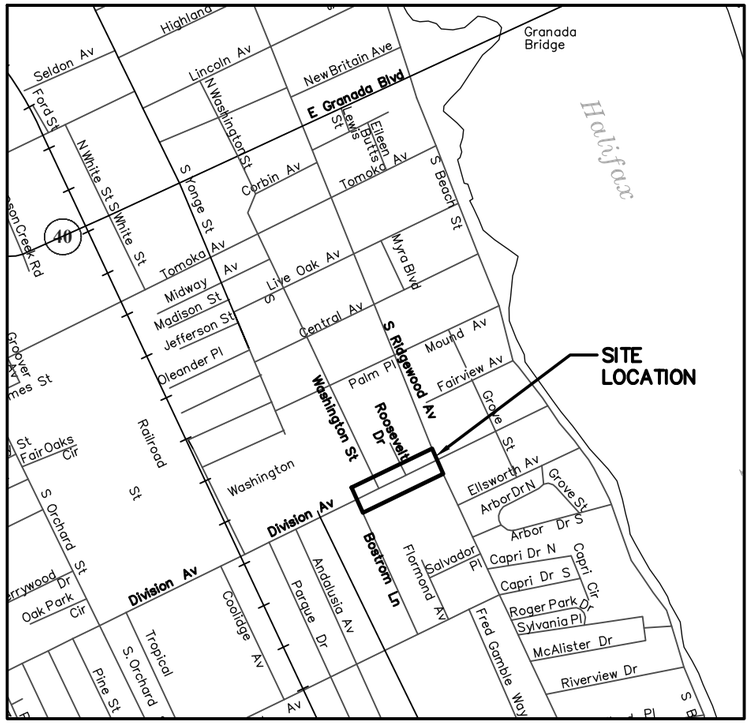
(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CITY OF ORMOND BEACH

CDBG - DIVISION AVENUE NORTH SIDE
SIDEWALK IMPROVEMENTS
BID NO.: 2025-17

▭ = SITE LOCATION



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	QUANTITIES
3	DEMOLITION PLAN
4	DEMOLITION PLAN
5	SIDEWALK PLAN
6	SIDEWALK PLAN
7	CONSTRUCTION DETAILS & NOTES
8	CONSTRUCTION DETAILS & NOTES
9	MOT: SIDEWALK CLOSURE FDOT 102-660
10	MOT: SIDEWALK CLOSURE FDOT 102-660

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2
KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

DRAWINGS ARE TO SCALE AT 11X17

PREPARED BY THE ENGINEERING DIVISION

QUANTITIES

DEMOLITION	BASE BID	ALT 1	ALT 2
PAY ITEMS	QTY.		
DEMO; CURBING (LF)	30	N/A	15
DEMO; CONCRETE SIDEWALK (SQFT)	1,052	803	1,137
DEMO; ASPHALT DRIVEWAY APRONS (SQFT)	N/A	N/A	92
DEMO; REMOVE TREES (1–12" PALM, 1–24" PINE)	N/A	1	1
DEMO; TRIM OR REMOVE BRUSH AS REQUIRED (LS)	N/A	1	1

CONSTRUCTION	BASE BID	ALT 1	ALT 2
PAY ITEMS	QTY.		
CONCRETE CURBING (LF)	30	N/A	15
CONCRETE SIDWALK; 5' WIDE (SQFT)	1,268	873	1,248
CONCRETE DRIVEWAY APRONS & SIDEWALK; 6" THICK (SQFT)	N/A	150	225
ADA DETECTABLE WARNING SURFACE (FDOT APPROVED) (EA)	3	1	2
COMPLETE SITE RESTORATION WITH BAHIA SOD (LS)	390 SQFT	302 SQFT	500 SQFT
	PLUS ALL DISTURBED AREAS ON NORTH SIDE OF THE SIDEWALK & OTHER AREAS		

– BIDDER IS RESPONSIBLE TO VERIFY ALL TAKEOFFS AS THIS IS A LUMP SUM BID. BID IN ACCORDANCE WITH THE PLANS, SCOPE AND SPECIFICATIONS.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

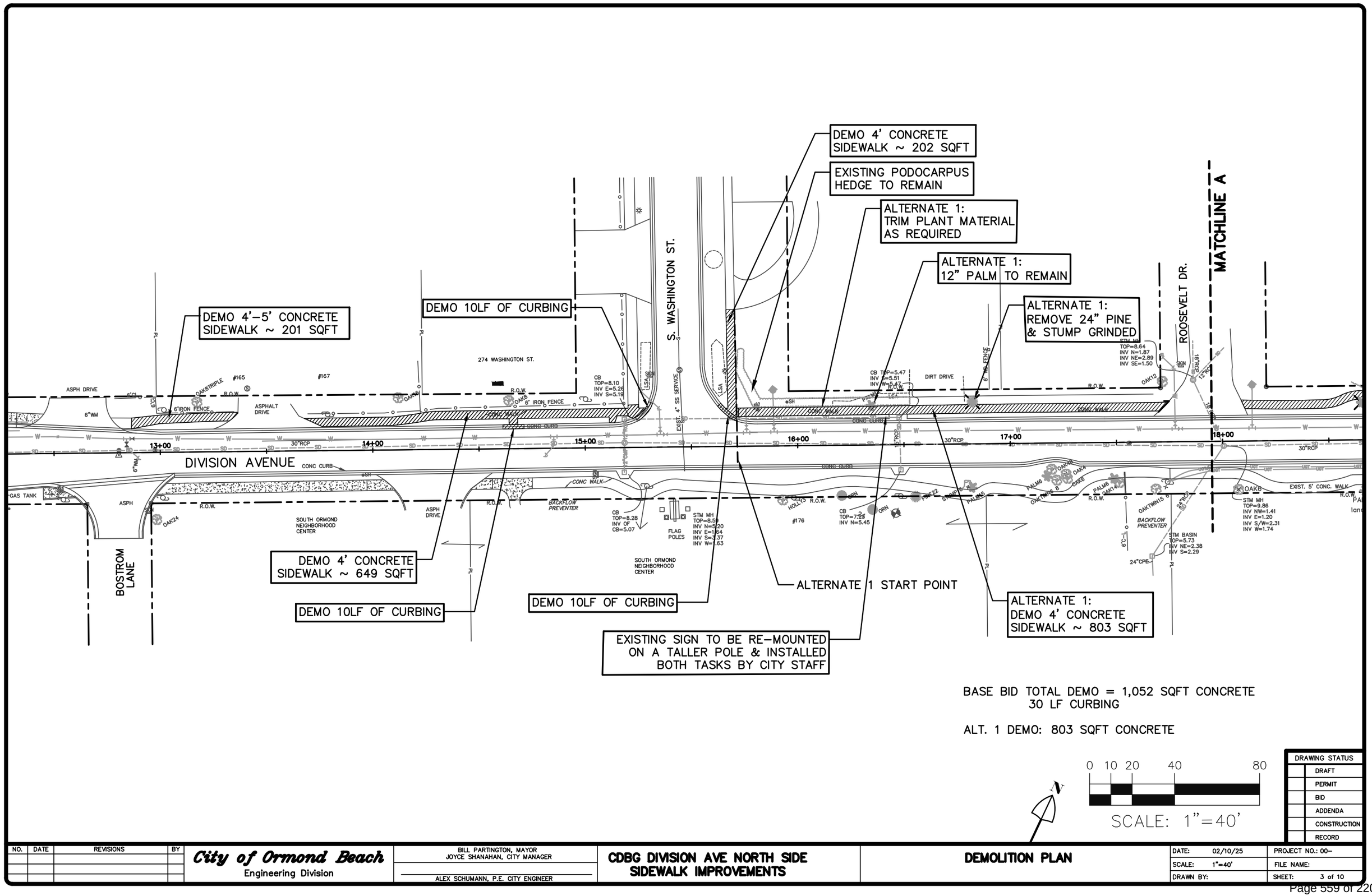
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE SIDEWALK IMPROVEMENTS

QUANTITIES

DATE: 02/10/25	PROJECT NO.: 00–
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 10



BASE BID TOTAL DEMO = 1,052 SQFT CONCRETE
30 LF CURBING

ALT. 1 DEMO: 803 SQFT CONCRETE

0 10 20 40 80

SCALE: 1"=40'

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

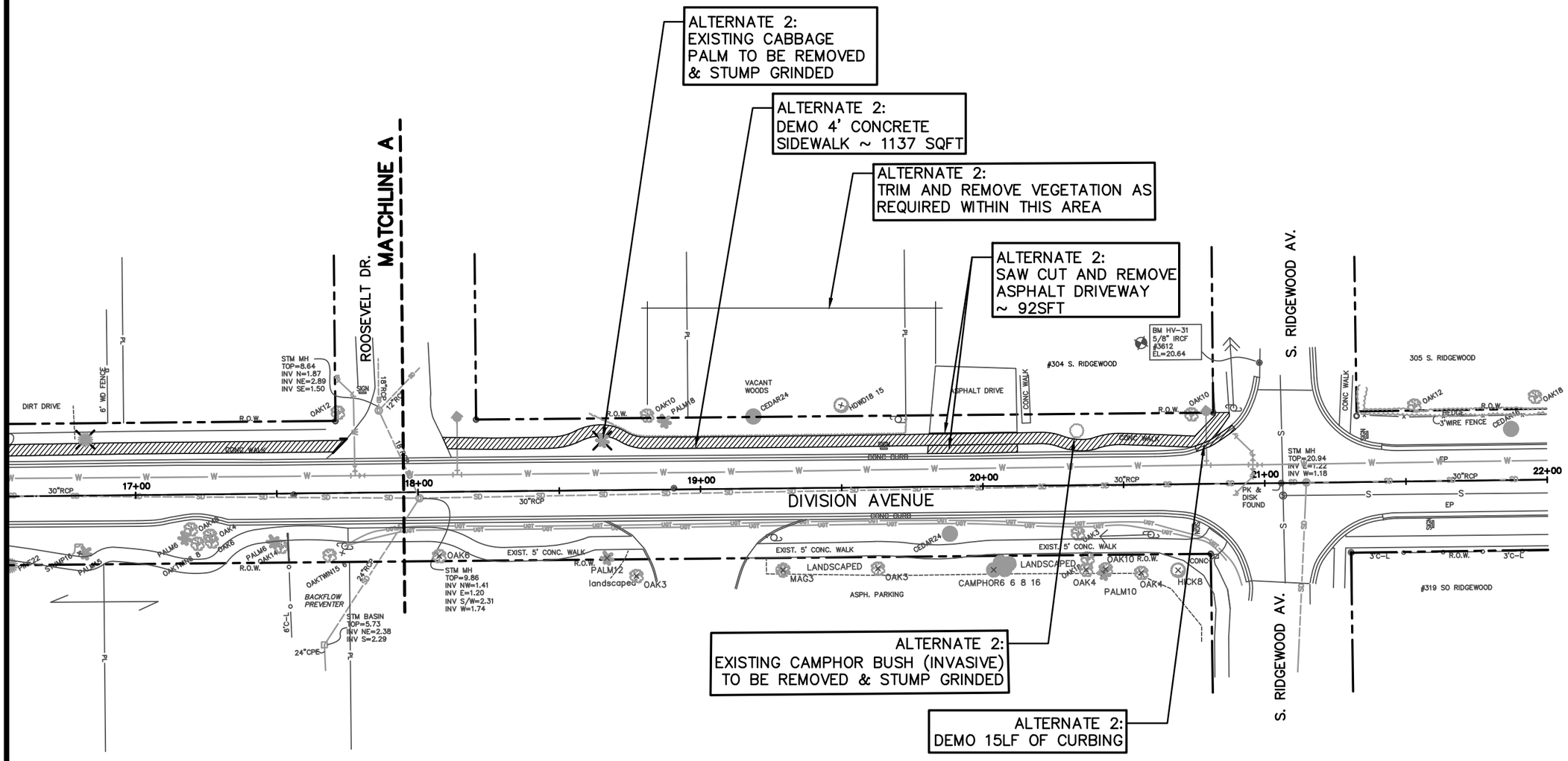
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE NORTH SIDE SIDEWALK IMPROVEMENTS

DEMOLITION PLAN

DATE: 02/10/25	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 3 of 10



ALT 2: TOTAL DEMO = 1,137 SQFT CONCRETE
15 LF CURBING
92 SQFT ASPHALT

0 10 20 40 80

SCALE: 1"=40'

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

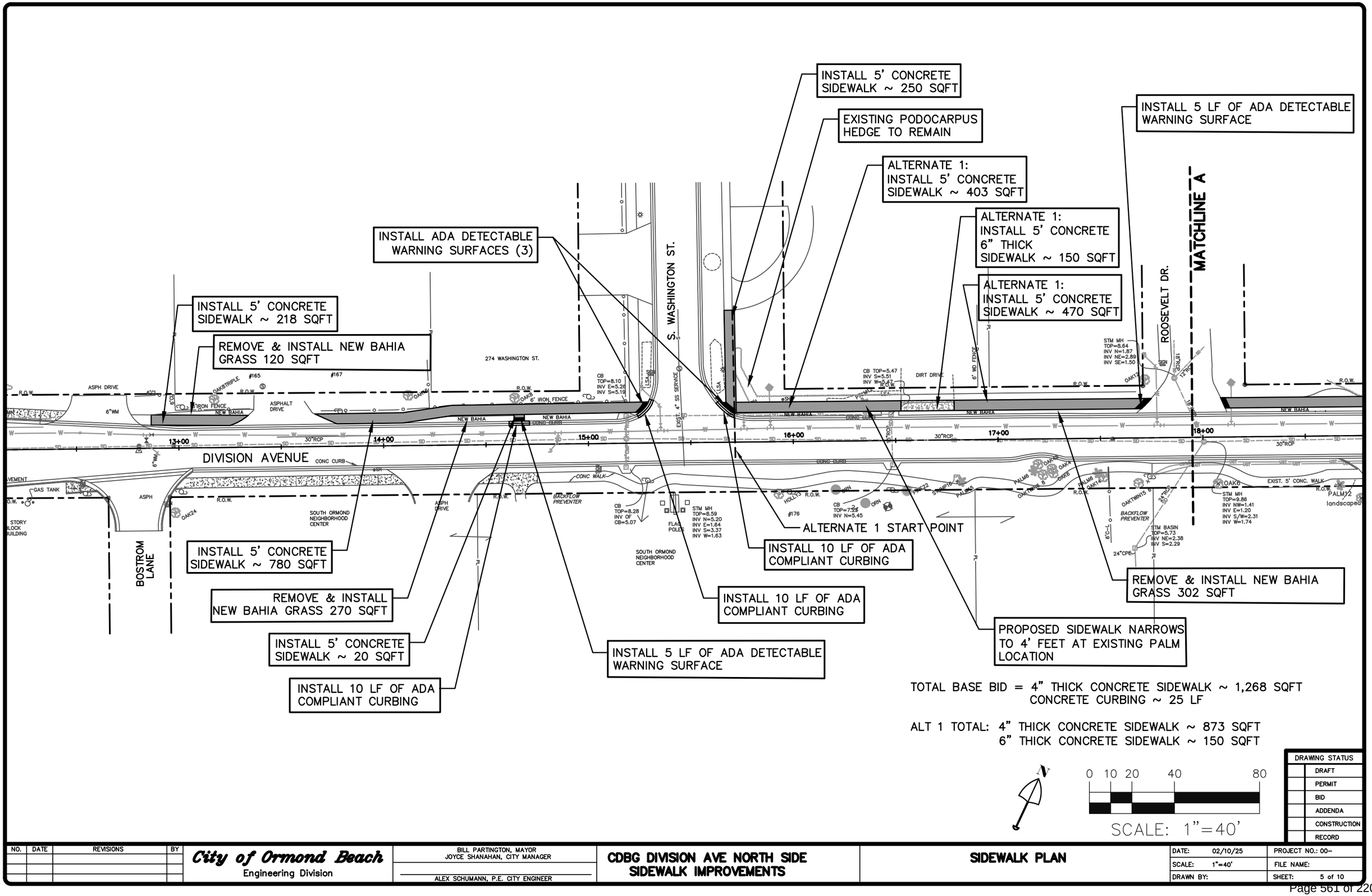
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE NORTH SIDE SIDEWALK IMPROVEMENTS

DEMOLITION PLAN

DATE: 02/10/25	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 4 of 10


INSTALL 5' CONCRETE SIDEWALK ~ 250 SQFT
EXISTING PODOCARPUS HEDGE TO REMAIN
ALTERNATE 1: INSTALL 5' CONCRETE SIDEWALK ~ 403 SQFT
INSTALL 5 LF OF ADA DETECTABLE WARNING SURFACE
ALTERNATE 1: INSTALL 5' CONCRETE 6" THICK SIDEWALK ~ 150 SQFT
ALTERNATE 1: INSTALL 5' CONCRETE SIDEWALK ~ 470 SQFT
INSTALL ADA DETECTABLE WARNING SURFACES (3)
INSTALL 5' CONCRETE SIDEWALK ~ 218 SQFT
REMOVE & INSTALL NEW BAHIA GRASS 120 SQFT
S. WASHINGTON ST.
ROOSEVELT DR.
MATCHLINE A
274 WASHINGTON ST.
DIVISION AVENUE
BOSTROM LANE
SOUTH ORMOND NEIGHBORHOOD CENTER
INSTALL 5' CONCRETE SIDEWALK ~ 780 SQFT
REMOVE & INSTALL NEW BAHIA GRASS 270 SQFT
INSTALL 5' CONCRETE SIDEWALK ~ 20 SQFT
INSTALL 10 LF OF ADA COMPLIANT CURBING
INSTALL 5 LF OF ADA DETECTABLE WARNING SURFACE
INSTALL 10 LF OF ADA COMPLIANT CURBING
ALTERNATE 1 START POINT
INSTALL 10 LF OF ADA COMPLIANT CURBING
PROPOSED SIDEWALK NARROWS TO 4' FEET AT EXISTING PALM LOCATION
REMOVE & INSTALL NEW BAHIA GRASS 302 SQFT
TOTAL BASE BID = 4" THICK CONCRETE SIDEWALK ~ 1,268 SQFT
CONCRETE CURBING ~ 25 LF
ALT 1 TOTAL: 4" THICK CONCRETE SIDEWALK ~ 873 SQFT
6" THICK CONCRETE SIDEWALK ~ 150 SQFT
SCALE: 1"=40'
DRAWING STATUS
DRAFT
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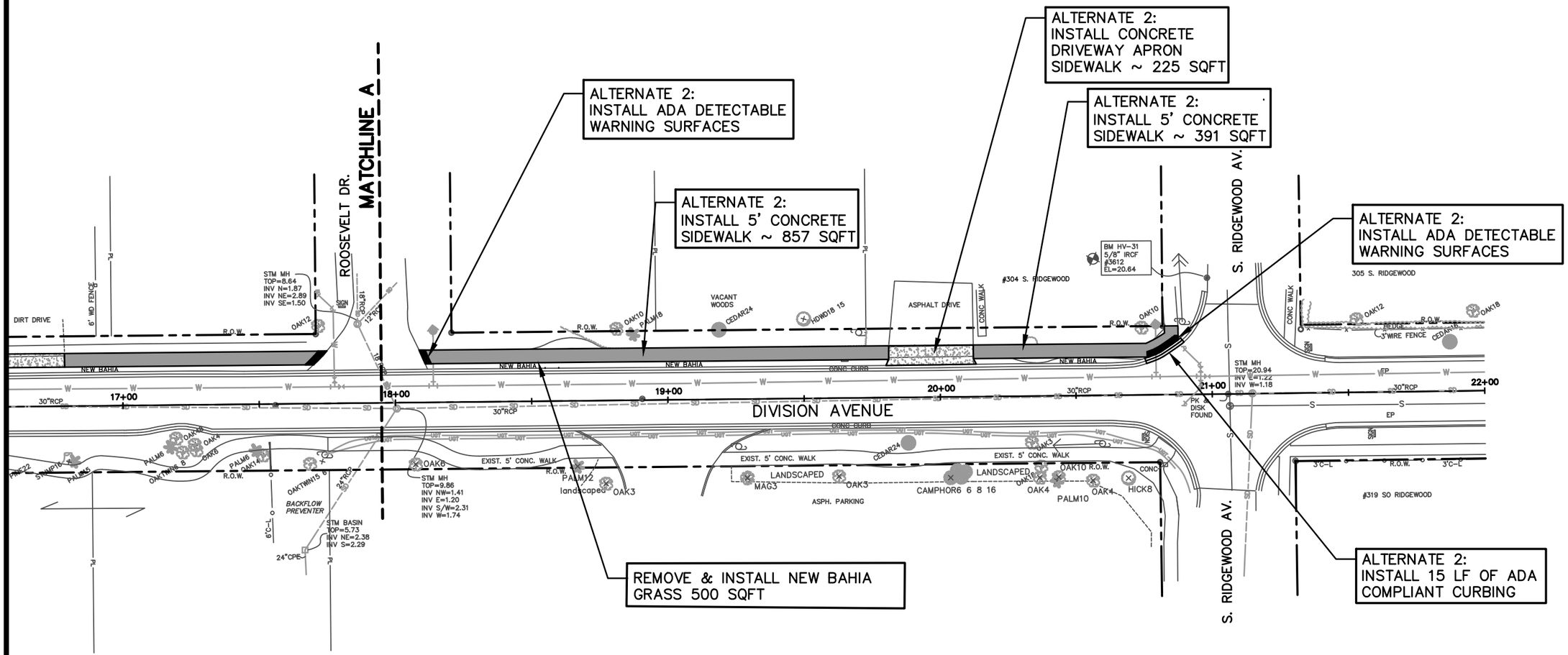
NO. DATE REVISIONS BY
City of Ormond Beach
Engineering Division
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER
CDBG DIVISION AVE NORTH SIDE SIDEWALK IMPROVEMENTS
SIDEWALK PLAN
DATE: 02/10/25
SCALE: 1"=40'
DRAWN BY:
PROJECT NO.: 00-
FILE NAME:
SHEET: 5 of 10



ALT 2 TOTAL: 4" THICK CONCRETE SIDEWALK ~ 1,248 SQFT
CONCRETE CURBING ~ 15 LF
6" THICK CONCRETE DRIVEWAY APRON ~ 225 SQFT

0 10 20 40 80

SCALE: 1"=40'

DRAWING STATUS
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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

CDBG DIVISION AVE NORTH SIDE SIDEWALK IMPROVEMENTS

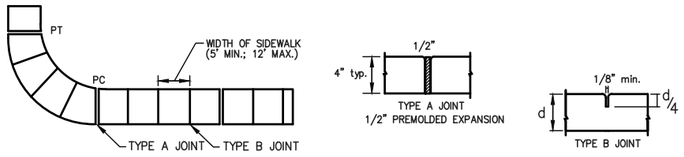
SIDEWALK PLAN

DATE: 02/10/25	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 6 of 10

GENERAL NOTES:

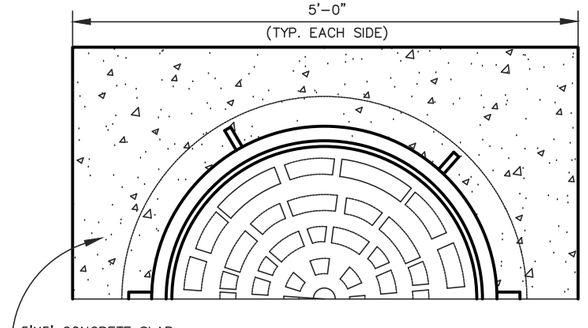
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

CITY OF ORMOND BEACH FLORIDA	**STANDARD CONSTRUCTION DETAIL** **GENERAL CONSTRUCTION NOTES**	INDEX M-2 MAY 2020

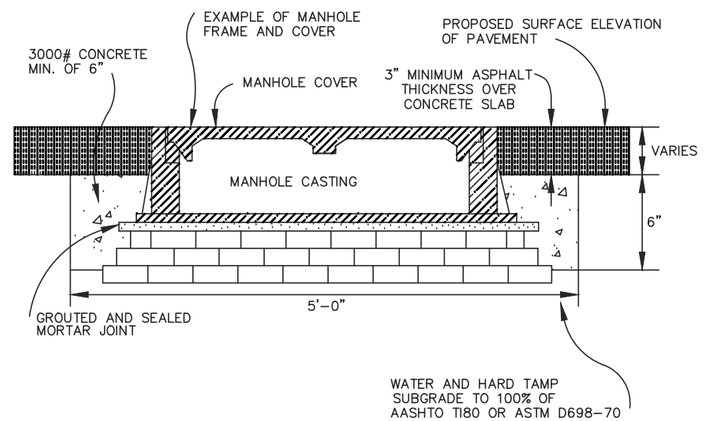


1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTIBLE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

CITY OF ORMOND BEACH FLORIDA	**STANDARD CONSTRUCTION DETAIL** **SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS** NTS	INDEX M-3 MAY 2020



HALF SECTION



MANHOLE ADJUSTMENT DETAILS

CITY OF ORMOND BEACH FLORIDA	**STANDARD CONSTRUCTION DETAIL** **MANHOLE ADJUSTMENT DETAILS** NTS	INDEX S-9C MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

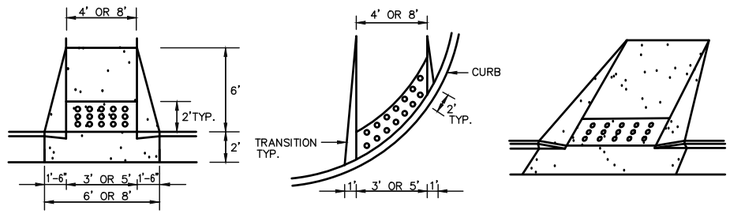
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE SIDEWALK IMPROVEMENTS

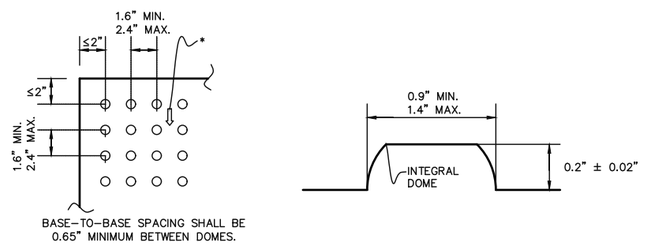
CONSTRUCTION DETAILS & NOTES

DATE: 02/10/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 7 of 10



NOTES:

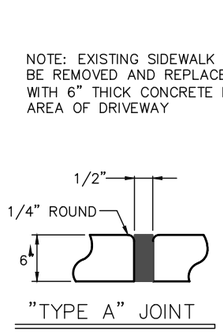
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

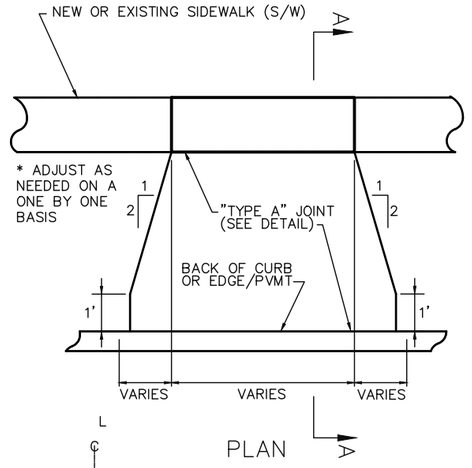


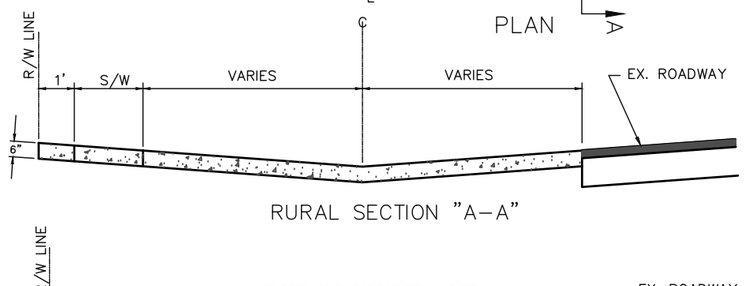
NOTES:

* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

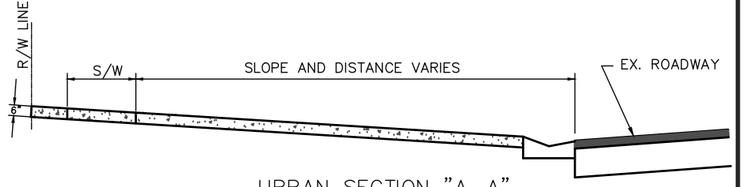
NOTE: EXISTING SIDEWALK TO BE REMOVED AND REPLACED WITH 6" THICK CONCRETE IN AREA OF DRIVEWAY





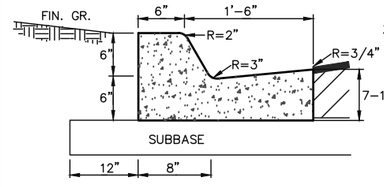


RURAL SECTION "A-A"

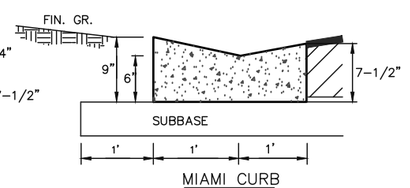


URBAN SECTION "A-A"

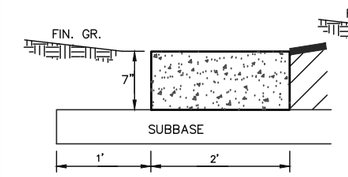
DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.B.V.-75
CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.



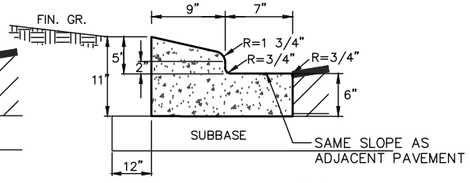
F.D.O.T. TYPE "F" CURB



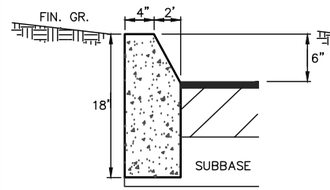
MIAMI CURB



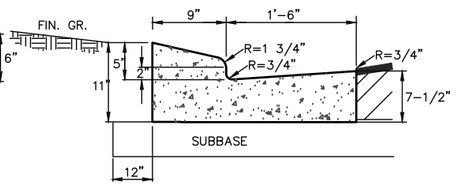
ENVIRONMENTAL CURB



F.D.O.T. TYPE "A" CURB



HEADER CURB



F.D.O.T. TYPE "E" CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

STANDARD CONSTRUCTION DETAIL **SIDEWALK AND BIKE PATH RAMP** NTS	INDEX M-4 MAY 2020	
STANDARD CONSTRUCTION DETAIL **RESIDENTIAL DRIVEWAY APRON DRAWINGS** NTS	INDEX M-7 MAY 2020	
STANDARD CONSTRUCTION DETAIL **STANDARD CURB CONSTRUCTION** NTS	INDEX R-4 MAY 2020	

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	CONSTRUCTION
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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE SIDEWALK IMPROVEMENTS

CONSTRUCTION DETAILS & NOTES

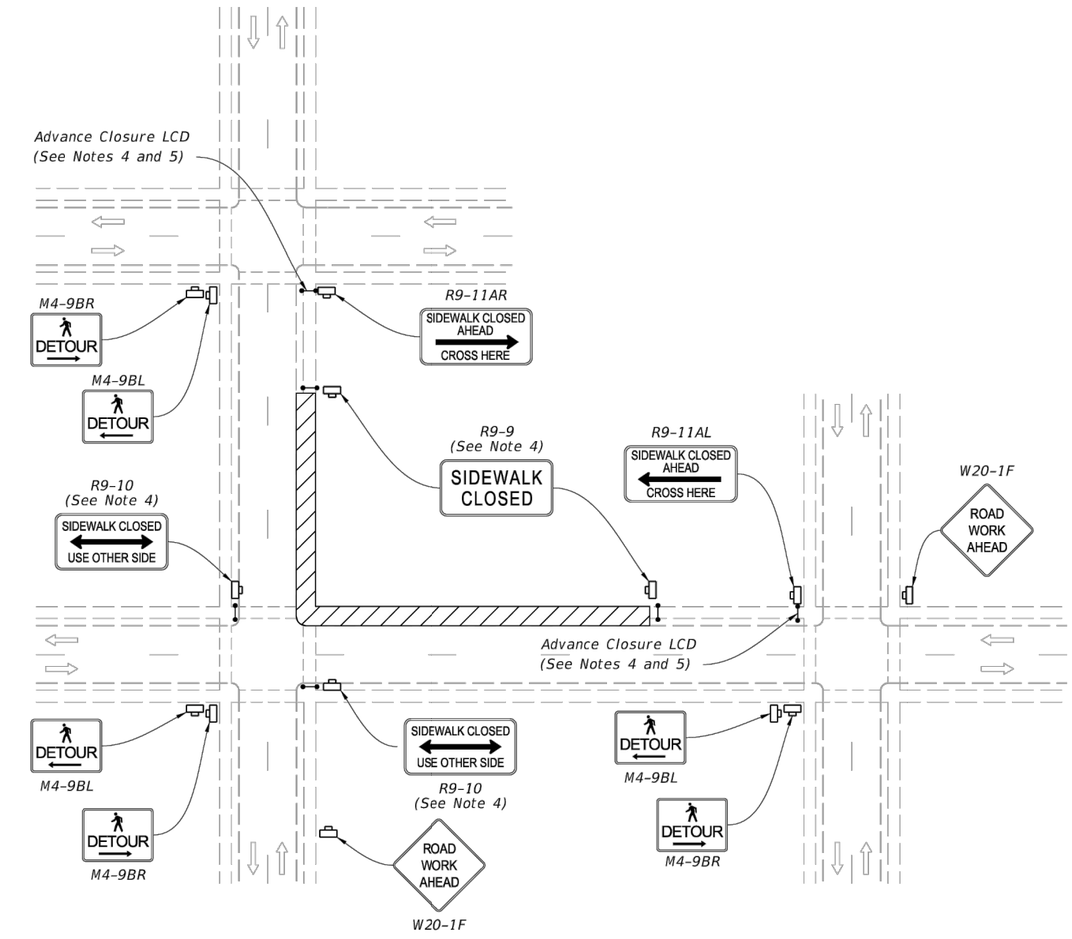
DATE: 02/10/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 8 of 10

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e,g,, transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

9/21/2021 12:26:54 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20					102-660	1 of 2

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE SIDEWALK IMPROVEMENTS

MOT

DATE: 02/10/25	PROJECT NO.: 00-
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DRAWN BY: MC	SHEET: 9 of 10

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

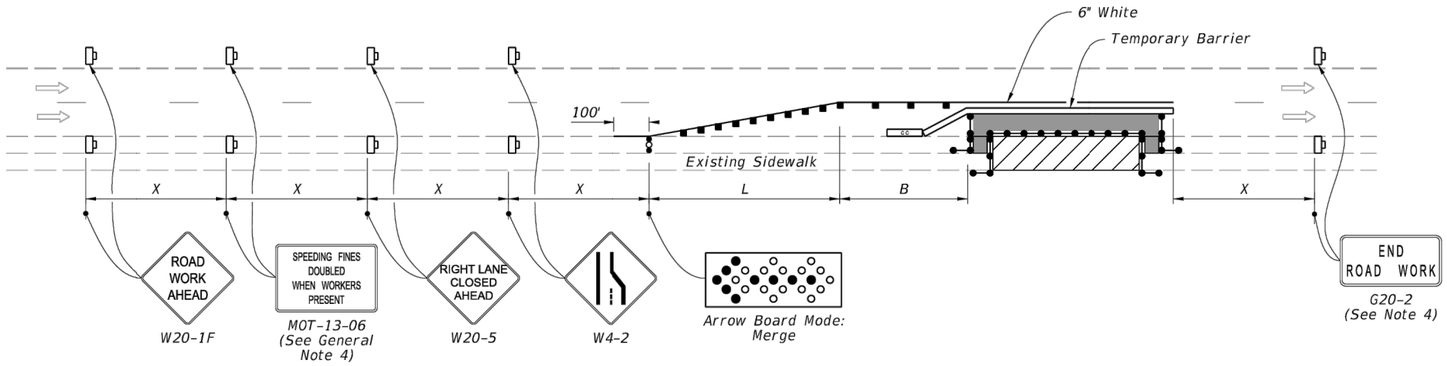
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

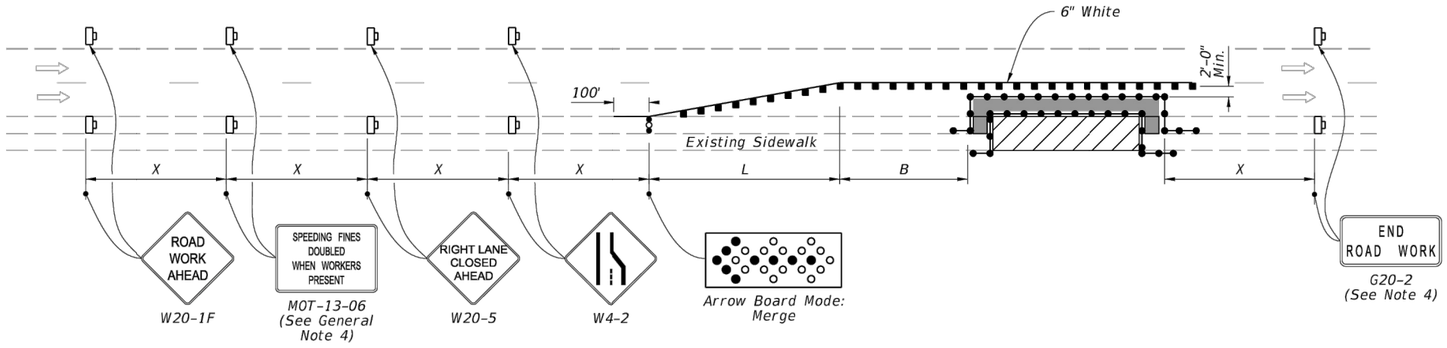
SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



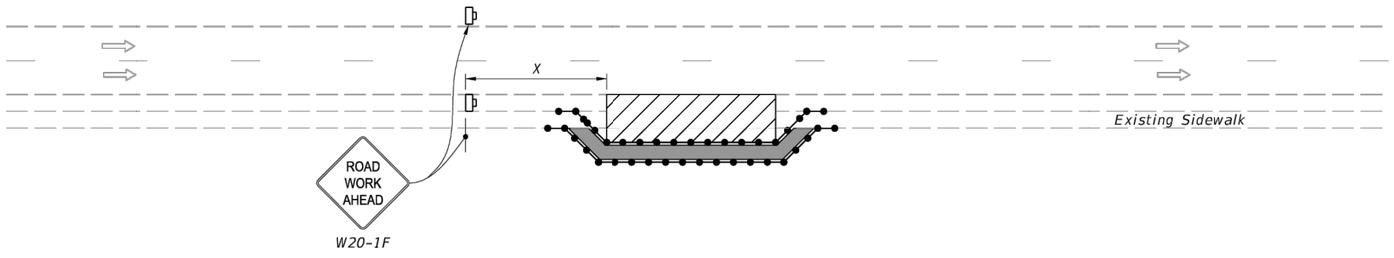
PEDESTRIAN DIVERSION - OPTION 1

(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2

(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

9/21/2021 12:26:55 PM

LAST REVISION	REVISION	DESCRIPTION:
11/01/21		

FDOT FY 2022-23 STANDARD PLANS

SIDEWALK CLOSURE

INDEX 102-660

SHEET 2 of 2

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG DIVISION AVE SIDEWALK IMPROVEMENTS

MOT

DATE: 02/10/25
SCALE:
DRAWN BY: MC

PROJECT NO.: 00-
FILE NAME:
SHEET: 10 of 10



DIVISION AVENUE NORTH SIDE SIDEWALK IMPROVEMENTS
CDBG - 2025

Prepared By: The City of Ormond Beach
G.I.S. Department - February 11, 2025

N
W E
S
1 inch = 200 feet

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - CDBG Military Boulevard Sidewalk Improvements		
Summary:	The purpose fo this item is to provide public notice of the City's intent to advertise for competitive bidding for the Community Development Block Grant (CDBG) Military Boulevard Sidewalk Improvements, 2025-32. On June 4, 2024, with the approval of Resolution 2024-88, the City Commission approved the CDBG Grant Annual Plan for FY 2024-25, with the inclusion of the Military Boulevard Sidewalk Improvements project and authorized the Mayor and City Manager to execute the subrecipient agreement consistent with the annual plan when received. The fully executed subrecipient agreement with Volusia County was received in December 2024, and the authorization to proceed with the projects contained in the agreement was issued on December 13, 2024. The Military Boulevard Sidewalk Improvements work consists of removing an existing 2'-6" foot non-Americans with Disabilities Act (ADA)-compliant deteriorated concrete sidewalk and replacing it with a new 5' foot ADA-compliant concrete sidewalk, including ADA-compliant detectable mats and curbing on the west and east sides of Military Boulevard (from Woodlands Boulevard to Vanderbilt Drive). Certain sections of Military Boulevard do not have continuous sidewalks and these areas will be added to provide a continuous sidewalk connection where applicable. This project will be in strict accordance with ADA requirements per the approved plans, specifications and Invitation to Bid.		

Financial Impact:	Funding for this project will be derived from CDBG FY 2024-25 for a total project cost of $169,544, reimbursed by Volusia County and the remaining $103,596 will be from Fund 308-Transportation Fund.
Citizen Impact:	The construction of this new sidewalk will have short-term impacts on the residents and the public while the project is being completed. Upon completion, it will provide safe and ADA walkability within this neighborhood.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise the CDBG Military Boulevard Sidewalk Improvements for competitive bidding, unless otherwise directed.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. BID 2025-32 CDBG Military Boulevard Project Manual_4-88-25 2. MILITARY SIDEWALK DRAWINGS_FINAL_03-06-25 3. 33_Military_Sidewalks_Map
Approval:	Kelly McGuire, Finance Director 4/8/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/8/2025 Joyce Shanahan, City Manager 4/10/2025

CDBG – Military Boulevard Sidewalk Improvements

Bid No. 2025-32

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

CDBG Military Boulevard Sidewalk Improvements
Ormond Beach, Florida

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CDBG Military Boulevard Sidewalk Improvements
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 **CDBG Military Boulevard Sidewalk Improvements, Bid No. 2025-32** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **May 22, 2025 at 2:00 p.m**., 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 an existing 2'-6" foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing on the west & east sides of Military Boulevard, from Woodlands Boulevard to Vanderbilt Drive. Certain sections of Military Boulevard do not have continuous sidewalks, and these areas will be added to provide a continuous sidewalk connection where applicable. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid.

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20250274, see **CDBG Requirements** in the project manual. 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 **May 6, 2025 at 2:30 p.m**., in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **May 15, 2025 at 5:00 p.m.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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: **CDBG –MILITARY BOULEVARD SIDEWALK IMPROVEMENTS**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2025-32**

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

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

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

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

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

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

Item No.	Description	Unit	Total Estimated Price
1.	Demolition of Military Blvd. from Woodlands Boulevard to Vanderbilt Drive for Existing 2'-6" Sidewalk, Driveway Aprons, Curbing & Vegetation removals (see drawings for complete removals) *Approximately 9,812 SF & 394 LF Curbing* Includes Removal and Disposal	LS	$_____
2.	Install on Military Blvd. from Woodlands Boulevard to Vanderbilt Drive for 5' ADA Sidewalk at 4" depth *Approximately 17,712 SF for Sidewalk & 315 LF for curbing modifications* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete	LS	$_____
3.	Install on Military Blvd. from Woodlands Boulevard to Vanderbilt Drive, Driveway Aprons at 6" depth *Approximately 3,451 SF* Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete	LS	$_____
4.	Install on Military Blvd. from Woodlands Boulevard to Vanderbilt Drive Header & "F" Type Curbing *Approximately 408 LF for Header & 106 LF for Type "F"* Includes – Layout, Excavation, Compacted	LS	$_____
5.	Install on Military Blvd. from Woodlands Boulevard to Vanderbilt Drive New Storm Inlet Aprons & grate *Approximately (4) Inlet Aprons & (1) grate* Includes – Layout, Excavation, Compacted	LS	$_____

6. Install Thirty (30) ADA Detectable Warning Mats (FDOT Approved) on Military Blvf. from Woodlands Boulevard to Vanderbilt Drive — LS — $_____

7. Install Bahia Sod & Includes Complete Restoration on Military Blvd. from Woodlands Boulevard to Vanderbilt Drive *Approximately 6,438 SF plus Including All Disturbed Areas* — LS — $_____

TOTAL BASE BID $_____
(Figures)

_____
(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

Scope of Work

The work consists of removing an existing 2'-6" foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the west & east sides of Military Boulevard from Woodlands Boulevard to Vanderbilt Drive per the approved plans, specifications and Invitation to Bid. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval **prior** to construction**. Note: Proposed cross-slopes can't exceed 2%, and running slopes must be less than 5%. All new concrete will be flush with; or feathered into existing grade as to not create tripping hazards.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The

BIDDER also 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

   (h) Human Trafficking Affidavit, Section 787.06, Florida Statutes

   (i) **CDBG Requirements and Supplemental Conditions**

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)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(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.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Form Boards	
Limerock Base (as needed)	
3,000 PSI Concrete	
ADA Mats (FDOT Approved)	
Bahia Sod	
Storm Inlet Aprons & Grate	

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 five (5) years-experience installing projects of a similar scope in nature with verifiable references in the following areas:

Contractor References

Municipal Projects

Project Name / City and State	Contact Information
1.	
2.	

3._____ _____

Concrete Sidewalks and/or Parking

Project Name / City and State Contact Information

1._____ _____

2._____ _____

3._____ _____

Projects Exceeding $75K as Prime Contractor

Project Name / City and State Contact Information

1._____ _____

2._____ _____

3._____ _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

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

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

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
   (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: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **CDBG Military Boulevard Sidewalk Improvements, Bid No. 2025-32** 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:

The work consists of removing an existing 2'-6" foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing on the west & east sides of Military Boulevard, from Woodlands Boulevard to Vanderbilt Drive. Certain sections of Military Boulevard do not have continuous sidewalks, and these areas will be added to provide a continuous sidewalk connection where applicable. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CDBG Military Boulevard Sidewalk Improvements
Bid No. 2025-32

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 **90** 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 **120** 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 Dollars ($300.00)** 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:

CDBG Military Boulevard Sidewalk Improvements

and consisting of 3 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of **22** sheets numbered 1 through 22 inclusive and bearing the following general title:

CDBG Military Boulevard Sidewalk Improvements

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 17 , 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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

CDBG Military Boulevard Sidewalk Improvements
Bid No. 2025-32

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____ By _____ (s)
(Principal) Secretary

(SEAL)

_____ _____
(Witness to Principal) *(Address)*

_____ _____
(Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____ _____
Witness to Surety *Attorney-In-Fact*

_____ _____
(Address) *(Address)*

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

CDBG Military Boulevard Sidewalk Improvements
Bid No. 2025-32

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be (number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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 of 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, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely 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 form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

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: **CDBG Military Boulevard Sidewalk Improvements, Bid No. 2025-32.**

The work consists of removing an existing 2'-6" foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the west & east sides of Military Boulevard, from Woodlands Boulevard to Vanderbilt Drive, per the approved plans, specifications and Invitation to Bid. All excavated material must be removed from the project sites. The City will also be responsible for contracting with a material testing company, but the contractor is responsible for coordinating with them to do the testing. The contractor is responsible for layout/ stake all proposed improvements for City approval **prior** to construction**.**

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20240274, see **CDBG Requirements** in the project manual. The work is shown on the Drawings and specified in the Project Manual.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure: N/A

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:

Agency:	Contact phone number:
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 an 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 the 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 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 FOR CDBG Military Boulevard Sidewalk Improvements

Bid Item No. 1 Demolition of Military Blvd. from Woodlands Blvd to Vanderbilt Drive for Existing 4' Sidewalk, Curbing, Vegetation Removals & Other Removals

Payment for removing existing 2'-6" wide concrete sidewalk, driveway aprons, curbing, vegetation removals & other removals per the drawing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as specified on the drawings and project manual.

Bid Item No. 2 Install on Military Blvd. from Woodlands Blvd to Vanderbilt Drive 5' ADA Compliant Sidewalk at 4" depth & ADA Compliant Curbing Modifications

Payment for constructing 5' ADA compliant sidewalk & ADA compliant curbing modifications at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install Right of Way Driveway Aprons at 6" depth on Military Blvd. from Woodlands Blvd. to Vanderbilt Drive

Payment for constructing right of way driveway aprons at 6" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 4 Install on Military Blvd. from Woodlands Blvd to Vanderbilt Drive Header & "F" Type Curbing

Payment for constructing header and "F" Type curbing per city details shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 5 Install on Military Blvd. from Woodlands Blvd to Vanderbilt Drive Storm Inlet Aprons & Grate

Payment for constructing storm inlet aprons and grate per city details shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 6 Install ADA Detectable Warning Mats on Military Blvd. from Woodlands Blvd to Vanderbilt Drive

Payment for installing ADA detectable warning mats, FDOT approved shall be made at the Contract lump sum price and shall be full compensation for all labor, material and equipment necessary to do the work. Also, it includes relocation of signs and mailboxes. Payment shall be full compensation for all the labor, material and equipment necessary to do the work.

Bid Item No. 7 Install Complete Restoration & Bahia Sod on Military Blvd. from Woodlands Blvd to Vanderbilt Drive

Payments for site restoration shall be made at the Contract lump sum price and shall be full compensation for all labor, material and equipment necessary to provide site restoration with replacing sod that has been damaged due sidewalk improvements. The site shall be free of debris.

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

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

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 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

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-along 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)

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.

2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars ($1,000,000.00). The survey shall be certified to the OWNER.

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 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 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

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.

B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.

C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

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 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 02822
SODDING (RESTORATION & AS NOTED)

PART I - GENERAL

1.01 SCOPE OF WORK:

A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE (N/A):

A Section 02441 - Landscape Irrigation System
B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

A. Submit representative sod samples for approval by Landscape Architect.

B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

A. Sod shall be Paspalum notatum (Bahia), with compacted growth and good root development. Provide for areas as shown on plans.

B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.

C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:

1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 -Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.

B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.

C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.

D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to

finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.

B. Alter completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.

C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.

B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.

C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor’s responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.

D. Do not permit new lawn areas to grow in excess of 4” high for bahia and 4” high for St. Augustine during maintenance period.

E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 ACCEPTANCE:

A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used:

B. Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

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:

Class	Cement Content per cubic yard	Minimum 28-day Strength (lb. per sq. in.)
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 no contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly grades 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 AC1 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.

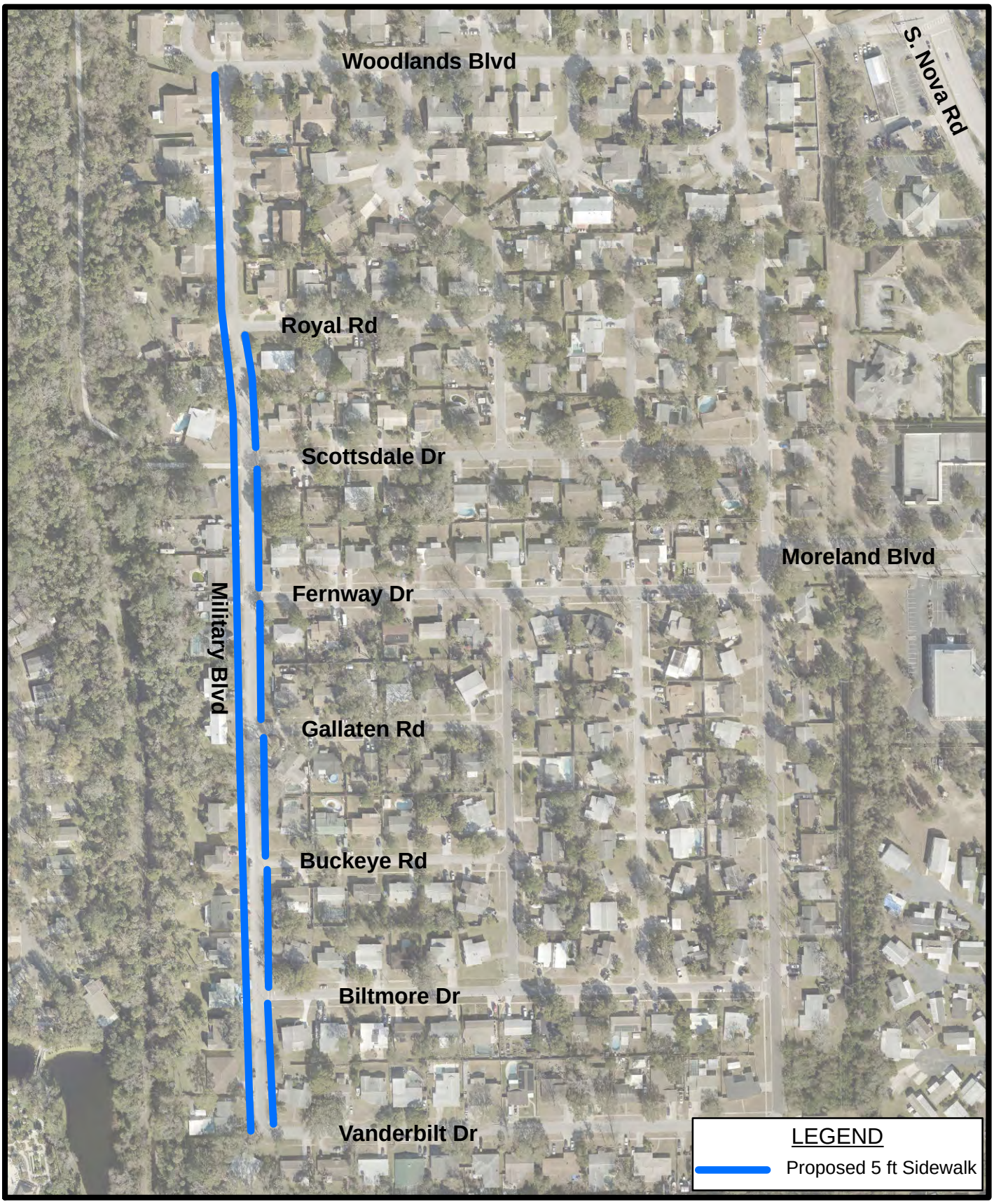
B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

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

Location Map



CDBG
MILITARY BOULEVARD
WEST & EAST SIDE SIDEWALK PROJECT

Prepared By: The City of Ormond Beach
G.I.S. Department - April 4, 2024

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CDBG Requirements

Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention
Attachment I - Federal Labor Standards Provisions
Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

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

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as 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.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally

handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

17. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

18. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

19. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS | **U.S. Department of Housing And Urban Development** | HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

• Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

• If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false ….. shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

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

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

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

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

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

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

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

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

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 09/30/2026.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Submit Feedback

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

Submit Feedback

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20250274 01/03/2025

Superseded General Decision Number: FL20240274

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-043 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.23	1.36
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.18 **	0.00
LABORER: Common or General	$ 15.88 **	0.85
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 20.82	3.19
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.59	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.12 **	0.00
OPERATOR: Bulldozer	$ 21.25	1.57
OPERATOR: Crane	$ 31.54	0.00
OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 19.05	1.99
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.27	1.13
OPERATOR: Piledriver	$ 25.18	0.00
OPERATOR: Roller	$ 17.45 **	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 18.53	0.00
OPERATOR: Tractor	$ 16.00 **	0.68
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 15.92 **	0.00
TRUCK DRIVER: Dump Truck	$ 16.68 **	0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck......$ 20.76 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.......$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 21.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____ Signature: _____ Date: _____

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
    - A worker living within the service area of the project, as defined at §75.5; or
    - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Project Requirements

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance. If the $200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

What are the required thresholds for section 3 projects?

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
  AND
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

What are the requirements of Prime Contractors for Section 3 projects?

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
  - These reports may be in the form of a letter, signed and on company letterhead
  - The report should include,
    - Explanation of all efforts made to meet the required thresholds (see below for examples)
    - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
    - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?
    - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
  - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
  - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
  - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
  - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
  - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Providing training or apprenticeship opportunities

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

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County of Volusia
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DeLand, FL 32720

Build America, Buy America (BABA) Information

What is Build America, Buy America (BABA)?

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

When does BABA apply to projects?

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

What is considered an infrastructure project?

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

Do all materials have to be manufactured in the United States?

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

Obligated Fiscal Year	Materials that must follow BABA
FY 2023/24	• Iron • Steel
FY 2024/25	• Non-ferrous metals • Lumber • Plastic- and polymer-based composite building materials, pipes, and tubes
FY 2025/26	• All other plastic- and polymer-based products • Glass • Fiber optic cable • Optical fiber • Engineered wood • Drywall

What information is required for BABA reporting?

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
    - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Build America, Buy America (BABA) Pre-Certification

This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins. An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Will this material be purchased for the project?	Will the purchased material be produced in the United States?	Manufacturers *(List all planned to utilize)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Certification

This document must be completed and returned from the primary contactor following completion of all on-site work, prior to the final invoice submission. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Was this material purchase for the specified project?	Was the purchased material produced in the United States?	Manufacturers *(List all used)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

Attach supporting documentation (invoices, receipts, etc.) to verify the above information when this form is submitted.

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

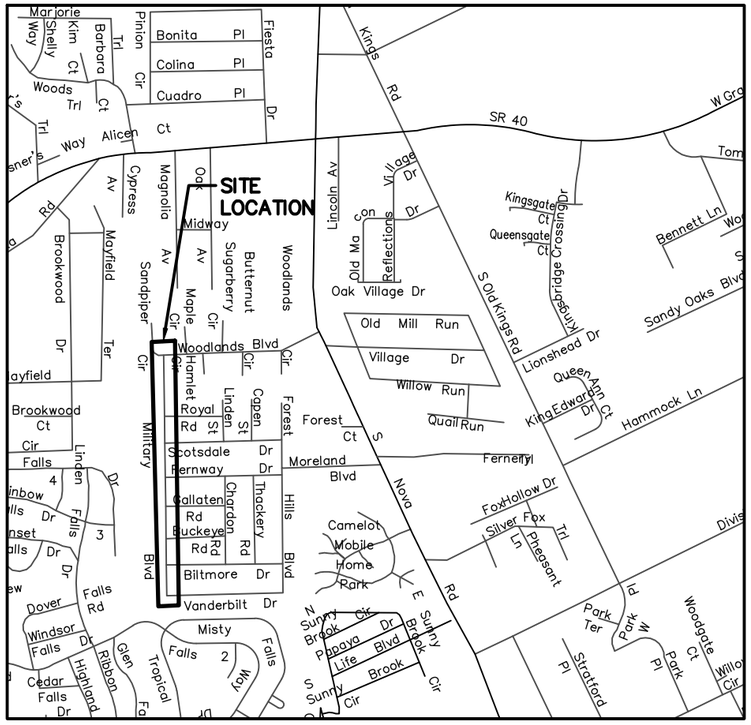
(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CITY OF ORMOND BEACH

CDBG MILITARY BLVD
SIDEWALK IMPROVEMENTS
BID NO.: 2025-32

= SITE LOCATION



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	KEY SHEET
3	QUANTITIES
4	DEMOLITION PLAN 0+00 – 3+00
5	DEMOLITION PLAN 3+00 – 6+00
6	DEMOLITION PLAN 6+00 – 9+00
7	DEMOLITION PLAN 9+00 – 12+00
8	DEMOLITION PLAN 12+00 – 15+00
9	DEMOLITION PLAN 15+00 – 18+00
10	DEMOLITION PLAN 18+00 – 21+00
11	SIDEWALK PLAN 0+00 – 3+00
12	SIDEWALK PLAN 3+00 – 6+00
13	SIDEWALK PLAN 6+00 – 9+00
14	SIDEWALK PLAN 9+00 – 12+00
15	SIDEWALK PLAN 12+00 – 15+00
16	SIDEWALK PLAN 15+00 – 18+00
17	SIDEWALK PLAN 18+00 – 21+00
18	CONSTRUCTION DETAILS & NOTES
19	CONSTRUCTION DETAILS & NOTES
20	CONSTRUCTION DETAILS & NOTES
21	MOT: SIDEWALK CLOSURE FDOT 102–660
22	MOT: SIDEWALK CLOSURE FDOT 102–660

MAYOR

JASON LESLIE

COMMISSIONERS

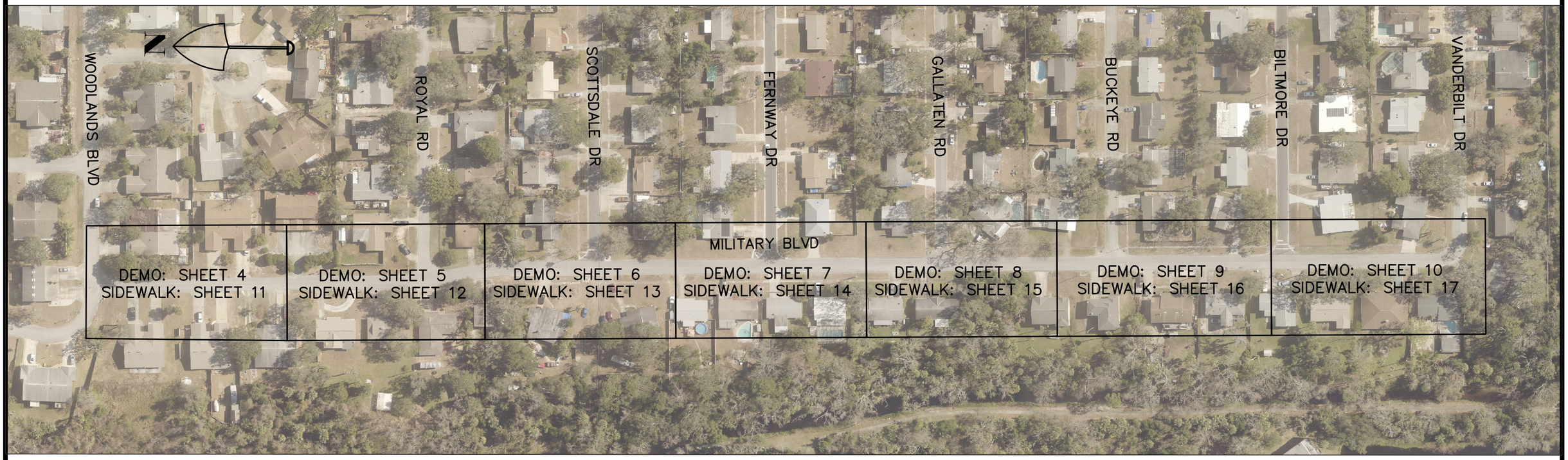
LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2
KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

DRAWINGS ARE TO SCALE AT 11X17

PREPARED BY THE ENGINEERING DIVISION



DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD
SIDEWALK IMPROVEMENTS

KEY SHEET

DATE: 3/4/25	PROJECT NO.: 00–
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 22

QUANTITIES

DEMOLITION	BASE BID	CONSTRUCTION	BASE BID
	QTY.	PAY ITEMS	QTY.
DEMO; 2'–6" CONC. SIDEWALK & DRIVEWAY APRONS (SQFT)	9812	ADA CONCRETE CURBING (LF)	315
DEMO; CURBING (LF)	394	FDOT TYPE "F" CURBING (LF)	106
DEMO; REMOVE COQUINA ROCKS (LS)	LUMP SUM – 3 LOCATIONS	CONCRETE SIDEWALK, 5' WIDE, 4" DEPTH (SQFT)	17712
DEMO; REMOVE LANDSCAPE BLOCK PLANTER & WALL (LS)	LUMP SUM – 1 LOCATIONS	DRIVEWAY APRONS, 6" DEPTH (SQFT)	3451
DEMO; REMOVE & TRIM TREES, SHRUBS, & PALMS	LUMP SUM	ADA DETECTABLE WARNING SURFACE (FDOT APPROVED) (EA)	30
DEMO; INLET TOP & APRON	1	COMPLETE SITE RESTORATION WITH BAHIA SOD (SQFT)	6438 + ALL DISTURBED AREAS
RELOCATE MAILBOXES (EA)	8	GRADING – FILL (CUYD) @ DETAIL "C"	6
RELOCATE SIGNS (EA)	2	GRADING – CUT (CUYD) @ DETAIL "C"	156
ADJUST MANHOLES (EA)	AS SHOWN	INSTALL NEW STORM INLET APRONS	4
ADJUST CLEANOUTS (EA)	1 KNOWN	INSTALL NEW STORM INLET GRATE	1
ADJUST SPRINKLER SYSTEMS (LS)	LUMP SUM – 3 KNOWN LOCATIONS	HEADER CURB (LF)	408
MOVE/REPLACE/ADJUST FIBER BOXES (COORDINATE w/UTILITY)	AS SHOWN		
RELOCATE CABLE RISERS (COORDINATE w/UTILITY COMPANY)	AS SHOWN		

– BIDDER IS RESPONSIBLE TO VERIFY ALL TAKEOFFS AS THIS IS A LUMP SUM BID. BID IN ACCORDANCE WITH THE PLANS, SCOPE AND SPECIFICATIONS.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

QUANTITIES

DATE: 3/4/25	PROJECT NO.: 00–
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 22

0 10 20 40

SCALE: 1"=20'

WOODLANDS BLVD

MILITARY BLVD

#52 #217 #219

#240 #242 #250 #252 #254 #265

0+00 1+00 2+00 3+00

MATCHLINE A

DOUBLE STORM INLET

COQUINA ROCKS TO REMAIN

CONC. DRIVE

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY)

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~83 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~82 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~88 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~82 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~45 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~45 SQFT

TOTAL DEMO:
= 425 SQFT CONCRETE

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 0+00 – 3+00

DATE: 3/4/25
SCALE: 1" = 20'
DRAWN BY: MC
PROJECT NO.:
FILE NAME:
SHEET: 4 of 22

0 10 20 40

SCALE: 1"=20'

MATCHLINE A

MATCHLINE B

MILITARY BLVD

ROYAL RD

#265

#260

#262

#270

#280

#121–125

#1297

#1298

3+00

4+00

5+00

6+00

DEMO 2'–6"± CONCRETE SIDEWALK ~ 114 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~186 SQFT

DEMO 35LF OF CURBING

DEMO CONCRETE DRIVEWAY APRON ~ 188 SQFT

DEMO 2'–6"± CONCRETE SIDEWALK ~ 48 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~52 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~97 SQFT

MAILBOX TO BE RELOCATED

DEMO CONCRETE DRIVEWAY APRON ~ 195 SQFT

REMOVE COQUINA ROCKS (GIVE TO OWNER IF APPLICABLE)

DEMO 65LF OF CURBING

DEMO 2'–6"± CONCRETE SIDEWALK ~ 188 SQFT

DEMO CONCRETE DRIVEWAY APRON ~ 122 SQFT

TOTAL DEMO:
= 1,190 SQFT CONCRETE
= 100 LF CURBING

TOTAL DEMO:
= 1,190 SQFT CONCRETE
= 100 LF CURBING

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 3+00 – 6+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 22

0 10 20 40

SCALE: 1"=20'

MATCHLINE B

MATCHLINE C

SCOTTSDALE DR

MILITARY BLVD

DEMO 2'-6"± CONCRETE SIDEWALK ~ 67 SQFT

DEMO 20LF OF CURBING

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~224 SQFT

TRIM LOWER BRANCES & LIMB UP TO 8' FOOT HEIGHT

#1299

DEMO 2'-6"± CONCRETE SIDEWALK ~ 109 SQFT

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/ UTILITY COMPANY)

DEMO 2'-6"± CONCRETE SIDEWALK ~ 109 SQFT

DEMO 20LF OF CURBING

#1298

DEMO 10LF OF CURBING

REMOVE EXISTING ROCK & DISPOSE

DEMO 2'-6"± CONCRETE SIDEWALK ~ 275 SQFT

#290

#280

#290

#29

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

DEMO 2'-6"± CONCRETE SIDEWALK ~ 237 SQFT

MAILBOX TO BE RELOCATED

REMOVE LANDSCAPE BLOCK PLANTER AND WALL (GIVE TO OWNER OF HOUSE #280)

DEMO CONCRETE DRIVEWAY APRON ~ 241 SQFT

DEMO 2'-6"± CONCRETE SIDEWALK ~ 156 SQFT

DEMO 44LF OF CURBING

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~ 46 SQFT

DEMO 2'-6"± CONCRETE SIDEWALK ~ 29 SQFT

TOTAL DEMO:
= 1,493 SQFT CONCRETE
= 94 LF CURBING

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 6+00 – 9+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 6 of 22

N

0 10 20 40

SCALE: 1"=20'

MATCHLINE C

MATCHLINE D

FERNWAY DR

MILITARY BLVD

9+00 10+00 11+00 12+00

#1299

DEMO 20LF OF CURBING

DEMO 2'-6"± CONCRETE SIDEWALK ~ 80 SQFT

STOP SIGN TO BE RELOCATED

DEMO 10LF OF CURBING

#1298

DEMO 20LF OF CURBING

DEMO 2'-6"± CONCRETE SIDEWALK ~ 103 SQFT

DEMO CONCRETE DRIVEWAY APRON ~ 206 SQFT

#294

DEMO 2'-6"± CONCRETE SIDEWALK ~ 165 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~45 SQFT

#298

DEMO 2'-6"± CONCRETE SIDEWALK ~ 190 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~40 SQFT

#300

DEMO 2'-6"± CONCRETE SIDEWALK ~ 173 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~80 SQFT

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (BY SIDEWALK CONTRACTOR)

#302

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILIY COMPANY)

RELOCATE CABLE RISER (COORDINATE w/UTILITY COMPANY)

DEMO 2'-6"± CONCRETE SIDEWALK ~ 316 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~39 SQFT

RELOCATE CABLE RISER (COORDINATE wUTILITY COMPANY)

ADJUST CLEAN OUT TO BE LEVEL WITH NEW SIDEWALK & REPLACE CAP TO TRAVERSABLE STYLE

TOTAL DEMO:
= 1,437 SQFT CONCRETE
= 50 LF CURBING

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 9+00 – 12+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 7 of 22

0 10 20 40

SCALE: 1"=20'

MATCHLINE D

MATCHLINE E

GALLATEN RD

MILITARY BLVD

12+00

13+00

14+00

15+00

#1299

#1298

#1299

#306

#314

#320

#334

STOP SIGN TO BE RELOCATED

DEMO 20LF OF CURBING

DEMO 2'-6"± CONCRETE SIDEWALK ~ 75 SQFT

DEMO 2'-6"± CONCRETE SIDEWALK ~ 75 SQFT

DEMO 10LF OF CURBING

DEMO 2'-6"± CONCRETE SIDEWALK ~ 220 SQFT

DEMO 10LF OF CURBING

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~190 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~111 SQFT

MAILBOX TO BE RELOCATED

DEMO 2'-6"± CONCRETE SIDEWALK ~ 370 SQFT

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

CARE SHALL BE TAKEN WHEN TRIMMING ELM ROOTS

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

TRIM AND REMOVE BRUSH AS REQUIRED

DEMO CONCRETE DRIVEWAY APRON ~ 140 SQFT

REMOVE COQUINA ROCKS & SMALL CRAPE MYRTLE (5') (GIVE ROCKS BACK TO OWNER IF APPLICABLE)

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY)

DEMO 2'-6"± CONCRETE SIDEWALK ~ 156 SQFT

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~85 SQFT

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~90 SQFT

TOTAL DEMO:
= 1,512 SQFT CONCRETE
= 40 LF CURBING

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 12+00 – 15+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 8 of 22

MATCHLINE E

MATCHLINE F

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

DEMO 2'–6"± CONCRETE SIDEWALK ~ 196 SQFT

DEMO 20LF OF CURBING

BUCKEYE RD

DEMO 20LF OF CURBING

DEMO 2'–6"± CONCRETE SIDEWALK ~ 50 SQFT

DEMO 2'–6"± CONCRETE SIDEWALK ~ 494 SQFT

#1298

DEMO 10LF OF CURBING

DEMO & TRIM CONCRETE DRIVEWAY/APRON TO ACCOMMODATE NEW SIDEWALK ~160 SQFT

#1299

DEMO 2'–6"± CONCRETE SIDEWALK ~ 94 SQFT

DEMO 10LF OF CURBING

DEMO 2'–6"± CONCRETE SIDEWALK ~ 203 SQFT

REMOVE 10" PALM

MILITARY BLVD

15+00

16+00

17+00

18+00

REMOVE SMALL TREE (5')

DEMO CONCRETE DRIVEWAY APRON ~ 217 SQFT

#342

REMOVE SHRUB

REMOVE COQUINA ROCK

MAILBOX TO BE RELOCATED

DEMO INLET TOP & APRON; RETURN MANHOLE LID & RIM TO CITY OF ORMOND 67 SQFT

DEMO CONCRETE DRIVEWAY APRON ~ 91 SQFT

MAILBOX TO BE RELOCATED

DEMO CONCRETE DRIVEWAY APRON ~ 213 SQFT

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

#382

DEMO CONCRETE DRIVEWAY APRON ~ 77 SQFT

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY)

#284

MAILBOX TO BE RELOCATED

DEMO CONCRETE DRIVEWAY APRON ~ 135 SQFT

0 10 20 40

SCALE: 1"=20'

TOTAL DEMO:
= 1,997 SQFT CONCRETE
= 60 LF CURBING

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

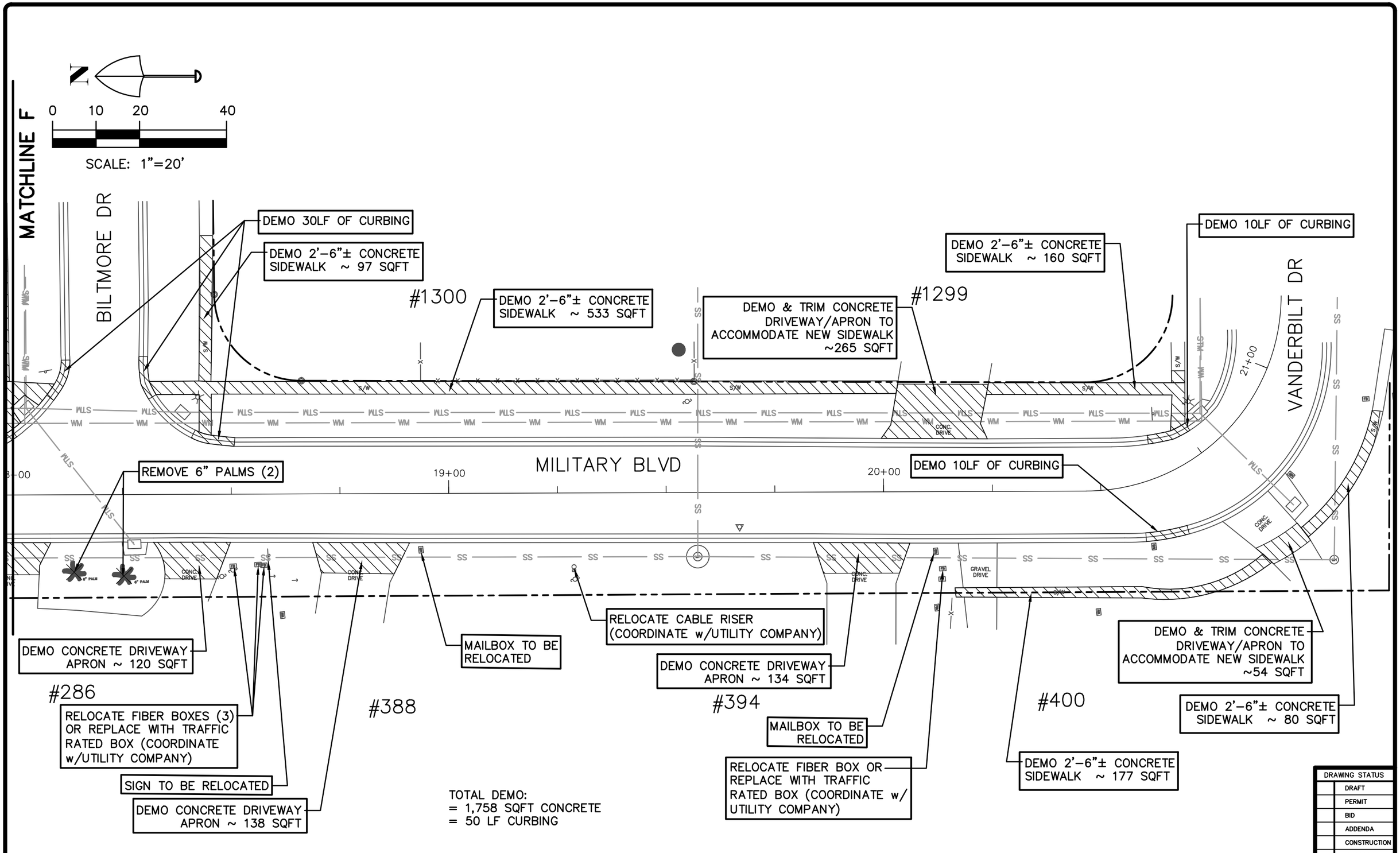
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 15+00 – 18+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 9 of 22



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

DEMO PLAN 18+00 – 21+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 10 of 22

N

0 10 20 40

SCALE: 1"=20'

TOTAL CONSTRUCTION:
= 989 SQFT 4" THICK CONC. SIDEWALK
= 10 LF ADA CONCRETE CURBING
= 425 SQFT 6" THICK CONC. DRIVEWAY

RELOCATED FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE W/ UTILITY COMPANY)

WOODLANDS BLVD

MILITARY BLVD

MATCHLINE A

#52 #217 #219

0+00 1+00 2+00 3+00

INSTALL 10LF OF ADA COMPLIANT CURBING

INSTALL ADA DETECTABLE WARNING SURFACE

COQUINA ROCKS TO REMAIN

DOUBLE STORM INLET

CONC. DRIVE

#240 #242 #250 #252 #254 #265

INSTALL 5' CONCRETE SIDEWALK ~ 227 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 83 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 93 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 82 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 240 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 88 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 91 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 82 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 323 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 45 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 15 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 45 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

PLAN 0+00 – 3+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 11 of 22

TOTAL CONSTRUCTION:
= 1,620 4" THICK CONC. SIDEWALK
= 45 LF ADA CONCRETE CURBING
= 943 SQFT 6" THICK CONC. DRIVEWAY
= 61 LF TOTAL "F" CURB

0 10 20 40

SCALE: 1"=20'

MATCHLINE A

MATCHLINE B

#121–125

#1297

#1298

#265

#260

#262

#270

#280

ROYAL RD

MILITARY BLVD

3+00

4+00

5+00

6+00

INSTALL 5' SIDEWALK
6" THICK ~ 185 SQFT
EXISTING DRIVEWAY & APRON
TO REMAIN

INSTALL 5' CONCRETE
SIDEWALK ~ 287 SQFT

INSTALL ADA DETECTABLE
WARNING SURFACES (2)

INSTALL DRIVEWAY APRON
6" THICK; 12' WIDE
~ 188 SQFT

INSTALL 5' CONCRETE
SIDEWALK ~ 101 SQFT

INSTALL 45LF OF ADA
COMPLIANT CURBING

INSTALL 5' CONCRETE
SIDEWALK ~ 282 SQFT

INSTALL 5' SIDEWALK
6" THICK ~ 52 SQFT
EXISTING DRIVEWAY & APRON
TO REMAIN

INSTALL 5' CONCRETE
SIDEWALK ~ 342 SQFT

INSTALL 5' SIDEWALK
6" THICK ~ 97 SQFT
EXISTING DRIVEWAY & APRON
TO REMAIN

RELOCATED MAILBOX

INSTALL 5' CONCRETE
SIDEWALK ~ 291 SQFT

INSTALL ADA DETECTABLE
WARNING SURFACE

INSTALL DRIVEWAY APRON
6" THICK; 24' WIDE
~ 195 SQFT

INSTALL 61LF OF
TYPE "F" CURB
SEE DETAIL R-4

INSTALL 5' CONCRETE
SIDEWALK ~ 317 SQFT

GRADE TO ACCOMMODATE
SIDEWALK. 4:1 MAX SLOPE TO
NATURAL GRADE. APPROX. 25
CUYD CUT. 480 SQFT BAHIA SOD.
SEE TYPICAL SECTION B.

INSTALL DRIVEWAY APRON
6" THICK; 16' WIDE
~ 226 SQFT

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD
SIDEWALK IMPROVEMENTS

PLAN
3+00 – 6+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 12 of 22

N

0 10 20 40

SCALE: 1"=20'

TOTAL CONSTRUCTION:
= 3,510 SQFT 4" THICK CONC. SIDEWALK
= 40 LF ADA CONCRETE CURBING
= 511 SQFT 6" THICK CONC. DRIVEWAY
= 55 LF HEADER CURB
= 45 LF TOTAL "F" CURB

MATCHLINE B

MATCHLINE C

SCOTTSDALE DR

MILITARY BLVD

#1299

#1298

#290

#280

#29

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 5 CUYD CUT. 301 SQFT BAHIA SOD. SEE DETAIL "C"

INSTALL 5' CONCRETE SIDEWALK ~ 223 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 24' WIDE ~ 224 SQFT

INSTALL ADA DETECTABLE WARNING SURFACES (1)

INSTALL 5' CONCRETE SIDEWALK ~ 540 SQFT

NG~ 48.90

INSTALL 5' CONCRETE SIDEWALK ~ 91 SQFT

INSTALL 30LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 40 SQFT

INSTALL HEADER CURB ~ 35 LF

INSTALL 5' CONCRETE SIDEWALK ~ 1243 SQFT TOTAL

48.03

48.28

48.01

NG~ 48.85

INSTALL ADA DETECTABLE WARNING SURFACES (3)

RELOCATED MAILBOX

INSTALL 10LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 491 SQFT

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

INSTALL 5' CONCRETE SIDEWALK ~ 387 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 46 SQFT; 14' WIDE EXISTING DRIVEWAY & APRON TO REMAIN

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 21 CUYD CUT. 590 SQFT BAHIA SOD. SEE TYPICAL SECTION A.

INSTALL 5' CONCRETE SIDEWALK ~ 417 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 28 SQFT

INSTALL 20LF OF HEADER CURB

INSTALL 5' CONCRETE SIDEWALK ~ 50 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 24' WIDE ~ 241 SQFT

INSTALL 45LF OF TYPE "F" CURB SEE DETAIL R-4

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 10 CUYD CUT. 372 SQFT BAHIA SOD. SEE TYPICAL SECTION B.

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

PLAN 6+00 – 9+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 13 of 22

MATCHLINE C

MATCHLINE D

0 10 20 40

SCALE: 1"=20'

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 12 CUYD CUT. 500 SQFT BAHIA SOD. SEE DETAIL "C"

INSTALL ADA DETECTABLE WARNING SURFACES (6) AT INTERSECTION AND ACROSS THE STREET AS SHOWN

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 4 CUYD CUT. 130 SQFT BAHIA SOD. SEE TYPICAL SECTION A.

INSTALL 5' CONCRETE SIDEWALK ~ 282 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 205 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 908 SQFT TOTAL

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 19 CUYD CUT. 650 SQFT BAHIA SOD. TOTAL. SEE TYPICAL SECTION A.

NG~ 49.80

INSTALL 30LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 65 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 60 SQFT

INSTALL HEADER CURB ~ 26 LF

#1299

#1298

FERNWAY DR

INSTALL 30LF OF ADA COMPLIANT CURBING

NG~ 50.00

INSTALL HEADER CURB ~ 32 LF

49.15

49.30

48.75

NG~ 49.70

49.15

49.02

48.72

9+00

10+00

11+00

12+00

MILITARY BLVD

RELOCATED STOP SIGN

INSTALL 5' CONCRETE SIDEWALK ~ 111 SQFT

CONC. DRIVE

#294

#298

#300

#302

INSTALL 5' CONCRETE SIDEWALK ~ 283 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 45 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 35 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 325 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 40 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

RELOCATED FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/ UTILITY COMPANY)

INSTALL 5' CONCRETE SIDEWALK ~ 278 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 40 SQFT

INSTALL 5' SIDEWALK 6" THICK ~ 80 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

RELOCATED FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/ UTILITY COMPANY)

RELOCATE CABLE RISER (COORDINATE w/UTILITY COMPANY)

INSTALL 5' CONCRETE SIDEWALK ~ 515 SQFT TOTAL

INSTALL 5' SIDEWALK 6" THICK ~ 39 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

RELOCATE CABLE RISER (COORDINATE wUTILITY COMPANY)

ADJUST CLEAN OUT TO BE LEVEL WITH NEW SIDEWALK & REPLACE CAP TO TRAVERSABLE STYLE

TOTAL CONSTRUCTION:
= 2,791 SQFT 4" THICK CONC. SIDEWALK
= 60 LF ADA CONCRETE CURBING
= 409 SQFT 6" THICK CONC. DRIVEWAY
= 58 LF HEADER CURB

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

PLAN 9+00 – 12+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 14 of 22

MATCHLINE D

MATCHLINE E

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 12 CUYD CUT. 500 SQFT BAHIA SOD. SEE DETAIL "C"

INSTALL ADA DETECTABLE WARNING SURFACES (5) AT GALLATEN RD. INTERSECTION AND ACROSS THE STREET AS SHOWN

INSTALL 30LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 115 SQFT

INSTALL 20LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 193 SQFT

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

INSTALL HEADER CURB ~ 20 LF

NG~ 49.56

INSTALL 5' CONCRETE SIDEWALK ~ 50 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 908 SQFT TOTAL

INSTALL 5' SIDEWALK 6" THICK ~ 200 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 19 CUYD CUT. 645 SQFT BAHIA SOD. TOTAL. SEE TYPICAL SECTION A.

#1298

INSTALL 5' SIDEWALK 6" THICK ~ 111 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

#1299

INSTALL 5' CONCRETE SIDEWALK ~ 65 SQFT

INSTALL HEADER CURB ~ 45 LF

INSTALL 5' CONCRETE SIDEWALK ~ 633 SQFT

RELOCATED STOP SIGN

GALLATEN RD

48.25

48.60

48.25

48.41

48.56

48.16

NG~ 48.59

MILITARY BLVD

12+00

13+00

14+00

15+00

RELOCATED MAILBOX

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

INSTALL 5' CONCRETE SIDEWALK ~ 816 SQFT

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

#306

#314

#320

#334

INSTALL 5' SIDEWALK 6" THICK ~ 90 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' SIDEWALK 6" THICK ~ 85 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 130 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 16 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 140 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 241 SQFT

RELOCATED FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY

0 10 20 40

SCALE: 1"=20'

TOTAL CONSTRUCTION:
= 3,167 SQFT 4" THICK CONC. SIDEWALK
= 50 LF ADA CONCRETE CURBING
= 626 SQFT 6" THICK CONC. DRIVEWAY
= 65 LF HEADER CURB

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

PLAN 12+00 – 15+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 15 of 22

0 10 20 40

SCALE: 1"=20'

MATCHLINE E

MATCHLINE F

BUCKEYE RD

MILITARY BLVD

15+00

16+00

17+00

18+00

#1298

#1299

#342

#382

#284

INSTALL ADA DETECTABLE WARNING SURFACES (5) AT BUCKEYE RD. INTERSECTION AND ACROSS STREET AS SHOWN

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 5 CUYD CUT. 320 SQFT BAHIA SOD. SEE DETAIL "C"

INSTALL 5' CONCRETE SIDEWALK ~ 66 SQFT

NG~47.40

INSTALL 30LF OF ADA COMPLIANT CURBING

INSTALL HEADER CURB ~ 30 LF

INSTALL 5' CONCRETE SIDEWALK ~ 66 SQFT

NG~47.50

INSTALL 5' CONCRETE SIDEWALK ~ 872 SQFT

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 3 CUYD FILL. 146 SQFT BAHIA SOD.

INSTALL HEADER CURB ~ 35 LF

INSTALL 5' SIDEWALK 6" THICK ~ 160 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

NG~48.68

INSTALL 5' CONCRETE SIDEWALK ~ 162 SQFT

INSTALL ADA DETECTABLE WARNING SURFACE

INSTALL 10LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 58 SQFT

INSTALL HEADER CURB ~ 74 LF

INSTALL 5' CONCRETE SIDEWALK ~ 287 SQFT

NG~50.00

INSTALL 20LF OF ADA COMPLIANT CURBING

INSTALL 5' CONCRETE SIDEWALK ~ 285 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 70 SQFT

ADJUST SPRINKLER SYSTEM AS REQUIRED BY CONTRACTOR

46.65

46.45

46.50

46.12

INSTALL NEW STORM INLET APRONS (2)

46.93

46.33

48.33

47.83

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 7 CUYD CUT. 363 SQFT BAHIA SOD, INCLUDES AROUND INLET

INSTALL 5' CONCRETE SIDEWALK ~ 335 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 12' WIDE ~ 90 SQFT

RELOCATED MAILBOX

GRADE TO ACCOMMODATE SIDEWALK. 4:1 MAX SLOPE TO NATURAL GRADE. APPROX. 7 CUYD CUT. 420 SQFT BAHIA SOD. TOTAL. SEE TYPICAL SECTION A.

INSTALL 2.5' CONCRETE SIDEWALK ~ 5 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 360 SQFT

ADJUST MANHOLE TO BE LEVEL WITH NEW SIDEWALK

INSTALL DRIVEWAY APRON 6" THICK; 10' WIDE ~ 77 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 420 SQFT

RELOCATE FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY)

RELOCATED MAILBOX

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 135 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 217 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 29 SQFT

INSTALL NEW INLET APRON; INSTALL NEW INLET GRATE; FORM AND POUR TO ALLOW SAFE ADA CROSSING

TOTAL CONSTRUCTION:
= 3,015 SQFT 4" THICK CONC. SIDEWALK
= 60 LF ADA CONCRETE CURBING
= 679 SQFT 6" THICK CONC. DRIVEWAY
= 139 LF HEADER CURB

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

PLAN 15+00 – 18+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 16 of 22

MATCHLINE F

BILTMORE DR

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 10 CUYD CUT. 781 SQFT BAHIA SOD, INCLUDES AROUND S. INLET SEE DETAIL "C"

INSTALL 5' CONCRETE SIDEWALK ~ 160 SQFT

INSTALL NEW SOD 45 SQFT

NG~50.20

INSTALL ADA DETECTABLE WARNING SURFACES (3) AS SHOWN

INSTALL 30LF OF ADA COMPLIANT CURBING

INSTALL HEADER CURB ~ 56 LF

#1300

INSTALL 5' CONCRETE SIDEWALK ~ 55 SQFT

NG~48.75

48.05

48.31

48.77

48.28

INSTALL NEW STORM INLET APRON

INSTALL 5' SIDEWALK 6" THICK ~ 265 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

GRADE TO ACCOMMODATE SIDEWALK. APPROX. 3 CUYD FILL. 150 SQFT BAHIA SOD.

INSTALL HEADER CURB ~ 35 LF

EXISTING OAK TRIM LOWER BRANCHES

INSTALL 5' CONCRETE SIDEWALK ~ 872 SQFT

TOTAL CONSTRUCTION:
= 2620 SQFT 4" THICK CONC. SIDEWALK
= 50 LF ADA CONCRETE CURBING
= 801 SQFT 6" THICK CONC. DRIVEWAY
= 91 LF HEADER CURB

0 10 20 40

SCALE: 1"=20'

INSTALL 5' CONCRETE SIDEWALK ~ 163 SQFT

INSTALL 20LF OF ADA COMPLIANT CURBING

#1299

INSTALL 5' CONCRETE SIDEWALK ~ 45 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 231 SQFT

VANDERBILT DR

21+00

MILITARY BLVD

18+00

19+00

20+00

INSTALL NEW SOD 45 SQFT

RELOCATED SIGN

INSTALL ADA DETECTABLE WARNING SURFACES (2)

RELOCATE CABLE RISER (COORDINATE w/UTILITY COMPANY)

RELOCATED FIBER BOXES (3) OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY)

#286

#388

INSTALL 5' CONCRETE SIDEWALK ~ 487 SQFT

RELOCATED MAILBOX

INSTALL 5' CONCRETE SIDEWALK ~ 106 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 138 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 12' WIDE ~ 108 SQFT

INSTALL 4' CONCRETE SIDEWALK ~ 113 SQFT

MATCH GRADE

INSTALL DRIVEWAY APRON 6" THICK; 16' WIDE ~ 140 SQFT

#394

INSTALL 5' CONCRETE SIDEWALK ~ 65 SQFT

RELOCATED MAILBOX

RELOCATED FIBER BOX OR REPLACE WITH TRAFFIC RATED BOX (COORDINATE w/UTILITY COMPANY

#400

INSTALL 5' SIDEWALK 6" THICK ~ 55 SQFT EXISTING DRIVEWAY & APRON TO REMAIN

INSTALL 5' CONCRETE SIDEWALK ~ 26 SQFT

INSTALL 5' CONCRETE SIDEWALK ~ 297 SQFT

INSTALL DRIVEWAY APRON 6" THICK; 10' WIDE ~ 95 SQFT

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

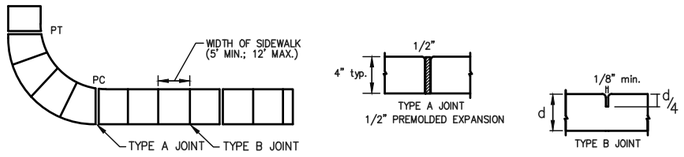
PLAN 18+00 – 21+00

DATE: 3/4/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 17 of 22

GENERAL NOTES:

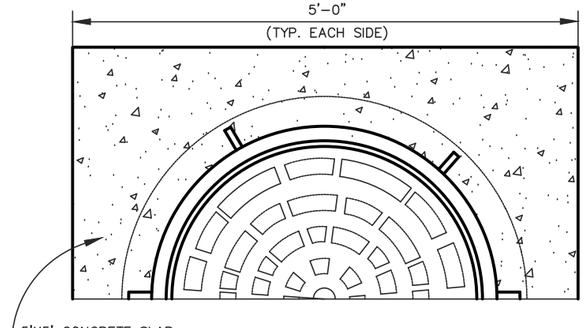
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

CITY OF ORMOND BEACH FLORIDA	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020

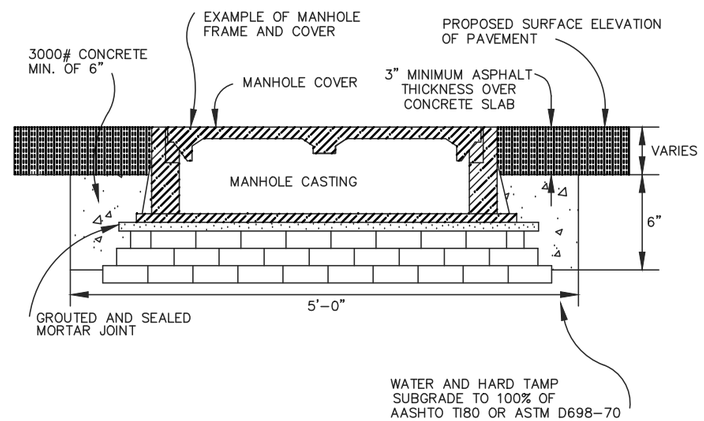


1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTIBLE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

CITY OF ORMOND BEACH FLORIDA	STANDARD CONSTRUCTION DETAIL **SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS** NTS	INDEX M-3 MAY 2020



HALF SECTION



MANHOLE ADJUSTMENT DETAILS

CITY OF ORMOND BEACH FLORIDA	STANDARD CONSTRUCTION DETAIL **MANHOLE ADJUSTMENT DETAILS** NTS	INDEX S-9C JUNE 2023

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

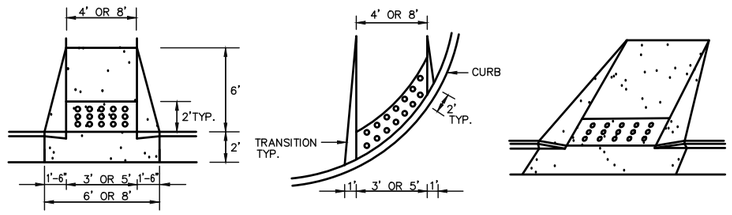
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

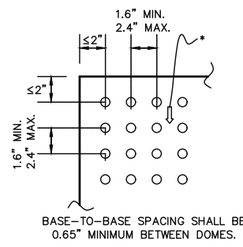
CONSTRUCTION DETAILS & NOTES

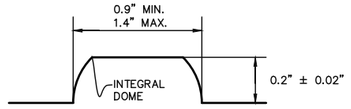
DATE: 3/4/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 18 of 22



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



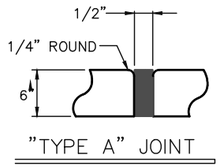


BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

NOTES:

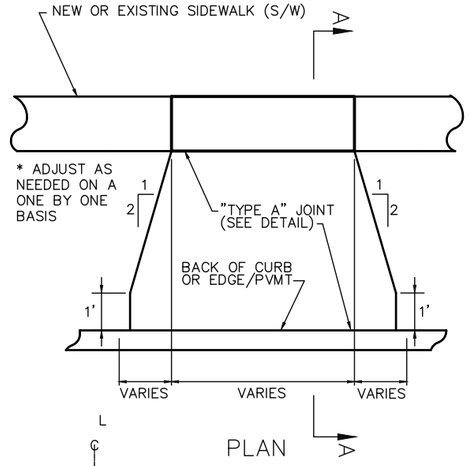
* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

NOTE: EXISTING SIDEWALK TO BE REMOVED AND REPLACED WITH 6" THICK CONCRETE IN AREA OF DRIVEWAY

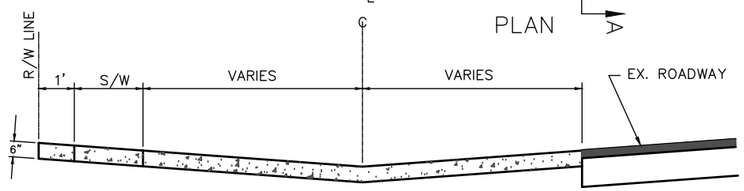


"TYPE A" JOINT

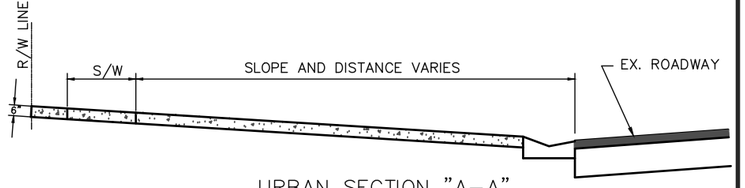
1/2" PREMOLDED EXPANSION JOINT



PLAN

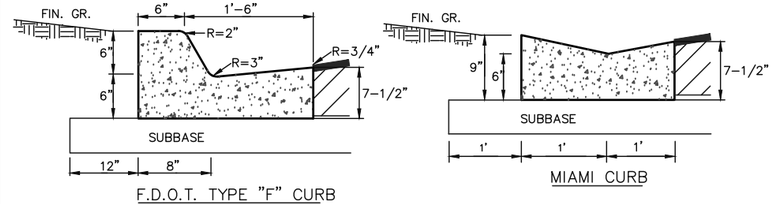


RURAL SECTION "A-A"



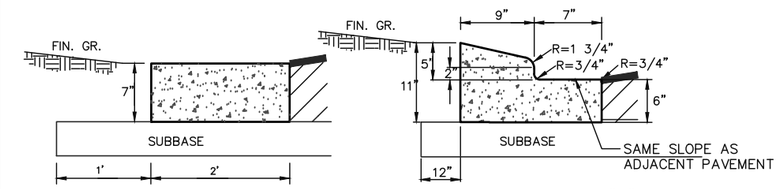
URBAN SECTION "A-A"

DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.B.V.-75
CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.



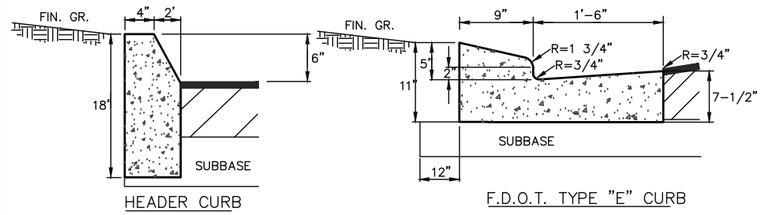
F.D.O.T. TYPE "F" CURB

MIAMI CURB



ENVIRONMENTAL CURB

F.D.O.T. TYPE "A" CURB



HEADER CURB

F.D.O.T. TYPE "E" CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

STANDARD CONSTRUCTION DETAIL **SIDEWALK AND BIKE PATH RAMP** NTS	INDEX M-4 MAY 2020	
STANDARD CONSTRUCTION DETAIL **RESIDENTIAL DRIVEWAY APRON DRAWINGS** NTS	INDEX M-7 MAY 2020	
STANDARD CONSTRUCTION DETAIL **STANDARD CURB CONSTRUCTION** NTS	INDEX R-4 MAY 2020	

DRAWING STATUS	
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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

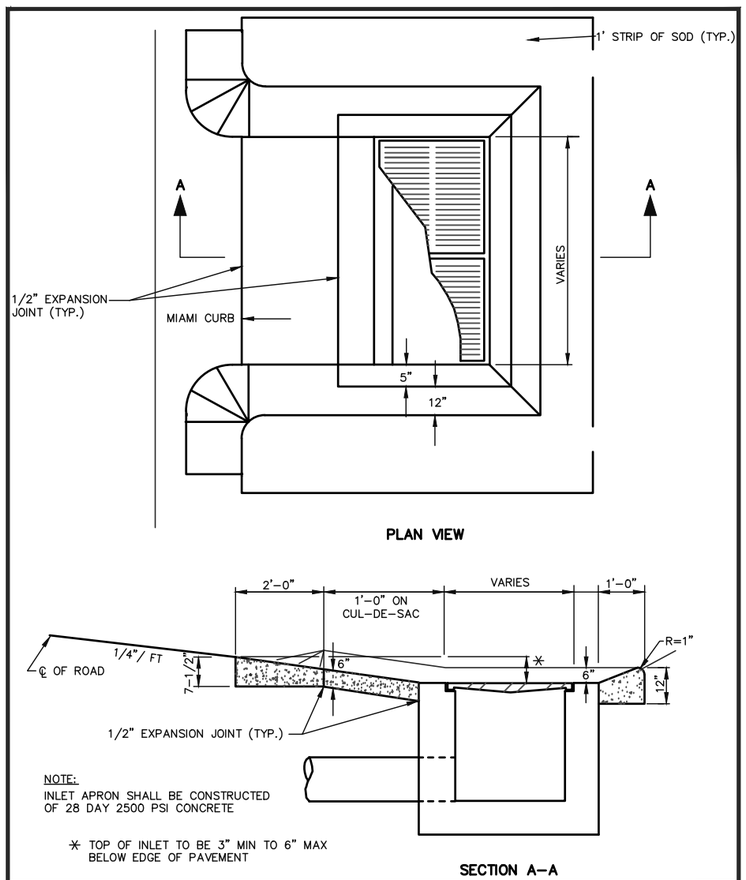
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

CONSTRUCTION DETAILS & NOTES

DATE: 3/4/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 19 of 22



STANDARD CONSTRUCTION DETAIL

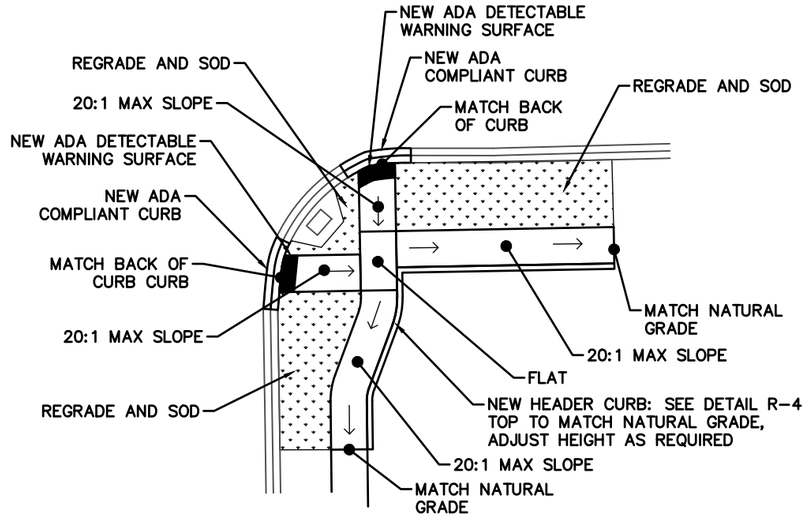
STORM INLET APRON

NTS

INDEX

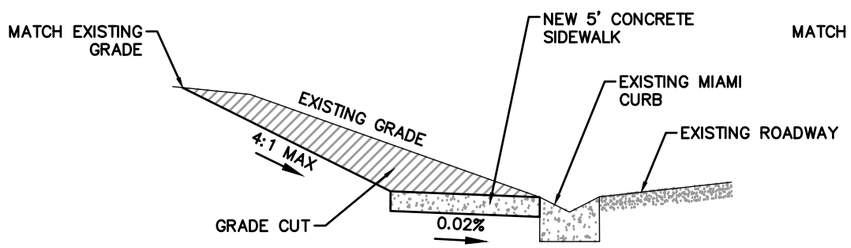
ST-3

MAY 2020



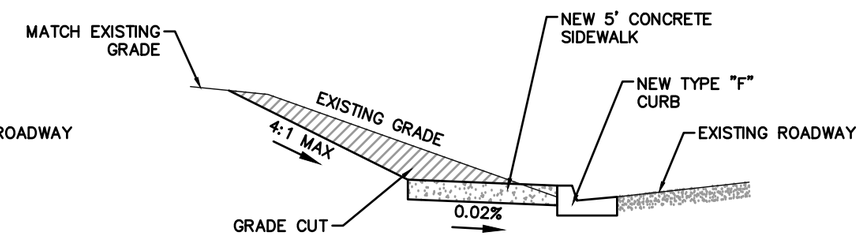
"C" TYPICAL CORNER REQUIRING REGRADING

NOT TO SCALE



TYPICAL SECTION A

NOT TO SCALE



TYPICAL SECTION B

NOT TO SCALE

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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

CONSTRUCTION DETAILS & NOTES

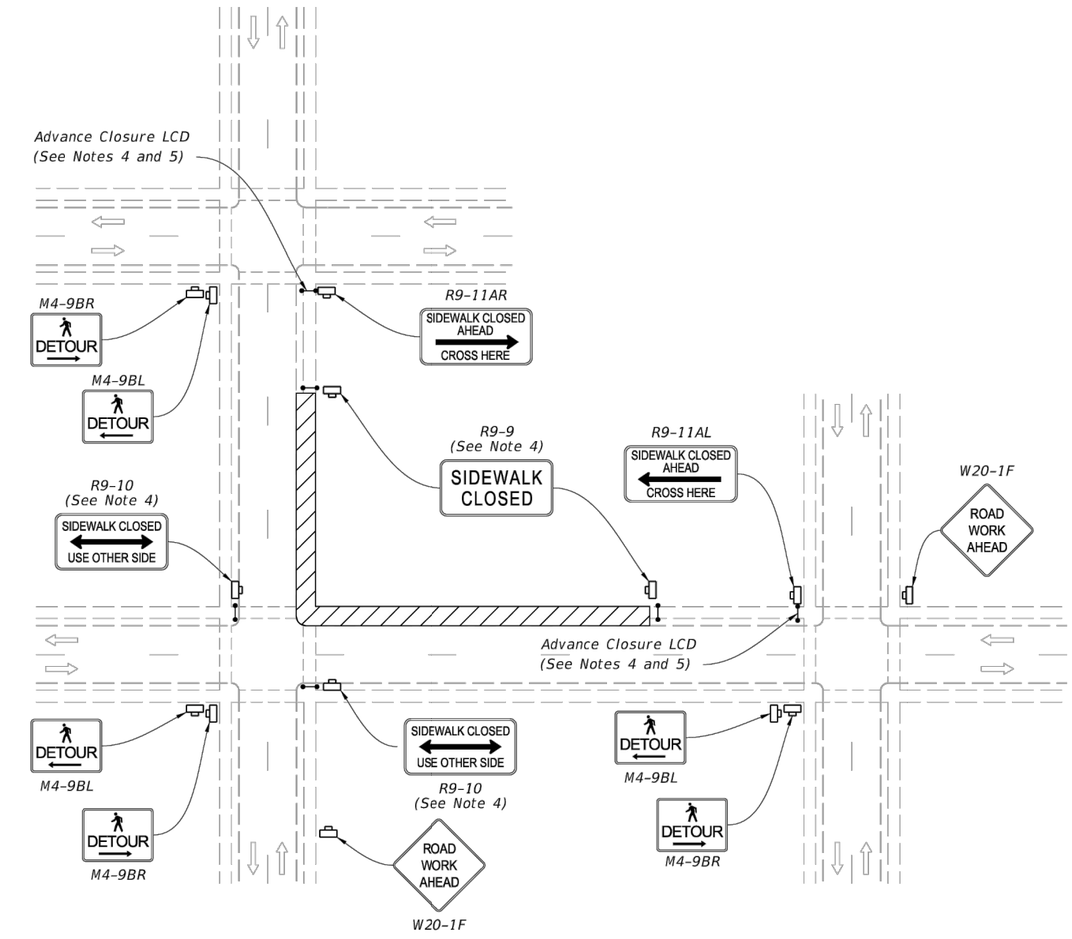
DATE: 3/4/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 20 of 22

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e,g,, transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

9/21/2021 12:26:54 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20						102-660	1 of 2

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD
SIDEWALK IMPROVEMENTS

MOT

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

DATE: 3/4/25	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 21 of 22

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

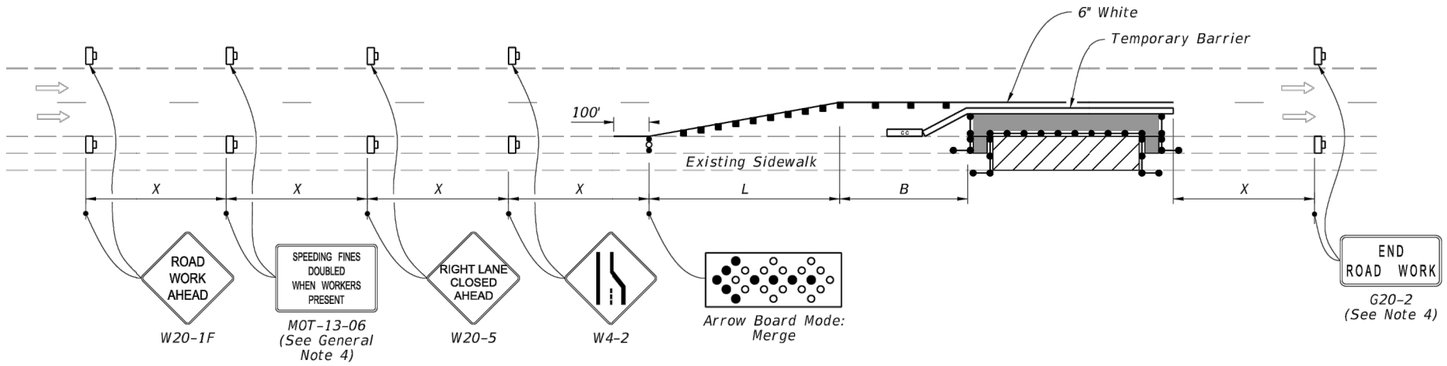
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

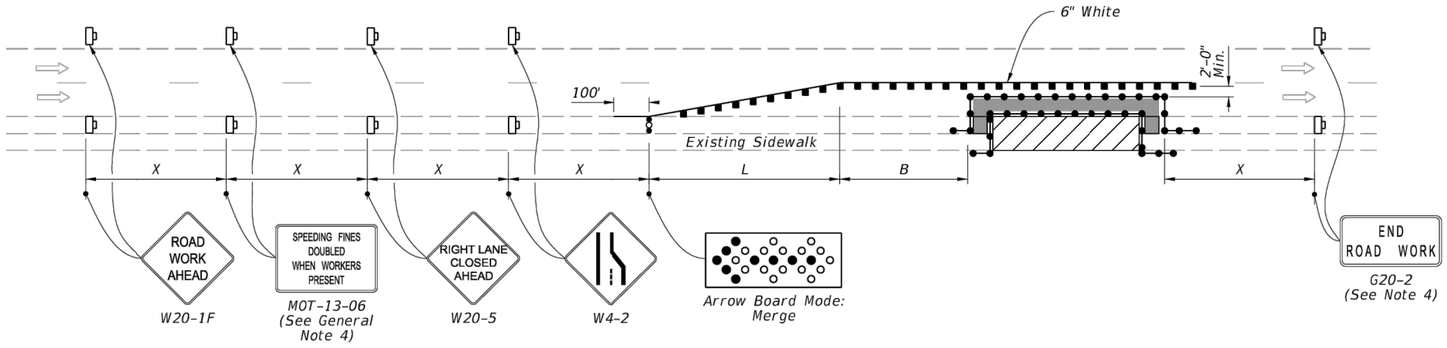
SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



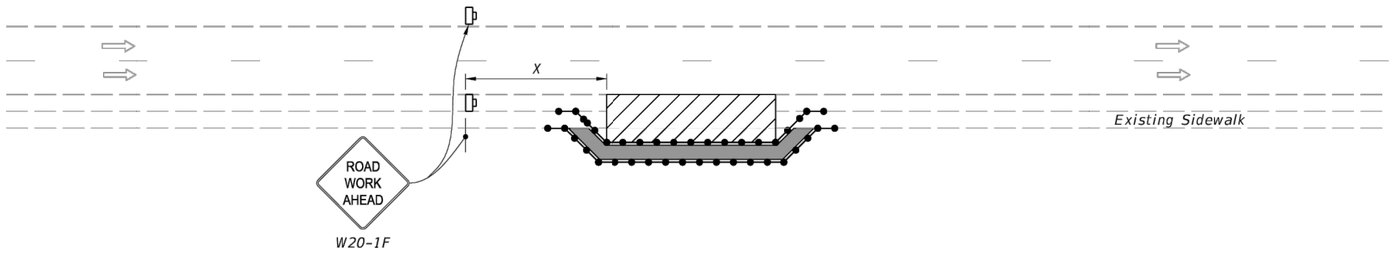
PEDESTRIAN DIVERSION - OPTION 1

(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2

(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

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LAST REVISION	REVISION	DESCRIPTION:
11/01/21		

FDOT FY 2022-23 STANDARD PLANS

SIDEWALK CLOSURE

INDEX 102-660

SHEET 2 of 2

DRAWING STATUS	
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	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

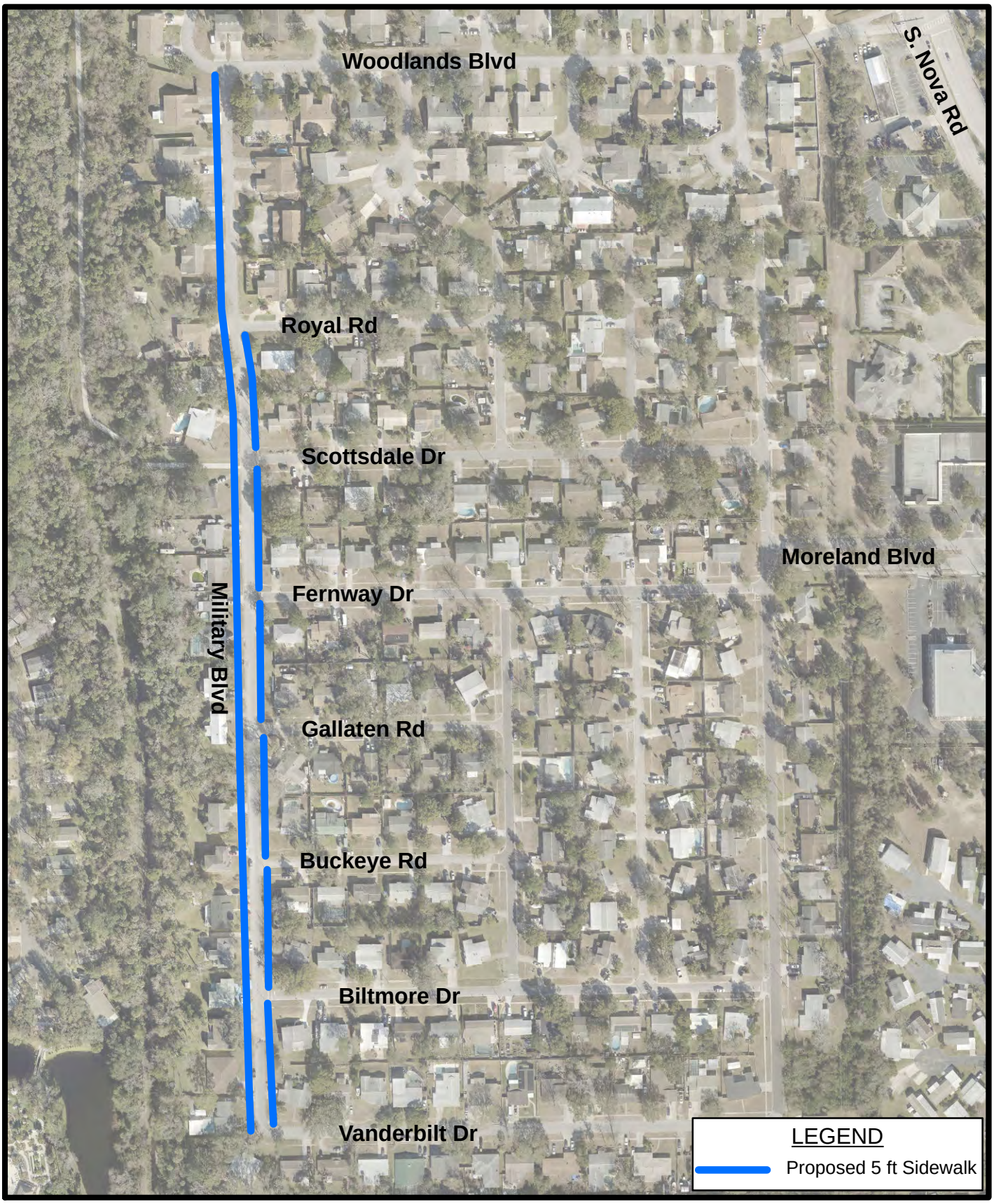
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

MILITARY BLVD SIDEWALK IMPROVEMENTS

MOT

DATE: 3/4/25
SCALE:
DRAWN BY: MC

PROJECT NO.: 00-
FILE NAME:
SHEET: 22 of 22



CDBG
MILITARY BOULEVARD
WEST & EAST SIDE SIDEWALK PROJECT

Prepared By: The City of Ormond Beach
G.I.S. Department - April 4, 2024

N
W E
S

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	C & D Franchise Renewal - Extreme Concrete		
Summary:	On February 19, 2025 Extreme Concrete Services, Inc., located in Edgewater, Florida, submitted a Construction and Demolition (C&D) Franchise Agreement Application for renewal, affidavit of acknowledgment of business type, and a non-refundable application fee of $2,500. This non-exclusive franchise agreement is for the collection and disposal of construction and demolition debris generated within the City. Extreme Concrete Services, Inc. offers 20- and 30-yard roll-off containers. The principal owners have been in business since 2003. Staff has received a high level of customer satisfaction from the company.		
Financial Impact:	Extreme Concrete Services, Inc. acknowledges the annual franchise fee of $5,000. These revenues will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures that businesses operate within the requirements of the City. Having a variety of authorized haulers provides a varied selection from which customers can choose.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the renewal of non-exclusive franchise agreement to Extreme Concrete Services, Inc.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Attachments:	1. Extreme Concrete Franchise Renewal	
Approval:	Kelly McGuire, Finance Director	3/4/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/4/2025
	Joyce Shanahan, City Manager	4/4/2025

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Extreme Concrete Services, Inc

Address: PO Box 1192

City/State/Zip Code: Edgewater, FL 32132

Phone Number: 386-957-3634

Contact Name: Jennifer DiLorenzo

Contact Email: extremeconcrete1192@gmail.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

Franchise Application Requirements
And Requirement Checklist

☐ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;

☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;

☐ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;

☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;

☐ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;

☐ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;

☐ 7. List of all franchises awarded to the applicant and the status of those franchises;

☐ 8. List of all franchises applied for which were not granted during the previous five-year period;

☐ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
2. The financial ability of the applicant to perform
3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;

☐ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be $1 million each occurrence, $1 million aggregate products and completed operations and $50,000 fire damage (any one fire).

☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."

☐ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars ($2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars ($1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.

☐ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.

2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

Jennifer Dilorenzo
Applicant name (print or Type)

Applicant signature

2-19-2025
Application submission date

Shawn Horsley 2-19-2025
Application received by date

Shawn Horsley 25224 2-11-2025
Application fee received by check number check date

2-19-2025
Approved City Manager/designee signature date

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 431 Timaquan Trail

City: Edgewater State: FL Zip: 32132

Telephone No.: 386-957-3634 Fax No.: _____

Federal ID No.: 65-1191529

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____
General Partner Signature

If a Corporation: Extreme Concrete Services, Inc
Corporate Name

(a Florida Corporation)

by: _____
Signature

Title: President

Attest: Jennifer DiLorenzo (SEAL)
Corporate Secretary

NOTARY PUBLIC: _____

Notary Public State of Florida
Donna E Schumann
My Commission HH 404147
Expires 7/29/2027

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this ___ day of the year ___, by _____ who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Donna E. Schumann

NOTARY NAME, PRINTED, TYPED, OR STAMPED: Donna E. Schumann

Commission Number: HH 404147 My Commission Expires: 7/29/2027

State of Florida
Department of State

I certify from the records of this office that EXTREME CONCRETE SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on May 22, 2003.

The document number of this corporation is P03000060014.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 6, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of February, 2025

Secretary of State

Tracking Number: 7345073476CC

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

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

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

PRODUCER	CONTACT NAME: Milagros Soto	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 333-6129	FAX (A/C, No):
	E-MAIL ADDRESS: mily.soto@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Extreme Concrete Services, Inc. 431 Timaquan Trail Edgewater FL 32132	INSURER A : AXIS Surplus Insurance Company	26620
	INSURER B : Progressive Express Insurance Company	10193
	INSURER C : Bridgefield Casualty Insurance Company	10335
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			P-001-003792699-01	06/22/2024	06/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			03819750	06/16/2024	06/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			P-001-003753992-01	06/22/2024	06/21/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-46348	06/21/2024	06/21/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF ORMOND BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.30 DAY NOTICE OF CANCELLATION. EXCEPT FOR NON-PAYMENT OF PREMIUM. WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF ORMOND BEACH
501 N ORCHARD ST.
ORMOND BEACH FL 32174-5142

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services. Inc.	Extreme Concrete Services, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1)CG2010 0704- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION(ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 1219 - ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS (ADDITIONAL INSURED-COMPLETED OPERATIONS)
3) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
4) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY:
1.) 2366 0211-BLANKET ADDITIONAL INSURED ENDORSEMENT (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
2.) 2367 0610-BLANKET WAIVER OF SUBROGATION

WORKERS COMPENSATION:
1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

UMBRELLA:
THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY

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MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498. DES MOINES. IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. 101400743

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Extreme Concrete Services, Inc. .

of Edgewater , State of Florida , as Principal,

and Merchants Bonding Company (Mutual) , a corporation duly licensed to do business in the State of Florida , as Surety, are held and firmly bound unto

City of Ormond Beach , Obligee, in the penal

sum of Twenty Five Thousand Dollars ($25,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed

Solid Waste Transporter

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 6th day of February , 2025 , and ending on the 6th day of February , 2026 , unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee named herein.

Dated this 6th day of February , 2025

Extreme Concrete Services, Inc.
Principal

Countersigned (if required):

Principal

By: _____

Merchants Bonding Company (Mutual)

By: _____
James A. Holter, Attorney-in-Fact

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

LP 0206 (2/15)

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually.

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of February , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of February , 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of February , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

Secretary

POA 0018 (6/24) For bond verification contact verify@merchantsbonding.com

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	RFP - Employee Benefits Broker of Record Services		
Summary:	The City utilizes a broker of record to provide critical employee benefits services such as marketing, negotiating, and securing employee benefit insurance plans; analyzing utilization data; successfully resolving claims and billing inquiries on behalf of employees; coordinating annual personal health assessment and health fair; collecting benchmark data relative to other municipalities; providing guidance on healthcare trends and regulatory changes to ensure compliance with state and federal requirements; monitoring and updating health insurance strategic initiatives to ensure high quality coverage while remaining fiscally responsible; completing all aspects of employee annual open enrollment; and facilitating quarterly meetings between the carrier's Chief Medical Officer and City leadership staff to review claims and identify opportunities for improved outcomes. The current employee benefits broker of record services agreement was entered into in August 2020 with Brown and Brown of Florida, Inc., and is currently in its last year of renewal. The City's internal policy is to periodically review and rebid broker of record service agreements to ensure the procurement of high-quality services and fair and competitive rates while preserving consistency in claims management, leveraging long-term carrier relationships, and minimizing disruption to employee healthcare services. As such, the City has prepared the attached RFP for Employee Benefits Broker of Record Services. If approved by the City Commission, the RFP will be advertised and released on April 20, 2025. Proposals will be received until May 21, 2025, at 2:00 p.m. Evaluation and a recommendation to the City Commission will be made prior to the renewal date.		

Financial Impact:	None at this time. Any recommended agreement to move forward with a broker will be brought back to the City Commission for approval.
Citizen Impact:	Administering a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for the successful delivery of services to its residents.
Recommended Action (Staff, Advisory Board and/or Other):	This agenda item serves as public notice of staff's intent to issue the Request for Proposals.
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202
Attachments:	1. RFP 2025-45 Employee Benefits Broker of Record_ 2. 1 2025 BAAG-Benefits At A Glance
Approval:	Kelly McGuire, Finance Director 3/31/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/10/2025

City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Employee Benefits Broker of Record Services**

RFP NUMBER:**2025- 45**

RFP OPENING DATE & TIME: **May 21, 2025 at 3:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

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

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, located in Volusia County, Florida, is comprised of approximately 33 square miles, with a population of 43,000 and 349 full-time employees. The city is seeking proposals from qualified firms to provide employee benefits broker of record services for all employee health, dental, vision, life, disability, and other related employee benefit programs.

All full-time employees are eligible to enroll in the city's medical, dental, and vision plans. The city pays 100% of the premium for employee coverage, and employees may enroll dependents and pay the associated premium. Qualified retirees and their dependents are also eligible to remain on the city's medical, dental, and vision plans at full cost to the retiree, as are terminated employees enrolled in COBRA coverage. In total, there are

currently 362 individuals enrolled in the city's health insurance plan, 431 enrolled in dental, and 432 enrolled in vision. The city also provides life and AD&D insurance and long term disability coverage for employees at the city's expense. Employees may elect and purchase additional life insurance, short term disability, and a variety of other supplemental coverages. (See attached benefits summary.)

In 2016, the city partnered with its health insurance carrier, Florida Health Care Plans, to develop and implement strategic health care initiatives. Through this process, the City has significantly reduced insurance costs while providing high quality coverage through the use of a high deductible health care plan (HDHP), utilization of a no-cost clinic for routine and urgent care needs, and a no-cost prescription program targeted to improve outcomes in high risk categories including heart disease, high blood pressure, diabetes, and high cholesterol.

A priority of the city is to avoid disruption in health care services (including provider networks and coverage) to its employees and family members while continuing to build on the success of the established framework. Although the city regularly evaluates and markets coverages to ensure cost competitiveness, it also considers the value of the carrier relationship and ongoing stability for its members when selecting benefits. The selected firm must have a similar approach and the ability to continue and build upon the existing strategic health care initiatves, prioritizing the employees' experience through strong carrier relationships and a focus on customer service.

II. SCOPE OF SERVICES

The selected firm must be able to provide the following tasks and services, however, this is not intended to be an exhaustive list:

1. Conduct an annual bidding process, carrier negotiations, and employee benefit plan selection in coordination with City leadership and established goals and objectives, including providing high quality health care, remaining fiscally responsible, minimizing provider disruption, improving employee health outcomes, and delivering excellent customer service.
2. Compile and present plan utilization data to the city on a quarterly basis with appropriate analysis, recommendations, and forecasting.
3. Leverage relationships with carriers to effectively and satisfactorily resolve member issues; communicating directly with members and carriers throughout process with little assistance from City staff.
4. Handle all claim inquiries, billing issues, complaints, and all other benefit related issues on behalf of the city with a high level of customer service and efficiency. Identify dedicated staff, with sufficient experience and knowledge, responsible for resolving both routine and complex issues on a daily basis.
5. Assign a primary contact who will be reasonably available for meetings and calls, present at City Commission meetings and workshops as needed, and responsive to inquiries the same day, including holidays and weekends.
6. Coordinate all aspects of the City's annual personal health assessment and health fair for employees to include testing (including weight, BMI, blood pressure, cholesterol, and various other biometric and lifestyle risk factors), producing individual and group reports and analysis, individual employee coaching services, and representation from other benefit programs and educational resources.

7. Collect and provide employee benefit coverage and cost benchmarking data relative to other municipalities in the area.
8. Provide information on health care trends and updates on relevant regulatory changes to ensure compliance.
9. Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administrative services in compliance with federal and state regulations, at no additional cost to the city.
10. Provide professional advice and guidance to ensure continued compliance with the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPPA), Internal Revenue Service (IRS), and other state and federally mandated benefits and regulations.
11. Continue existing coverage and strategic initiatives with current provider network and level of benefits to avoid disruption in employee healthcare treatments, to the extent possible under financial and regulatory constraints. Provide cost and disruption analysis for any proposed renewal plan change.
12. Design customized wellness incentives based on claims utilization data and best practices, and provide follow up metrics, analysis, and recommendations to encourage positive health outcomes.
13. Conduct all aspects of annual open enrollment, to include collating employee benefit enrollment packages, conducting in-person presentations for staff, and processing individual enrollments at various city facilities for a period of two weeks each year.
14. Provide and manage employee benefits enrollment platform and HSA/FSA banking relationship to facilitate benefits administration efforts, at no cost to the city and preferably utilizing current vendors to avoid disruption.
15. Create electronic and printable annual benefit summaries utilizing the city's current design standards, as well as other documents as requested.
16. Facilitate quarterly in person meetings between insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff; prepare agendas and objectives for each meeting to review claims data, resolve case management issues, and identify opportunities for improvement; and memorialize and follow up on agreed upon action points.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) additional one-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

1. Have at least ten (10) years of experience under the same broker name providing similar employee benefits broker services to municipalities of similar size and regional locations, with a similar scope of services as identified above.
2. Be licensed to transact insurance brokerage business in the state of Florida.
3. Demonstrate the broker has successfully provided employee benefits broker services to at least three other municipalities of similar size and geographic area, with a similar scope of services as identified above.
4. Services must have been provided in the past five years prior to the issuance of this RFP.
5. Demonstrated ability and success in design and implementation of a high deductible health care plan (HDHP).

6. Demonstrated ability and success implementing various strategies to complement the HDHP, including a no-cost urgent care clinic, wellness incentives, and reduced or no cost prescription plan, or substantially similar strategies to maintain high quality and cost-effective coverage.
7. Demonstrated experience working with current insurance provider, Florida Health Care Plans, as well as other major carriers in the market and region.
8. The client executive assigned to the account must have a minimum of ten years of experience providing employee benefits broker of record services to municipalities of similar size, geographic locations, scope of service, and plan design, and must be capable of speaking and making decisions on behalf of the firm. Additional support staff assigned to the city must have a minimum of five years of experience supporting municipalities in benefits administration, with equal experience administering an HDHP and HSA.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background and experience of firm:

Describe the firm's experience working with Florida municipalities of similar size and geographical region, specifically utilizing a high deductible health care plan supplemented by local, no-cost clinics; wellness incentives; and prescription drug strategies that maintain quality coverage while reducing employee costs. Provide specific examples of municipal clients with similar plans, describe how the firm successfully designed, implemented, and managed those plans to minimize cost increases without negatively impacting care.

Provide a list of all public employee benefit clients for the past three years. Provide contact information for at least three employee benefit municipal clients, with at least one of those being a municipal client with a HDHP.

Provide examples of informational literature, power points, enrollment and plan summaries, or other client materials the firm created for municipal clients with similar employee benefit programs.

Provide resumes for the firm owners, key management personnel, and dedicated account team including account executive, client representatives, and any other administrative support personnel interacting with the city.

Identify years of experience for each team member, as required in the minimum qualifications, listing only those years providing employee benefits broker of record services to municipalities of similar size, geographic locations, and scope of service.

Provide an organizational chart showing reporting structures for all key staff and dedicated team members.

Include three professional references for the individual designated to serve as the city's primary point of contact.

B. Fees:

Provide the firm's fee structure.

VI. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., May 21, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a

subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The evaluation committee will review proposals and select the Proposer that meets the best interests of the City and make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications of Firm (30 points)
Experience of Dedicated Team Members (40 points)
References (20 points)
Price (10 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

- 2025 Benefits Summary (Benefits at a Glance)

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

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 at 386-676-3233 or btonline@ormondbeach.org You can apply online here: https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 contractorlicensing@volusia.org
https://connectlivepermits.org/citizenportal/app/landing

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an

irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as

required by law, whichever is greater, and shall include and not limited to the following:

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder’s Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is

provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

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

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

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

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of

Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of “Best’s Key Rating Guide”, published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2025-45)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2025-45)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____FAX NO.:_____

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

TITLE:_____

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

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

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

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

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

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

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

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2025-45)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

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

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

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

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

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

My commission expires: _____

This document must be completed and returned with your Submittal

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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
   (Title) **(Business Name)**
   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.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

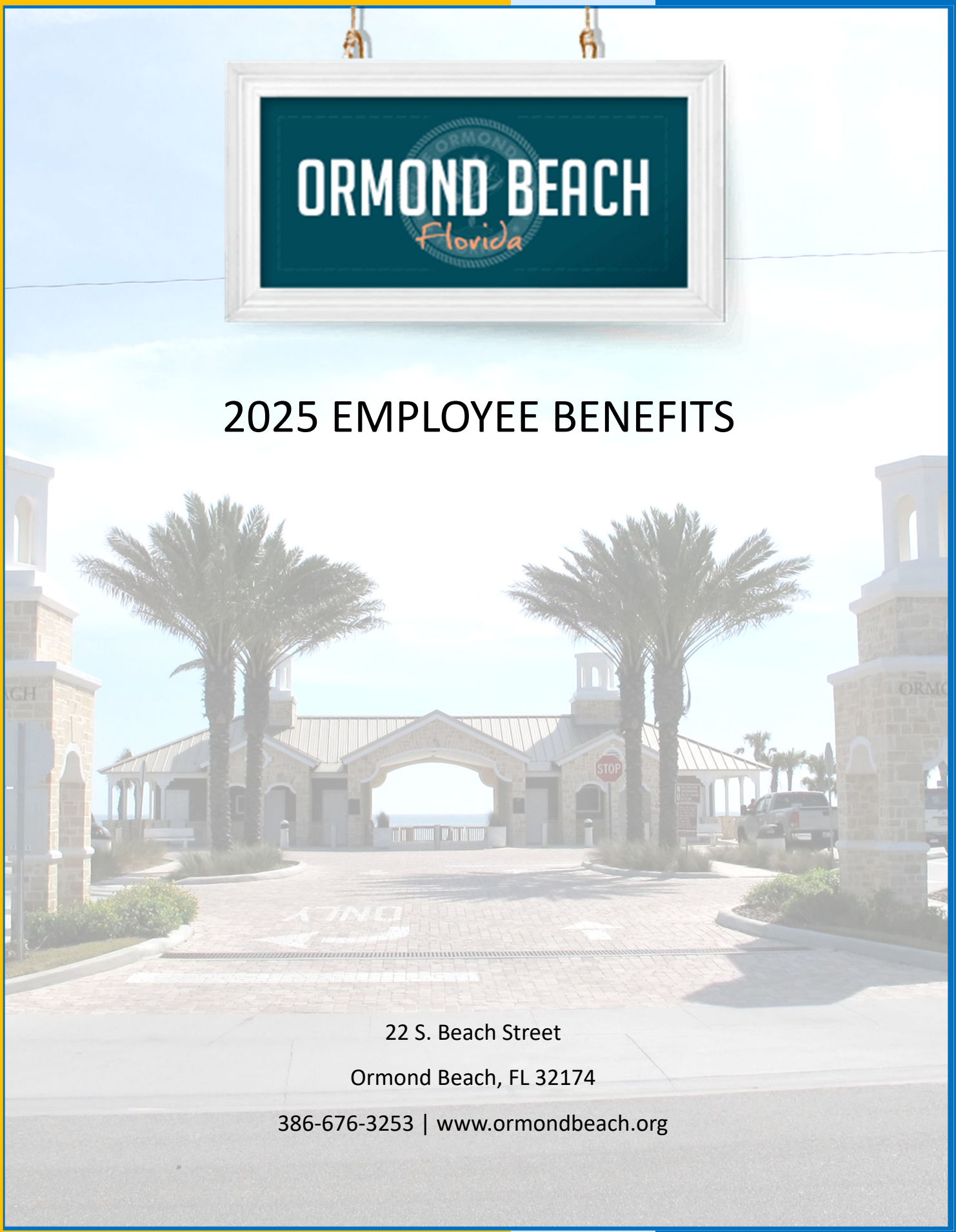
SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____

Notary Public, State of _____
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal



2025 EMPLOYEE BENEFITS

22 S. Beach Street

Ormond Beach, FL 32174

386-676-3253 | www.ormondbeach.org

Benefits Overview

The City of Ormond Beach benefits are offered to full time employees. Employees are eligible to enroll in benefits on the first of the month after 30 days of employment. This material provides an overview of the upcoming benefit options and enrollment instructions.

Medical Insurance

The City offers a high deductible health care plan (HDHP) through Florida Health Care Plans. Employees enrolled in the HDHP are eligible to receive Health Savings Account (HSA) funds.

Dental & Vision Insurance

Dental and Vision insurance is provided though Standard insurance to assist employees and their families in maintaining dental health.

Supplemental Benefits

Colonial & LegalShield offers voluntary benefits to help protect your income, and provide financial security and legal assistance.

Life and Disability Insurance

- Employer provided Life and Long Term Disability Insurance.
- Employees may purchase additional voluntary life insurance coverage for themselves and dependents and Short Term Disability for themselves.

Health Savings Account (HSA)

The City provides HSA accounts to employees enrolled in the HDHP health care plan. For the 2025 plan year, the City will fund up to $1,850 in employee accounts:

- $1,400 at the beginning of the plan year
- Additional $450 in HSA funds for participating in wellness events:
  - $125 skin cancer screening
  - $125 Personal Health Assessment
  - $100 Tobacco Affidavit or cessation program
  - $100 Wellness activities
- Eligible employees who are not employed at the beginning of the plan year will receive the City contribution on a pro-rated basis.
- HSA funds rollover year to year and are yours to keep.
- Employees can voluntarily contribute additional pre-tax dollars.

Changes can only be made to your plan elections at Open Enrollment or during qualifying life events such as marriage, divorce, birth, death, or a change in a dependent's insurance or student status.

Benefits Period: January 1 - December 31, 2025



ENROLL NOW ONLINE!

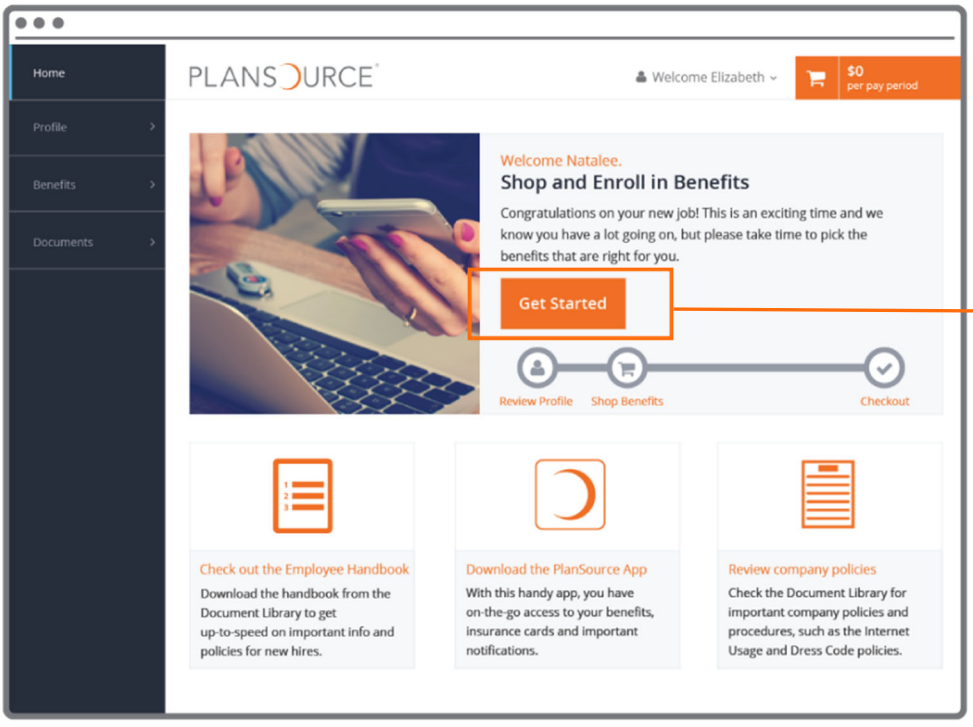
Human Resources is happy to help you with your enrollment, or use the directions below to enroll yourself.

Note: Meet with our new local agent to enroll in Colonial and LegalShield

Enroll through our benefits portal at https://benefits.plansource.com/

Username: first letter of your first name, the first 6 letters of your last name, and the last 4 digits of your social security number. For example, employee John Hancock (social XXX-45-6789) would have the following user name: jhancoc6789

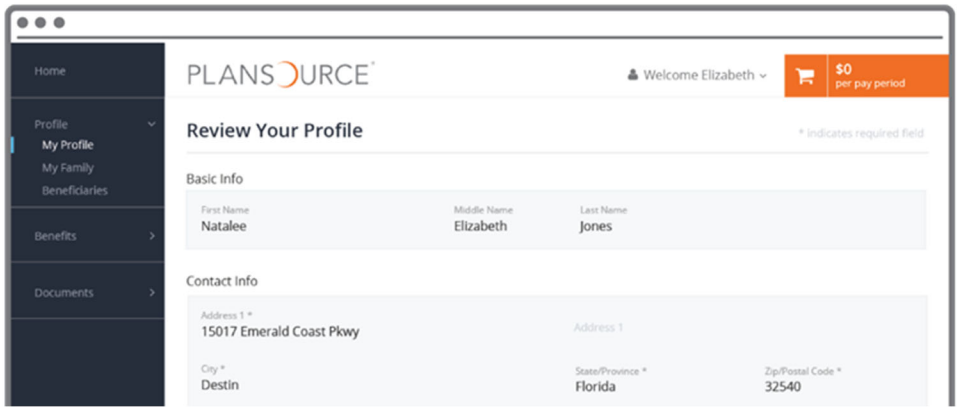
Password: Minimum 12 characters. At least one number and one special character. Example - Password123!



Homepage

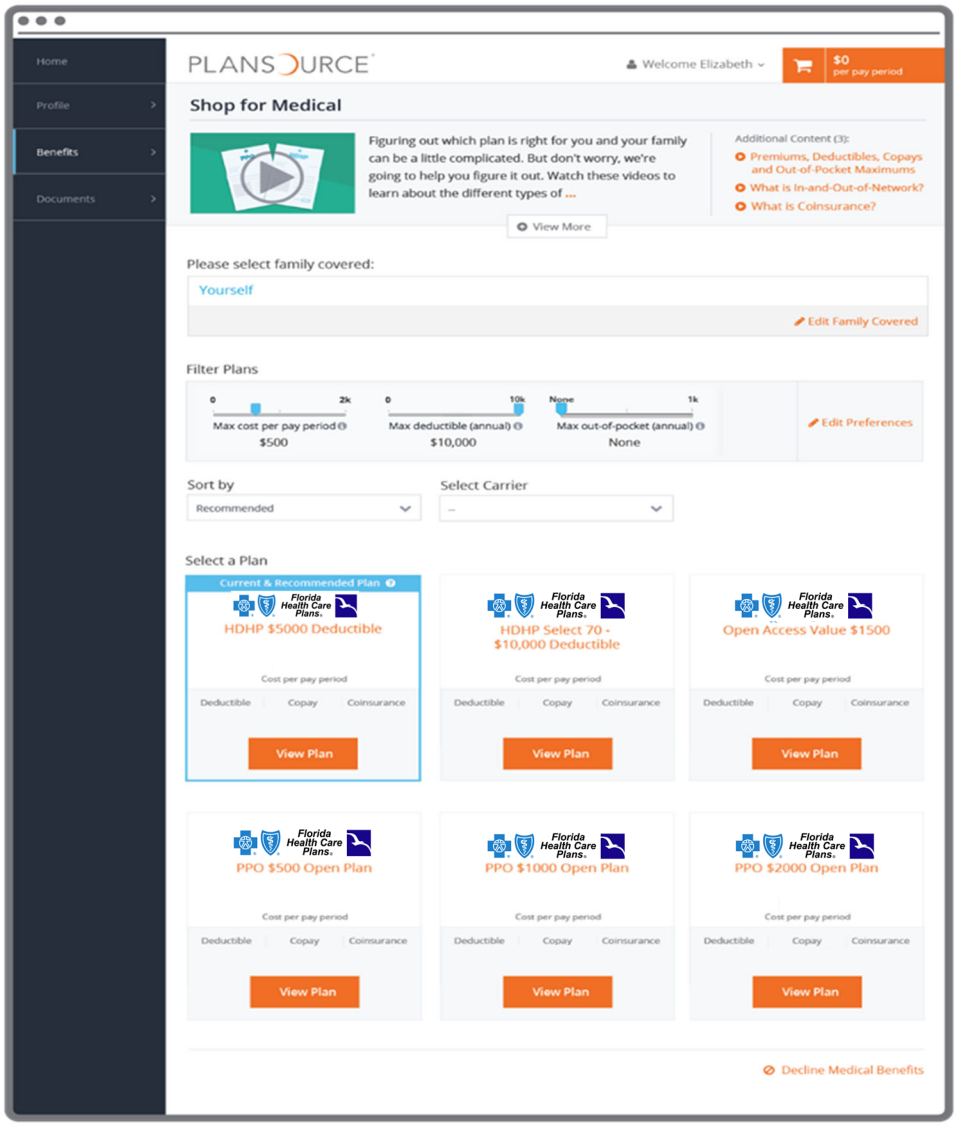
On the Homepage, click "Get Started" to begin.

Enroll in Benefits



Profile

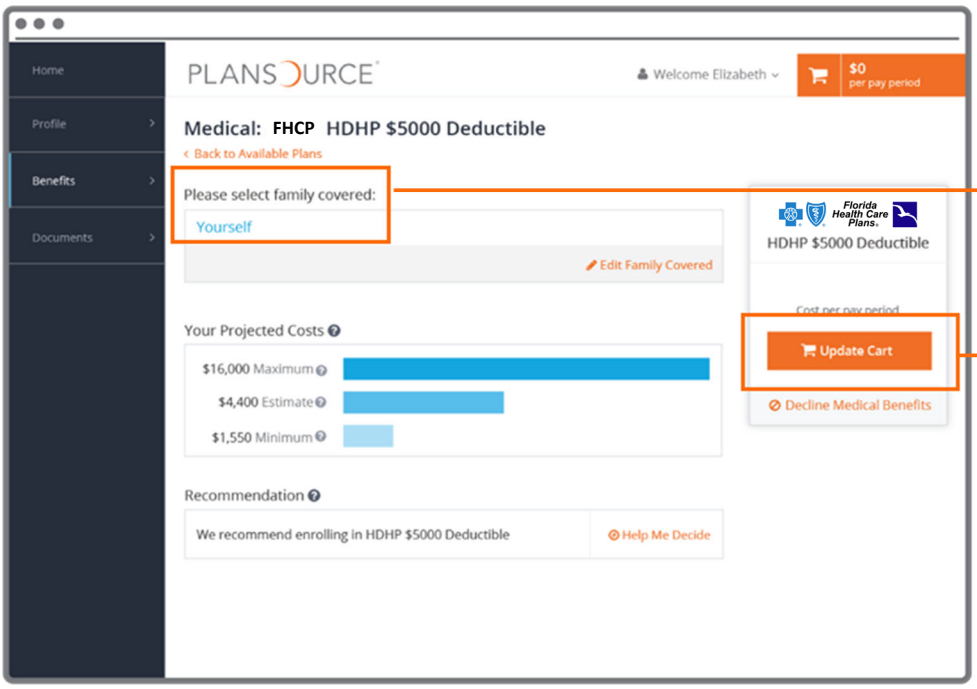
First, you'll be asked to review and update your profile and ensure that all information listed about yourself and your family members is correct.



Shop for Benefits

You can then begin selecting your benefit coverages .

Educational material about the specific plan type is available at the top of the page.



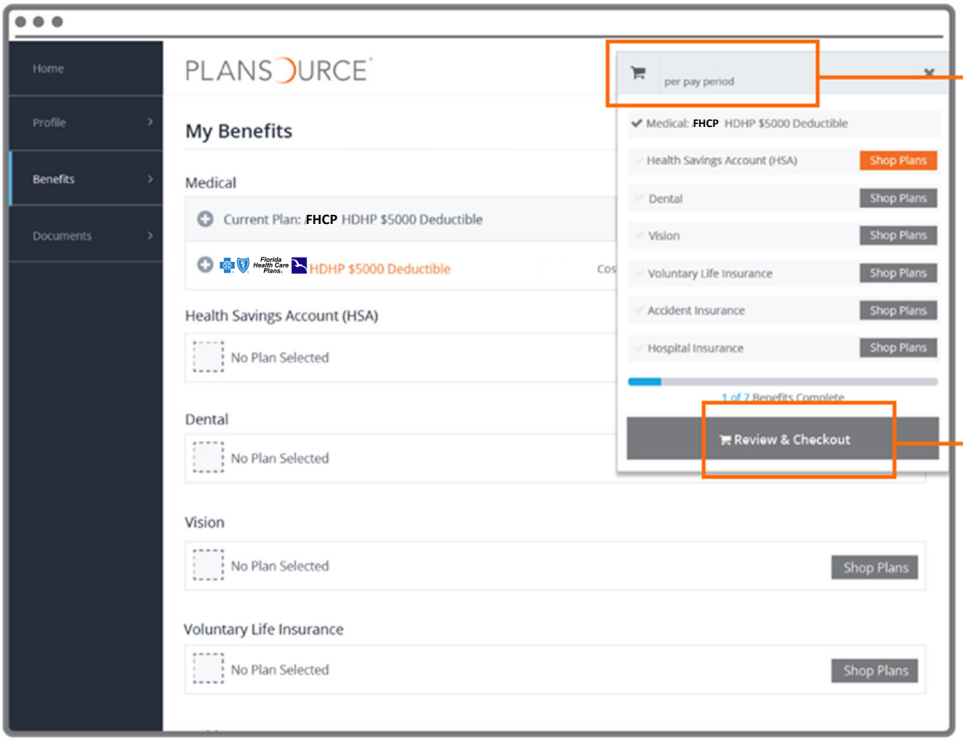
Plan Details

The plan detail page will give you information about each plan, including deductible, cost per pay period and projected costs.

Select Plan

To select a plan, indicate which family members are covered by clicking "edit family covered" and select the card for each family member you'd like to be on the plan.

Click "Update Cart" to choose the plan.



Shopping Cart

The shopping cart displays a running total of your combined benefits costs and shows your progress. You will need to select or decline a plan in each benefit type before you can check out.

Checkout

To finalize your choices, click "Review and Checkout and then "Checkout"." You must complete the checkout process in order to be enrolled in benefits.

Employee Premiums

January 1, 2025 through December 31, 2025

Premiums listed are employee's cost per payroll. Premium deductions are applied to the first two payrolls of each month.

Florida Health Care Plans - MEDICAL RATES PER PAYCHECK	HDHP
Employee Only	$0.00
Employee + Spouse	$261.75
Employee + Child(ren)	$261.75
Employee + Family	$363.54

The Standard - DENTAL RATES PER PAYCHECK	
Employee Only	$0.00
Employee + Family	$37.72

The Standard - VISION RATES PER PAYCHECK	
Employee Only	$0.00
Employee + Family	$4.38



The Standard - SHORT TERM DISABILITY RATES AND CALCULATOR	Employee's Age	Rate (Per $10 of benefit)
Step 1: Annual Salary_____ /52 =Weekly	Under 30	$0.624
Step 2: Weekly Salary_____ x .60 % =*Weekly Benefit_____	30-34	$0.695
Step 3:Weekly Benefit_____/10 = # of units_____	35-39	$0.548
Step 4: # of units_____x Rate_____=Monthly Premium	40-44	$0.513
Step 5: Take your monthly Premium _____ x 12 months=Annual Premium_____	45-49	$0.617
Step 6: Divide Annual Premium _____/by 24 to get semi-monthly payroll deduction_____	50-54	$0.715
	55-59	$0.981
*Subject to maximum weekly benefit	60+	$1.202

The Standard—VOLUNTARY LIFE INSURANCE RATES: EMPLOYEE/SPOUSE/CHILD			
	Purchased in increments of:	Guarantee issue amount	Maximum amount of voluntary coverage available
Employee	$10,000	$150,000	$300,000
Spouse	$5,000	$30,000	up to 100% of the coverage secured by employee, maximum $50,000
Child(ren)	n/a	$5,000/$10,000	$5,000/$10,000

Note: Child rate is $0.20 per $1,000

Employee's Age	Rate (Per $1000 of total coverage)
Under 30	$0.10
30-34	$0.11
35-39	$0.13
40-44	$0.19
45-49	$0.29
50-54	$0.42
55-59	$0.62
60-64	$1.13
65-69	$1.94
70-74	$2.15
75+	$4.10

Florida Healthcare - HDHP Medical

Benefits	Employee Only Plan		Family Plan	
	In-Network	Out of Network	In-Network	Out of Network
Health Savings Account (H.S.A.)	$1,400* contributed by The City		$1,400* contributed by The City	
Deductible	$1,650	$3,000	$3,300 Ind/$3,300 Family**	$3,300 Ind/$6,600 Family
Annual Out-of-Pocket Maximum	$3,300	$6,000	$3,300 Ind/$6,600 Family	$6,000 Ind/$12,000 Family
Lifetime Maximum	unlimited		unlimited	
PCP/Doctor Office Visits	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Routine Preventive Care	Covered in Full	Deductible + 40% coinsurance	Covered in Full	Deductible + 40% coinsurance
Specialist Visits	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Chiropractic Visits	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Emergency Room	Deductible + 20% coinsurance	Deductible + 20% coinsurance	Deductible + 20% coinsurance	Deductible + 20% coinsurance
Urgent Care Center	Deductible + 20% coinsurance	Deductible + 20% coinsurance	Deductible + 20% coinsurance	Deductible + 20% coinsurance
Hospital Inpatient	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Hospital Outpatient (incl. lab/x-ray)	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Lab/X-ray (Independent Testing Facility)	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Advanced Imaging (Independent Testing Facility)	Deductible + 20% coinsurance	Deductible + 40% coinsurance	Deductible + 20% coinsurance	Deductible + 40% coinsurance
Prescription Copays	FHCP Network Pharmacy	Walgreens Network Pharmacy	FHCP Network Pharmacy	Walgreens Network Pharmacy
Preventive Generic	$0	Not Covered	$0	Not Covered
Preferred Generic	Deductible + $3 copay	Deductible + $15 copay	Deductible + $3 copay	Deductible + $15 copay
Non-preferred Generic	Deductible + $10 copay	Deductible + $15 copay	Deductible + $10 copay	Deductible + $15 copay
Preferred Brand	Deductible + $30 copay	Deductible + $35 copay	Deductible + $30 copay	Deductible + $35 copay
Non-preferred Brand	Deductible + $55 copay	Deductible + $60 copay	Deductible + $55 copay	Deductible + $60 copay
Specialty Pref/Non Pref	15% Coins/25% Coins	Not Covered	15% Coin/25% Coin	Not Covered

Provider networks and prescription drug formularies may change from time to time, so visit your carrier's website periodically and check your plan's prescription drug formulary. Florida Health Care Plans' member services can assist with drug pricing also.

Percentages shown are the coinsurance amount you pay after you meet the deductible. Out of network coinsurance is based on reasonable and customary (R&C) charges determined by the plan.

*The City of Ormond Beach will contribute $1,400 for the 2025 plan year (prorated based on date of enrollment) to an HSA account for each employee who enrolls in the High Deductible Health Plan. The City will offer opportunities to earn an additional $450 throughout the year.

**Individual must satisfy $3,300 before deductible is met on the in-network family plan.

Medical Benefits

High Deductible Health Plan (HDHP)

On an HDHP plan, there are three phases: Deductible, Coinsurance and Out-of-Pocket Maximum. In the Deductible phase, members pay the full contracted costs of services until they meet the deductible. In the Coinsurance phase, members will pay 20% of services and prescription co-pay until they meet the Out-of-Pocket Maximum. When the Out-of-Pocket Maximum is met, the plan will pay 100% of all services for the remainder of the plan year. Deductible and out-of-pocket maximum are calculated on a calendar year basis. Deductible and out-of-pocket maximums have different rates for in–network and out-of-network providers.

Health Savings Accounts (HSA)

A health savings account (HSA) combines high deductible health insurance with a tax-favored savings account. Money in the savings account can help pay the costs of qualified medical expenses not covered by medical insurance for you and your dependents. Money left in the savings account earns interest and is yours to keep.

- EMPLOYEE OWNED ACCOUNT
- Pre-tax contributions
- *The City will contribute $1,400 to each eligible employee's Health Savings Account (HSA) upon enrolling in the HDHP
- The City will contribute up to an additional $450 to HSA account upon completion of Wellness Incentives
- Pay for qualified medical expenses. (See IRS Publication 502 for a list of qualified medical expenses).
- Maximum annual contribution:
    - Employee only: $4,300, Family: $8,550
    - Age 55 or older – additional election of $1,000

*The City of Ormond Beach will contribute up to $1,850; $1,400 plus up to an additional $450 in wellness incentives for the 2025 plan year (prorated based on date of enrollment) to an HSA account for each employee who enrolls in the High Deductible Health Plan. Please refer to page 14-15 for a list of Health Savings Account (HSA) frequently asked questions.

Flexible Spending Accounts (FSA)

A flexible spending account (FSA) is a tax-advantaged account that allows you to set aside pre-tax dollars to pay for qualified medical expenses not covered by medical insurance for you and your dependents. With an FSA you can set up an annual amount that is available to you immediately and pay for it on your biweekly payroll. Money not used on eligible expenses by the end of the year is lost.

Full Health Care FSA :

- Pre-tax contributions
- Employees who are not enrolled in the HDHP may contribute pre-tax dollars to pay for any IRS eligible expenses not covered by insurance.
- *Maximum annual contribution: $3,300.

Limited Purpose Health Care FSA (HDHP option):

- Pre-tax contributions
- Employees enrolled in the HDHP who also have an HSA may contribute pre-tax dollars to pay for **vision** and **dental** expenses not covered by insurance.
- *Maximum annual contribution: $3,300.

Dependent Care FSA:

- Pre-tax contributions
- Available to all benefit eligible employees to help pay for before/after school, day care, summer programs
- Maximum annual contribution: $5,000

2025 Wellness Incentives

The city will contribute up to $450 in Wellness Incentives for each employee enrolled in the HDHP for 2025.

$125 - Personal Health Assessment (PHA)

FHCP provides an event for employees to participate in the PHA and receive $125 to their HSA. Activities include a personal history screening, BMI calculations, glucose stick test, blood pressure test, and consultation with a physician. This is offered in February only. Employees must be enrolled in HDHP by February 1 to participate.

$125 - Skin Cancer Screenings

Free skin cancer screenings are available through an FHCP provider. Employees who complete this and return the approved form receive $125 to their HSA. No follow-up treatment is required. Additional services are at the cost of the employee. This is available all plan year.

$100 - Tobacco Free Affidavit

(or cessation program)

Employees who sign our tobacco free affidavit receive $100 to their HSA. Employees who are not tobacco free may complete an approved cessation program and receive wellness dollars also. This is available all plan year.

$100 - Wellness Activities

Employees who participate in a designated number of activities will receive $100 to their HSA. Activities will include Online Webinars, challenges, sporting activities, activity tracking events, and many more. Details will be provided throughout the year. This is available all plan year.

HSA and FSA Provider Information

Health Savings Accounts (HSA)

can be accessed at

https://uba.tasconline.com

800-422-4661 Customer Service



Flexible Spending Account (FSA)

can be accessed at

https://uba.tasconline.com

800-422-4661 Customer Service



WHERE TO GO

WHEN YOU NEED MEDICAL ATTENTION

Your Primary Care Physician (PCP) office if your Medical Home and is the first place to call with any health care needs and questions. Your physician has your history and is often able to help you.

PRIMARY CARE PHYSICIAN



Reasons to see your Primary Care Physician include:

Chronic Conditions like:
- Hypertension/High Blood Pressure
- Diabetes/High Blood Sugar
- High Lipids/Cholesterol
- Heart Disease
- Arthritis
- Depression

Acute Conditions like:
- Headache and/or fever
- Urinary tract infection
- Minor injuries
- Low back pain

Coordination of Care
- After Hospital, Skilled Nursing Home or Home Health Discharge
- After ER Evaluation

Benefits of visiting PCP
- Low copay for most plans
- Medical history is available
- Established relationship with your physician and clinical staff

DOCTOR ON DEMAND



Reasons to use a video visit with a physician include:

- Cough, cold or flu
- Minor strains & sprains
- Bronchitis & sinus infection
- Skin & eye issues
- Upset stomach
- Urinary tract/bladder infections
- Rashes
- Pediatric issues
- Psychological issues
- Visit with a licensed therapist

Benefits of using Doctor On Demand:

- Low copay and 24/7 hours
- Board certified physicians
- Licensed psychologists
- Use smartphone or tablet
- Available throughout U.S.
- Use when PCP/EHCC are unavailable to you

Download the app from the App Store on your smartphone or tablet today!

EXTENDED HOURS CARE CENTERS



Reasons to visit an EHCC include:

- Acute minor trauma
- Cough, cold or flu
- Strains & sprains
- Minor allergic reactions
- Immunizations
- Low back pain
- Placement of stitches for a cut/laceration
- Removal of stitches
- Urinary tract/bladder infections

Benefits of visiting an EHCC:

- Multiple locations in Volusia and Flagler Counties with physicians and advanced practitioners
- WorkForce Wellness rider is accepted
- Same-day appointments
- Shorter wait time
- Significant savings over ER

If your local FHCP Extended Hours Care Center is closed, please consider visiting the nearest FHCP participating Urgent Care Center.

EMERGENCY ROOM



Reasons to visit the Emergency Room include:

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Mental status change
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning

Florida Health Care Plans

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

GREAT NEWS!
FREE MEDICATION
to Help Keep You Healthy!

Effective June 1st, 2022, the medications listed below are free when filled at your FHCP Pharmacy or FHCP Pharmacy Mail Order.

CHOLESTEROL

- **Atorvastatin** 10mg, 20mg, 40mg, 80mg Tablet
- **Lovastatin** 10mg, 20mg, 40mg Tablet
- **Pravastatin** 10mg, 20mg, 40mg, 80mg Tablet
- **Rosuvastatin** 5mg, 10mg, 20mg, 40mg Tablet
- **Simvastatin** 5mg, 10mg, 20mg, 40mg, 80mg Tablet

DIABETES

- **Metformin** 500mg, 850mg, 1000mg Tablet
- **Metformin ER** 500mg, 750mg Tablet
- **Novolin 70/30 Insulin** 10ml vial, Flexpen
- **Novolin N Insulin** 10ml vial, Flexpen
- **Novolin R Insulin** 10ml vial, Flexpen

HEART & BLOOD PRESSURE

Angiotensin Converting Enzyme (ACE) Inhibitor

- **Benazepril** 5mg, 10mg, 20mg, 40mg Tablet
- **Enalapril** 2.5mg, 5mg, 10mg, 20mg Tablet
- **Lisinopril** 2.5mg, 5mg, 10mg, 20mg, 30mg, 40mg Tablet
- **Lisinopril/HCTZ** 10-12.5mg, 20-12.5mg, 20-25mg Tablet
- **Quinapril** 5mg, 10mg, 20mg, 40mg Tablet
- **Ramipril** 1.25mg, 2.5mg, 5mg, 10mg Tablet

Beta-Blocker

- **Atenolol** 25mg, 50mg, 100mg Tablet
- **Carvedilol** 3.125mg, 6.25mg, 12.5mg, 25mg Tablet
- **Metoprolol** 25mg, 50mg, 100mg Tablet
- **Metoprolol ER** 25mg, 50mg, 100mg, 200mg Tablet
- **Nebivolol** 2.5mg, 5mg, 10mg, 20mg Tablet

Angiotensin Receptor Blocker (ARB)

- **Irbesartan** 75mg, 150mg, 300mg Tablet
- **Losartan** 25mg, 50mg, 100mg Tablet
- **Losartan/HCTZ** 50-12.5mg, 100-12.5mg, 100-25mg Tablet
- **Olmesartan** 5mg, 20mg, 40mg Tablet
- **Olmesartan/HCTZ** 20-12.5mg, 40-12.5mg, 40-25mg Tablet
- **Telmisartan** 20mg, 40mg, 80mg Tablet
- **Valsartan** 40mg, 80mg, 160mg, 320mg Tablet

Calcium Channel Blocker

- **Amlodipine** 2.5mg, 5mg, 10mg Tablet

Platelet Aggregation Inhibitor

- **Clopidogrel** 75MG Tablet

RESPIRATORY

- **Fluticasone/Salmeterol** 100-50mcg, 250-50mcg, 500-50mcg Inhaler

DON'T SEE YOUR MEDICATION?
Show this list to your doctor to see if there is a medication above that could work for you instead.



Dental Benefits

Dental Benefits At A Glance		
Benefit	In Network	Out of Network
Calendar Year Deductible (CYD) Individual/Family	Deductible is waived for Preventive Care	
	$50/$150	$50/$150
Preventive	100%	100%*
Basic (Includes Perio/Endo)	80% (Calendar Year Deductible Applies)	80% Calendar Year Deductible Applies
Major	80% (Calendar Year Deductible Applies)	80% Calendar Year Deductible Applies
Orthodontia (Child)	50% up to $1,000 (Lifetime)	50% up to $1,000 (Lifetime)
Calendar Year Max	$1,500 combined	$1,500 combined

For more information and to find providers visit

https://dentalnetworkpartners.ameritas.com/



*Paid at 90% of UCR (usual and customary charges). You may be balanced billed when using Out of Network providers.

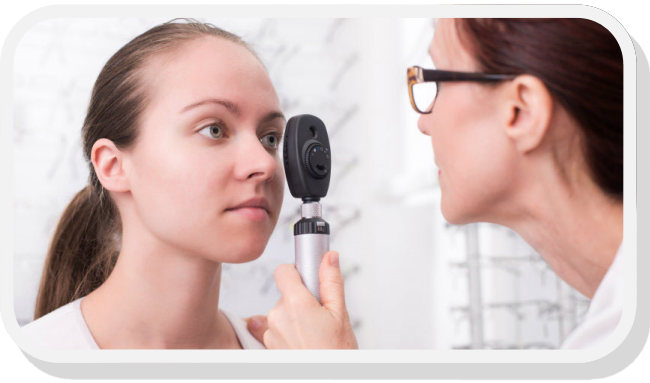


Vision Benefits

Vision Benefits At A Glance	
Eye Exam: $10 Copay **Materials**: $25 Copay	Every 12 months
Prescription Lenses One pair of new prescription lenses, if required by a change in prescription, covered in full.	Every 12 months
Frames Frame of your choice covered up to $105 Allowance	Every 24 months
Contact Lens Care When you choose contacts instead of glasses, your $105 allowance applies to the cost of your contacts and any contact lens exam (fitting and evaluation). This exam is in addition to your vision exam to ensure proper fit of contacts. If you choose contact lenses you will be eligible for frames 12 months from the date the contact lenses were obtained. If contact lenses are medically necessary, they are covered in full at in-network providers.	Every 12 months

Note: The vision network is VSP Choice & Affiliates. Frequencies are not based on a calendar year but are based on the date the service was rendered, then another 12 or 24 months before the next service is eligible.

This plan also offers discounts on Lasik surgery procedures. For more information and to find a provider visit https://www.standard.com



Group Life and AD&D Insurance

The City provides a Group Life and AD&D insurance plan for all full-time employees **at no cost to the employee**. Each employee is covered at 1x their annual salary with a maximum of $100,000. The City also offers a Group Life / AD&D benefit for spouse $5,000 and Child $2,000.

Long Term Disability

All full-time employees are provided Long Term Disability insurance through the City of Ormond Beach **at no cost to the employee**. This income protection is provided in the event that you become injured or disabled and cannot work for a long period of time. Your income replacement benefit would equal 50% of your average monthly earnings. The maximum monthly benefit you can receive is $5,000. Benefits will begin after you have been unable to work for 180 days due to a covered illness or accident and will continue to be paid up to your Social Security Normal Retirement Age.

Other Voluntary Benefits:

Voluntary Short Term Disability

This voluntary benefit provides income protection in the event that you become injured or disabled and cannot work for a short period of time. Your income replacement benefit would equal 60% of your average weekly earnings. The maximum weekly benefit you can receive is $1,500. Benefits will begin after you have been unable to work for 7 days due to a covered illness or accident and will continue to be paid up to 25 weeks. See the age banded rates and calculation on page 5.

Voluntary Life Insurance

Voluntary life insurance for yourself or your dependents may be purchased in addition to your Group Life Insurance. Rates for employee/spouse are subject to employee's age at enrollment.

Summary of Voluntary Life Insurance	
Guaranteed Issue	$150,000
Minimum Benefit Amount	$10,000
Maximum Benefit Amount	$300,000
Increments of…	$10,000
Spouse Coverage	
Spouse Guarantee Issue	$30,000
Minimum Benefit Amount	$5,000
Maximum Benefit Amount	$50,000
Increments of…	$5,000
Child(ren) Coverage	
Live birth - 29 years	$5,000/ $10,000

Plan premium rates are outlined on page 5

Supplemental Insurances

Supplemental plans offered by Colonial Life are Cancer, Accident, Universal Life, and Critical Illness.

More information is available at: https://learn.coloniallife.com/city-of-ormond-beach-dpc-2/p/1

HSA Frequently Asked Questions

What is a Health Savings Account?

A Health Savings Account (HSA) works with a high deductible health plan (HDHP), and lets you set aside a portion of your paycheck—before taxes— into an account to help you pay for medical expenses that aren't covered by your plan. It can also help you plan for future medical expenses. The City places $1,400* into an HSA for employees who have elected the HDHP, and up to an additional $450 in wellness incentives .

You'll be issued a **debit card** you can use at point-of-sale to pay for approved medical expenses. You can request distributions online for any purchases not made with your debit card. Payment will be made based on your available funds and may be sent via direct deposit.

How do I manage my HSA?

Your Health Savings Account (HSA) is your account; the HSA dollars are your dollars. Since you are the account holder or HSA beneficiary, *you* manage your HSA account. You may choose when to use your HSA dollars or when *not* to use your HSA dollars. HSA dollars pay for any eligible expense. Most commonly, the HSA account holder will use HSA dollars to pay the out-of-pocket expenses associated with their high-deductible health plan, such as a deductible or coinsurance.

What expenses are eligible for reimbursement from my HSA?

HSA dollars may be used for qualified medical expenses incurred by the account holder and his or her spouse and dependents. Qualified medical expenses are outlined within IRS Section 213(d). In summary, IRS Section 213(d) states that "the expense has to be primarily for the prevention or alleviation of a physical or mental defect or illness." See IRS Publication 502 for a list of qualified medical expenses at https://www.irs.gov/pub/irs-pdf/p502.pdf.

Are dental and vision care qualified medical expenses under an HSA?

Yes, as long as these are deductible under the current rules. For example, cosmetic procedures, like cosmetic dentistry, would not be considered qualified medical expenses.

Can my HSA dollars be used for retirement health care costs?

Yes, but only for expenses eligible for reimbursement.

When can I start using my HSA dollars?

You can use your HSA dollars immediately following your HSA account activation and once contributions have been made.

What if I have HSA dollars left in my account at year-end?

The money is yours to keep. It will continue to earn interest and will be available for you and your health care costs next year. Any dollars left in your HSA account at year-end will automatically roll over into next year's HSA account.

*The City of Ormond Beach will contribute $1,400 for the 2025 plan year (prorated based on date of enrollment) to an HSA account for each employee who enrolls in the High Deductible Health Plan. The City will offer opportunities to earn an additional $450 throughout the year.

What expenses are NOT eligible for reimbursement from my HSA?
The following expenses may not be reimbursed from an HSA:

-Premiums for Medicare supplemental policies

-Expenses covered by another insurance plan

-Expenses incurred prior to the date the HSA was established

-Over-the-counter drugs purchased without a prescription, except insulin

Can I use the money in my account to pay for my dependents' medical expenses?
You can use the money in the account to pay for the medical expenses of yourself, your spouse or your dependent children. You can pay for expenses of your spouse and dependent children even if they are not covered by your HDHP.

When do I contribute to my HSA account, and how often can I?
You, your employer or others can contribute to your HSA account through payroll deductions or as a lump sum deposit. You can contribute as often as you like, provided your and your employer's total annual contributions do not exceed the maximum IRS limits of **$4,300** for individual coverage or **$8,550** for family coverage. Individuals who are age 55 or older are eligible to make "catch-up" contributions up to $1,000.

How do I pay my physician or network facility at time of service with my HSA dollars?
You may request that the network provider submit your claim to your health plan. You should make sure that your provider has your most up-to-date insurance information. Once the medical claim has been processed, if applicable, out-of-pocket expenses will be billed. At this time you may choose to use your HSA debit card or your may choose to pay for any out-of-pocket expenses with your own money and receive reimbursement check at a later date. You should always ask that your medical claim be submitted to the health plan before you seek reimbursement from your HSA. This procedure will ensure that provider discounts are applied. Also, remember to keep all medical receipts and Explanations of Benefits for tax purposes.

What happens to my HSA dollars if I leave my employer?
The funds are yours to keep. You may elect one of the following options:

-Leave your funds in the current HSA account

-Transfer your funds to an HSA with your new employer

-Transfer your funds to another qualifying account within 60 days

Can the funds in an HSA be invested?
Yes, you can invest the funds in your HSA. The same types of investments permitted for IRAs are allowed for HSAs, including stocks, bonds, mutual funds and certificates of deposit.

Who can I contact about my account?

There are several ways to obtain assistance, TASC Customer Care 800-422-4661.

Colonial Life

Pam Woodsome
Account Exec / Benefits Counselor
pamela.woodsome@ColonialLifeSales.com
(386) 444-9160 (direct)



At Colonial Life, we're here to provide peace of mind and protect your lifestyle when life throws unexpected challenges your way. Offered through your employer, our voluntary benefits help protect your income and provide financial security for you and your family.

WITH MOST PLANS:

- Coverage is available for your spouse and eligible dependent children.
- Benefits are payable directly to you, unless you specify otherwise.
- You can continue coverage when you retire or change jobs, with no increase in premiums.
- You may receive benefits regardless of any insurance you may have with other companies.

I can never say enough positive things about Colonial Life for helping me. We never know what struggles or obstacles lie before us, but we can prepare for the worst while we hope and pra, for the best.

— Paula Lee, Colonial Life customer

To enroll or learn more about your options below, connect with your Colonial Life benefits counselor.

Accident insurance — Pays a range of benefits for simple and complex accidents - whether it's a fall or a car accident, you can count on us to support you. **New plan! Benefits for alternative medicine & more!**

Cancer insurance — Pays you a range of benefits to help cover medical and non-medical expenses related to a cancer diagnosis and treatment. **Eligibility: 5 years cancer treatment free (2 if breast cancer).**

Critical Illness insurance — Pays you a lump sum ($10K - $70K) to help cover your expenses related to a covered critical illness, such as a heart attack or stroke. Subsequent diagnosis benefit. **$30K is guaranteed issue during Open Enrollment.**

Hospital Indemnity insurance — Pays benefits directly to you to help cover the cost of a hospital stay, outpatient surgery, or diagnostic procedure, regardless of what your health insurance may pay. **Guaranteed issue during Open Enrollment.**

Life insurance — Provides peace of mind and financial protection to your family members if you pass away. Colonial sells Whole and Term, both portable with no change in premium when you change jobs or retire.

Click here for benefits summaries and videos.

https://learn.coloniallife.com/city-of-ormond-beach-dpc-2/p/1

1. Accident, Cancer, Critical Illness and Hospital Indemnity insurance are limited benefit policies.
This information is not intended to be a complete description of the insurance coverage available. The insurance or its provisions may vary or be unavailable in some states. The insurance has exclusions and limitations which may affect any benefits payable. For cost and complete details of coverage, call or write your Colonial Life benefits counselor or the company.

Insurance products are underwritten by Colonial Life & Accident Insurance Company, Columbia, SC.
ColonialLife.com

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Legal Shield



To learn more and to enroll, please visit https://shieldbenefits.com/ormondbeach/overview or scan the QR code below

Have You Ever...

- ☐ Needed your Will prepared or updated?
- ☐ Signed a contract?
- ☐ Received a moving traffic violation?
- ☐ Worried about being a victim of identity theft?
- ☐ Been concerned about your child's identity?
- ☐ Had social media accounts? (Facebook, Instagram, Twitter, Linkedin, Youtube)

The LegalShield Membership Includes:

- Dedicated Law Firm Direct access, no call center
- Legal Advice/Consultation On unlimited personal issues
- Letters/Calls Made on your behalf
- Contracts/Documents Reviewed Up to 15 pages
- Residential Loan Document Assistance For the purchase of your primary residence
- Will Preparation - Living Will, Health Care Power of Attorney
- Speeding Ticket Assistance Upload your speeding ticket from the mobile app directly to law firm
- IRS Audit Assistance (Begins with the tax return due April 15th of the year you enroll)
- Trial Defense (If named defendant/respondent in a covered civil action suit)
- Uncontested Divorce, Separation, Adoption and/or Name Change Representation (Available 90 days after enrollment)
- 25% Preferred Member Discount (Bankruptcy, criminal charges, DUI, personal injury, etc.)
- 24/7 Emergency Access For covered situations

The IDShield Membership Includes:

- Credit Monitoring Continuous credit monitoring through Experian
- Online Privacy Management IDShield provides consultation and guidance on ways participants can protect their privacy and personally identifiable information across the internet and on their smart devices.
- Reputation Management & Score Scans social media accounts for existing content that could be damaging to participants' online reputation. Ranks your online reputation risk by giving you a score based off the content found on your social media accounts.
- Financial Account Monitoring Accounts monitored include checking, savings, employer 401k accounts, loans and more.
- $3 Million Protection Policy Coverage for lost wages, legal defense fees, stolen funds and more
- Unlimited Service Guarantee Ensures that we won't give up until your identity is restored!
- Identity Restoration Performed by Licensed Private Investigators to restore your identity to its pre-theft status.
- 24/7 Emergency Access In the event of an identity theft emergency

Plan	Family Price	Individual Price
LegalShield	$9.48 SEMI-MONTHLY	$9.48 SEMI-MONTHLY
IDShield	$9.48 SEMI-MONTHLY	$4.48 SEMI-MONTHLY
Combined	$16.95 SEMI-MONTHLY	$13.95 SEMI-MONTHLY

Put your law firm and identity theft protection in the palm of your hand with the LegalShield and IDShield mobile apps!

Pre-Paid Legal Services, Inc. ("PPLSI") provides access to legal services offered by a network of provider law firms to LegalShield members through membership-based participation. Neither LegalShield nor its officers, employees or sales associates directly or indirectly provide legal services, representation, or advice. See a legal plan for complete terms, coverage, amounts and conditions.
IDShield is a product of LegalShield. LegalShield provides access to identity theft protection and restoration services. For complete terms, coverage and conditions, please see an identity theft plan. All Licensed Private Investigators are licensed in the state of Oklahoma. An Identity Fraud Protection Plan ("Plan") is issued through a nationally recognized carrier. LegalShield/IDShield is not an insurance carrier. This covers certain identity fraud expenses and legal costs as a result of a covered identity fraud event. See a Plan for complete terms, coverage, conditions, limitations, and family members who are eligible under the Plan.

LegalShield | IDShield

FOR MORE INFORMATION PLEASE CONTACT AN INDEPENDENT ASSOCIATE:

Daniel Gonzalez or Barry Olfern
Daniel 305-282-1839 Barry 954-655-2446
Email: barryolfern@gmail.com

C_FLIER

Pension Plans

The City of Ormond Beach currently provides three defined benefit pension plans for full-time City employees: the General Employees' Pension Plan (for employees hired before 12/19/2012), The Firefighters' Pension Trust Fund and the Police Officers' Pension Trust Fund. The plans are administered through a board of trustees as established by Chapter 16 of the Code of Ordinances. The Plans are funded according to annual actuarial valuation analysis. Employees' contributions and benefits vary according to the plan membership with the City contributing the remaining amount necessary for financial solvency.

	General Employees (hired before 12/20/2012)	Police Officers (hired prior to 8/21/2012)	Police Officers (hired 8/21/2012 - 05/31/2014)	Police Officers (hired on or after 06/01/2014)	Firefighters (hired prior to 5/20/2014)	Firefighters (hired on or after 5/20/2014)
Employee Contribution	4% of base earnings	9% of total compensation	9% of total compensation	9% of total compensation	8.4% of total compensation	8.4% of total compensation
Multiplier	2.5% x CS x AMC	3.3% x CS x AMC	2.75% x CS x AMC	2.75% x CS x AMC	3.37% x CS x AMC	2.75% x CS x AMC
Normal Retirement Age	Age 62 & 5 yrs CS, **OR** age 55 w/yrs CS + age = 85	Age 60, **OR** age 55 + 10 yrs CS, **OR** the completion of 20 yrs CS	Age 60, **OR** age 55 + 10 yrs CS, **OR** the completion of 20 yrs CS	Age 60, **OR** 55 + 10 yrs CS, **OR** 52 + 25 yrs CS	Age 60, **OR** age 55 + 10 yrs CS, **OR** the completion of 20 yrs CS	Age 60, **OR** age 55 + 10 yrs CS, **OR** age 52 + 25 yrs CS
Average Monthly Compensation	1/12 average salary for best 5 years	1/12 average salary for best 5 years of last 10 years	1/12 average salary for best 5 years of last 10 years	1/12 average salary for best 5 years of last 10 years	1/12 average salary for best 5 years	1/12 average salary for best 5 years
Vesting Criteria	5 years CS	10 years CS	10 years CS	10 years CS	10 years CS	10 years CS
CS = Credited Service AMC = Average Monthly Compensation						

401a Money Purchase Plan

General Employees (non- Fire/Police) who are full-time and hired after 12/19/2012, participate in The City of Ormond Beach's 401a Money Purchase Plan. This is a defined contribution plan qualified under Section 401(a) of the IRS code. Eligible employees automatically become a participant in this plan upon hire. The City contributes 9% of eligible compensation to this plan on a tax deferred basis. Contributions are made on behalf of the employee every pay period and each participant is set up with an individual plan account to which the contributions are made. Employees direct the investment of their retirement funds. Employees become fully vested in the City's contribution after **5 years of credited service**. The plan is administered by MissionSquare and Vantage Trust Company sponsors the investment options offered under the plan. Visit https://www.missionsq.org/x40.html for more information.

Deferred Compensation Plans

Voluntary Deferred Compensation Plans - 457

In addition to the City's Pension and Money Purchase plans, the City also makes two deferred compensation plans available to full-time eligible employees through MissionSquare and Nationwide. Deferred compensation is a program that allows you to invest today for your retirement. Federal taxes are deferred until your assets are withdrawn, usually during retirement when you may be in a lower tax bracket. Under Section 457 of the IRS Code, you may defer each year a maximum of 100% of your gross compensation or an annual dollar limit, whichever is less. The limit for 2025 is $23,500 or $31,000 for those age 50 and over. Both plans allow you to increase, decrease, stop or restart contributions as often as you wish, without fees or penalties.

- You reduce your current income taxes while investing for retirement
- Your earnings accumulate tax-deferred
- You can dollar-cost average through convenient payroll deductions
- If you are age 50 (or older), you are allowed to make additional “catch up” contributions
- It's portable. If you change jobs, you can consolidate your savings in most other public sector employers' 457 plans, qualified 401 plans, tax sheltered 401(b) annuity plans or an IRA.
- If you retire or leave service of the City, there is no penalty for withdrawals.

Nationwide

MissionSquare RETIREMENT

Voluntary Roth IRA

The City offers full-time eligible employees the opportunity to enroll in a Roth IRA plan also. A Roth IRA is a special retirement account where you pay taxes on your contributions now and then all future withdrawals are tax free. Because contributions are "your money", you can withdraw from your contributions, but not your earnings, any time, tax and penalty free. The IRS limits for contributions to a Roth IRA for 2025 are $7,000 or $8,000 for those age 50 and over. The Roth IRA available through MissionSquare allows you to increase, decrease, stop or restart contributions as often as you wish, without fees or penalties.

- Tax free growth - Earnings are not subject to income tax as long as you have the account for at least 5 years and are at least 59 1/2 years of age.
- Direct contributions can be withdrawn at any time, tax free.
- There are no required minimum distributions like a 401(k).
- Inheritance - Assets can be passed on to

MissionSquare RETIREMENT

Paid Time Off

Taking time away from work is important. Time away allows us to relax and recuperate, to enjoy our families and personal hobbies, and to attend to responsibilities we have outside of the workplace. In recognition of the importance of time away, the City of Ormond Beach provides paid time off to all active, full-time employees and a pro-rated amount to part time employees. Personal leave covers time off for vacation, personal issues, illness and observance of holidays not recognized by the City.

Years of Service	Hours Accrued per Year	
	General, Police, & Non-bargaining	Fire
1st year through 4th year	144 hours	1st year 132 2nd yr - 4th yr 168 hrs.
5th year through 9th year	168 hours	228 hours
10th year through 14th year	192 hours	264 hours
15th year through 19th year	216 hours	300 hours
20th year and beyond	240 hours	20th yr - 24th yr 336 hrs. 25th yr and beyond 396 hrs.

City Observed Holidays

Holiday pay is provided to all eligible full time and part time employees.

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- One (1) floating holiday, as designated by the City

The City will designate an alternate day if holiday falls on a weekend

Work/Life Balance Benefits

Education Reimbursement



The City of Ormond Beach encourages all employees to seek educational opportunities to improve their potential for promotion and broaden their knowledge. To facilitate this program, the City has an education reimbursement program whereby the City may pay the tuition costs for courses leading to a degree or courses that are job related. Reimbursement of approved courses is subject to the availability of funds. Eligible full-time employees must have completed 12 months of employment with the City to participate. All individual courses must be approved prior to the beginning of each course to be considered for reimbursement under this policy.

Employee Assistance Program



The City of Ormond Beach provides you and your family, at no cost, access to qualified counselors, financial professionals, legal advisors and more through the Employee Assistance Program. The EAP provides professional services to address relationship/family issues, parenting issues, personal and/or workplace stress, legal issues, financial issues, elder care, depression, and more. Unlimited access to telephone consultations is available as well as three face-to-face confidential sessions per year per issue with a counselor, financial planner and/or legal advisor. All services are provided with complete confidentiality, 24 hours a day, 7 days a week.

For more information please call 1 (888)-293-6948 or visit www.healthadvocate.com/standard3

Contact Information

Benefit Provider Contacts

Medical - Florida Health Care Plans

386-676-7100

800-321-1227

Group # 128

www.fhcp.com

Dental - The Standard

800-547-9515

Group # 753274

www.standard.com

Vision - The Standard

800-547-9515

Group # 753274

www.standard.com

Life/ AD&D/Short Term/Long-Term Disability - The Standard

Life 800-628-8600

STD—800-368-2859

LTD—800-368-1135

Group # 753274

www.standard.com

HSA, FSA, Dependent Care - TASC

800-422-4661 (FSA/DCA/ HSA)

Group # 4102-8243-3782 (FSA/DCA/ HSA)

www.uba.tasconline.com

Employee Assistance Program - The Standard

888-293-6948

www.standard.com

Supplemental Benefits - Colonial Life Insurance

Pam Woodsome

Direct—386-444-9160

Local Office 888—756—6701

www.coloniallife.com

Legal and Identity Protection - LegalShield

Daniel Gonzalez

Direct—(305)282-1839

www.legalplanbenefits.com/ormondbeach

Human Resources Contacts

City of Ormond Beach

Samantha Potts

HR Manager

Samantha.Potts@ormondbeach.org

386-676-3228

Quinn Wichlei

HR Generalist - Recruiting

Quinn.wichlei@ormondbeach.org

386-676-3324

Angela Gibbs

HR Generalist - Payroll/Benefits

Angela.Gibbs@ormondbeach.org

386-676-3253

Ashley Shaffer

HR Assistant

Ashley.shaffer@ormondbeach.org

386-676-1209

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 6.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Report - April 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 - February 2025 2. Capital Improvement Projects Status Report - March 2025 3. Economic Development Report - March 2025 4. Development Activity Report - March 2025 5. Building Permit Activity - March 2025		
Approval:	Kelly McGuire, Finance Director 3/31/2025 Claire Whitley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025		

Monthly Financial Status Report
February 2025

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 42% benchmark is favorable, while expenses at or below the 42% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	49,185,112	25,956,445	53%	19,576,218	40%
104 - Community Redevelopment	1,822,138	1,433,038	79%	432,406	24%
106 - Ormond Crossing	346,798	254,509	73%	-	0%
107 - Stormwater	3,434,247	1,003,163	29%	1,644,725	48%
108 - Airport	369,418	198,810	54%	301,847	82%
109 - Local Law Enforcement Trust Fund	-	9,697	0%	-	0%
110 - Economic Development Fund	-	1,010,122	0%	2,029,442	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	57,225	17,094	30%	26,533	46%
205 - Financing Debt Service	660,000	566,665	86%	291,184	44%
220 - Debt Service GOB 2010	346,322	309,028	89%	32,973	10%
301 - General Capital Improvement	4,999,383	412,111	8%	406,586	8%
302 - General Equipment & Vehicle	407,000	254,198	62%	91,744	23%
305 - Public Safety Vehicle & Equip	888,000	781,401	88%	425,763	48%
308 - Transportation	2,159,976	824,181	38%	384,850	18%
310 - Recreation Impact Fee	100,000	246,070	246%	-	0%
316 - Local Roads Impact Fee	50,000	98,793	198%	-	0%
317 - Facilities Renewal & Replacement	879,126	828,628	94%	194,030	22%
318 - Stormwater Impact Fee	50,000	3,764	8%	-	0%
319- Police Impact Fees	-	24,162	0%	-	0%
320- Fire Impact Fees	-	29,670	0%	-	0%
322 - Leisure Services Capital Fund	954,116	932,329	98%	891,498	93%
401 - Water/Wastewater Operating Fund	26,307,887	8,754,753	33%	10,548,869	40%
408 - Water/Wastewater E&V Fund	850,000	112,950	13%	198,436	23%
409 - Water/Wastewater Capital	12,346,951	1,431,516	12%	2,929,356	24%
414 - Water/Wastewater Consolidated Debt	4,924,000	2,051,665	42%	877,022	18%
433 - Reuse Impact Fee Fund	-	5,228	0%		0%
434 - Water Impact Fee	700,000	459,265	66%	19,626	3%
435 - Wastewater Impact Fee	675,000	623,937	92%	45,084	7%
446 - 2024 W&S Bond Projects	-	84,108	0%	12,612	0%
460 - Solid Waste	13,407,304	5,058,453	38%	4,567,017	34%
502 - Workers Compensation	1,851,612	340,959	18%	770,599	42%
504 - General Liability	2,905,253	1,569,459	54%	1,762,852	61%
Total	**$ 131,976,868**	**$ 55,686,345**	**42%**	**$ 48,461,271**	**37%**

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). Year to date we have received $15.8 million

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date $1.7 million has been received.

Communication Taxes – Communication service taxes collected as of February amount to $471,379.

Business Tax – Business tax collections amounted to $64,876. 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. franchise fee agreements require electric and natural gas providers to remit 6% of gross sales to the City. Payments often occur several months after they are collected by providers. Collections through February 2025 are $1.47 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through February, the City received a total of $1.5 million 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 City received $473,933 in this category through February.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $17,467 as of February.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $1.5 million.

Transfers In – Transfers have been recorded in the amount of $2.86 million through February.

General Fund Revenues - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Property Tax	$ 18,485,823	$ 15,847,776	$ 2,638,047	85.7%	$ 14,073,816	$ 1,773,960	12.60%
Utility Taxes	5,215,000	1,731,568	3,483,432	33.2%	1,862,244	(130,676)	-7.02%
Communication Tax	1,750,000	471,379	1,278,621	26.9%	467,253	4,125	0.88%
Business Tax	283,500	64,876	218,624	22.9%	42,814	22,062	51.53%
Licenses, Permits & Fees	5,376,350	1,469,251	3,907,099	27.3%	1,613,245	(143,993)	-8.93%
Intergovernmental	5,162,000	1,539,227	3,622,773	29.8%	1,658,462	(119,235)	-7.19%
Charges for Services	864,638	473,933	390,705	54.8%	508,437	(34,504)	-6.79%
Fines & Forfeitures	73,000	17,467	55,533	23.9%	19,470	(2,004)	-10.29%
Miscellaneous Revenues	3,856,857	1,485,572	2,371,285	38.5%	873,805	611,766	70.01%
Transfers In	6,852,944	2,855,395	3,997,549	41.7%	2,378,880	476,515	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	$ 49,185,112	$ 25,956,444	$ 23,228,668	52.8%	$ 23,498,427	$ 2,458,017	10.5%

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/ Approval Date	Comments
New Police Station & EOC	$558,000.00	1/21/2025	Transfer to Fund 301 Reso 2025-29
Andy Romano Seawall & ADA Ramp	$268,000.00	3/4/2025	Transfer to Fund 301 Reso 2025-63
Ormond Tennis Center Court Resurfacing (Milton)	$75,000.00	1/21/2025	Transfer to Fund 317 Reso 2025-36
Nova Comm Center Activity Room	$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-66
Magic Forest Playground	$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-65

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 February were $12.6 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 February, $6.02 has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $188,528. $69,058 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $2 million with $867,000 made through February.

General Fund Expenditures - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
City Commission	$ 448,925	$ 167,180	$ 281,745	37.2%	$ 157,880	$ 9,300	5.89%
City Administration	903,986	474,943	429,043	52.5%	296,171	178,772	60.36%
Support Services	473,841	199,544	274,297	42.1%	181,856	17,689	9.73%
City Attorney	1,304,609	510,135	794,474	39.1%	486,665	23,470	4.82%
Legislation & Policy	3,131,361	1,351,802	1,779,559	43.2%	1,122,571	229,231	20.42%
Finance	1,200,017	425,925	774,092	35.5%	450,687	(24,761)	-5.49%
Information Technology	2,364,333	1,232,782	1,131,551	52.1%	1,039,009	193,773	18.65%
Human Resources	730,163	254,981	475,182	34.9%	238,566	16,415	6.88%
Planning	873,037	331,342	541,695	38.0%	302,897	28,445	9.39%
Building Inspections	1,567,364	575,193	992,171	36.7%	518,696	56,498	10.89%
Police Administration	1,434,844	499,587	935,257	34.8%	438,368	61,219	13.97%
Police Operations	8,313,572	3,445,573	4,867,999	41.4%	3,386,039	59,533	1.76%
Community Outreach	666,040	219,602	446,438	33.0%	223,873	(4,270)	-1.91%
Criminal Investigations	1,571,364	696,737	874,627	44.3%	650,829	45,908	7.05%
Community Services	470,374	203,018	267,356	43.2%	181,435	21,583	11.90%
Records	197,910	80,265	117,645	40.6%	74,580	5,685	7.62%
Neighborhood Impr.	524,896	204,209	320,687	38.9%	140,183	64,026	45.67%
Police	13,179,000	5,348,991	7,830,009	40.6%	5,095,308	253,683	4.98%
Fire	8,202,046	3,254,831	4,947,215	39.7%	3,067,153	187,678	6.12%
Streets	2,826,514	999,352	1,827,162	35.4%	956,164	43,188	4.52%
Engineering	1,329,783	520,230	809,553	39.1%	457,615	62,615	13.68%
Fleet	1,900,237	825,883	1,074,354	43.5%	623,104	202,779	32.54%
Public Works	6,056,534	2,345,465	3,711,069	38.7%	2,036,883	308,582	15.15%
Economic Development	437,322	191,692	245,630	43.8%	156,468	35,224	22.51%
Building Maintenance	1,046,146	456,697	589,449	43.7%	409,101	47,597	11.63%
Administration	879,360	351,145	528,215	39.9%	308,726	42,419	13.74%
Nova Recreation	442,484	197,315	245,169	44.6%	160,621	36,695	22.85%
S. Ormond Neigh. Center	422,968	118,718	304,250	28.1%	140,840	(22,121)	-15.71%
Athletic Fields Mnt.	1,807,636	649,119	1,158,517	35.9%	644,115	5,005	0.78%
Parks	2,706,533	1,002,737	1,703,796	37.0%	960,358	42,379	4.41%
Environmental Learning	272,782	86,825	185,957	31.8%	77,185	9,640	12.49%
The Casements	389,473	174,579	214,894	44.8%	177,767	(3,189)	-1.79%
Performing Arts Center	385,975	167,067	218,908	43.3%	141,891	25,177	17.74%
Senior Center	119,839	51,514	68,325	43.0%	24,560	26,954	109.75%
Community Events	287,632	92,689	194,943	32.2%	69,321	23,367	33.71%
Leisure Services	8,760,828	3,348,405	5,412,423	38.2%	3,114,484	233,921	7.51%
Grants & Aid*	91,528	48,224	43,305	52.7%	21,832	26,392	120.89%
Transfers	2,079,813	866,585	1,213,228	41.7%	686,700	179,885	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	$ 49,185,112	$ 19,576,218	$ 29,608,894	39.8%	$17,851,254	$ 1,724,964	9.66%

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. $1.43 million has been received as of February. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of $432,406 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	1,121,241	1,102,059	19,182	98.3%	906,892	195,167	21.5%
Miscellaneous	500	39,148	(38,648)	7829.7%	40,415	(1,267)	-3.1%
Transfers In	700,397	291,830	408,567	41.7%	271,975	19,855	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,822,138	$ 1,433,038	$ 389,100	78.6%	$ 1,219,282	$ 213,756	17.53%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Planning	$ 71,050	$ 375	$ 70,675	0.5%	$ 35,350	$ (34,975)	-98.9%
Public Works	148,021	296,495	(148,474)	200.3%	3,840	292,655	7622.0%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	135,536	154,499	46.7%	85,899	49,637	57.8%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	$ 1,822,138	$ 432,406	$ 1,389,732	23.7%	$ 125,088	$ 307,317	245.68%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.58 million with $950,000 received through February 2025 along with $55,175 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 $1.64 million spent to date.

Stormwater Fund Revenues - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	947,988	1,627,012	36.8%	1,082,438	(134,450)	-12.42%
Miscellaneous	100,000	55,175	44,825	55.2%	62,097	(6,922)	-11.15%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	$ 3,434,247	$ 1,003,163	$ 2,431,084	29.2%	$ 1,144,535	$ (141,372)	-12.35%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2024-24	$ FY Variance	% FY Variance
Maintenance	2,943,118	1,527,860	1,415,258	51.9%	892,721	635,139	71.15%
Engineering Support	$ 210,664		$ 210,664	0.0%		$ -	0.00%
Transfers Out	280,465	116,865	163,600	41.7%	105,830	11,035	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 3,434,247	$ 1,644,725	$ 1,789,522	47.9%	$ 998,551	$ 646,174	64.71%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $23.5 million with $8.55 million collected year to date. The revenue also includes $450,984 budgeted for transfers, of which $187,915 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 $10.5 million expended to date. This total also includes $4.8 million in transfers made through February.

Water/Wastewater Fund Revenues - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 23,471,000	$ 8,552,060	$ 14,918,940	36.4%	$ 9,143,353	$ (591,293)	-6.47%
Miscellaneous	60,000	14,778	45,222	24.6%	23,187	(8,409)	0.00%
Transfers In	450,984	187,915	263,069	41.7%	192,415	(4,500)	-2.34%
Intergovernmental	-		-	0.0%	11,564	(11,564)	-100.00%
Use of Fund Balance	2,325,903	-	2,325,903	0.0%	-	-	
	$ 26,307,887	$ 8,754,753	$ 17,553,134	33.3%	$ 9,370,519	$ (615,766)	-6.57%

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	$ 686,227	$ 1,012,764	40.4%	$ 781,865	$ (95,637)	-12.23%
Water Production	5,175,140	1,949,601	3,225,539	37.7%	1,939,134	10,468	0.54%
Water Distribution	1,720,373	728,740	991,633	42.4%	607,517	121,223	19.95%
Wastewater Treatment	4,439,203	1,641,464	2,797,739	37.0%	1,598,279	43,185	2.70%
Wastewater Collection	1,639,761	676,103	963,658	41.2%	707,908	(31,805)	-4.49%
W&S Engineering	-	19,058	(19,058)			-	0.00%
Transfers Out	11,634,419	4,847,675	6,786,744	41.7%	4,552,285	4,847,675	106.49%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 26,307,887	$ 10,548,869	$ 15,759,018	40.1%	$ 10,186,987	$ 4,895,109	#DIV/0!

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $5.06 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are $13.4 million. $4.57 million has been expended as of February. Year to year variance due to Hurricane expenses.

Solid Waste Fund Revenues - February 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	$ FY Variance	% FY Variance
Franchise Fees	$ 1,864,304	$ 606,242	$ 1,258,062	32.5%	$ 618,219	$ (11,978)	-1.94%
User Fees	11,542,000	4,439,529	$ 7,102,471	38.5%	4,781,241	(341,712)	-7.15%
Miscellaneous	1,000	12,683	$ (11,683)	1268.3%	(2,732)	15,415	-564.20%
Intergovernmental	-		$ -	0.0%	1,997,893		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,407,304	$ 5,058,453	$ 8,348,851	37.7%	$ 7,394,621	$ (338,275)	-4.57%

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	$ 3,384,291	$ 5,412,357	38.5%	$ 2,893,137	$ 491,154	16.98%
Recycling	1,309,300	465,696	843,604	35.6%	422,492	43,204	10.23%
Engineering	-		-	0.0%	-	-	0.00%
Transfers Out	1,720,868	717,030	1,003,838	41.7%	712,280	4,750	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	$ 13,407,304	$ 4,567,017	$ 8,840,287	34.1%	$ 4,027,910	$ 539,108	13.38%

Budget Amendments – Commitments made during the current fiscal year not funded by General Fund Reserves.

Special Revenue Funds

Fund	Purpose	Amount	Funding Method	Comments
104	Cassen Park Construction	$2,512,466.00	Fund Balance	Reso. 2024-207 12/3/24 & Reso 2025-45 2/4/25
107	Rio Storm Drain Pipe	$134,000.00	Fund Balance	Reso 2025-43 1/21/25
107	OBSC Drainage	$484,500.00	Prior Year Budget	Reappropriation from FY 23-24
107	515 Hand Avenue Emergency Repair	$8,000.00	Fund Balance	4/1/25 meeting
107	Fleming Avenue Stormwater Improvements	$176,000.00	Fund Balance	Reso 2025-56 2/18/25

Capital Projects Funds

Fund	Purpose	Amount	Funding Method	Comments
301	Andy Romano Seawall Design	$4,000.00	Use of Fund Bal, Reserves	Partially funded by Gen Fund Reserves
301	Fortunato Repairs MILTON	$5,000.00	Fund Balance	Emergency Procurement
301	Riviera Park Repairs MILTON	$5,000.00	Fund Balance	Emergency Procurement
301	PAC Bench Replacement	$3,000.00	Fund Balance	
301	Fire Station Alerting System	$87,000	Fund Balance	Reso 2025-51 2/4/25
302	Police Department HVAC Upgrades	$5,000.00	Prior Year Budget	Reappropriation from FY 2023-24
302	Chambers AV Retrofit	$39,930.00	Fund Balance	
302	Chambers AV-Additional Work	$19,000.00	Fund Balance	Reso 2024-215 12/3/24
305	License Plate Reader	$10,100.00	JAG Grant	Reso # 24-178
308	Transportation Consulting	$30,000.00	Prior Year Budget	Reappropriation from FY 2023-24
308	Main Trail Bridge Assessment	$3,750.00	Fund Balance	Emergency procurement
308	Street Lighting	$8,000.00	Fund Balance	
317	PAC Roof Repair	$34,144.00	Fund Balance	Reso. 2024-197
317	Parking Lot Rehabilitation	$2,160.00	Prior Year Budget	Reappropriation from FY 2023-24
317	F.S. 91 Electric Panel Emergency Repair	$18,000.00	Fund Balance	
317	Magic Forest Emergency Repair	$95,000.00	FEMA, Reserves	2/4/25, Part funded by Gen Fund Reserves
317	Ames House Construction	$363,000.00	Fund Balance	Reso 2025-43 1/21/25
317	Ames House Document Restoration	$99,800.00	Fund Balance	Reso 2025-43 1/21/25
317	Ames House Facility Clean-up	$33,423.00	Fund Balance	Reso 2025-43 1/21/25
317	NOVA Floor Demolition	$70,000.00	Use of Fund Bal, Reserves	Reso. 2025-66 $5kdemo and $65kreplacement
317	Tennis Court Reconstruction	$600,000.00	Use of Fund Bal, Reserves	Reso 2025-36 1/21/25
317	Fire Station 92 Bay Floors	$22,463.00	Fund Balance	Carryforward from FY 2023-24
317	Central Park I Playground	$19,000.00	Fund Balance	Carryforward from FY 2023-24
317	OBSC Limitless Playground	$42,000.00	Fund Balance	Carryforward from FY 2023-24
317	Engineering Department Roof	$48,000.00	Fund Balance	Carryforward from FY 2023-24

317	Nova Sports Complex Shade Structure	$73,200.00	Fund Balance	Carryforward from FY 2023-24
317	Miscellaneous Park Repairs under $25,000	$15,148.00	Fund Balance	Carryforward from FY 2023-24
317	OBSC Pump Replacements	$21,000.00	Fund Balance	

Enterprise Funds

Fund	Purpose	Amount	Funding Method	Comments
408	Replace Truck damaged by tree (Milton)	$38,000.00	Transf from 504 Gen Liability	Reso 2025-43 1/21/25
408	Utility Billing Vehicle	$42,000.00	Transf from 504 Gen Liability	
408	Vehicle for new Locate Position	$48,000.00	Prior Year Budget	Reappropriation from FY 2023-24
409	Williamson Underground	$497,095.00	Fund Balance	RESO#2024-183
409	Clarifier	$57,000.00	Fund Balance	
409	Riverside Drive Milton Forcemain	$124,775.00	Fund Balance	RESO#2024-212
409	WRF Sunscreen Replacement (MILTON)	$16,000.00	Fund Balance	
409	Consumptive Use Permit Consulting	$25,000.00	Fund Balance	
409	WRF Roof Repairs	$24,000.00	Fund Balance	
409	PEP Tank Reconstruction MILTON	$333,000.00	Fund Balance	Reso 2025-41 1/21/25
409	PW HVAC SYSTEM	$23,903.00	Fund Balance	
409	Clarifier Covers MILTON	$55,000.00	Fund Balance	Reso 2025-42 1/21/25
409	A1A Utility Relocate	$530,000.00	Fund Balance	Reso 2024-162
434	Hudson Wellfield	$4,319,000.00	Fund Balance	Reso 2024- 1/7/2025
435	Riverside Dr Emergency Repair	$40,000.00	Fund Balance	
435	WRF UV Conversion Construction Design	$13,813.00	Fund Balance	Reappropriation from prior year
435	Halifax River Forcemain Crossing	$440,000.00	Fund Balance	Reso 2024-164
446	SR40/ Airport Rd Forcemain Loop Constr	$4,525,370.00	Fund Bal (Bond Proceeds)	Reso. 2024-199
446	SR40/ Airport Rd Forcemain Admin.	$83,625.00	Fund Bal (Bond Proceeds)	Res. 2024-211
446	WRF UV Conversion Construction Admin.	$236,135.00	Fund Bal (Bond Proceeds)	Reso. 2024-150

Internal Service Funds

Fund	Purpose	Amount	Funding Method	Comments
504	Transfer to Fund 408-W/WW Vehicles Fund	$38,000.00	Insurance Reimbursement	Vehicle damaged by fallen tree
504	Lease Agreement for Legal Dept relocation	$100,510.00	Fund Balance	Reso 2025-43 1/21/25

CIP Status Report as of March 28, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements-Coleman Goodemote Construction		Design/Bidding	100%		$ 203,000	$ 202,155	98%
		Construction	20%		$ 865,000	$ 2,449,071	17%
		Total			$ 1,068,000	$ 2,651,226	
Downtown Upgrades/Impvmts - SR40 Median Landscaping Renovation US1-A1A		Design/Bidding	95%			In-House	
		Construction	0%		$ 120,000		
		Total			$ 120,000	$ -	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	41%		$ 100,000	$ 991,928	41%
		Total			$ 120,000	$ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%			$ 907,896	98%
		Construction	51%			$ 2,118,530	51%
		Total			$ -	$ 3,026,426	
FY 24/25 Stornwater Construction - Ormond Shores Park SW Pond Repair		Design/Bidding	95%			In-House	
		Construction	0%				
		Total				$ -	
OBSC SW Pond Expansion		Design/Bidding	95%		$ 64,500	$ 62,880	82%
		Construction	0%		$ 420,450		
		Total			$ 484,950	$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			$ -	$ -	
Fund 108 - Airport							
Crosswind Business Park	FDOT	Design/Bidding	40%		$ -	$ 211,570	40%
		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	95%		$ 1,112,000	$ 2,855,055	95%
		Total			$ 1,307,000	$ 2,959,750	

CIP Status Report as of March 28, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 301 - General Fund							
Military Blvd Sidewalk	CDBG	Design/Bidding	75%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	90%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	90%			In-House	
		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 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	25%			$ 255,745	0%
		Total			$ -	$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		$ 136,000	$ 135,642	100%
		Construction	100%		$ 2,000,000	$ 1,068,700	96%
		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	75%		$ 2,600,000	$ 2,503,478	69%
		Total			$ 2,800,000	$ 2,703,350	
SR40 WM Loop with FM Addition - JD Weber Construction	FDEP	Design/Bidding	100%		$ 75,000	$ 104,275	100%
		Construction	5%		$ 6,205,000	$ 4,525,370	3%
		Total			$ 6,280,000	$ 4,629,645	
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	55%		$ -	$ 530,000	53%
		Total			$ -	$ 530,000	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	80%			In-House	
		Construction	0%				
		Total					

CIP Status Report as of March 28, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - Hazen Construction		Design/Bidding	100%		$ 300,000	$ 292,964	97%
		Construction	0%		$ 1,300,000	$ 4,317,575	0%
		Total			$ 1,600,000	$ 4,610,539	
Halifax River Utility Crossing		Design/Bidding	11%		$ 480,000	$ 438,614	11%
		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	9%
		Construction	0%		$ 1,440,000		0%
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion - SGS Contracting Services	FDEP (const only)	Design/Bidding	100%		$ 270,000	$ 272,800	99%
		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	100%			$ 93,965	95%
		Construction	0%		$ -	$ 2,136,309	0%
		Total			$ -	$ 2,230,274	
Hurricanes MILTON - FEMA							
Hurricane Milton-Tennis Center Clay Court Resurfacing-J Courts		Design/Bidding	100%			In-House	
		Construction	0%		$ -	$ 600,000	0%
		Total			$ -	$ 600,000	
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		$ -		
		Total			$ -	$ -	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining - Hinterland Group		Design/Bidding	100%			In-House	
		Construction	35%		$ 950,000	$ 575,150	0%
		Total			$ 950,000	$ 575,150	
Annual Projects Fund 308 - Transportation							
2025 Road Resurfacing		Design/Bidding	95%			In-House	
		Construction	0%		$ -		
		Total			$ -	$ -	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P		Design/Bidding	85%		$ 165,000	$ 164,612	82%
		Construction	0%				
		Total			$ 165,000	$ 164,612	

Economic Development Monthly Report

March 2025

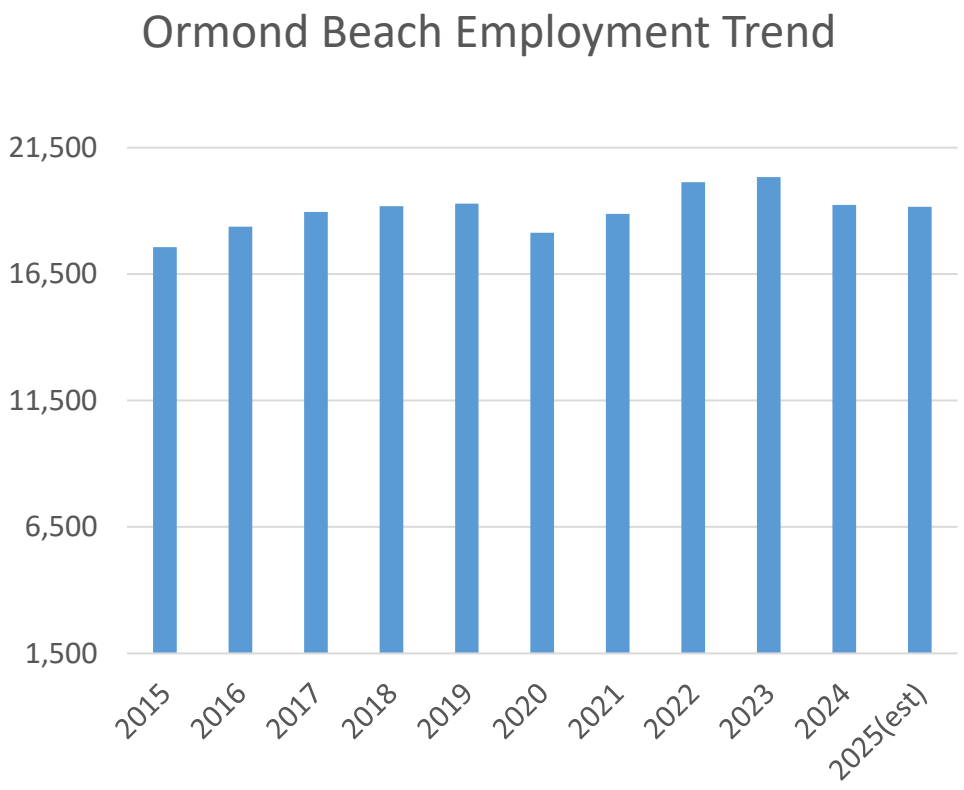
Ormond Beach February Employment

19,159

This is down .5% year over year

Ormond Beach Unemployment Rate

4.0%



Notes and Updates:

- **Employment for February** was 19,159 down 0.5% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 4.0%. There were 476 job postings in February – leading industries posting Health Care, Retail Trade, Accommodation/Food Services, Admin Support Services.

- **Construction is complete** on Business Park Drive in the Airport Business Park. This road now provides 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.

- **Volusia Innovation Challenge was held** on March 27, 2025. Six businesses pitched to a panel of judges for cash prizes. Proudly, BeeWell Therapeutics won $2,000 prize as 'Best in Show' for the showcase. This was the first annual Volusia Innovation Challenge and will become an annual event supporting innovation and entrepreneurship in Volusia County.

- **The Economic Development Depart kicked off** StartUp & Grow Ormond Beach FastTrac Program on Saturday, February 8th. The City in partnership with SCORE Volusia/Flagler are guiding 13 entrepreneurs to write their business plan.

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	40 North Beach Street
C	Archers Mill Phase 3
D	Archers Mill Phase 4
E	Archers Mill Phase 5
F	Bradford Lakes
G	Bradford Park
H	Enclave
I	Fountain View - Amenity Center
J	Fountain View Phase 1C
K	Fountain View Phase 1D
L	Fountain View Phase 1E
M	Fountain View Phase 1F
N	Ormond Crossings Phase 1
O	Ormond Crossing/Tymber Creek Flyover
P	Ormond Crossings Watermain Extension
Q	Ormond Enclave
R	Plantation Oaks - 2C
S	Plantation Oaks - 2D
T	Regal Multifamily
U	Ridgehaven
V	Ridgehaven Amenity Center
W	Rivell Subdivision
X	Tattersall at Tymber Creek
Y	Tides Edge
Z	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	A&M Frozen
2	Cassen Park
3	Circle-K
4	Civil Air Patrol Building
5	Complete Cardiology Expansion
6	Ellianos OB Granada Blvd
7	First United Methodist
8	IHOP
9	Lentz Medical Spa
10	Lowes Outdoor Storage
11	Ormond Beach Holdings LLC
12	Ormond Beach Self Storage
13	Ormond Crossings - Pine Tree Flyover
14	PO OB - Neighborhood Commerical
15	Prince of Peace
16	Public House Restaurant
17	Salty Church Remodal
18	Shoppes at Granada Pointe
19	Stor - It
20	Sunbros
21	Tomlinson Aviation
22	Tomoka Christian Church
23	Valiant Diner Phase 4
24	Walmart Expansion

ORMOND BEACH - UTILITY PROVIDER ONLY	
25	Amberwoods
26	Baileys by the Sea
27	Baileys by the Sea 2
28	Beachview Cove
29	Brookside at Ormond Station
30	Garden Side Phase 2
31	North Peninsula WWTP
32	Ocean Shore Plaza Sewer
33	Regency Plaza Condominium
34	Seascape
35	Surf Side Club South
36	Woodside
37	Villas at Spanish Waters

Halifax River

Atlantic Ocean

Plantation Oaks Blvd

N. Tymber Creek Rd (C.R. 2813)

Airport Rd (C.R. 2813)

N. Beach St (C.R. 4011)

S. Beach St (C.R. 4011)

Clyde Morris Blvd (C.R. 483)

Williamson Blvd (C.R.

Hand Ave

S. Center St

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - April 4, 2025

City of Ormond Beach Commercial Development Report, as of April 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 | **Projects reviewed last 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 Exten-sion	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**A & M FROZEN** 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet of cold storage and associated site improvements.	04.18.24	05.17.24	01.28.25						02.25.25	02.25.27	None	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
2	**CASSEN PARK** 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen Park.	05.17.24	06.09.24	08.01.24	08.27.24		Not applicable	09.12.24 (Approved)	10.15.24 (Approved)	12.12.24	Under Construc-tion	None	Issued 03.14.25	$796,662	Issued 01.19.25		40%	E = Zev Cohen & Associates O = City of Ormond Beach
3	**CIRCLE K - NOVA & HAND** 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 square foot building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25			02.10.25	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn O = Sun State Petrol I, LLC
4	**CIVIL AIR PATROL BUILDING** 760 Airport Road SPRC-2024-000048	New classroom building of 864 square feet.	11/27.24	12.10.24				Not applicable	Not applicable	Not applicable	12.24.24	Under Construc-tion	None	Issued 01.13.25	$80,000	Included in building permit	Included in building permit	50%	APP - City of Ormond Beach
5	**COMPLETE CARDIOLOGY EXPANSION** 1240 West Granada Boulevard PZ# 2022-090	Enclosing former bank drive through with new building totaling 4,326 square feet and associated site improvements.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	Under Construc-tion	None	Issued 04.01.23	$1,726,850	Issued 03.15.23	$58,000	85%	E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
6	**ELLIANOS OB GRANADA BLVD** 353 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24 2nd 10.27.24 3rd	11.22.24 4th		Not applicable	11.14.24 (Denied)	01.07.25 (Approved)	03.11.25	03.11.27	None	Not applied	Not applied	Not applied	Not applied		E = Gmuer Engineering O = Kjump, Inc.
7	**FIRST UNITED METHODIST** 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	02.06.25				04.09.25	Required	Required			None	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
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	Under Construc-tion	None	Issued 08.16.24	$1,600,000	Issued 07.26.24	$706,743	85%	E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
9	**LENTZ MEDICAL SPA** 1031 North US Hwy 1 SPRC-2025-000060	New construction of a 8,673 square feet building on 2.06 acres	03.06.25	03.26.25				Required	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Bluewater Properties, LLC ARC = BPF Design Inc.
10	**LOWE'S OUTDOOR STORAGE** 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24	09.10.24		Not applicable	07.11.24 Approved	09.18.24 Approved			None	Not applied	Not applied	Not applied	Not applied		APP = Storch Law Firm O = Lowes

City of Ormond Beach Commercial Development Report, as of April 1, 2025

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Change in project status **Projects reviewed last 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 Exten-sion	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
11	**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	Under Construc-tion	None	Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	65%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
12	**ORMOND BEACH SELF STORAGE** 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25	None	Pending payment	All buildings $21,365,794	Not applied	Not applied		E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
13	**OC PINE TREE FLYOVER** 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24				Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West
14	**PO OB - NEIGHBORHOOD COMMERCIAL** 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	Under Construc-tion	None	Not applied	Not applied	Issued 02.27.25	$478,584	5%	E = Parker Mynchenberg & Associates, Inc.
15	**PRINCE OF PEACE** 600 South Nova Road SPRC-2025-000057	Construction of a stations of the cross prayer garden and statue of the virgin Mary.	02.06.25	03.02.25				Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Alann Engineering Group O = Prince of Peace Catholic Church
16	**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	None	Not applied	Not applied	Not applied	Not applied		E = Engineered Permits, Inc. O = Lee Munizzi
17	**SALTY CHURCH REMODAL** 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	12.30.24	01.24.25			Not applicable	Not applicable	Not applicable	02.17.25	02.17.27	None	In review	$328,500	Not applied	Not applied		ARC - Hall and Ogle Architects O = Salty Church
18	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres in the Granada Pointe development.	09.22.23	10.6.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26	None	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
19	**STOR-IT** 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet on 5.26 acres.	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 Construc-tion	None	Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	85%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
20	**SUNBROS** 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved	02.06.25	02.06.27	None	Not applied	Not applied	Not applied	Not applied	Pending	E = Zev Cohen & Associates O = D2S Properties, LLC

City of Ormond Beach Commercial Development Report, as of April 1, 2025

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Change in project status **Projects reviewed last 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 Exten-sion	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	**TOMLINSON AVIATION** 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24	10.16.26	None	Not applied	Not applied	Not applied	Not applied	Not applied	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
22	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet building.	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	Under Construc-tion	None	Issued 12.21.23	$1,279,800	Approved	$150,000	15%	E = Zev Cohen & Associates O = Tomoka Christian Church
23	**VALIANT DINER, PHASE 4** 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved								11.14.22	Under Construc-tion	None	Issued 12.21.23	$1,279,800	Approved	$150,000	98%	E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
24	**WAL-MART EXPANSION** 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25				02.20.25	Continued - To be determined				None	Not applied	Not applied	Not applied	Not applied		E = CPH O = Wal-Mart Stores, Inc.

City of Ormond Beach As Utility Provider Only Development Report, as of April 1, 2025

Change in project status — Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
25	**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		01.12.24	Under Construction	None	Issued 08.26.24	$1,526,866 (Utilities Only)	35%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
26	**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					11.26.23	Under Construction	None	Issued 07.19.24	$536,995 (Utilities only)	20%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
27	**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				07.26.24	Under Construction	None	Issued 12.16.24	$207,442 (Utilities Only)	15%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
28	**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	11.22.21	Under Construction	None	Issued 10.18.2023	$711,679 (Utilities Only)	90%	E = Alliant engineering, Inc. O = Seagate Communities, LLC
29	**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				05.17.24	05.17.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
30	**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					None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	**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			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
32	**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				05.13.24	05.13.26	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
33	**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				11.07.22	Under Construction	None	Issued 01.08.24	$257,165 (Utilities only)	95%	E = Saltus Engineering, Inc. O = Regency Plaza Condominium

City of Ormond Beach As Utility Provider Only Development Report, as of April 1, 2025

Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
34	**SEASCAPE** SPRC-2025-000062 2290 Ocean Shore Boulevard	Proposed private lift station and approximately 500 LF of 2" force main to connect to public force main	03.17.25	In Review						None	Not applied	Not applied		E = Kimley-Horn and Associates, Inc. O = Seascape Condo
35	**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				12.14.23	Under Construction	None	Issued 04.22.24	$250,000 (Utilities only)	95%	E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
36	**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			05.06.24	Under Construction	None	Issued 08.26.24	$1,526,866 (Utilities Only)	80%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	**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					05.24.23	05.24.25	None	Not applied	Not applied		E = The Performance Group O = Coquina Dunes, LLC

City of Ormond Beach Residential Development Report, as of April 1, 2025

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Change in project status | **Projects reviewed last 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 Exten-sion	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	Development of 24 multi-family 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)			None	Early Review	$15,000,000		E = Zev Cohen & Associates O = Dime Rock Properties, LLC ARC = William Chapin
B	**40 NORTH BEACH STREET** 40 North Beach Street SPRC-2025-000059	Addition of two residential units and converting existing building to residential unit.	02.27.25	03.19.25				Required	Required	Required			None	Not applied	Not applied		E = Newkirk Engineering, Inc O - EADS Commercial Properties, LLC ARC = The Trilegacy Group
C	**ARCHER'S MILL, PHASE 3** 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 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	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	**ARCHER'S MILL, PHASE 4** 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 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	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL, PHASE 5** 3343 Bonspiel Drive PZ-23-00000060	Preliminary Plat. 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	Under Construc-tion	None	Issued 11.27.23	$1,225,490.57	90%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**BRADFORD LAKES** 140 Bradford Lakes Way PZ-23-00000042	Preliminary Plat. 80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4). Plat recorded.	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 6th	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24	Under Construc-tion	None	Issued 05.08.24	$3,586,560.00	90%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
G	**BRADFORD PARK** 1175 Bradford Park Way SPRC-2024-000012	Preliminary Plat. 180 townhomes and associated site improvements on 25.31 acres. Plat recorded.	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	Under Construc-tion	None	Issued 05.08.24	$2,855,823.00	85%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
H	**ENCLAVE** 475 Tymber Creek Road PZ-2023-000066	Preliminary Plat. 12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23	07.26.24		Not Required	09.14.23 (Approved)	10.17.23 (Approved)	10.30.24	Under Construc-tion	None	Issued 02.01.25	$634,871	15%	E = Zev Cohen & Associates, Inc. O = Paylin Tymber 1 and 2, LLC
H	**ENCLAVE** 475 Tymber Creek Road PZ-2025-000138	Final Plat.12 lots on 26.17 acres.	02.24.25	03.14.25				Not Required	04.10.25	05.20.25 06.03.25		See Above	None	See Above	See Above	See Above	E = Zev Cohen & Associates, Inc. O = Paylin Tymber 1 and 2, LLC
I	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	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	Under Construc-tion	None	Pending	$780,000 (building)	15%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of April 1, 2025

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Change in project status | **Projects reviewed last 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 Exten-sion	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
J	**FOUNTAIN VIEW PHASE 1C** 1160 Fountain View Street SPRC-2024-000007	Preliminary Plat. 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	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	**FOUNTAIN VIEW PHASE 1C** 1160 Fountain View Street PZ-2025-000137	Final Plat. 141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	02.20.25	03.14.25				Not Required	04.10.25	05.20.25 06.03.25		See Above	None	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	**FOUNTAIN VIEW PHASE 1D** 1789 Houmas Street SPRC-2024-0000016	Preliminary Plat. 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)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	**FOUNTAIN VIEW PHASE 1E** 1587 Nottoway Circle SPRC-2024-0000017	Preliminary Plat. 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)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	**FOUNTAIN VIEW PHASE 1F** 1130 Evelyton Lane SPRC-2024-0000018	Preliminary Plat. 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)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	**ORMOND CROSSINGS, PHASE 1** 1700 N US 1 Highway SPRC-2024-0000050	Preliminary Plat. 444 lots on 252.16.	12.03.24	01.02.25	03.27.25			Not Required	Required	Required			None	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	**OC TYMBER CREEK FLYOVER** 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development.	11.21.24	12.22.24				Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied
P	**OC WATERMAIN EXTENSION** 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24	In Review			Not Required	Not Required	Not Required			None	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	**ORMOND ENCLAVE** 135 North Yonge Street PZ-21-00000079	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)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
R	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc-tion	None	Issued 09.17.21	$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of April 1, 2025

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Change in project status | **Projects reviewed last 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 Exten-sion	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc-tion	None	Issued 09.17.21	$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	**REGAL MULTIFAMILY** 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25	None	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
U	**RIDGEHAVEN** 1066 Cliffhaven Court PZ# 2022-061	Preliminary Plat. 84 duplex units and 202 single-family lots on 103.45 acres. Final plat recorded.	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 Construc-tion	None	Issued 12.21.23	$6,950,757	98%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
V	**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	09.04.24	09.04.26	None	Under Review	Under Review		E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
W	**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			None	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
X	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat. 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	None	Pending	Pending	Pending	E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
Y	**TIDES EDGE** 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 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 Construc-tion	None	Approved	$718,460	90%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
Z	**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	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	None	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

City Commission items, City Commission Chambers of City Hall at 7:00 P.M.					
File Number	**Item**	**Description**	**Planning Board**	**City Commission, 1st or only**	**City Commission, 2nd reading**
NA	Downtown Public Art Master Plan	This is a workshop to review the draft of the Downtown Master Arts Plan and provide direction.	NA	Workshop 5:30 p.m.	
PZ-2025-121	63 Seville Street, Removal from the Historic Landmarks List, Land Development Code Amendment	This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the Ormond Beach Historic Landmarks List of the Land Development Code (LDC).	Approval, 02.13.25	**04.01.25**	**04.15.25**
PZ-2025-130	1005 North US Highway 1, Annexation	This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.	NA	**04.01.25**	**04.15.25**
NA	Ridgehaven Subdivision, Local Road Impact Fee Reimbursement Based on Proportionate Fair Share Agreement	This is a Resolution to establish the method to provide local road impact fees per the Proportionate Fair Share Agreement, Resolution 2023-152, for the Ridgehaven Planned Residential Development.	NA	**04.01.25**	NA
PZ-2025-131	2023 Ormond Crossings Annual Report	This is a request to receive and accept the 2023 Ormond Crossings annual report filed by Ormond Crossings West, LLC, as required by the development agreement approved by the City Commission.	NA	**04.15.25**	NA
PZ-2025-132	2024 Ormond Crossings Annual Report	This is a request to receive and accept the 2024 Ormond Crossings annual report filed by Ormond Crossings West, LLC, as required by the development agreement approved by the City Commission.	NA	**04.15.25**	NA
PZ-2024-084	Comprehensive Plan Amendments, Comprehensive Plan 2045 update	This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.	NA	**04.15.25**	To be determined
PZ-2025-146	21 Bockhouse Court, partial easement release	This is a request by the property owner for a partial easement release of 325 square feet at 21 Blockhouse Court, lot 18 of the Ormond Lakes Unit VI plat.	NA	**04.15.25**	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.iqm2.com/citizens/default.aspx?. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - April 2, 2025		
PZ-2025-139	87 Riverside Drive	This is a request for one variance related to the construction of an unenclosed stairway on the east side of an existing detached accessory structure to be located within the rear yard setback submitted by Stacey and Russel Frates, property owners of 87 Riverside Drive. The variance application seeks to allow an unenclosed stairway to be located within the rear yard setback. The property at 87 Riverside Drive is located in two zoning districts. The front of the property where the single-family home is located is in the R-1 (Residential Estate) zoning district. The rear half of the property, where the pool and existing detached accessory structure and proposed stairs are, is in the R-2 (Single-Family Low Density) zoning district. Section 2-13(B)(9)(b) of the Land Development Code requires a 25'-rear yard setback. Section 2-41(8) of the Land Development Code states, "Unenclosed stairs and landings may extend up to four feet into any required front or rear yard." The applicant is requesting an unenclosed stairway setback of 17.08', which would require a variance of 3.92' to the required 21'-setback for unenclosed stairs and landings.
PZ-2025-142	250 Grove Street	This is a request for one variance submitted by Melia Workman Lewis, property owner of 250 Grove Street. Chapter 2, Article II, Section 2-50(o), Garages, of the Ormond Beach Land Development Code requires all single-family residences to have a garage or carport structure. The property currently does not have either and the applicant seeks to construct a 12' by 20'-carport in front of the residence. Chapter 2, Article II, Section 2-50(f)(1)(d), Carports, requires the setbacks for carports to be the same as the principal building setbacks of the zoning district in which the property is located. The property at 250 Grove Street is located in the R-3 (Single-Family Medium Density) zoning district and Section 2-15(B)(9)(a) of the Ormond Beach Land Development Code requires a 25'-front yard setback. The applicant is seeking a variance to allow the construction of a carport with a front yard setback of 18.2', requiring a variance of 6.8' to the required 25'-front 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 public hearing items

Neighborhood Meeting - April 9, 2025, 6:00 P.M.: 336 South Halifax Drive		
PZ-2025-129	First United Methodist Church	Cobb Cole representing First United Methodist Church of Ormond Beach, Inc. shall conduct a neighborhood meeting on Wednesday, April 9, 2025, at 6:00 p.m. at the First United Methodist Church, located at 336 South Halifax Drive, Ormond Beach, Florida 32176, to discuss a proposed site plan for the property at 336 South Halifax Drive. First United Methodist Church seeks to provide for additional building area and associated site improvements within the property at 336 South Halifax Drive to support the existing House of Worship use. All interested parties are invited to participate in the neighborhood meeting. Additional information can be obtained by contacting Tequila Nelson, Cobb Cole, by telephone at (386) 323-9226 or by email at Tequila.nelson@CobbCole.com.

Planning Board - April 10, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2024-137	Final Plat, Fountain View, Phase 1C	This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.
PZ-2024-138	Final Plat, Enclave Subdivision	This is an application submitted from Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.
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.		

PERMIT ISSUANCE SUMMARY (03/01/2025 TO 03/26/2025)
FOR CITY OF ORMOND BEACH

Partial March Report

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	3	1,448	$59,001.00	$1,043.93
	Electrical	6	0	$37,945.00	$673.25
	Exterior	9	1,510	$206,088.48	$2,441.15
	Interior Build Out	2	1,615	$135,000.00	$1,640.89
	Mechanical	14	256,301	$136,827.00	$1,575.00
	Milestone Inspection	3	0	$0.00	$750.00
	New Construction	2	2,895	$1,046,662.00	$19,491.30
	Plumbing	2	0	$3,100.00	$225.00
	Reroof	11	84,359	$685,482.00	$3,879.18
	Signage	5	341	$14,600.00	$681.61
	Wall, Structural	1	302	$40,000.00	$389.38
	BUILDING NON-RESIDENTIAL TOTAL:	**58**	**348,771**	**$2,364,705.48**	**$32,790.69**
Building Residential	Demolition, Complete	1	3,719	$30,000.00	$714.64
	Detached Accessory Structure	6	200	$149,227.25	$1,681.54
	Dock/Seawall	1	400	$18,000.00	$217.25
	Electrical	22	0	$89,218.16	$1,836.03
	Exterior	55	16,314	$611,068.01	$7,647.45
	Gas	3	0	$9,808.00	$273.02
	Generator	6	0	$86,074.00	$1,331.01
	Interior Renovation	5	628	$115,500.00	$1,425.96
	Manufactured/Mobile Home	2	2,352	$60,000.00	$1,260.20
	Mechanical	52	11,422	$489,401.30	$3,977.32
	New Construction, Addition	3	597	$35,250.00	$506.46
	New, Single Family Residential	32	97,084	$14,281,799.85	$424,868.81
	Outside the City Utility Permit	2	4,433	$0.00	$12,840.00
	Plumbing	18	4	$54,440.32	$1,322.75
	Pool/Spa	4	1,848	$362,000.00	$3,180.59
	Reroof	101	184,517	$1,919,606.94	$16,684.93
	Screen Enclosure	7	5,644	$105,316.00	$1,226.95
	Solar	5	744	$206,415.48	$2,122.04
	BUILDING RESIDENTIAL TOTAL:	**325**	**329,906**	**$18,623,125.31**	**$483,116.95**
Engineering Non-Residential	Tree Removal	2	0	$0.00	$180.00
	ENGINEERING NON-RESIDENTIAL TOTAL:	**2**	**0**	**$0.00**	**$180.00**
Engineering Residential	Seawall Revetment	1	0	$40,000.00	$0.00
	Tree Removal	31	0	$500.00	$3,242.59
	ENGINEERING RESIDENTIAL TOTAL:	**32**	**0**	**$40,500.00**	**$3,242.59**
Fire Non-Residential	Fire Protection Systems	4	2,741	$58,736.00	$612.50
	FIRE NON-RESIDENTIAL TOTAL:	**4**	**2,741**	**$58,736.00**	**$612.50**
LDC Non-Residential	LDC	2	0	$9,175.00	$150.00
	Master Solicitor	6	0	$6.00	$300.00
	Non-Residential SPRC Site Improvem	2	0	$626,004.00	$24,541.64
	Special Event Permit	2	0	$2.00	$0.00
	LDC NON-RESIDENTIAL TOTAL:	**12**	**0**	**$635,187.00**	**$24,991.64**
LDC Residential	Garage Sale	42	0	$936.00	$200.00

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (03/01/2025 TO 03/26/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	LDC	45	0	$221,312.92	$3,105.00
	Sheds less than 150 square feet in siz	2	0	$5,000.00	$150.00
	LDC RESIDENTIAL TOTAL:	**89**	**0**	**$227,248.92**	**$3,455.00**
	GRAND TOTAL:	**522**	**681,418**	**$21,949,502.71**	**$548,389.37**

** 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

April 15, 2025 - City Commission

Number: 7.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-14
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	63 Seville Street, Removal from the Historic Landmarks List, Land Development Code Amendment (SECOND READING)		
Summary:	This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the Ormond Beach Historic Landmarks List of the Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark from the Ormond Beach Historic Landmarks List shall follow similar procedures as a request to place a landmark on the said list. As such, removing a landmark property from the Landmarks List requires adopting a LDC amendment as an ordinance approved by the City Commission. As with historic landmark designation, a request to be removed from the Historic Landmarks List is voluntary. The applicant is performing a building addition and desires to be removed from the list. The Historic Landmark Preservation Board held a public hearing on January 27, 2025. There were no objections to the request, and the Board unanimously recommended approval (8-0). The Planning Board held a public hearing on February 13, 2025. There were no objections to the request, and the Board unanimously recommended approval (7-0).		
Financial Impact:	None		
Citizen Impact:	The LDC amendment affects a single property, and the Historic Landmarks List is a voluntary list. The amendment is not anticipated to create any citizen impacts.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended approval of removing 63 Seville Street from the Ormond Beach Historic Landmarks list as adopted in the LDC.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-14 63 Seville Street HLL removal (P25-0025G) 2. 63 Seville Street Landmark Removal PB Staff Report 3. Draft Board minutes, 63 Seville Street 4. Ordinance BIE, LDC Amendment, 63 Seville Street
Approval:	Kelly McGuire, Finance Director 4/2/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

ORDINANCE NO. 2025-14

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Donna J. Barbie, property owner of 63 Seville Street, Ormond Beach, has applied to amend the City of Ormond Beach *Land Development Code* ("the *LDC*") to remove one historic resource from the list of Ormond Beach Historic Landmarks List, and

WHEREAS, the proposed amendment to the *Land Development Code* includes reorganizing the Ormond Beach Historic Landmarks List in numerical sequence with the only amendment to the list of properties being the removal of the property at 63 Seville Street, and

WHEREAS, the Historic Landmark Preservation Board of the City of Ormond Beach has reviewed the Ormond Beach *Land Development Code* amendment and has made recommendations thereon to the City Commission, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the Ormond Beach *Land Development Code* amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Subsection (k), *Ormond Beach Historic Landmarks list*, of Section 2-71, Historic districts and landmarks, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code,* is hereby amended to read as follows:

(k) *Ormond Beach Historic Landmarks list.*

~~(1) 25 Riverside Drive, the Casements.~~
~~(2) 150 South Beach Street, the Lippincott Mansion.~~
~~(3) 42 North Beach Street, the Anderson-Price Memorial Library.~~
~~(4) 110 North Beach Street, the Corbin Family Estate.~~
~~(5) 104 South Beach Street, the Clements House.~~
~~(6) 173 South Beach Street, the Ames House.~~
~~(7) 186 South Beach Street, the Last Straw or Oaks Ames House.~~
~~(8) 160 East Granada Boulevard, the Old Fire Station No. 91.~~
~~(9) 11-23 West Granada Boulevard, the Buschman Building.~~
~~(10) 57 West Granada Boulevard, the Hanson Building.~~
~~(11) 174 Grove Street, the Wilmer Home.~~

~~(12) 253 John Anderson Drive, the Lisnaroe/"By the Water" Estate.~~

~~(13) Reserved.~~

~~(14) 31 Lincoln Avenue, the Lawson House.~~

~~(15) 61 Lincoln Avenue, the George Cusack Home.~~

~~(16) 75 Lincoln Avenue, the Pearson Home.~~

~~(17) 156 New Britain Avenue, the American Legion Hall.~~

~~(18) 143 Ocean Shore Boulevard, the Treasure Trove.~~

~~(19) 175 Orchard Lane, the Delany Cottage House.~~

~~(20) 127 Riverside Drive, the Rockefeller House.~~

~~(21) 63 Seville Street, the Barbie House.~~

~~(22) 115 South Yonge Street, the New Bethel AME Church.~~

~~(23) 44 South Halifax Drive, the original St. James Episcopal Church.~~

~~(24) 48 Lincoln Avenue, the Ross House.~~

~~(25) 195 Riverside Drive, the Bosarve Site.~~

~~(26) 70 Highland Avenue, the Jacobson House.~~

~~(27) 41 North Beach Street, the Village Improvement Gardens.~~

~~(28) 215 Seton Trail, the Hillside Cemetery.~~

~~(29) 528 South Beach Street, the Ruth House.~~

~~(30) 2 John Anderson Drive, the Hotel Ormond Cupola.~~

~~(31) 38 East Granada Boulevard, the Stout-MacDonald House.~~

~~(32) 196 South Beach Street, the Indian Mound Park.~~

~~(33) 208 Central Avenue, the former Rigby Elementary School.~~

~~(34) 195 South Beach Street, the Whim Gardens at Ames Park.~~

~~(35) 54 South Ridgewood Avenue, the Wardwell and Penfield Gravesites.~~

~~(36) 33 Ocean Shore Boulevard, the Prettyman House.~~

~~(37) 791 West Granada Boulevard, the Pilgrim's Rest Cemetery.~~

~~(38) 140 S. Orchard Street, the Gethsemane Cemetery.~~

~~(39) 106 Marvin Road, the Fagen-Marvin Cemetery.~~

~~(40) 380 Tymber Run, the Groover Creek Cemetery.~~

~~(41) 242 Tomoka Avenue, the former St. John Missionary Baptist Church.~~

~~(42) 63 North Beach Street, the Ormond Yacht Club.~~

~~(43) 103 Lincoln Avenue, the site of the first Ormond Beach School.~~

~~(44) 39 North Ridgewood Avenue.~~

~~(45) 100 Corbin Avenue, the Ormond Elementary School.~~

~~(46) 101 Corbin Avenue, the Ormond Elementary School Stone Wall.~~

~~(47) 1 North Beach Street, the Pilgrim's Rest Primitive Baptist Church.~~

~~(48) 1 Sanchez Avenue, two (2) Coquina Monuments.~~

~~(49) 45 South Halifax Drive, the Emmons Cottage.~~

~~(50) 715 West Granada Boulevard, the Three Chimneys.~~

~~(51) 137 Orchard Lane – the Nathan Cobb Cottage.~~

~~(52) 639 John Anderson Drive.~~

~~(53) 659 John Anderson Drive.~~

~~(54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum.~~

(1) 1 North Beach Street, the Pilgrim's Rest Primitive Baptist Church.

(2) 1 Sanchez Avenue, two (2) Coquina Monuments.

(3) 2 John Anderson Drive, the Hotel Ormond Cupola.

(4) 11-23 West Granada Boulevard, the Buschman Building.

(5) 25 Riverside Drive, the Casements.

(6) 31 Lincoln Avenue, the Lawson House.

(7) 33 Ocean Shore Boulevard, the Prettyman House.

(8) 38 East Granada Boulevard, the Stout-MacDonald House.

(9) 39 North Ridgewood Avenue.

(10) 41 North Beach Street, the Village Improvement Gardens.

(11) 42 North Beach Street, the Anderson-Price Memorial Library.

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(17) 61 Lincoln Avenue, the George Cusack Home.

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(33) 150 South Beach Street, the Lippincott Mansion.

(34) 156 New Britain Avenue, the American Legion Hall.

(35) 160 East Granada Boulevard, the Old Fire Station No. 91.

(36) 173 South Beach Street, the Ames House.

(37) 174 Grove Street, the Wilmer Home.

(38) 175 Orchard Lane, the Delany Cottage House.

(39) 186 South Beach Street, the Last Straw or Oaks Ames House.

(40) 195 Riverside Drive, the Bosarve Site.

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(47) 380 Tymber Run, the Groover Creek Cemetery.

(48) 528 South Beach Street, the Ruth House.

(49) 639 John Anderson Drive.

(50) 659 John Anderson Drive.

(51) 715 West Granada Boulevard, the Three Chimneys.

(52) 791 West Granada Boulevard, the Pilgrim's Rest Cemetery.

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 1st day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

Land Development Code (LDC) Amendment 63 Seville Street - Historic Landmark Designation (Removal)

PLANNING BOARD HEARING DATE:	February 13, 2025
TENTATIVE CITY COMMISSION DATES:	April 1, 2025 (1st reading) April 15, 2025 (2nd reading)
SUBJECT:	Historic Landmark Designation (Removal) – 63 Seville Street, Parcel ID # 4242-20-34-0030
APPLICANT:	Donna J. Barbie, property owner
PROJECT NUMBER:	#PZ-2025-121
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton, Senior Planner

INTRODUCTION: This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach's Historic Landmarks List of the city's Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark's List shall follow similar procedures as a request to place a landmark on the said list. As such, removal of a landmark property from the Landmark's List requires adoption of a Land Development Code amendment as an ordinance approved by the City Commission.

Exhibit 1: Aerial view of 63 Seville Street:



BACKGROUND: The subject property is located approximately 600 linear feet west of South Beach Street along the north side of Seville Street in Ormond Beach (Attachment A – Location Map). According to the 1986 Master Site File with the State Historic Preservation Office, the residence is a two-story masonry Mediterranean Revival structure built in 1925 (Attachment B – Master Site File). As listed in Ordinance No. 87-60 (Attachment C), the subject property has been listed on the Ormond Beach Historic Landmarks List since December 22, 1987.

Exhibit 2: Photo of residence at 63 Seville Street from Master Site File:



ANALYSIS: As is the case with historic landmark designation, a request to be removed from the Historic Landmark List is voluntary. On December 10, 2024, a Building Permit Application BPR-2024-005027 was submitted to renovate the subject property with several interior renovations as well as the construction of additional attached garage space. The applicant was subsequently advised by planning staff that the subject property is a listed historic landmark on the Ormond Beach Historic Landmarks List and any exterior alterations would require historic review. The applicant was also advised that a Certificate of Appropriateness (COA) for review by the Historic Landmark Preservation Board, would be required. The applicant then voluntarily requested to be removed from the list for the reason that they do not wish to be subject to the additional level of historic review required by Section 2-71 of the Land Development Code. The property owner also notes the property underwent a major remodeling project roughly 30 years ago that changed the

appearance of the house. The house is no longer a flat-roofed stucco with irregular roof lines and the second floor has been expanded by about 50% (Attachment D).

Exhibit 3: Current photo of residence at 63 Seville Street:



According to Section 2-71 of the Ormond Beach Land Development Code, a property may be voluntarily designated as a local historic landmark on the Ormond Beach Historic Landmarks List if the property meets certain "historical" criteria. Although there is a process for removal, there is no substantive criterion in the Code that is required of property owners to show in order to be removed from the list. This property is not in the historic overlay district and therefore is not governed by any of special district regulations. In addition, the property owner has not received any benefit from the city (i.e. grant for improvements) that could otherwise obligate the property contractually.

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 amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List 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 amendment that removes the property at 63 Seville Street from the Ormond Beach Historic Landmarks List 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. The designation and removal process for a property on the Historic Landmarks List is voluntary and the property owner no longer wishes to be included on the list.

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 amendment that removes the property at 63 Seville Street from the Ormond Beach Historic Landmarks List in the Land Development Code. The property is served by existing utilities. 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 Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List of Section 2-71 of the Land Development Code.

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 a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

10. The testimony provided at public hearings.

The Historic Landmark Preservation Board held a public hearing on January 27, 2025, there were no objections to the request and the Board unanimously recommended approval (8-0).

RECOMMENDATION: Staff recommends that the Planning Board recommend **Approval** of the removal of 63 Seville Street from the Ormond Beach Historic Landmarks list as adopted in the Land Development Code Section 2-71(k). Pending the recommendation of the Planning Board, the City Commission will tentatively review the proposed removal of the subject property scheduled April 1st and April 15, 2025.

Attachments:

A. Location Map
B. Master Site File
C. Ordinance 87-60
D. Applicant Provided Information

ATTACHMENT A

Location Map



LOCATION MAP

63 Seville Street

#PZ-2025-121

N
W E
S

ATTACHEMENT B

Master Site File

scanned

FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO.

SITE NAME: 63 Seville St SURVEY DATE: 06/30/86
ADDRESS: 63 Seville St
INSTRUCTIONS TO LOCATE:

LOCATION: Rio Vista (Subdivision Name) 34 (Block No.) 2,3,4 (Lot No.)
COUNTY: Volusia
DISTRICT NAME IF APPLICABLE:
OWNER OF SITE: NAME: Kessler, R. & D. J.
ADDRESS: 63 Seville St.
ADDRESS: Ormond Beach, FL 32074
TYPE OF OWNERSHIP: private RECORDING DATE: / /
RECORDER: NAME & TITLE: Historic Property Associates
ADDRESS: P.O. Box 1002
St. Augustine, FL

CONDITION OF SITE: Check One		INTEGRITY OF SITE: Check one or more	
			ORIGINAL USE
EXCELLENT	x	ALTERED	PRESENT USE Residence
x GOOD		UNALTERED	DATES c.1935
FAIR	x	ORIGINAL SITE	CULTURE/PHASE American
DETERIORATED		RESTORED: / /	PERIOD: 20th Century
		MOVED: / /	

NR CLASSIFICATION CATEGORY: building DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING	TRANSPORTATION
DEVELOPMENT	FILL
DETERIORATION	DREDGE
BORROWING	
OTHER (See Remarks Below)	

AREAS OF SIGNIFICANCE: architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER 400

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Mediterranean Revival

PLAN TYPE: Irregular

EXTERIOR FABRIC(S): Stucco: textured

STRUCTURAL SYSTEM(S): Masonry: hollow tile

PORCHES: S/1-story stoop, 1-bay, access from S

ORIENTATION: S

FOUNDATION: Slab: concrete, poured

ROOF TYPE: Flat, built-up/parapet

SECONDARY ROOF STRUCTURE(S): Skirt: over porch

CHIMNEY LOCATION: S: center

WINDOW TYPE: DHS, 6/6, 4/4, 1/1, wood

CHIMNEY: Brick: stuccoed

ROOF SURFACING: Built-up # tile: barrel

ORNAMENT EXTERIOR: Terra-cotta: red

NO. OF CHIMNEYS 1 NO. OF STORIES 2

NO. OF DORMERS: 0 OUTBUILDINGS:

SURROUNDINGS:
SITE SIZE (approx. acreage) LT1

TOWNSHIP	RANGE	SECTION
14S	32E	16

UTM ZONE	UTM EASTING	UTM NORTHING

PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

Statement of Significance:

63 Seville St., a 1-story, frame vernacular residential building, is located in the Assessor's subdivision of Ormond Beach. Sanborn map research and architectural field survey reveal that it was constructed c. 1925.[1]

The city of Ormond Beach is located on Florida's Atlantic Coast astride the Halifax River, a part of the Intercoastal Waterway. The city's northern boundary reaches the Tomoka River, near its exit to the sea. Originally named New Britain upon its platting in 1874, Ormond Beach assumed prominence as a resort in the late nineteenth century. Significant population growth and development occurred between 1910 and 1925, an era known as the "Florida Boom." The city's beaches were the site of America's first automobile speed races. The architectural heritage of the city, whose population in 1980 exceeded 21,000 inhabitants, finds its most eloquent expression in the residences situated on the east and west banks of the Halifax River, which were constructed between 1880 and 1930.[2]

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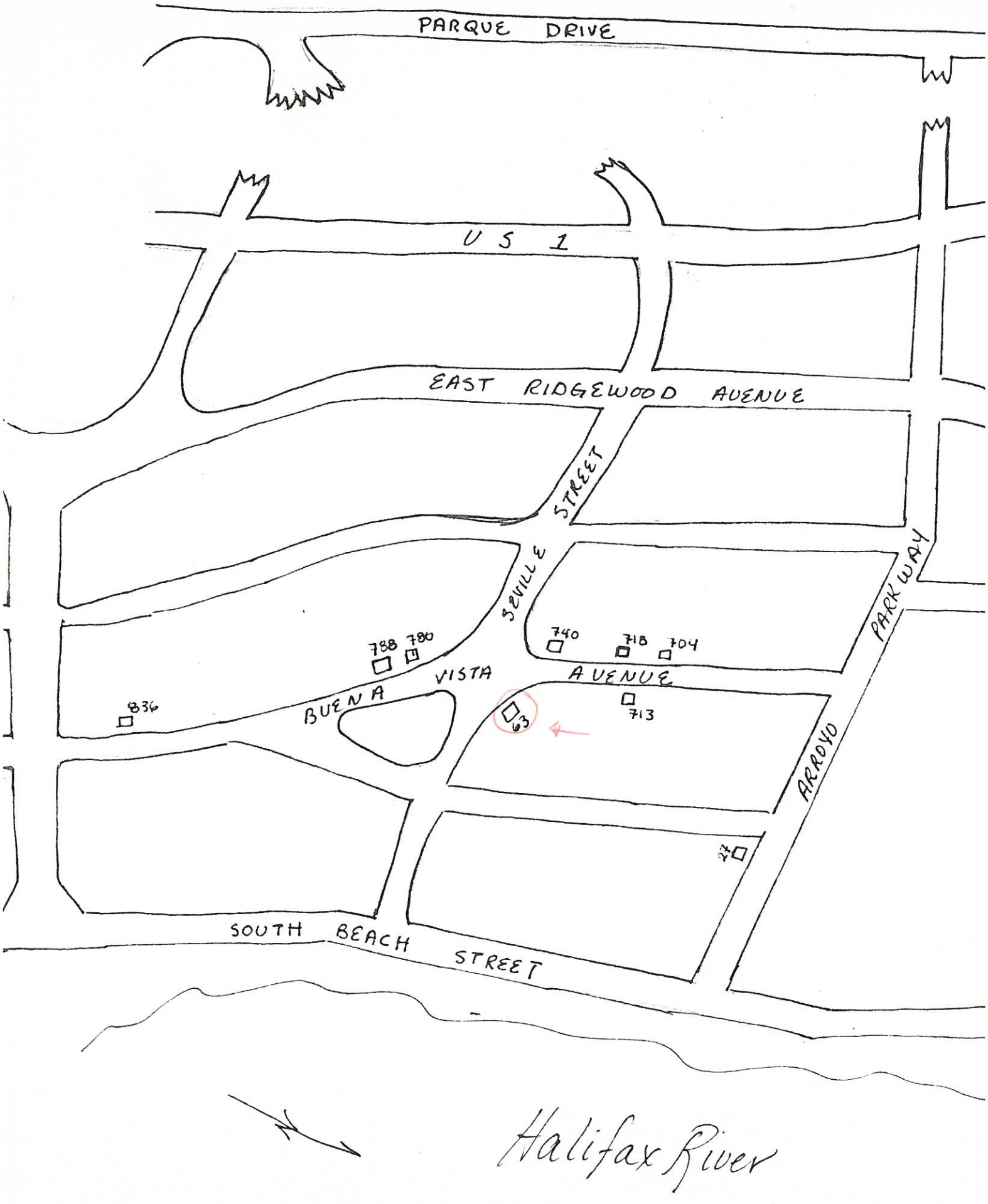
[1] Sanborn Fire Insurance Maps of Ormond Beach, Florida (1921, 1931).

[2] See Historic Property Associates, Architectural and Historical Survey of Ormond Beach (St. Augustine, 1986).


PARQUE DRIVE
U S 1
EAST RIDGEWOOD AVENUE
SEVILLE STREET
PARK WAY
ARROYO
BUENA VISTA AVENUE
SOUTH BEACH STREET
836
788
780
740
718
704
713
63
27
Halifax River



ATTACHEMENT C

Ordinance 87-60

ORDINANCE NO. 87 - 60

AN ORDINANCE ESTABLISHING A LIST OF HISTORIC LANDMARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Historic Landmark Preservation Board, the Planning Board and the City Commission have taken all steps required by Section 11.1-4 of the City of Ormond Beach, Florida, Code of Ordinances, now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That, pursuant to the authority vested in it by Section 11.1-4, Establishment of a list of landmarks, archaeological sites, and other notable features, of the City of Ormond Beach, Florida, Code of Ordinances, the City Commission hereby designates the following properties as "historic landmarks:"

(a) the Ormond Hotel
(b) the Casements
(c) the Lippincott Mansion
(d) the Ormond Beach Womens Club
(e) 110 North Beach Street - Aran Dhan
(f) 104 South Beach Street - Dorsey Smith, Jr.
(g) 173 South Beach Street - City of Ormond Beach
(h) 186 South Beach Street - Josephine Rogers
(i) 704 Buena Vista Avenue - Harry Pazmino
(j) 76 Central Avenue - Daisy Mae Hatten
(k) 33 Dix Avenue - Nancy Ann Moore
(l) 160 East Granada Boulevard - City of Ormond Beach
(m) 11-13 West Granada Boulevard - Miriam Buschman
(n) 15-17 West Granada Boulevard - Miriam Buschman
(o) 25 West Granada Boulevard - Miriam Buschman
(p) 57 West Granada Boulevard - Brian Hanson
(q) 174 Grove Street - Dana Smith
(r) 128 South Halifax Drive - Mary Jane McSwain
(s) 253 John Anderson Drive - Eileen H. Butts
(t) 393 John Anderson Drive - Margaret Rainey
(u) 31 Lincoln Avenue - Elizabeth Ross
(v) 61 Lincoln Avenue - Earl Williams
(w) 75 Lincoln Avenue - Roydon Pearson
(x) 156 New Britain - City of Ormond Beach
(y) 143 Ocean Shore Boulevard - Mrs. Ralph Goodwin, Sr.
(z) 71 Orchard Lane - Sara Fischer
(aa) 175 Orchard Lane - Robert Von Der Osten
(bb) 127 Riverside Drive - Shed Roberson
(cc) 63 Seville Street - Richard Kessler
(dd) 115 South Yonge Street - Rev. Carl Brinkley

SECTION TWO. That each of the aforelisted properties is hereafter subject to the regulations set forth in Chapter 11.1, Historic Preservation, of the City of Ormond Beach, Florida, Code of Ordinances, unless and until such property is requested to be

removed from the aforestated list and the City Commission so removes the property.

SECTION THREE. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. That this ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 1st day of December, 1987.

PASSED UPON at the second and final reading of the City Commission, this 22nd day of December, 1987.

Nicholas A. Fortunato
NICHOLAS A. FORTUNATO
Mayor - City Commissioner

ATTEST:

Marian A. Maxwell
MARIAN A. MAXWELL
City Clerk

ATTACHMENT D

Applicant provided 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:*	Local Landmark List Designation Removal *Complete fee sheet (page 3)		
Project Name:			
Project Address:	63 Seville Street, Ormond Beach, Fl. 32174		
Volusia County parcel number(s):	424220340030		
Description:	Local Landmark List designation removal, see letter.		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Home Owner, Donna J. Barbie
Address:	63 Seville Street
City, State, Zip code:	Ormond Beach Fl, 32174
Telephone:	386-852-3240
E-mail:	Barbied@erau.edu

APPLICANT INFORMATION

Same as project coordinator	☐	**Same as property owner**	☑
Name:	See above.		
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☑
Name:	Home Owner, Donna J. Barbie		
Address:	63 Seville Street		
City, State, Zip code:	Ormond Beach Fl, 32174		
Telephone:	386-852-3240		
E-mail:	Barbied@erau.edu		

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: Donna J. Barbie Digitally signed by Donna J. Barbie DN: cn=Donna J. Barbie, o=Embry Riddle Aeronautical University, ou=Deans Office College of Arts and Sciences, email=barbied@erau.edu, c=US Date: 2025.01.09 14:58:15 -05'00'

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 9th day of January, 2025, by Donna J. Barbie as Property Owner (title*) for 63 Seville Street (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

Kelsie D. Smith

Notary Public, State of Florida

My Commission Expires: August 27, 2027

KELSIE D. SMITH
Commission # HH 437709
Expires August 27, 2027

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
☐	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☐	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☑	Other: Local landmark list designation removal		$ 825	
		TOTALS:	$825	

63 Seville Street
Ormond Beach
Florida, 32174

January 9, 2025

To Whom It May Concern:

As the owner of the house located at 63 Seville Street, Ormond Beach, a dwelling currently on the historic register, I am applying to have my home removed from the local landmark designation.

Planning and Preservation Boards seek to ensure that historic sites reflect, in large part, their origins. That mission is admirable, but it also serves as the basis of my request to remove my home from its current designation as a local landmark. Over several decades, the house has undergone significant alterations and therefore should no longer be subject to review by these Boards.

The building looks completely different from how it was configured when it was built just over a century ago. Some minor modifications have been completed, such as replacing windows. However, other modifications have been substantial, including a major remodeling project of about thirty years ago. After many efforts to stop relentless leaks from flat tar-and-gravel roofs (edged by terra-cotta tiles), those roofs were removed and the entire second floor was expanded by about 50%, significantly changing the external appearance of the house. Wooden trusses created a pitched roof. The garage (also previously a flat roof, edged by terra-cotta tiles) was changed to a pitched roof at the same time. As seen from the attached photograph of the current structure, vestiges of previous rooflines are still visible. The entire left side of the second floor used to be outside of the house.

As 2-71 (d)(1) of the **Land Development Codes** states, "A certificate of appropriateness, issued by the board, shall be required for any . . . addition or other improvements that would alter the exterior appearance of a structure . . . " . Since previous improvements have altered the exterior appearance already and the structure no longer reflects the original design, I am requesting that the property be removed from the local landmark list designation.

Sincerely,

Donna J Barbie

Donna J. Barbie

Historic Landmark Preservation Board (HLPB) minutes from

January 27, 2025

Planning Board (PB) minutes from

February 13, 2025

ITEM:

PZ-2025-121

Land Development Code Amendment
63 Seville Street - Historic Landmark Designation (Removal)

Recommended for Approval

HLPB – (8-0)

PB – (7-0)

A. December 16. 2024

Dr. Shapiro stated that corrections are required for the December 16, 2024 minutes on page 5, last paragraph, first sentence. It was directed to revise Old Dixie Highway to Old Kings Road.

Dr. Shapiro asked if there were any other corrections to the December 16, 2024 minutes. Ms. Heddy made a motion to approve the revised minutes. Mr. Denny seconded it. Vote was called and the motion was unanimously approved (8-0).

V. PUBLIC HEARING

Historic Landmark Designation (Removal) of 63 Seville Street, the "Barbie House"

Dr. Shapiro opened the Public Hearing for historic landmark designated removal of 63 Seville Street, the "Barbie House", and explained that the public hearing is to consider a request by Ms. Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach's Local Historic Landmarks List of the city's Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark's List shall follow similar procedures as a request to place a landmark on the said list. It was further explained that removal of a landmark property from the Ormond Beach Historic Landmark's List requires adoption of an ordinance by the City Commission.

Ms. Eaton stated that the property was designated on the Ormond Beach Historic Landmark List on December 22, 1987 by Ordinance 87-60 which established the first list of Historic Landmarks in Ormond Beach, noting the property owner today is the same property owner from when the property was added to the list. She reviewed the Certificate of Appropriateness (COA) history for the subject property:

- October 2012 Administrative COA Determination for a window replacement.
- January 2017 Administrative COA Determination for six window replacements.
- April 2017 Administrative COA Determination for eight window replacements.
- February 2018 Administrative COA Determination for a paver driveway.

Ms. Eaton continued with background information and stated that the applicant applied for Building Permit BPR-2024-005027 for a basement and second floor bathroom remodel, and garage addition. She added that a COA, issued by the Board, shall be required for any repairs, reconstruction, rehabilitation, alteration, addition or other improvements that would alter the exterior appearance of a structure or site on property, which is included in the local list of historic landmarks. Ms. Eaton concluded that an application was then applied for to remove the property from the Historic Landmarks List.

Ms. Eaton stated that 393 John Anderson Drive was previously removed from the Historic Landmarks List through Ordinance 2013-41, 33 Dix Avenue was previously removed from the same list through Ordinance 2018-06, as well as 76 Central Avenue through Ordinance 2018-09. She continued that there is no substantive criterion in the code that is required of property owners to show in order to be removed from the list. The property is not located

in a historic overlay district and is therefore not governed by any special district regulations.

Ms. Eaton stated that staff recommends that the Historic Landmark Preservation Board recommend approval of the removal of 63 Seville Street from the Ormond Beach Historic Landmarks List as adopted in the Land Development Code (LDC). It will be heard through public hearings in front of the Planning Board on February 13, 2025 and City Commission April 1 and 15, 2025.

Dr. Shapiro remarked that other Boards will weigh in on the matter.

Ms. Eaton added that there is no 30-day appeal period for this application type. The LDC Amendment will take effect April 16, 2025, if approved.

Dr. Shapiro stated that he feels the request is appropriate and the applicant does not have to explain the reasoning of wanting to be removed from the list.

Ms. Kistemaker inquired if any grant monies were used in any of the renovations.

Applicants Comments

Ms. Donna Barbie, 63 Seville Street, replied no.

Board discussion ensued on the matter and it was discussed and determined that the City of Daytona Beach may have renovation-type grant programs but the City of Ormond Beach does not have grants available for Historic Landmarks at this time.

Ms. Julien asked additional questions about the renovations that previously occurred on the subject property and if a COA was done.

Ms. Barbie responded that she has lived in the house for 41 years and does not know when the second-story was changed significantly. She said that she thought it could have been prior to the historic register. She added that the barrel-tile was put on prior to her living there. Ms. Barbie continued that she replaced the living room ceiling three times and commented that the tar and gravel roof never worked, therefore she chose a different style during a four-month renovation process to add the addition to the second story.

Dr. Shapiro commented that he heard about irregularities with the COAs prior to his service on the Board. He added that there is a system in place now and that Ms. Julien's question may not get answered.

Ms. Roberts stated that in her experience selling real estate, when making certain changes, it can automatically remove the property from a historic register.

Ms. Eaton clarified that was not the case in the City of Ormond Beach.

It was further discussed that there is a process today through the Tyler permitting software, that notifies staff of a historic property.

There was further discussion on the process and it was expressed that the Board relies on staff's notes on due diligence. Ms. Eaton explained her role as the Board liaison in doing the research in the LDC, Section 2-71, and through the criteria for LDC Amendments.

Ms. Pate asked Ms. Barbie about the garage addition. Ms. Barbie replied that the garage door will be a closer to the roadway, shotgun-style. She expounded on the setback and how it is not sufficient on the side and how on the sides it has a decorative line to the edge that will be matched at the front edge of the garage. Ms. Barbie elaborated on her education and that she has a PhD in American Studies and honors the property and understands that it is no longer a Spanish-style, stucco house and is not in keeping with how it was originally constructed.

Mr. Denny made a motion to approve Historic Landmark Designation (Removal) of 63 Seville Street, the "Barbie House". Ms. Heddy seconded the motion. Vote was called and the motion was unanimously approved (8-0).

Dr. Shapiro asked if there was any other further discussion from the Board on the matter.

Dr. Shapiro explained to the Board that there is a fee for the process. It was discussed that the fee is for all of the advertising in the News Journal for the different public hearing ads. Dr. Shapiro stated that in 1986, there were not any fees for applications.

Board discussion ensued on if Board meetings can be attended electronically. It was discussed and determined that they cannot and that the Boards must be physically present. Attorney Emery concurred.

Dr. Shapiro closed the Public Hearing.

Dr. Shapiro directed the Board to not reply to all when Ms. Miller e-mails the board meeting information.

VI. DISCUSSION ITEM

A. Summary of Certificate of Appropriateness determinations

Ms. Eaton reviewed the summary of the Certificate of Appropriateness determinations. She explained that Planning Department staff keeps track of all applications for both the HLPB and the Board of Adjustments and Appeals (BOAA). Dr. Shapiro thanked Ms. Eaton and Mr. Spraker for doing so and sharing it.

Ms. Eaton concluded that she also prepares a monthly report and exhibit of administrative COA's that have been approved by the Planning Director during the last reporting period which is e-mailed to the HLPB.

VII. MEMBER COMMENTS

Dr. Shapiro thanked the board and staff for their confidence and support. He urged the Board to go look at the subject properties.

DRAFT

January 09, 2025

Mr. Jorczak moved to approve the January 09, 2025 Minutes. Mr. Galloway seconded the motion. The minutes were unanimously approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, apprised the Board of the Walmart neighborhood meeting regarding their 5,000-square-foot expansion for facilitation of their online sale orders, scheduled for Thursday, February 20, 2025 at Calvary Church at 5:00 p.m. He stated that the Planning Board will see that Planned Business Development (PBD) application at the March Planning Board meeting.

VII. PUBLIC HEARINGS

A. PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, the "Barbie House"

Ms. Noel Eaton, Senior Planner, explained the purpose for the Land Development Code (LDC) amendment request for the historic landmark designation removal of the property at 63 Seville Street, the "Barbie House", from Section 2-71(k) of the City of Ormond Beach LDC Historic Landmarks List. She stated that the property was originally designated in 1987 when the original Historic Landmarks List was created. Ms. Eaton added that the applicant is the same owner that owned the property when it was listed on the list. She continued that part of the original ordinance states that the properties on the list shall be subject to the regulations of the landmark list until such properties request to be removed from it.

Ms. Eaton stated that the property had a series of administrative Certificates of Appropriateness (COA) issued for window replacements and a paver driveway. The applicant also submitted a Building Permit application for a remodel of the basement, second floor bathrooms, and a garage addition. Ms. Eaton explained that the LDC allows different approvals based on the scope of the project. If the scope is minor, the improvements can be approved by the Planning Director as an Administrative Certificate of Appropriateness (COA). If there are additions or other improvements that would alter the exterior, it would then go on to the Historic Landmark Preservation Board (HLPB), where it was heard at a public hearing where it was approved for removal on January 27, 2025.

Ms. Eaton displayed pictures of the house from the City's master site file overhead and continued that the applicant and property owner were notified of the requirement and requested to be removed from the local Historic Landmarks List. She added that the City processed previous cases of approval: 393 John Anderson Drive, 33 Dix Avenue, and 76 Central Avenue. There is no substantive criterion that the code requires for property owners to be removed from the voluntary list. Ms. Eaton concluded that staff recommends approval and advised the public hearing dates scheduled at City Commission tentatively on April 1 and 15, 2025.

Chairman Thomas opened it up to the Board.

DRAFT

Board Questions

Mr. Railsback asked if there was any benefit to not being on the list. Ms. Eaton replied that there are no restrictions on expansions.

Mr. Gentry asked if there were any other restrictions that would prohibit action to remove the property from the list. Ms. Eaton responded that there are no criteria for removal and that the criteria is for the LDC amendment.

Mr. Railsback asked if there were any other properties adjacent to or around the property that are on the list. Ms. Eaton answered that there are not.

Chairman Thomas asked if the applicant was interested in addressing the Board and opened it up for any additional Board questions or comments. There were none.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, The "Barbie House". Mr. Gentry seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas commented that these requests are managed by the Board occasionally and how it is nice for the houses to be on the historic register list, but how sometimes changes need to be made which affects the eligibility.

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

A. PZ-24-84 Comprehensive Plan 2045 Update Review

Mr. Spraker delivered a summary of the Comprehensive Plan 2045 update. He summarized the actions since the issuance of the Planning Board packet that a Community Engagement Meeting was held on January 16, 2025, with approximately ten individuals in attendance. Mr. Spraker continued that on February 4, 2025, there was a City Commission workshop to discuss the Comprehensive Plan update. Mr. Spraker stated key direction points including:

- Recommendation for a policy to perform a bike plan;
- Maintenance of a Policy in the Transportation Element regarding the desire for a Redevelopment Plan along South Yonge Street which is subject to Volusia County approval;
- The change of the name of the Leisure Services Department to the Parks and Recreation Department. He stated that the Quality of Life Board, Historic Landmark Preservation Board, and Leisure Advisory Board recommended approval of the name change. He noted that the City Commission expressed support for the department name change; and
- Recommendation to maintain a Policy regarding the Birthplace of Speed Museum concept.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-14

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach's Historic Landmarks List of the city's Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark's List shall follow similar procedures as a request to place a landmark on the said list. As such, removal of a landmark property from the Landmark's List requires adoption of a Land Development Code amendment as an ordinance approved by the City Commission.

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 sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

    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 sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

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 sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

April 15, 2025 - City Commission

Number: 7.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-15
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1005 North US Highway 1, Annexation (SECOND READING)		
Summary:	This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing City land use of “Low Intensity Commercial” and a City zoning designation of B-8, Commercial. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact anticipated by this annexation because the property is already within the ISBA with City land use and zoning. Future development will undergo a site plan process with review by the Site Plan Review Committee.		
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the annexation of approximately 0.98 acres located at 1005 North U.S. Highway 1, based on the following: 1. The property is within the Interlocal Service Boundary Agreement area; 2. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area; 3. There is adequate City infrastructure to serve the subject property;		

	4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. The subject property is contiguous to the City limits along the southeast and northwest property boundaries.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-15 1005 N US1 Annexation (P25-0027G) 2. Exhibit A, 1005 N US HWY 1, Survey 3. Exhibit B, 1005 N US HWY 1 - Annexation Application 4. 1005 N US Hwy 1, Maps 5. Ordinance BIE, LDC Amendment, 1005 N US 1, Annexation
Approval:	Kelly McGuire, Finance Director 4/2/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

ORDINANCE NO. 2025-15

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, T.S. Outdoor Properties LLC, a Florida Limited Liability Company (the "Property Owner"), is the owner of a parcel of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property to be annexed consists of approximately 0.98 acres (Parcel ID No.: 4238-01-29-0020) and is located at 1005 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, the Property Owner has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement ("ISBA") establishing a Municipal Service Area ("MSA") and Joint Planning and Services Delivery Area ("JPA") for the U.S. Highway 1 North Corridor, with the County of

Volusia on August 19, 2014, effective August 28, 2014, (recorded at Book 7026, beginning on Page 876, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement ("ISBA") with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, beginning on Page 4680, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement ("ISBA") with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, beginning on Page 1974, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach renewed the Interlocal Service Boundary Agreement with the County of Volusia for an additional ten-year period (extended to August 28, 2034) on June 4, 2024, effective August 28, 2024, (recorded at Book 8601, beginning on Page 1751, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes,* and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City's *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated area of the County shall be conditioned upon the annexation of the property as provided by an interlocal agreement with another governmental entity; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(d) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991); and

WHEREAS, the requirements of Section 171.044, *Florida Statutes,* and the ISBA have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its annexation authority in accordance with the Interlocal Service Boundary Agreement, the City's utility connection policy, and applicable statutes to annex the properties; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

(a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owner of the Property to be annexed at the time the petition was submitted to the City;

(b) T.S. Outdoor Properties LLC, a Florida Limited Liability Company, is the owner of the Property listed in Exhibit "A" attached hereto.

(c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), Florida Statutes, and Chapter 3, Article V, Section 3-61(d) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

(d) The City and County entered into an Interlocal Service Boundary Agreement which has been recorded in Book 7026 at Page 876, and as amended in Book 7758 at Page 4680, and as amended in Book 8228 at Page 1974, and as renewed in Book 8601 at Page 1751, inclusive of the public records of Volusia County, Florida;

(e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(d) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

(f) The Property is in the Municipal Service Area and the City Commission desires to annex the property in accordance with the ISBA, the City's utility connection policy, and applicable statutory requirements.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 1st day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

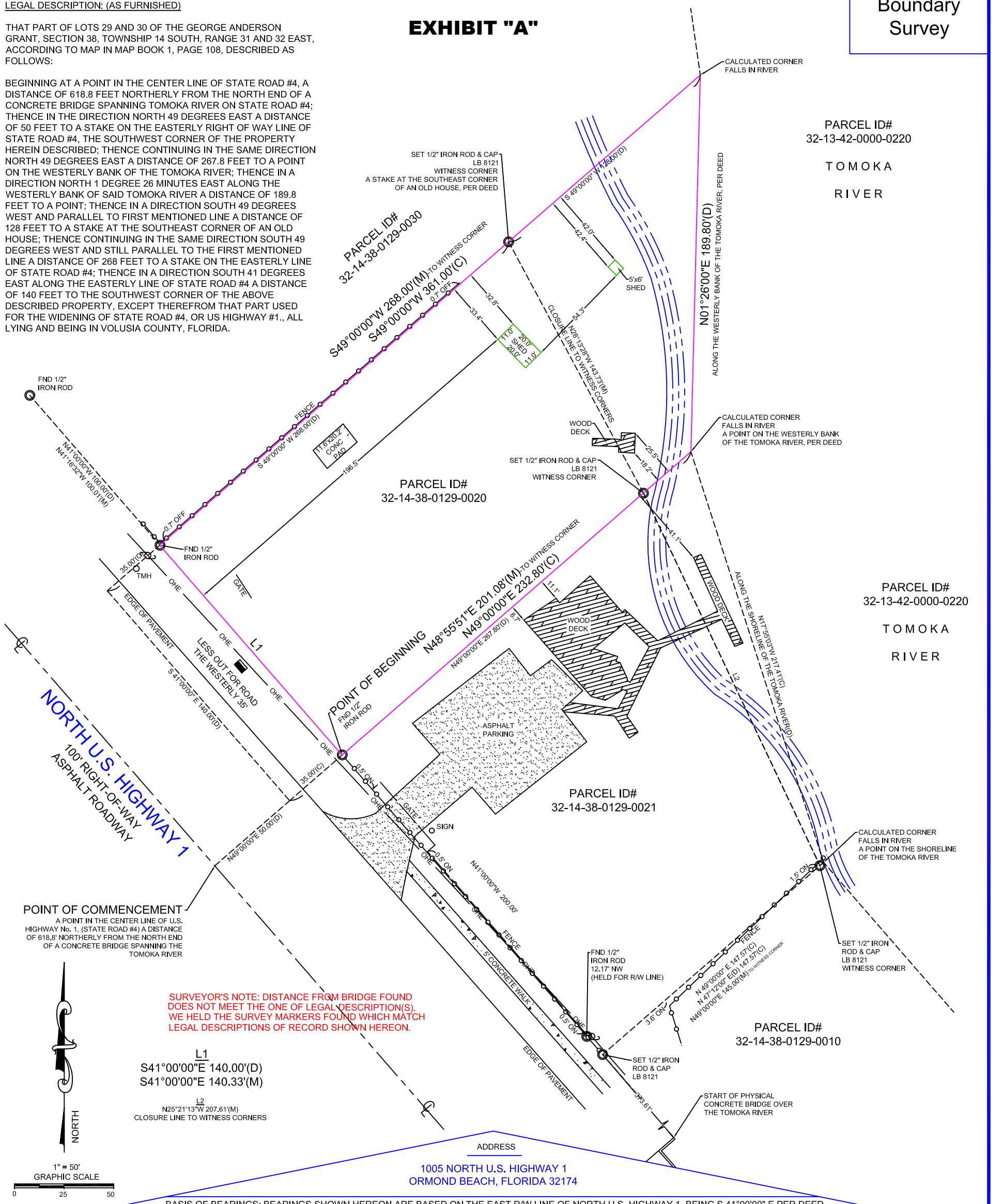
Boundary Survey

LEGAL DESCRIPTION: (AS FURNISHED)

THAT PART OF LOTS 29 AND 30 OF THE GEORGE ANDERSON GRANT, SECTION 38, TOWNSHIP 14 SOUTH, RANGE 31 AND 32 EAST, ACCORDING TO MAP IN MAP BOOK 1, PAGE 108, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF STATE ROAD #4, A DISTANCE OF 618.8 FEET NORTHERLY FROM THE NORTH END OF A CONCRETE BRIDGE SPANNING TOMOKA RIVER ON STATE ROAD #4; THENCE IN THE DIRECTION NORTH 49 DEGREES EAST A DISTANCE OF 50 FEET TO A STAKE ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD #4, THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING IN THE SAME DIRECTION NORTH 49 DEGREES EAST A DISTANCE OF 267.8 FEET TO A POINT ON THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE IN A DIRECTION NORTH 1 DEGREE 26 MINUTES EAST ALONG THE WESTERLY BANK OF SAID TOMOKA RIVER A DISTANCE OF 189.8 FEET TO A POINT; THENCE IN A DIRECTION SOUTH 49 DEGREES WEST AND PARALLEL TO FIRST MENTIONED LINE A DISTANCE OF 128 FEET TO A STAKE AT THE SOUTHEAST CORNER OF AN OLD HOUSE; THENCE CONTINUING IN THE SAME DIRECTION SOUTH 49 DEGREES WEST AND STILL PARALLEL TO THE FIRST MENTIONED LINE A DISTANCE OF 268 FEET TO A STAKE ON THE EASTERLY LINE OF STATE ROAD #4; THENCE IN A DIRECTION SOUTH 41 DEGREES EAST ALONG THE EASTERLY LINE OF STATE ROAD #4 A DISTANCE OF 140 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, EXCEPT THEREFROM THAT PART USED FOR THE WIDENING OF STATE ROAD #4, OR US HIGHWAY #1., ALL LYING AND BEING IN VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"



SURVEYOR'S NOTE: DISTANCE FROM BRIDGE FOUND DOES NOT MEET THE ONE OF LEGAL DESCRIPTION(S). WE HELD THE SURVEY MARKERS FOUND WHICH MATCH LEGAL DESCRIPTIONS OF RECORD SHOWN HEREON.

L1
S41°00'00"E 140.00'(D)
S41°00'00"E 140.33'(M)

L2
N25°21'13"W 207.61'(M)
CLOSURE LINE TO WITNESS CORNERS

ADDRESS

1005 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE EAST R/W LINE OF NORTH U.S. HIGHWAY 1, BEING S 41°00'00" E PER DEED.

LIST OF POSSIBLE ENCROACHMENTS: FENCES AS SHOWN

DLS #: D24-08-0107
CLIENT #:
FIELD DATE: 09/10/2024
DRAFTER: DJC
APPROVED: BHH

CERTIFIED TO: (AS FURNISHED)

LINDA CASTRO

NOTES

1. Abutting properties have not been researched for gaps, overlaps, and/or hiatus
2. In compliance with F.A.C. 61G17-6.0031-4-E, if location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper
3. Fence ownership is not determined
4. No underground improvements or structures were located by this survey, unless otherwise noted
5. This survey should not be used for construction purposes
6. Any septic tank or drainfield locations (if found) are approximate
7. Property lines and or improvements shown were physically located by field survey
8. Monuments found or set are shown
Calculated lines and information are noted by (C)
9. Computations of lines and or data not found are shown as (C)
10. Accuracies obtained in this survey are greater than (rural) 1' in 5000', (suburban) 1' in 7500', (commercial) 1' in 10,000'
11. Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable
12. If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

LEGEND

A/C	- Air Conditioner
C	- Calculated
℄	- Centerline
CB	- Concrete Block
CM	- Concrete Monument
CONC	- Concrete
COV	- Covered
D	- Description
DE	- Drainage Easement
DUE	- Drainage & Utility Esmt
D/W	- Driveway
ESMT	- Easement
FFE	- Finished Floor Elevation
FND	- Found
IP	- Iron Pipe
L	- Length (Arc)
M	- Measured
N&D	- Nail & Disk
NR	- Non-Radial
OHE	- Overhead Utility Line
ORB	- Official Records Book
P	- Plat
PB	- Plat Book
PC	- Point of Curvature
PI	- Point of Intersection
POB	- Point of Beginning
POC	- Point of Commencement
PP	- Power Pole
PRC	- Point of Reverse Curvature
PRM	- Permanent Reference Monument
R	- Radius
RAD	- Radial
R&C	- Rebar & Cap
TMH	- Telephone Manhole
UE	- Utility Easement
WM	- Water Meter
Δ	- Delta (Central Angle)
-o-	- Wood/PVC Fence
-o-	- Chain Link Fence
	- Wood Power Pole
	- Storm Drain Inlet

DEAL LAND SURVEYING

FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveyIng.com

FLOOD ZONE INFORMATION
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, FLOOD ZONE AE, 100 YEAR FLOODPLAIN, NO BASE FLOOD ELEVATION AND FLOOD ZONE X500, 500 YEAR FLOODPLAIN, NO BASE FLOOD ELEVATION
PER F.I.R.M. PANEL NUMBER 12127C 0211K
LAST REVISION DATE 08/07/2018

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF. SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 472.027 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO THE FLORIDA STATUTES SECTION 5J-17.062.2 AND 5J-17.062.3 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE SIGNED: 09/17/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BILL H. HYATT, LS 4636, ON THIS DATE 09/13/2024
SURVEYOR'S NAME: BILL H. HYATT LS 4636

DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

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:*	Annexation / Annexation Agreement *Complete fee sheet (page 3)		
Project Name:	Ormond Tiny House		
Project Address:	1005 N US HWY 1, ORMOND BEACH 32174		
Volusia County parcel number(s):	423801290020		
Description:	W 200 FT OF E 618.8 FT ON HWY W OF HWY BRIDGE LYING BETWEEN HWY & RIVER & IN LOTS 29 & 30 TOMOKA MB 1 PG 108 G ANDERSON GRANT EXC PART IN HWY PER OR 3232 PG 0700 & PER OR 5461 PG 0 -------		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Dana Greenwood
Address:	
City, State, Zip code:	
Telephone:	904-599-7093
E-mail:	dlggreenwood@gmail.com

APPLICANT INFORMATION

Same as project coordinator	☐	**Same as property owner**	☑
Name:	John Regan /T S OUTDOOR PROPERTIES LLC		
Address:	945 Blackwelder Rd De Leon Springs, FL 32110		
City, State, Zip code:			
Telephone:	386-451-2225		
E-mail:	johnr@dermacarefl.com		

PROPERTY OWNER			
Same as project coordinator	☐	Same as property owner	☑
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Linda Castro	E-mail:	lindatherealtorneb@gmail,com
Name:	Roger Yarborough	E-mail:	texasiongshot@hotmail.com
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 3 day of February, 2025, by JOHN REGAN as OWNER (title*) for PROPERTY (name of corporation*), who ( ) provided _____ as identification, or ( ) who is personally known to me.

LINDA CASTRO
Notary Public-State of Florida
Commission # HH 266516
My Commission Expires
22, 2L. 6

_____
Notary Public, State of Florida
My Commission Expires: 5/22/2026

* 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

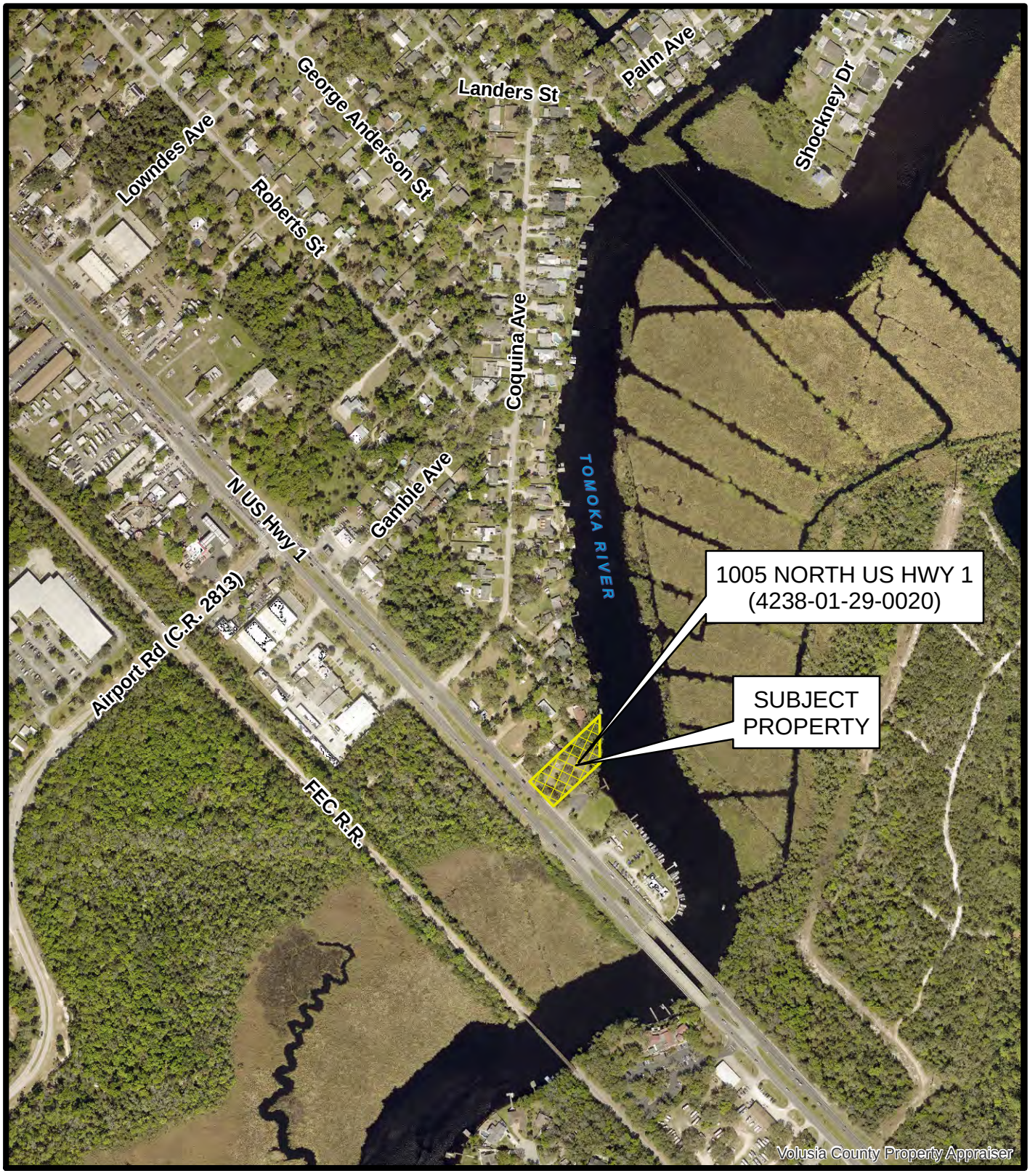
Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

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:		0.00



AERIAL MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

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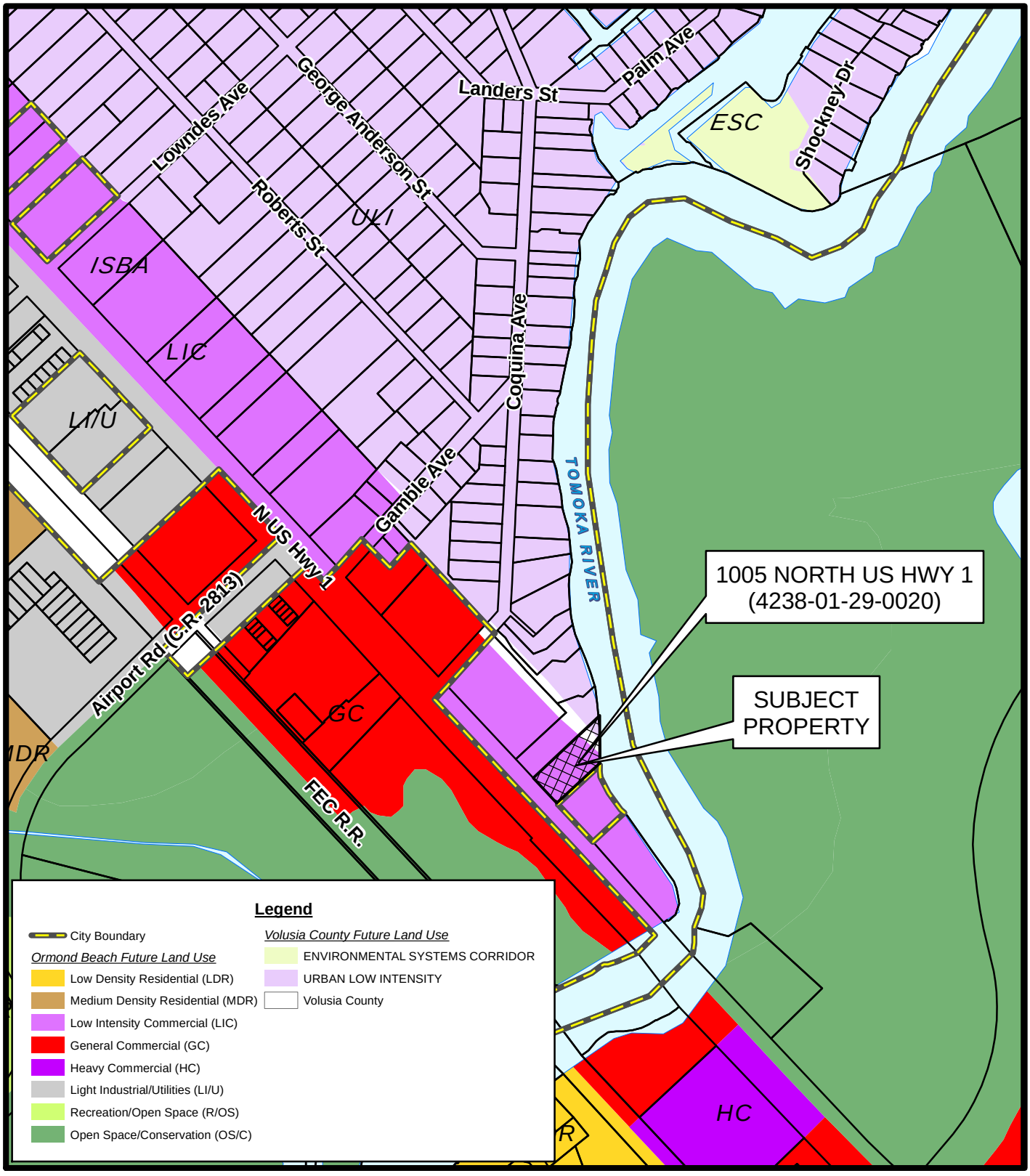

FUTURE LAND USE MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

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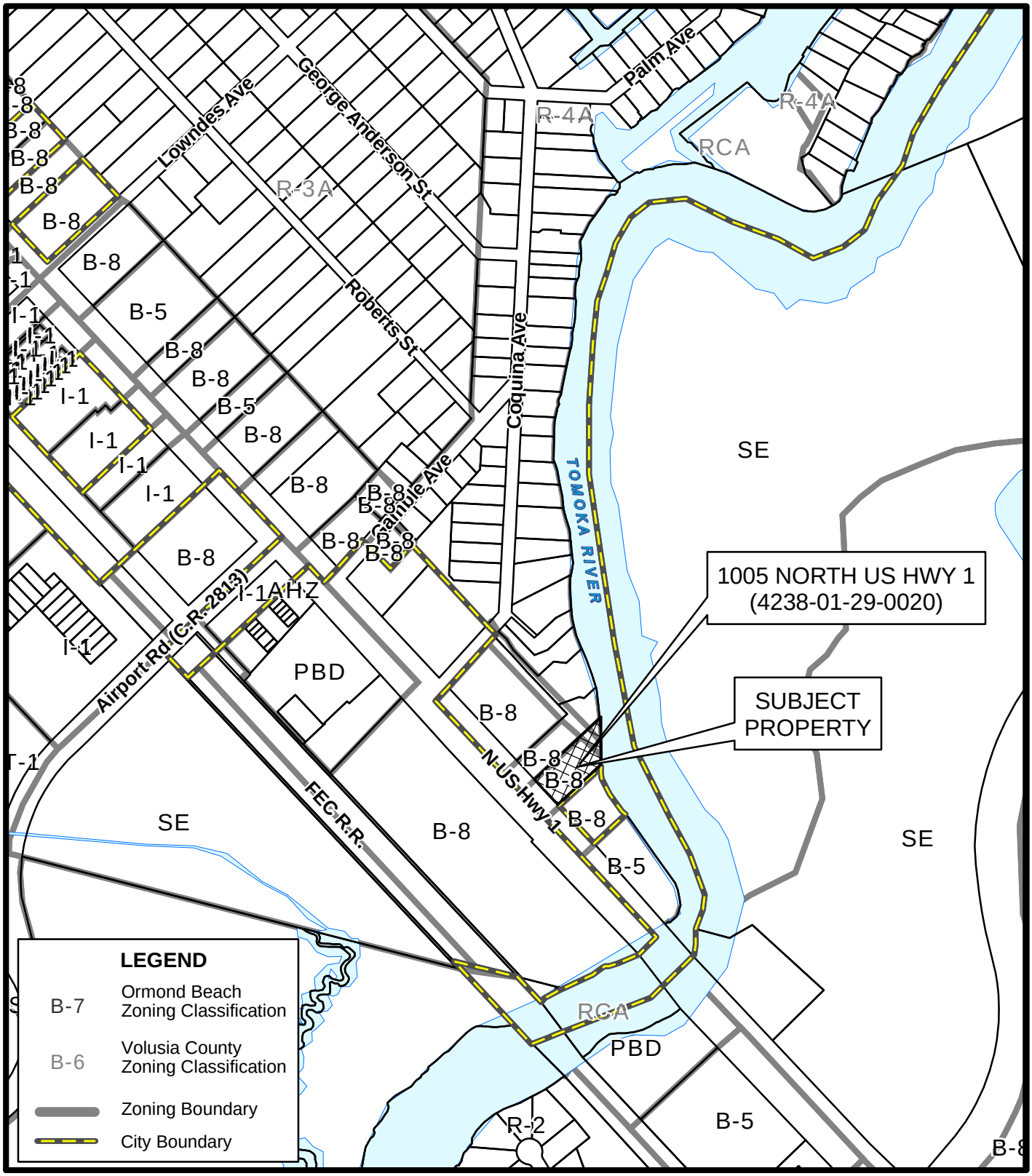

ZONING MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

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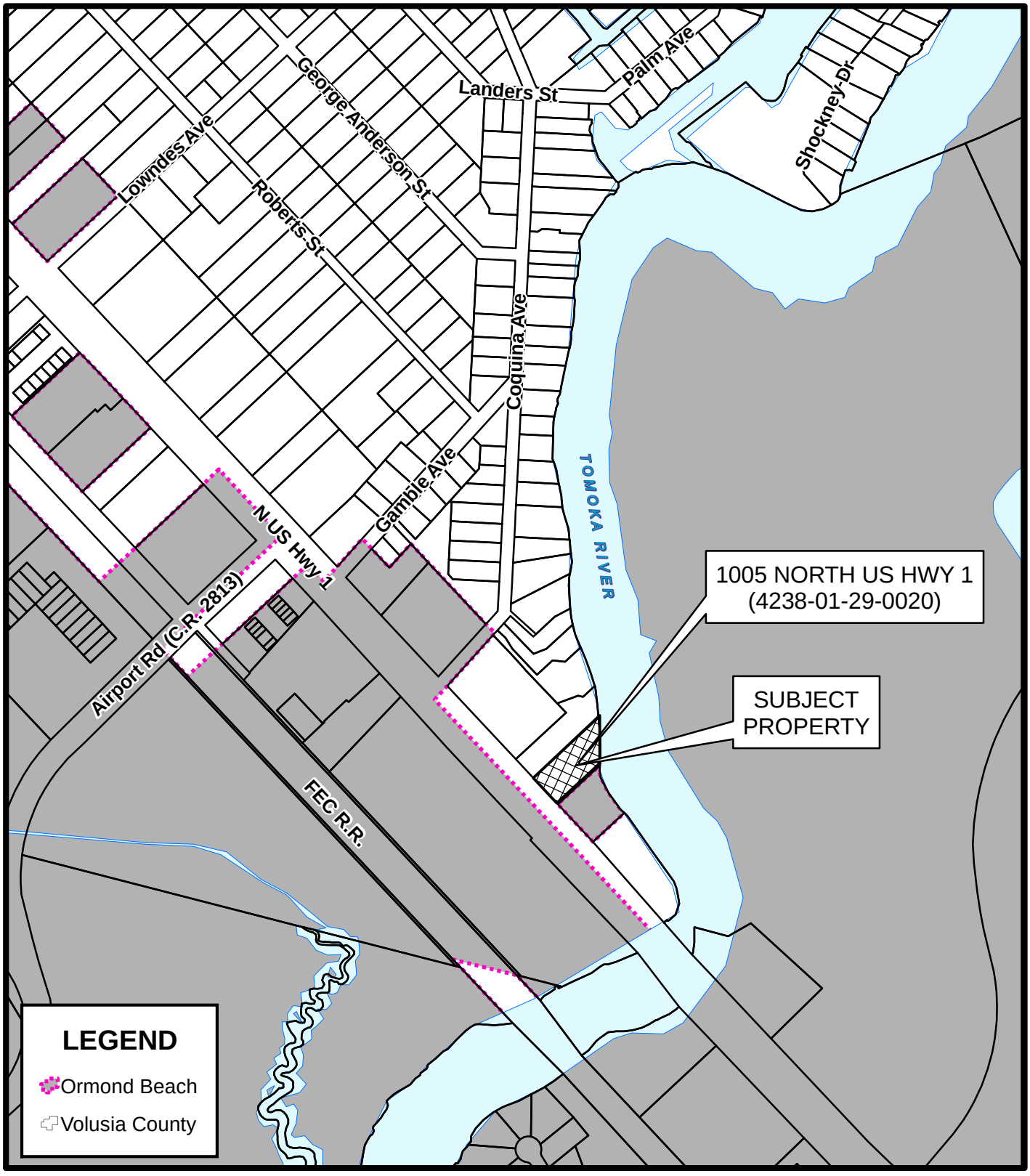

LOCATION MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

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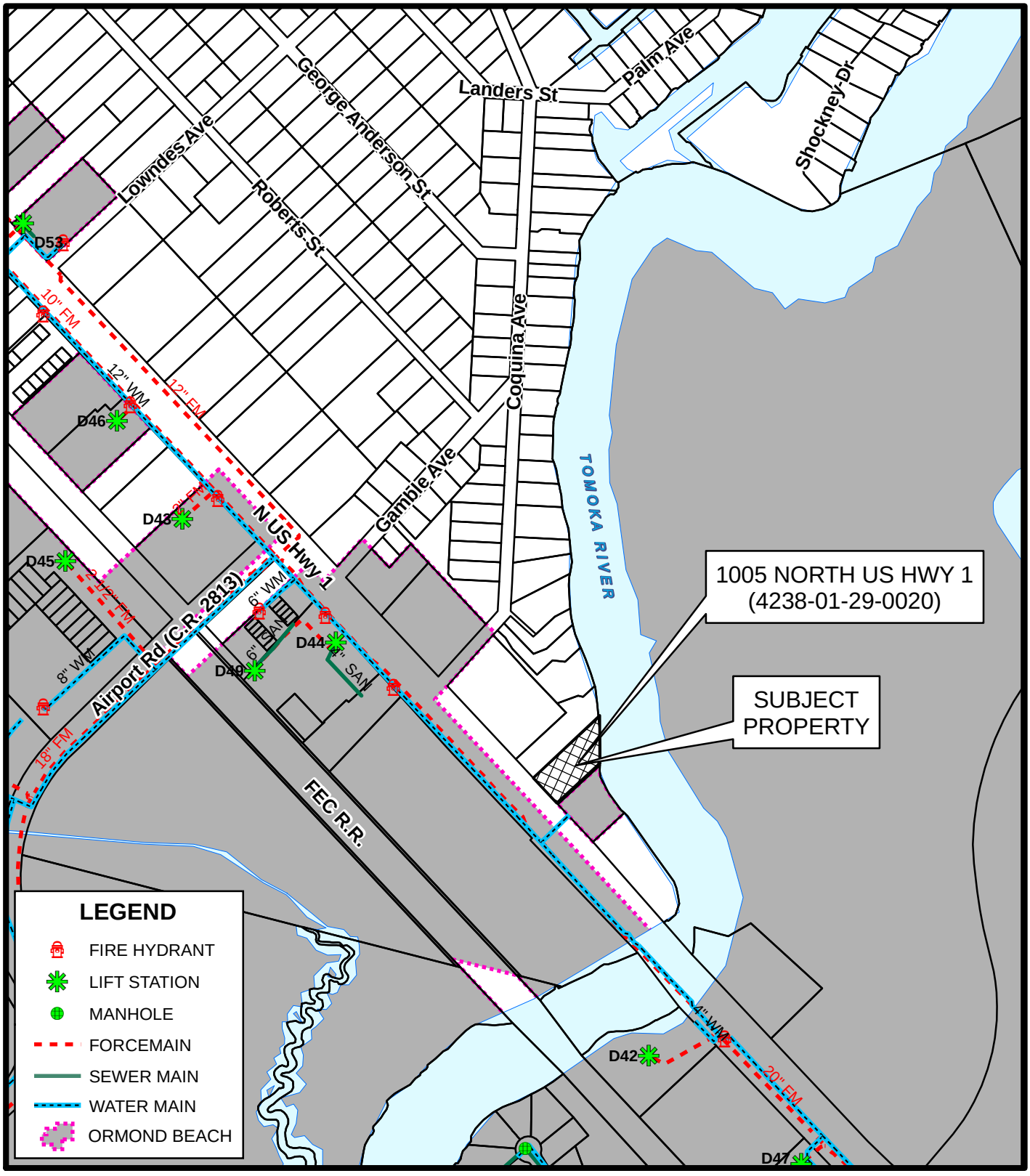

UTILITIES MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

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N.T.S.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-15

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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 voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

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 voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

   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 voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

   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 voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

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

April 15, 2025 - City Commission

Number: 7.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-17
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Comprehensive Plan Amendments, Comprehensive Plan 2045 update		
Summary:	This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights. <u>Phases of the process include the following</u>: 1. The update process started with an introduction phase with a community survey, webpage creation, and a community engagement meeting. 2. The next phase was the review and analysis of the existing Comprehensive Plan Elements. The Planning Board was utilized as an entity to review changes, and other advisory Boards were presented Elements pertaining to their Board's purpose. 3. The third phase was the plan amendments for each Element. This phase included another community engagement meeting, a City Commission workshop, Planning Board discussion item, and public hearings on the Comprehensive Plan amendments. 4. The fourth phase is the transmittal to state agencies, Volusia Growth Management Commission and local governments to obtain any comments on the proposed amendments.		

	5. A final phase would be the review of any comments from the transmittal phase and final adoption at the second reading of an Ordinance. The Planning Board reviewed the proposed Comprehensive Plan amendments on March 13, 2025 and recommended approval by a 4-0 vote. There was one individual who addressed the Planning Board.
Financial Impact:	None
Citizen Impact:	State law requires an Evaluation and Appraisal Report for the Comprehensive Plan. The proposed amendments have been discussed at multiple amendments with several changes directly from citizen input. No citizen impacts are expected from the amendments.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends the City Commission **APPROVE** the proposed Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights. Approval at first reading of the Ordinance would authorize transmittal to state agencies, Volusia Growth Management Commission and local governments to obtain any comments on the proposed amendments. A second reading of the Ordinance would occur after any comments are received.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-17 Comprehensive Plan 2045 Update Ordinance (P25-0038G) 2. Exhibit A, Cover 3. Exhibit A, 04.03.2025, Amended Comprehensive Plan Elements 4. Staff Report, Ormond Beach Comprehensive Plan Update 2045 5. Data and Analysis, Attachments 2-8 to Staff Report 6. Draft Planning Board minutes, Comprehensive Plan 2045 7. Ordinance BIE, Comprehensive Plan 2045 update
Approval:	Kelly McGuire, Finance Director 4/3/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/4/2025 Joyce Shanahan, City Manager 4/4/2025

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission adopted the *City of Ormond Beach Comprehensive Plan ("Comprehensive Plan")* in accordance with applicable law, now known as the Growth Policy Act (Chapter 163, Part II, *Florida Statutes),* which *Comprehensive Plan* has been subsequently amended; and

WHEREAS, Section 163.3191, *Florida Statutes*, requires local governments to evaluate their Comprehensive Plans periodically to determine if plans amendments are necessary; and

WHEREAS, on May 23, 2024 the Planning Director provided a letter to the Department of Commerce confirming that the City would perform a review of the *Comprehensive Plan* and necessary amendments as part of an Evaluation and Appraisal Report of each of the *Comprehensive Plan* elements; and

WHEREAS, public input has been sought on the *Comprehensive Plan* 2045 update through community engagement meetings, a survey, project webpages, and advisory board reviews of the *Comprehensive Plan* elements; and

WHEREAS, the proposed amendments to the *Comprehensive Plan* have been reviewed by the Historic Landmark Preservation Board, Quality of Life Advisory Board, Leisure Services Advisory Board and the Planning Board; and

WHEREAS, the proposed amendments to the *Comprehensive Plan* are being submitted under the state coordinated review process as provided in Section 163.3184(4), *Florida Statutes*; and

WHEREAS, on March 13, 2025 the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendments, and recommended approval thereof; and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendments, as described in Section 163.3184(4) and (11), *Florida Statutes;* and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendments will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to Section 163.3177, *Florida Statutes*; and

WHEREAS, the *Comprehensive Plan* amendments are attached to this Ordinance as Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, for the purposes of this Ordinance, <u>underlined</u> type constitute additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text, figures, and map amendments to the Plan Administration, Future Land Use Element, Transportation Element, Utilities Element, Conservation Element, Coastal Management Element, Housing Element, Recreation and Open Space Element, Capital Improvements Element, Intergovernmental Coordination Element, Cultural and Historical Resources Element, Public School Facilities Element, and Property Rights Element, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION THREE. In order to make the *City of Ormond Beach Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *City of Ormond Beach Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes,* and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION FIVE. Pursuant to Section 163.3184(4), *Florida Statutes,* the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the state land planning agency's report.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION EIGHT. The effective date of this plan amendment, if the amendment is not timely challenged, shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 15th day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this _____ day of _____, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”

Ormond Beach Comprehensive Plan 2045 Update



Ormond Beach

Comprehensive Plan Update 2045







~~YEAR 2025~~
~~COMPREHENSIVE PLAN~~

~~CITY OF ORMOND BEACH, FLORIDA~~

~~Adopted December 7, 2010, as amended~~

YEAR 20~~2~~4~~5~~5 COMPREHENSIVE PLAN

~~INTRODUCTION~~ PLAN ADMINISTRATION

FUTURE LAND USE ELEMENT

TRANSPORTATION ELEMENT

UTILITIES ELEMENT

CONSERVATION ELEMENT

COASTAL MANAGEMENT ELEMENT

HOUSING ELEMENT

~~RECREATION & OPEN SPACE ELEMENT~~

PARKS AND RECREATION ELEMENT

CAPITAL IMPROVEMENTS ELEMENT

INTERGOVERNMENTAL COORDINATION ELEMENT

CULTURAL AND HISTORICAL RESOURCES ELEMENT

PUBLIC SCHOOLS FACILITIES ELEMENT

PROPERTY RIGHTS ELEMENT

NEW PAGE ADDED

PLAN ADMINISTRATION









~~INTRODUCTION~~
~~PLAN ADMINISTRATION~~

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INTRODUCTION

This Chapter sets forth the guidelines and criteria for administering the Ormond Beach Comprehensive Plan. Proper Plan administration requires the establishment of procedures to ensure that the Plan provides for a means of Plan interpretation, Plan interpretation appeals, and Plan amendment.

~~A.~~ PLAN INTERPRETATION

It is the responsibility of the Planning Department Director (hereinafter referred to as the Director) to interpret the Comprehensive Plan and its application to public and private land and to activities permitted thereon. Plan interpretations are to be based on the applicable text, maps, figures and tables within the adopted Comprehensive Plan along with the support documentation developed to support the Comprehensive Plan. Plan interpretations shall be based upon the following guidelines:

1. Use and Status of Support Documentation – The City's supporting data and analysis establishes the base data complied to support the Comprehensive Plan. The support documentation is not adopted as part of the Plan but may be used in any review, interpretation and update of the adopted Comprehensive Plan. The support documentation may be updated periodically and portions may be incorporated as a Plan amendment if deemed appropriate.

2. Interpretation of Conflicts – Conflicts shall be judged under the following guidelines:

   a. In the event of any difference of meaning or implication between the text of the Plan and any caption, illustration, summary table, or illustrative table, the text shall control.

   b. In the event of an apparent conflict between the Future Land Use Map and any other map or figure in the adopted Comprehensive Plan, the Future Land Use Map shall control.

   c. In the event of an apparent conflict between Plan goals, objectives and policies or any other portion of the Plan text, the Plan goals, objectives and policies shall control.

3. Interpretation of Undefined Terms – Terms not otherwise defined herein shall be interpreted first by reference to the relevant provisions of the Local Government Comprehensive Planning and Land Development Regulation Act Part II, Chapter 163 ~~F.S.~~ Florida Statutes, or other relevant and appropriate State Statutes or Administrative Rules if specifically defined therein; secondly, by reference to generally accepted planning or otherwise professional terminology if technical; and otherwise according to the latest edition of Webster's New Collegiate Dictionary.

4. Administrative Interpretations – It is the responsibility of the Director to make Comprehensive Plan administrative interpretations. Applications for an administrative interpretation together with the appropriate fee as may be required by resolution of the City Commission shall be filed with the Director. Administrative interpretations may be required as a result of one of the following actions:

   a. Failure to obtain a Comprehensive Plan consistency finding based on submission of a building permit, or subdivision or site plan application:

      In the event a building permit, or subdivision or site plan application is found inconsistent with the Plan, the application may be forwarded to the Director for an administrative interpretation. The building permit, or subdivision or site plan application shall serve as the application for an administrative interpretation.

   b. Request for interpretation of land use designation boundaries:

      Written requests are required for administrative interpretations related to land use designation boundaries. The request shall include a legal description of the parcel(s) and depending on the circumstance a current survey may be required. The applicant may submit additional materials that he feels supports his application and the Director may ask for additional information to explain said request.

   c. Any other action that would require a Comprehensive Plan interpretation.

      Any affected party may make application for an administrative interpretation of the Comprehensive Plan. The application would be for a set of circumstances not covered under one of the aforementioned interpretations. Specifically, the application shall include a written statement which clearly identifies the section or sections of the Plan for which an interpretation is required along with references to text, maps, figures and support document(s) which the applicant feels supports the application.

5. Administrative Interpretation of Plan Consistency and its Relationship to the Concurrency Provisions of the Capital Improvements Element – An administrative interpretation resulting in a determination of consistency does not constitute a determination of concurrency, which is a separate determination that is subject to Article 7, Concurrency Management, of the City Land Development Code and the concurrency provisions of the Comprehensive Plan's Capital Improvements Element.

6. Appeal of an Administrative Interpretation – Any administrative interpretation made by the Director under the provisions of this Chapter may be appealed to the City Commission. Appeals may be initiated by any person aggrieved, or by any officer, board, department or agency of City Government. An appeal shall be submitted within 10 days after rendition of the interpretation by filing with the Director and with the Legal Department, a written Notice of Appeal specifying its grounds

together with the appropriate fee, as may be required by resolution of the City Commission. The appeal shall be submitted on a form prescribed by the Director. Upon receipt of the Notice of Appeal, the Director shall transmit to the City Commission all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision. In its deliberations, the City Commission shall decide that the interpretation of the Director is either consistent or inconsistent with the Comprehensive Plan and then shall direct the disposition of the appeal. In lieu of a consistency/inconsistency ruling, the Commission may determine that the scope of the appeal goes beyond a simple interpretation of the Plan and deals with a substantive issue affecting City policy. Having made such a determination, the City Commission may then refer the application to the Planning Board. The Board shall review the appeal to determine its policy implications and recommend whether or not the appeal would constitute a Comprehensive Plan amendment.

7. Recourses to Decisions of the City Commission – Any City Commission decision on an administrative interpretation may be appealed by an aggrieved person, to the Circuit Court for review by certiorari, within 30 days after the rendition of the City Commission decision. The aggrieved person shall notify all interested persons as required by law and shall have established a record before the City Commission during its hearing on the appeal.

~~B.~~ PLAN AMENDMENTS

From time to time it will be necessary to amend the Comprehensive Plan to keep up with changing conditions, to comply with State mandated updates and evaluations, to achieve implementation of the Plan and to provide citizens and affected parties a means of recourse to participate in the City's Comprehensive Plan Program. All amendments to the Comprehensive Plan shall, as a minimum, comply with the advertising requirements as prescribed by Part II, Chapter 163 F.S. and by City Ordinance. Any action which requires that a change be made to any of the maps, text, figures, tables or charts and any other change having the effect of altering the use of land as prescribed by this Plan shall be deemed to require a Comprehensive Plan amendment. Plan amendments may be initiated by elected bodies, public agencies, appointed officials, advisory boards, public, semi-public or private utilities, individuals and groups, or any other affected person or combinations thereof.

1. Types of Comprehensive Plan Amendments – The Comprehensive Plan may be amended as a result of one of the following types of applications:

   a. Mandated Amendment - an amendment required to comply with State laws and rules thereof. A mandated amendment would include court directed settlements in accord with State law.

   b. Administrative Amendment – an amendment which is initiated by the City Commission through their own actions or acting on the advice or recommendation of the Planning Board, staff or other agency of government.

Development Amendment – an amendment which is initiated by the property owner or his authorized agent to change the Plan so that a particular development type or land use not otherwise consistent with the Plan, would become consistent following the adoption of the amendment. Applicants may be a single individual owning a single parcel or two or more individuals owning contiguous land areas. Applicants may also be an individual or groups of individuals owning 51~~%~~ percent or more of the subject land area. Applicants may be private individuals sponsoring a residential, commercial, industrial or related use or a public agency sponsoring a public use amendment subject to the Comprehensive Plan.

~~c.~~ Small Scale Development Amendment – a Development Amendment that qualifies under the small-scale development amendment provisions of Part II, Chapter 163.3187(1)(c) F.S. and Section 3, below. ~~This Section exempts small-scale amendments from the two-a-year amendment limitations and provides for an accelerated review and adoption schedule.~~

2. Submission of an Application for a Comprehensive Plan Amendment –

   a. Mandated and Administrative Amendments shall not require a formal application, but shall be processed consistent with the amendment requirements of Part II, Chapter 163 F.S. ~~and Administrative Rule 9J-5~~. No fee is required for a Mandated or Administrative Plan Amendment.

   b. Development Amendment applications shall be submitted to the Planning Department on a form prescribed by the Director, together with the appropriate fee as may be required by resolution of the City Commission. Development Amendments may require a pre-application meeting. If required, the Planning Department will schedule the pre-application meeting and may invite other public agencies and representatives as appropriate to attend the meeting.

3. Notification Requirements of Small-Scale Development Amendments –

   Small-Scale Development Amendments require the notification of adjacent property owners in the manner described herein:

   For the purpose of a Small-Scale Amendment, adjoining property is intended to include property for which any portion of the boundary is contiguous to any portion of the boundary of the property encompassed by the proposed "Small-Scale Amendment" and which is not owned or leased by the individual(s) having ownership of the property encompassed by the proposed Small-Scale Amendment. In the case of an intervening easement or right-of-way, this term shall mean the property adjoining said easement or right-of-way which is not owned by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. Where the proposed Small-Scale Amendment encompasses part of a larger property owned or leased by the same individual(s), the boundary of the larger property shall be used to determine the adjoining property(ies).

At least ten days prior to the Planning Board scheduled public hearing date, the ~~landowner, or his duly authorized agent,~~ City shall mail notice of the public hearing to the owner(s) of adjoining property. The latest ad valorem tax record shall be used to identify the name and address of the adjoining property owner(s).

Said notice, which is to be mailed by ~~certified~~ regular mail ~~- return receipt requested~~, shall set forth the time, day, place and purpose of the public hearing. ~~The Planning Department will provide the owner or his authorized agent with a notice form. The owner or his authorized agent shall acknowledge receipt of the notice form.~~

4. Processing of Plan Amendment Applications –

Upon the Director's determination that the application is complete, the Department shall prepare a staff report with all applicable exhibits, information and materials and schedule the application for a Planning Board hearing. The Planning Board shall consider the staff report and forward its recommendation on said Plan amendment to the City Commission. It shall be the responsibility of the City Commission to approve, approve with conditions, continue, or deny the Plan amendment. All Plan amendments must meet the requirements as set forth by Part II, Chapter 163, F.S. and Section 3 above, ~~for Small-Scale Amendment~~ and the applicable Rules of the Volusia Growth Management Commission. Plan amendments are not in effect until the Volusia Growth Management Commission makes a determination of consistency in accordance with their Rules and the Florida Department of Community Affairs determines that the Plan amendment is in compliance with Part II, Chapter 163 F.S. ~~and Administrative Rule 9J-5~~.

~~C.~~ RIGHT TO CHALLENGE DEVELOPMENT ORDER CONSISTENCY WITH COMPREHENSIVE PLAN

The right of any aggrieved or adversely affected party to bring action for injunctive or other relief against the City of Ormond Beach to prevent the City Commission from taking any action on a development order that is not consistent with the Comprehensive Plan shall be as set forth in Part II, Chapter 163.3215 F.S.

ACRONYMS AND ABBREVIATIONS

The following acronyms or abbreviations may be found in this Comprehensive Plan, when used, the acronyms or abbreviations shall have the following meaning:

AAA	Adaptation Action Area
AC	Activity Center (land use classification)
ACS	American Community Survey
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Unit
ALF	Assisted Living Facility
AMI	Area Median Income
BEBR	University of Florida Bureau of Economic and Business Research
BFE	Base Flood Elevation
BLS	United States Bureau of Labor Statistics
BMP	Best Management Practices
CCCL	Coastal Construction Control Line
CDBG	Community Development Block Grant
CDD	Community Development District
CHHA	Coastal High Hazard Area
CIE	Capital Improvement Element
CITY	City of Ormond Beach
CIP	Capital Improvement Plan
COMP PLAN	City of Ormond Beach Comprehensive Plan
CMS	Concurrency Management System
COR	Constructed Oyster Reefs
COUNTY	Volusia County
CRA	Community Redevelopment Area
CRS	Community Rating System
CUP	Consumptive Use Permit
DEP	Department of Environmental Protection
DHR	Department of Historical Resources
DIA	Data Inventory and Analysis
DOD	Downtown Overlay District
DOH	Florida Department of Health
DRI	Development of Regional Impact
DU/AC	Dwelling Units per Gross Acre
DULA	Dense Urban Land Areas
ECFRPC	East Central Florida Regional Planning Council
ECO	Environmental Core Overlay
ELU	Equivalent Living Unit

ERU	Equivalent Residential Unit
FAA	Federal Aviation Administration
FAAQ	Florida Ambient Air Quality
FAC	Florida Administrative Code
FAR	Floor Area Ratio
FCC	Federal Communications Commission
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FDS	Florida Department of State
FEC	Florida East Coast Railway
FEMA	Federal Emergency Management Agency
FFWCC	Florida Fish and Wildlife Conservation Commission
FGBC	Florida Green Building Coalition
FIHS	Florida Interstate Highway System
FIND	Florida Inland Navigation District
FIRM	Flood Insurance Rate Map
FISH	Florida Inventory of School Houses
FLC	Florida League of Cities
FLUCFCS	Florida Land Use, Cover, and Forms Classification System
FLUM	Future Land Use Map
FP&L	Florida Power and Light Corporation
FS	Florida Statutes
FTE	Full-Time Equivalent
FY	Fiscal Year
GBI	Green Building Initiative
GC	General Commercial (land use classification)
GHG	Greenhouse Gases
GIS	Geographic Information Systems
GPD	Gallons Per Day
GPM	Gallons Per Minute
GSI	Green Stormwater Infrastructure
HC	Heavy Commercial (land use classification)
HDR	High Density Residential (land use classification)
HLPB	Historic Landmark Preservation Board
HUD	United States Department of Housing and Urban Development
HVZ	Hurricane Vulnerability Zones
IA	Interlocal Agreement
IMP	Integrated Management Practices
ISBA	Interlocal Service Boundary Area/Agreement
LDC	City of Ormond Beach Land Development Code

LDR	Low Density Residential (land use classification)
LEED	Leadership in Energy and Environmental Design
LIC	Low Intensity Commercial (land use classification)
LID	Low Impact Development
LI/U	Light Industrial / Utilities (land use classification)
LOSS	Level-of-Service Standard
LPA	Local Planning Agency
LPRO	Low Pressure Reverse Osmosis
LRTP	Long Range Transportation Plan
MDR	Medium Density Residential (land use classification)
MS4	Municipal Separate Stormwater System
MSA	Metropolitan Statistical Area
MSA	Municipal Service Area
MSSW	Management and Storage of Surface Waters
NAICS	North American Industry Classification System
NFIP	National Flood Insurance Program
NHL	National Historic Landmark
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
OFW	Outstanding Florida Waters
OS/C	Open Space/Conservation (land use classification)
PBD	Planned Business Development
PI	Public Institutional (land use classification)
PID	Planned Industrial Development
PMUD	Planned Mixed Use Development
PRD	Planned Residential Development
PSI	Pounds per Square Inch
REA	Rural Estate/Agriculture (land use classification)
ROR	Residential, Office, Retail (land use classification)
R/OS	Recreation/Open Space (land use classification)
ROW	Right-of-Way
RPC	Regional Planning Council, see also ECFRPC
RR	Rural Residential (land use classification)
SCADL	School Capacity Availability Determination Letter
SCS	United States Soil Conservation Service
SE	Special Environmental (zoning district classification)
SFHA	Special Flood Hazard Area
SHIP	State Housing Initiative Program
SIS	Florida's Strategic Intermodal System

SJRWMD	St. Johns River Water Management District
SLDR	Suburban Low Density Residential (land use classification)
SPRC	City of Ormond Beach Site Plan Review Committee
STPP	Sea Turtle Protection Plan
TC	Tourist Commercial (land use classification)
TCEA	Transportation Concurrency Exception Area
TDM	Transportation Demand Management
TIA	Transportation Impact Analysis
TIF	Tax Increment Financing
TMDL	Total Maximum Daily Loads
TMI	Transportation Management Initiative
TPO	Transportation Planning Organization
TSMO	Transportation System Management and Operations
UMAM	Uniform Mitigation Assessment Method
USACE	United States Army Corps of Engineers
USB	Urban Service Boundary
USDASCS	United States Department of Agriculture Soil Conservation Service
USFWS	United States Fish and Wildlife Service
USGBC	United States Green Building Council
VCARD	Volusia County Association for Responsible Development
VCEM	Volusia County Emergency Management
VCSB	Volusia County School Board
VGMC	Volusia Growth Management Commission
VLOG	Volusia League of Cities
VMT	Vehicle Miles Traveled
VOTRAN	Volusia County Public Transportation System
WAD	Wave Attenuation Device
WTP	Water Treatment Plants

DEFINITIONS OF TERMS AND WORDS

The following words, terms and phrases, when used in this Comprehensive Plan, shall have the meanings ascribed to them in this section. All words not defined in this Comprehensive Plan shall carry their customary meaning as found in the City's Land Development Code or the most recent edition of Webster's New Collegiate Dictionary.

***Abandon* or *abandonment of use or structure*:** to discontinue a use or structure for a period of six (6) continuous months, eighteen (18) months in a two-year (2) period or for a time period greater than specified by the City's Land Development Code without demonstrating intent to continue the use as indicated by the following: (1) Allowing business tax to lapse; (2) Removing utility meters; (3) Not maintaining structure in a habitable condition; (4) Not making unit available for occupation

(i.e., advertising or marketing through a realtor or other agent); and/or (5) Failure to perform actions pursuant to the terms of an active building permit.

Abandonment, street: to vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, and to renounce and disclaim any right of the public in and to any land in connection therewith.

Abutting or adjoining: having a common border with, or being separated from such common border by a right-of-way, alley or easement.

Accessible: describes a site, building, facility or portion thereof that complies with the Florida Accessibility Code.

Accessory dwelling unit: a subordinate habitable living unit that is created on a residential lot with a principal structure that is detached and provides for independent cooking, living, sanitation, and sleeping. Accessory dwelling units shall not be subdivided or otherwise subdivided in ownership from the primary residence.

Accessory use or structure: any use or detached structure customarily incidental and subordinate to the principal use or structure and located on the same lot containing such principal use or structure. Accessory uses or structures contribute to the comfort, convenience or necessity of the principal use or structure. The term "accessory use and structure" includes, but is not limited to, detached patios, swimming pools, tennis courts, barbecue pits, fireplaces, decorative or ornamental structures, air conditioner compressors, fuel storage tanks, utility buildings, fences, walls and the like. Accessory uses or structures are not allowed except in conjunction with an existing principal use.

Addition: a construction project physically connected to the exterior of a contributing property. For the purpose of floodplain management, the term "addition" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

Adequate school capacity: the circumstance where there is sufficient school capacity by school type, based on adopted level-of-service standards (LOSS), to timely accommodate the demand created by a proposed residential development.

Adult family care home: a full-time, family-type living arrangement, in a private home, under which a person or persons provide, for profit or not for profit, room, board and one (1) or more personal services, as appropriate for the level of functional impairment, for no more than five (5) frail elders or disabled adults as defined under Florida Statutes Section 429.65, who are not relatives.

Adverse impacts: any modifications, alterations or effects on a feature or characteristic of a natural resource such as a beach and dune area, designated species, community waters, wetlands, or upland vegetative community, including their quality, quantity, hydrodynamics, surface area, species composition, living resources, aesthetics or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety, or property, to biological productivity, diversity, or stability or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation. Any result of a development action, including the

secondary impacts of development, that would reduce, over time, the quantity or quality of a natural community, the population of a species, the habitat of a species or the significant attributes of other regionally significant resources covered by the City's Land Development Code.

Aesthetics: the science and philosophy of beauty.

Affordable housing: quality designed housing which is available to a household earning one hundred and twenty percent (120%) or less of area median income (adjusted for family size), which can be rented or purchased in the market without spending more than thirty percent (30%) of household income.

Agricultural uses, major: agricultural activities involving silviculture, apiaries, aviaries, pisciculture, the raising of livestock or worms, dairying, and kindred activities, hog farming, poultry farming and similar uses that may produce excessive noise, odor or dust.

Agricultural uses, minor: agricultural activities restricted primarily to the cultivation, production, processing, packaging and storage of crops, orchards, forage and pasture. These uses allow the sales of agricultural products, including hay and livestock grown or raised on the premises.

Agriculture: the cultivation of the soil primarily consistent with the standards of this article and secondarily consistent with best management practices for food products or any other useful or valuable growths of the field or garden; also, by extension farming, including any industry practiced by a cultivator of the soil in connection with such cultivation, as breeding and rearing of stock and dairying.

Airport: any area of land designed and set aside for the landing and takeoff of aircraft, including all necessary facilities for the housing and maintenance of aircraft.

Aisle: traffic circulation paths between vehicles or rows of parking stalls that allow access to individual stalls.

Alteration: any act or process, which changes one (1) or more of the exterior architectural features of a contributing property.

Alteration of a watercourse: a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Amendment: a change made to either a map or the text of this Comprehensive Plan in accordance with general law.

Animal: all nonhuman species of animal.

Apartment: a customarily renter occupied dwelling unit constructed as part of a group of three (3) or more dwelling units, having common utility service and maintenance furnished by the management.

Appeal: a request for a review of the Planning Director's interpretation of the Comprehensive Plan

Applicant: a landowner, developer, builder or other authorized person who files a petition for a development order and/or a development permit.

Aquatic preserves: an exceptional area of submerged lands and its associated waters and adjacent uplands set aside by the city, the county, the state or a federal agency for the purpose of leaving and maintaining the area in its natural or existing condition.

Aquifer: a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield useful quantities of groundwater to wells and springs.

Archaeological site: any site which contains prehistoric or historic artifacts, relics or structures which represent a particular culture, historic event or epoch and which is of local, regional, state or national significance.

Artificial drainage system: any canal, ditch, culvert, dike, storm sewer or other manmade facility, which tends to control the flow of surface water.

Artificial erosion: the loss or washing away of sand, sediment, or other material from riparian property caused by manmade projects and operations, which result in submerged lands formerly not covered by water.

Assisted living facility: any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator.

Backlogged roads: roads that operate below the adopted level-of-service, are not in the Florida Department of Transportation (FDOT) three-year (3) work program and are not constrained.

Base flood: the flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual-chance flood."

Base flood elevation (BFE): the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Beach: that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Best management practices: management practices accepted by the City and found in the most current edition: (1) Of the Silviculture Best Management Practices Manual, state department of agriculture and consumer services, division of forestry; (2) Of a Manual of Reference Management Practices for Agricultural Activities; (3) Of the Florida Development Manual, state department of environmental protection; or (4) As otherwise accepted and approved by the City Engineer and Chief Building Official.

Bicycle lane or bike lane: a portion of a roadway, or a lane adjacent to a roadway, which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

Bicycle path: any road, path, or way that is designed and intended for use by pedestrian and bicycle travel, which motor vehicles are prohibited or controlled.

Buffer/bufferyard: a strip of land with natural or planted vegetation located between a use or structure and another use or structure to separate and, in some cases, partially or completely obstruct the view of two (2) abutting land uses or properties from each other, to mitigate incompatible impacts one (1) use or structure would otherwise place on another, or to create horizontal separation between uses to discourage encroachment of development impacts from one (1) use onto another use.

Buffer, perimeter: the reserved area along the boundary of a parcel in which landscaping, natural vegetation, and/or walls, fences or berms provide a separation for uses of differing type and intensity as well as providing an attractive boundary between parcels.

Buffer, roadway: the reserved area within and along the boundary of a parcel abutting road right-of-way in which such area is placed landscaping, preserved natural vegetation and/or walls, fences or berms that provide a separation of uses and adjacent roadway impacts and that create an aesthetic roadway corridor on which to travel.

Buffer, upland: an area of undisturbed or appropriately managed vegetation that surrounds wetlands and other natural communities, conservation area, a species and its habitat, or a significant regional resource that is utilized to minimize man-induced disturbances and adverse impacts, including the secondary impacts of development, from either interfering with the life history requirements of a species, or causing adverse changes in the plant or faunal species, or causing adverse changes in the plant or faunal species composition or quality of a natural community. The buffer also serves to create horizontal separation between such natural resources and impacts generated by adjacent uses or structures. The buffer includes canopy, understory and ground cover, which consist of preserved existing vegetation or planted native species in those areas where the buffer was significantly disturbed previously.

Buffering: the use of any manmade or natural materials or open space in any fashion designed to limit the effects of one (1) land use upon adjoining land uses, conservation areas, or natural resources.

Buildable area: the portion of a lot remaining after required yard and required open space and landscaped areas have been provided.

Building: any structure, either temporary or permanent, having a roof impervious to weather that encloses a space used for sheltering any occupancy.

Building height: See *Height, building.*

Building permit: an official document or certification issued by the building official authorizing performance of a specified activity.

Building, principal: a building in which the principal use conducted on the premises is situated.

Building setback line: the required minimum horizontal distance between the front, rear or side lines of the lot and the front, rear or side lines of the building.

Bulkhead line: a legally described line established in or along the Atlantic Ocean, a river, watercourse or other body of water, in order to fix and establish the maximum distance from the water within which property improvements may be permitted. The term "bulkhead line" includes the terms "seawall line" and "coastal construction setback line."

Capacity Enhancement Agreement: an agreement entered into by the City, the School Board and applicant for a Comprehensive Plan amendment or rezoning which increases residential densities in order for a Finding of Adequate School Capacity to be issued by the School District.

Carrying capacity: the maximum number of individuals that a given area can satisfactorily support based on the availability of food, shelter, breeding sites and other factors related to the life history requirements of a wildlife species.

Certificate of Concurrency (COC): a determination by the City that the facilities addressed under the concurrency system will be in place concurrent with the impacts of the development.

Certificate of Occupancy: a document prepared by the administrative official certifying that a specific development has been designed and constructed in a manner consistent with applicable terms of the City's Land Development Code and applicable building codes so long as uses associated with the development are carried out consistent with all applicable laws and ordinances.

Change of use: any change, modification or alteration of the use of any structure, lot, or building from one (1) defined principal use to another. In instances where the principal use is not defined, the defined use nearest to that of the specific use shall apply.

Child care: includes any child care center or child care arrangement which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Facilities that are not considered child care are further defined in the City's Land Development Code.

Clearing: the removal of trees, brush and other ground cover from the land by hand or mechanical means. The term "clearing" does not include sight trails necessary for the surveying of the subject parcel.

Cluster subdivision, single family dwelling: a subdivision in which lot sizes are reduced below the minimum required conventional single-family lot size to concentrate development density thereby creating additional common open space.

Coastal construction control line: that line established by F.A.C. rule as 62B-26.023. Such line generally identifies the landward extent of that portion of the beachdune system which is subject to severe fluctuations based upon a one hundred year (100-year) storm surge, storm waves or other predictable weather conditions, as established by the Department of Environmental Protection in accordance with F.S. § 161.053.

Coastal High Hazard Area (CHHA): that portion of the city within the "threat 'a' evacuation zone" category 1 storms, as identified in figure 1 of the Coastal Management Element.

Coastal planning area: the criteria for determining the boundaries of the coastal planning area; also known as the Adaptation Action Area (AAA) within the jurisdiction of the City of Ormond Beach are listed in Chapter 163.3177, F.S. Figure 2 of the Coastal Management Element displays the coastal area for the City.

Common areas/space: any part of a development designed and intended to be used in common by the owners, residents or tenants of a development.

Compact development: a planning term that seeks to use land efficiently through mixed use with existing infrastructure. The concept also aims to cluster residential lots to preserve land areas, including wetlands.

Comprehensive plan: the City of Ormond Beach Comprehensive Plan, as may hereinafter be amended and which was prepared and adopted pursuant to F.S. ch. 163, pt. II.

Concurrency: a state or condition where adequate capacity exists of certain public facilities and services as measured by adopted level-of-service standards and where such adequate capacity is available concurrent with the impacts of development. In addition, transportation facilities needed to serve new development shall be in place or under actual construction within three (3) years after the local government approves a building permit or its functional equivalent that results in traffic generation.

Concurrency Reservation Certificate (CRC): a certificate attesting that adequate capacity to provide necessary public facilities to meet concurrency requirements is currently available to meet the demands of the development subject to a certificate making such assurance to be issued with the building or site development permit.

Concurrency service area level-of-service standard (LOSS): the maximum acceptable percentage of school utilization determined by dividing the total number of students for all schools of each type in each CSA by the total number of permanent student stations for that type of school in each CSA.

Condominium: a single-family or multifamily dwelling unit separately owned and valued for property tax purposes, with common areas under group ownership and property taxes paid by a homeowners' association.

Cone of influence: for purposes of regulating development and land use under section 3-19 of the City's Land Development Code, public water supply wellfield protection, the area surrounding a pumping well operating continuously for at least a twenty-four-hour (24) duration within which the water table or potentiometric surfaces have been changed by more than one (1) foot due to groundwater withdrawal.

Conservation area: any area that has been set aside for environmental protection through conservation easements, dedicated open space or other legal mechanism.

Consistent: in accordance, in compliance, in agreement and to the same extent as.

Construction: the erection of an on-site improvement to a building, structure, or site located within a designated historic district, historic site, historic landmark or an archaeological site.

Consumptive use: any use of water, which reduces the supply from which it is withdrawn or diverted.

Contract: the agreement executed by the developer and the contractor for the performance of the work, or between the developer and the city for faithful performance, as indicated.

Contractor: the person with whom the developer has executed a contract for the performance of the work connected with a subdivision, or his legally authorized representative.

Crown of road: the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer.

Cul-de-sac: a street terminated at the end by a vehicular turnaround.

Cultural and civic activities: activities typically performed by public or private not-for-profit entities for the promotion of a common cultural or civic objective such as historical, literary, scientific, musical, dramatic, artistic or similar objectives.

Demolish: to alter a structure in such manner as to render it unfit for use to such an extent that repair is not feasible or is so costly as to be economically prohibitive. Alterations within the scope of an approved building permit shall not be regarded as demolition as defined in this section.

Density: the total number of dwelling units per gross acre of land. For purposes of computing density allowances, the total amount of unbuildable area, including wetlands, retention ponds, and inaccessible areas shall not exceed ten percent (10%) of the gross acreage. Density, in turn relates to the total population load on the land in terms of families or persons per acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that existing portion which is considered to be submerged lands.

Deposited or discharged: as pertains to hazardous materials, any spilling, leaking, seeping, pouring, emitting, emptying or dumping. The term "deposited" or "discharged" does not include the use of a hazardous material in accordance with its intended use as specified by the manufacturer.

Designated species (endangered or threatened species): includes those classified, by either the Florida Fish and Wildlife Conservation Commission or the U.S. Fish and Wildlife Service, as endangered, threatened or species of special concern, or those species actively being considered for such designation.

Detention: the collection and temporary storage of stormwater or surface water for subsequent discharge at a rate that is less than the rate of inflow.

Developer: any person who acts in his own behalf or as the agent of an owner of property and engages in development or the alteration of land or vegetation in preparation for construction activity.

Development activity or development: includes any of the following activities: (1) Construction, clearing, filling, excavating, grading, paving dredging, mining, drilling or otherwise significantly disturbing the soil of a site. (2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials. (3) Subdividing land into two (2) or more parcels. (4) A tree or vegetation removal for which authorization is required under the City's Land Development Code. (5) Erection of a sign for which authorization is required under the City's Land Development Code. (6) Alteration of a historic property for which authorization is required under the City's Land Development Code. (7) Changing the use of a site so that the need for parking is increased. (8) Construction, elimination or alternation of a driveway on a public street.

Development agreement: an agreement entered into between the city and a developer and property owner for the purpose of assuring the city that the property owner/developer shall provide required on-site and/or off-site improvements according to established schedules, meet development and

construction design conditions acceptable to the city, and establish developer commitments that demonstrate that the development meets or exceeds requirements set forth in the Land Development Code and the Comprehensive Plan. The term "development agreement" includes, but is not limited to, agreements authorized pursuant to the Florida Local Government Development Agreement Act (F.S. § 163.3220 et seq.) and F.S. § 380.032, both as may be amended from time to time.

Development order: any order granting, denying or granting with conditions an application for approval of a development project or activity.

Development permit: any official city document, which authorizes the commencement of construction or land alteration without need for further application and approval. Development permits include: all types of construction permits (plumbing, electrical, foundation, mechanical and so forth, in addition to the building permit itself), grading and clearing permits, tree removal permits, street graphic permits, etc.

Discharge, point of: the outflow of water from a project, site, aquifer, drainage basin or facility.

District: an area or areas of the city designated on the zoning map as being subject to the uniform regulations and requirements of a particular zoning category established in this chapter.

Dock: a fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels or other water-dependent recreational use.

Documentation: photographs, slides, maps, drawings, graphics, plans, factual written descriptions or legal records.

Drainage system, natural: watercourses or those wetlands which convey water to natural points of discharge or which store water.

Drainage systems (surface water or stormwater): all artificial stormwater control systems, facilities and structures including, but not limited to, basins, canals, conduits, channels, culverts, dams, impoundments, pipes, reservoirs, swales and other such works or natural features such as wetlands, creeks, rivers and lakes that provide collection, drainage, conveyance or other surface water management capabilities located inside publicly-owned rights-of-way or easements.

Dredging: excavation by any means in water or wetlands. The term "dredging" also means the excavation or creation of a water body.

Driveway: a paved area on a site used for ingress and egress of vehicles.

Dune: a mound or ridge of loose sediments, usually sand-sized, lying upland or landward of the beach or shore, and deposited by any natural or artificial means. The term "dune" may also include a beach ridge, dune ridge, chenier or similar topographic feature.

Dune, primary: the first natural or manmade mound or bluff of sand which is located landward of the beach which has substantial vegetation, height, continuity and configuration.

Dwelling, duplex: a building containing only two (2) dwelling units.

Dwelling, multiple-family: a building containing three (3) or more dwelling units.

Dwelling, quadraplex: a building containing four (4) dwelling units.

Dwelling, single-family detached: a building containing only one (1) dwelling unit that is entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a party wall or walls.

Dwelling, triplex: a building containing three (3) dwelling units.

Dwelling unit: a room or rooms connected together to form a separate and independent housekeeping establishment to be occupied by one (1) family and containing sleeping facilities, sanitary facilities and one (1) kitchen.

Dwelling unit, attached: a dwelling unit that is attached in any manner to another dwelling unit's foundation or roof or joined at one or more sides by a party wall or walls.

Easement: a grant to another party by a property owner of the right to use land for a specific purpose, such as, but not limited to, drainage or placement of utility lines, protection of conservation areas or the movement of vehicles or people.

Easement, conservation: a legal document consistent with F.S. § 704.06, executed by a property owner to ensure that the natural resource values of the property as identified therein are preserved and protected indefinitely. Easements may also be incorporated within a plat.

Engineer: a person professionally licensed by the state to practice engineering.

Environmentally sensitive land: shall include but is not limited to the following areas: (1) All areas of the City shown as "Open Space/Conservation" on the Future Land Use Map. (2) All areas proposed for acquisition for conservation (e.g., Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites). (3) Halifax River and adjacent lands including wetlands and vegetative buffers. (4) Tomoka River and adjacent lands including wetlands and vegetative buffers. (5) Intact sand dunes and beach. (6) All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson's, Strickland, Groover, Priest, and Dodson's Creeks; Misner's Branch and the Little Tomoka River). (7) All floodways and flood prone areas. (8) Critical habitat areas for designated flora, fauna, and marine species. (9) Primary aquifer recharge areas. (10) Wellfield protection zones of influence associated with municipal wellfields. (11) Areas subject to erosion. (12) Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.

Equivalent living unit: a measure of consumption for impact fee calculations.

Erosion: the wearing away of land surface by the action of wind, water, gravity or any combination thereof.

Estuary: a semi-enclosed, naturally existing, coastal oriented body of water in which saltwater is naturally diluted by freshwater and which ultimately has an open connection with oceanic waters. The estuary in Ormond Beach includes, but is not limited to, the Halifax River, portions of the Tomoka River and its tributaries.

Evacuation routes: routes designated by the county civil defense authority or the local peacetime emergency plan as necessary for the movement of persons to safety in the event of a hurricane or coastal flood hazard.

Families, low- and moderate-income: lower income families as defined under the Section 8, Federal Assisted Housing Program, or families whose annual income does not exceed eighty percent (80%) of the median income of the area.

Family: one (1) or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no such family shall contain over four (4) persons. Domestic servants employed on the premises may be housed on the premises without being counted as a separate family or families. In addition, a related family may have up to two (2) unrelated individuals living with them.

Federal Emergency Management Agency (FEMA): the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fence or wall: a structure intended to separate or enclose or define space, basically freestanding, constructed of one (1) or more of materials such as wire, wood, stone, cement or brick, designed to be decorative or ornamental or to serve utilitarian purposes as to control ingress or egress of persons or animals. The term "fence" may include a hedge, wall or landscaped berm.

Filling: the depositing of any materials by any means into water, wetlands, floodplain or upland area.

Finding of available school capacity: a determination by the county school district that public school concurrency has been achieved, based on the projected impacts of a residential development. A finding of available school capacity may be based upon an executed proportionate share mitigation agreement.

Finding of no available school capacity: a determination by the county school district that public school concurrency has not been achieved, based on the projected impacts of a proposed residential development and the failure of the applicant to proffer an acceptable proportionate share mitigation agreement.

Florida Inventory of School Houses (FISH): an official inventory report of all county school district-owned facilities.

Flood or flooding: a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) The overflow of inland or tidal waters; and/or (2) The unusual and rapid accumulation of runoff or surface waters from any source.

Flood hazard area: the greater of the following two areas: (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year. (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Floodplain: any land area susceptible to being inundated by floodwaters from any source.

Floodplain manager: the office or position designated and charged with the administration and enforcement of the floodplain management and protection regulations of the City's Land Development Code, may be referred to as the floodplain administrator.

Floodplain, tidal: an area likely to flood or become inundated from water, which is subject to tidal action.

Floodway: the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water-surface elevation more than a designated height. The term "floodway" is synonymous with the term "regulatory floodway."

Floor area: the sum of the gross horizontal areas of all floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two (2) buildings, excluding attic areas with a head room of less than seven feet (7'), unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating or other building machinery and equipment, vehicle parking structures, basement space, or porches, patios, breezeways, sunporches and other similar structural additions that are unenclosed or enclosed with screening. Where no exterior wall encloses a retail or other similar commercial use, such as outdoor dining areas, the floor area is measured from the perimeter or edge of the floor or as may otherwise be defined within the City's Land Development Code.

Floor area ratio: the extent of development of any lot, expressed as a ratio of the gross floor area of all buildings on the lot (or of all principal buildings on the lot if the ratio is so limited) to the total developable lot area.

Florida Building Code: the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard: a factor of safety, expressed in feet above a flood level which is applied for the purpose of floodplain management. Freeboard is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for a selected flood or floodway conditions.

Golf course/country club: a course of at least ten (10) acres devoted to the game of golf and does not include miniature golf or standalone driving ranges. Driving ranges may serve as an accessory use to a bona fide eighteen-hole (18) golf course.

Golf course, contoured: a golf facility contained on less than ten (10) acres and used for instruction and practice of the game of golf. Such facility includes practice driving ranges, putting greens, and or both.

Greenbelt and Gateway Preservation District: the preservation of large natural areas and vegetation leading into the city. Specific roadways are designated as greenbelt areas. Refer to greenbelt and gateway preservation districts in the City's Land Development Code for specific requirements.

Groundwater: water beneath the surface of the ground whether or not flowing through known and definite channels.

Group home: any building or part thereof whether operated for profit or not, which undertaken through its ownership or management to provide, for a period exceeding twenty-four (24) hours, services to individuals who require such services. The ownership or management must have obtained applicable licenses from the state to provide services rendered to resident occupants or

clients. The term "group home" includes individuals who are elderly, developmentally disabled, physically disabled or dependent children.

Habitat: the particular natural community or communities that typically supports a population of a particular plant or animal species.

Hazardous substances: any substances or materials in a quantity or form which, as determined by the city engineer or his designee, pose an unreasonable and imminent danger to the life, health or safety of persons or property or to the natural environment and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiologic (biologic) agents, flammables and corrosives; and hazardous wastes. Such materials and substances include, but are not limited to, the following: (1) Substances listed on the state substances list as set forth in F.A.C. 62-150.200, as amended. (2) 40 CFR 261, identification and listing of hazardous wastes, adopted May 19, 1980. (3) 40 CFR 302.4, table 302.4, list of hazardous substances and reportable quantities, as amended. (4) 40 CFR 355, appendices A and B, lists of extremely hazardous substances, as amended. (5) Any other hazardous or harmful substance, waste or material as so defined in any state or federal statute or regulation.

Hazardous substances storage system: any one (1) or combination of tanks, sumps, wet floors, waste treatment facilities, pipes, vaults or other portable or fixed containers used, or designed to be used, for the storage of hazardous substances at a facility.

Height, building: the vertical distance from finished grade to the highest finished roof surface in the case of flat roofs or the midpoint of the highest most continuous roofline between the eaves and ridge for gable, hip, and gambrel roofs, except that in no case shall any building exceed a maximum height of seventy-five (75) feet when measured from the average median lot elevation to the highest point of any structure and/or attached services.

Historic district: a geographically defined area possessing a significant concentration, linkage, or continuity of landmarks, improvements, or landscape features united by historic events or aesthetically by plan or physical development, and which area has been designated as a historic district by ordinance; such a district may have within its boundaries noncontributing properties which, while not of such historic significance as to be designated as historic landmarks, nevertheless contribute to the overall character of the district.

Historic landmark: any site, structure, building or object meeting one (1) or more of the criteria specified in Chapter 2, Article VI of the City's Land Development Code, overlay districts.

Historic preservation, mixed use: limited nonresidential use of a single-family residence, which is listed on either the National Historic Register or the City's local landmarks list.

Hospitals and extensive care facilities: institutions providing health services, primarily for in-patients and medical or surgical care; including, as an integral part of the institution, related facilities, central service facilities and staff offices.

Hotel: a building or group of buildings in which sleeping accommodations are offered for rental primarily for transients on a short-term basis and the primary means of access to the sleeping rooms is through an inside lobby. Not more than thirty (30) percent of the hotel rental units may be designed with kitchens for use by the occupants. A hotel is subject to the regulations of the division of hotels and restaurants of the state Department of Business and Professional Regulation.

Hurricane shelter: a structure designated by the city or county as a place of safe refuge during a coastal storm or hurricane.

Hurricane vulnerability zone: the portion of the city within the category 3 to 5 storm surge, as identified in Figure 1 of the Coastal Management Element of this Comprehensive Plan.

Hydric soil: a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part that favor the growth and regeneration of hydrophytic vegetation (USDA Natural Resources Conservation Service, March, 2014). Hydric soils that occur in areas having positive indicators of hydrophytic vegetation and wetland hydrology are wetland soils. In addition, soils are hydric according to the soil profile which obtains hydric characteristics of organic matter accretions at the soil surface, high organic matter content in soil surface layer, and gray soil matrix color near the surface layer (soils which undergo saturation for a sufficiently long period of time usually give distinct gray color resulting from oxidation and reduction processes).

Hydrologic and hydraulic engineering analysis: an analysis performed by a professional engineer in accordance with standard engineering practices as accepted by FEMA, for the purpose of determining base flood elevations and/or floodway boundaries.

Impervious: surface material incapable of being penetrated by moisture and preventing the percolation of water to subsurface areas.

Improved and open road: a road that has been accepted by the City as a public street or private street if approved by plat, in accordance with chapter 4, article II of the City's Land Development Code.

Improved property: any real property that has a principal structure or principal outdoor use located thereon.

Improvements: include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street name signs, landscaping, permanent reference monuments (PRMs), permanent control points (PCPs) or any other improvement required by a governing body.

Industrial park: a defined geographic area planned and coordinated for the development of various industrial uses and associated activities. An industrial park is designed, constructed, and managed on an integrated basis with particular attention given to vehicular circulation, parking, utilities, stormwater management, building design, signage and landscaping.

Industrial uses: a use engaged in the manufacturing, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and warehousing and distribution of such products, but excluding basic industrial processing. All manufacturing activities and associated equipment and storage occur inside a completely enclosed building, unless otherwise authorized by the city on a limited basis through a special use permit, special exception or development agreement.

Industrial wastes: the liquid wastes from industrial processes and distinct from sanitary sewage.

Industry: any activity involving the manufacturing of any commodity including the assembly, packaging, canning, bottling or processing of any items. To change any commodity in

composition, form, size, shape, texture or appearance is deemed to be an industrial process. The term "industry" includes the term "manufacture."

Industry, heavy: a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of the City's Land Development Code.

Infill (development): development projects on vacant or underutilized lands in developed areas of the City or with existing infrastructure on the property.

Infrastructure: manmade structures which serve the common needs of the population, including, but not limited to, roadways, water and wastewater treatment systems, solid waste facilities, drainage and retention facilities and wellfields.

Integrated management practice (IMP): a low impact development practice or combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling the predevelopment site hydrology.

Irrigation: the process of artificially applying water to living plant material.

Irrigation system: the supply of water to landscape areas by an automatic sprinkler system.

Land: the earth, water, air, above, below or on the surface, and includes any vegetation or structures customarily regarded as land.

Land, submerged: lands beneath navigable waters as follows: (1) All lands within the boundaries of the state which are covered by nontidal waters that were navigable under the laws of the United States at the time the state became a member of the Union, or acquired sovereignty over such lands and waters thereafter, up to the ordinary high-water mark as heretofore or hereafter modified by accretion, erosion, and reliction; (2) All lands permanently or periodically covered by tidal waters up to but not above the line of mean high tide and seaward to a line three (3) geographical miles from the coast line of the state and to the boundary line of the state as it existed at the time it became a member of the Union, or as heretofore approved by Congress, extends seaward (or into the Gulf of Mexico) beyond three (3) geographical miles; and (3) All filled in, made, or reclaimed lands which formerly were lands beneath navigable waters, as described in this definition.

Land use: the development that has occurred on the land or that is proposed by an applicant for the land, or the use that is permissible or permitted on the land under this Comprehensive Plan.

Landscape architect: the City's landscape architect or designee.

Landscape features: any permanent structure, such as trellis, arbor, fountain, pond, garden sculpture, landscape lighting, decking, patio, decorative paving, gazebo, monument or pole signage and other similar elements.

Landscaping: includes of any of the following or combination thereof, but is not limited to: (1) Turf grass, ornamental grass, ground covers, shrubs, vines, hedges, trees or palms; and (2) Nonliving durable material commonly used in landscaping, such as earthberm, rocks, pebbles,

sand, walls or fences. The term "landscaping" does not include any impervious surfaces or synthetic materials.

Lawn: an area planted with lawn grasses.

Level of service: an indicator of the extent or degree of service provided by or proposed by a facility based on and related to its operation characteristics, as established by the adopted Comprehensive Plan.

Lot: a plot, parcel or tract of land of at least sufficient size to meet the minimum zoning requirements for use, lot coverage, area, width and other requirements of the City's Land Development Code that may be applicable. Nonconforming lots of record are exempted from certain provisions under the terms of the City's Land Development Code.

Lot frontage: any side of a lot that abuts the public right-of-way or a private ingress/egress easement. For double frontage lots, rear yard access is prohibited unless specifically approved by a development order issued by the City Commission.

Lot, illegal nonconforming: a lot that was never duly approved by the City and fails to conform to the present land development regulations.

Lot lines: the boundary lines of the lot.

Low impact development: a stormwater management approach that uses a suite of hydrologic controls (structural and non-structural) distributed throughout the site and integrated as a treatment train (i.e., in series) to replicate the natural hydrologic functioning of the landscape which ranges in effective area from the residential lot level to the entire watershed.

Maintain: to preserve from decline, keep in an existing state or retain in possession or control.

Manufactured home community: an area of land under single ownership where designated areas for manufactured homes are rented or sold on a condominium basis and which meet the requirements of the Planned Development Mobile Home Community and which has a minimum gross site area of fifty (50) acres.

Manufactured home park or subdivision: a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured home/mobile home: a structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, which is built on a permanent, integral chassis, and designed to be used with or without a permanent foundation when attached to the required utilities. The term "manufactured home/mobile home" does not include "recreational vehicle or park trailer."

Marina: a small craft harbor complex designed and used for storing, fueling, berthing and launching of private pleasure watercraft.

Mean high water: the intersection of the local elevation of mean high water as established under F.A.C. ch. 18-21, sovereignty of submerged land management. The term "mean high water" means the average height of the high tides over a nineteen-year (19) period. For shorter periods of observation, the term "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations.

Mean high-water line/mark: the intersection of the tidal plane of mean high water with the shore. Mean high water is the average height of high waters over a nineteen-year (19) period. (See F.S. § 177.27(15).)

Mining or excavation: the removal or recovery by any means whatsoever of soil, rock, minerals, mineral substances or organic substances other than vegetation, from water or land on or beneath the surface thereof, or beneath the land surface, whether exposed or submerged.

Mixed use development: a development or building designed and constructed to accommodate more than one (1) principal use.

Mixed uses: the occupancy of a principal building by two (2) or more principal uses.

Mobile home: See *Manufactured home.*

Motel: a building or a group of buildings in which sleeping accommodations are offered for rental primarily to transients and having individual access from the units to the parking lot. A motel is subject to the regulations of the division of hotels and restaurants of the state Department of Business and Professional Regulation.

National Flood Insurance Program (NFIP): the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

Native plants: 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.

Natural area: an area identified on an approved site plan containing natural vegetation which will remain undisturbed when the property is fully developed.

Natural flow: the rate, volume and direction of the surface [water] or groundwater flow occurring under natural conditions.

Natural vegetation: vegetation existing prior to development of a site which includes understory vegetation and typically includes a wooded area, of generally native species. The term "natural vegetation" does not include invasive exotic or nonnative vegetation.

Noise: a subjective description to an undesirable or unwanted sound.

Nonresidential use or activity: any use or activity occurring on any described parcel of land, whether or not within a structure, with the exception of residential activity as defined herein.

Obstruction: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Official zoning map: the map that graphically illustrates the boundaries of each zoning district and meets the requirements of the zoning map referred to in chapter 2, article I of the City's Land Development Code.

On-site: occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Open space: that portion of a development that is used for landscaping, landscape buffers, landscaped areas above the pop-off elevation of stormwater retention ponds, conservation areas, tree preservation areas, beach outside of public lands and permeable surfaces of outdoor recreation areas. A minimum of twenty percent (20%) of any development's ground surface shall be open space, but may be more to comply with standards set forth in the City's Land Development Code or may be less if explicit standards reduce the minimum open space standard.

Open space, common: an area of land that is reserved primarily for the leisure and recreational or other utilitarian use of all residents of a particular land development project and is owned and maintained in common by such residents or the project management.

Open space use, public: a landscaped or naturalistic area used primarily for passive recreation, active recreation, visual amenity or for purposes of environmental conservation. These uses include: parks, plazas, squares, greenspaces, pedestrian and bicycle pathways, outdoor recreation facilities, wetlands, woodlands, and native plant community conservation areas and preserves, public parks, and stormwater facilities that are visual amenities. An open space use is accessible to all residents. An open space use does not include uses requiring membership. An open space use may be privately-owned, owned in common or publicly owned.

Owner: any person or legal entity having sufficient proprietary interest to undertake development authorized through this Comprehensive Plan and the City's Land Development Code.

Park and recreation facilities, private: the use of land, buildings, and structures for park and recreational purposes provided for the exclusive use by residents of a subdivision or development.

Park and recreation facilities, public: the recreational areas and facilities owned, operated and maintained by a municipality, county, state or federal government, or any agency thereof for the purpose of providing park facilities and/or recreation activities such as swimming, tennis, and other court games, field sport and similar indoor/outdoor facilities. Such parks and areas are developed for use by the general public. These facilities may include: (1) ***Parks and recreation, active:*** leisure time activities, usually of a more formal nature and performed with others, often requiring equipment and taking place at prescribed places, sites or fields. This may include, but is not limited to, swimming, tennis and other court games, baseball and other field sports, and playground activities. (2) ***Parks and recreation, passive:*** leisure time activities not considered active. This may include water-related activities such as boardwalks and interpretive trails, fishing piers as well as boating. Passive recreation may also include non-water-related activities such as hiking, golfing, observation towers and picnicking.

Parking: a temporary, transient storage of private passenger motor vehicles used for personal transportation while the operators of such vehicles are engaged in other activities. The term "parking" does not include storage of new or used cars for sale, service, rental or any other purpose except as specified herein.

Parking area, off-street: all areas located outside of the right-of-way which are designed and constructed for the circulation and parking of automobiles, motorcycles and bicycles, unless

otherwise authorized by the City for other vehicles (i.e., boats, heavy equipment, etc.), and all land upon which vehicles traverse as a function of the principal uses.

Parking, bicycle: an off-street parking area exclusively for the temporary storage of bicycles.

Parking lot: an off-street, ground level area for the temporary, transient storage of private passenger motor vehicles and such area has been approved by the City for parking, as such term is defined in this article.

Parking, off-street: a lot or parcel of land or structure designed, constructed, or utilized for the temporary parking of operational and licensed motor vehicles and for bicycles.

Parking, remote: a parking lot or parking garage not located within the same lot or an adjacent lot to the use for which the parking facility serves.

Parking, shared: a parking lot or parking garage, whether located on-site or occurring as remote parking, which is approved by the City to accommodate the parking needs for two (2) or more property owners.

Pavement: that part of a street composed of vehicular travel lanes having an improved surface of asphalt, concrete, brick or other paving materials acceptable to the City engineer.

Pedestrian access: an improved surface that connects the public right-of-way with private property or a building entrance.

Permit: an official document or certificate issued by the appropriate City official authorizing the performance of a specified activity.

Permit approving authority: the City agency or official, as authorized by this Comprehensive Plan and the City's Land Development Code, responsible for providing final approval of the overall development applications including, but not limited to, the Site Plan Review Committee, the Planning Board, the City Commission, City Engineer, Planning Director and the Chief Building Official.

Person: any individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, group, or unit of federal, state, county or municipal government, or two (2) or more persons having a joint or common interest, or any other legal entity.

Personal services: beauty parlor, shop or salon, barbershop, tanning salon and similar uses.

Phase: a designated portion of a larger development, which is to be constructed as a unit and which is so designed that it can stand on its own even if the other phases of the development are never constructed.

Pier, access: a pedestrian walkway allowing access to a dock or access to water for recreational purposes.

Plans: the officially approved plans, or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done.

Plat or subdivision plat: a map or delineated representation of the subdivision of lands, being a complete, exact representation of the subdivision and other information in compliance with the

requirement of all applicable sections of chapter 4, article II of the City's Land Development Code, subdivision.

Plaza: an outdoor area to accommodate public assembly and pedestrian movement and which contains landscaping, lighting, pedestrian amenities and has at least forty percent (40%) impervious ground coverage.

Post office, U.S.: a facility operated and occupied by the United States Postal Service for the purpose of delivering, storing, and/or transferring mail, and for carrying out related governmental functions.

Potable water, domestic use: the domestic use of water that is satisfactory for drinking, culinary and domestic purposes meeting current state and federal drinking water standards.

Potentiometric surface: a surface that represents the static head in an aquifer and defined by the levels to which water will rise in a tightly cased well. The water table and the artesian pressure surface are particular potentiometric surfaces.

Practicable alternative: an economically viable alternative to the proposed project that would accomplish the basic purpose of the project and avoid or have less adverse impact on a natural or historic resource.

Preapplication meeting: informal discussions between a developer or individual and the Site Plan Review Committee, planning department, or other designated City department occurring prior to the submission of an application for action by a permit approving authority. The preapplication meeting allows City staff to acquaint the applicant with the applicable procedures and regulations, suggest modifications to a proposed design, encourage the applicant to contact appropriate authorities on the provision of public utility service, and provide the applicant with any pertinent information relating to the proposed application.

Principally responsible: property owner is responsible for all connection, installation, and utility line extension fees.

Property owner: a public or private individual, partnership, corporation, association, group, company, firm, society or other legal entity of human beings, whether natural or artificial, including the City and all other municipal, state and federal governments, to include the plural as well as the singular, holding any legal ownership interest in any real property subject to this Comprehensive Plan and the City's Land Development Code.

Public and private utilities: use of land which is customary and necessary to the maintenance and operation of essential public services, such as electricity and gas transmission systems; water distribution, collection and disposal; communication; and similar services and facilities.

Public facilities, minor: facilities such as switching huts when included as an integral part of a subdivision or planned development, television, radio, or telephone transmission rights-of-way, lines, substations, power stations and other appurtenances; and gas transmission lines or appurtenances, other appurtenances of a private or regulated utility corporation.

Public land: any property owned by a public body such as the city, the county, the state, and the St. Johns River Water Management District. The term "public land" includes utility corridors.

Public school concurrency: the necessary public-school facilities to maintain and ensure level of service standards are in place to ensure the capacity of schools is sufficient to support student growth within the five-year (5) planning period.

Public use: a use of any premises by a municipality, public body or board, commission or authority, county, state or federal government, or any agency thereof for a public service or purpose, other than parks and recreation areas and facilities.

Public utilities: facilities such as underground utilities, City operated lift stations, water towers, and other water, wastewater, reclaimed water storage facilities.

Public water supply well: a well that is constructed for the purpose of supplying water to a public water system.

Public water system: a system for the provision to the public of piped potable water for domestic use or human consumption. If such a system has at least five (5) service connections and regularly serves at least ten (10) individuals at least sixty (60) days out of the year, it is regulated under chapter 3, article V of the City's Land Development Code, utility and infrastructure design standards.

Reclaimed water: water reused for reasonable and beneficial purposes after flowing out of any domestic wastewater treatment facility that has received treatment acceptable to Department of Environmental Protection.

Recreational areas and facilities, indoor: recreational areas and facilities, in a completely enclosed structure, owned, operated and maintained by private or commercial interests for the purpose of providing athletic activities such as swimming, tennis, and other court games, field sports and similar activities including health spa and racquet club. Commercial amusements such as amusement rides, amusement parks, water slides, game rooms, billiard rooms, miniature golf, driving ranges and similar activities shall not be construed to be athletic activities and shall be prohibited unless specifically permitted in the district regulations.

Recreational areas and facilities, outdoor: outdoor recreational areas and facilities owned, operated and maintained by private or commercial interests for the purpose of providing athletic activities such as swimming, tennis, and other court games, field sports and similar activities.

Remove or removal: actual or effective removal through killing, damaging or destroying any trees not listed as exempt.

Replat: the rediviging of lots within a platted subdivision for the purpose of recording in the public records of the county.

Restaurant: a building or room, not operated as a dining room in connection with a hotel or motel, where meals or prepared foods, including beverages and confections, are served to customers.

Retail sales and services: those business activities customarily providing retail goods and household services. Such uses shall include daily needs retail sales and services, department stores, variety stores, convenience food stores (type A), drug and sundry stores, laundromats, dry cleaning (pickup only), pharmacies, grocers and markets, gift shops, wearing apparel, home and auto supply, hardware stores, furniture and stationery stores, shoe repair shops, printing shops (limited to copying and duplicating), luggage shops, bakeries and candy shops (provided that all products

made on the premises are sold on the premises), camera and photo supply shops, radio and television sales and services, floor coverings, sporting goods, florists, jewelers, music and piano sales and services, art shops, electrical and lighting fixtures; and wine, beer and liquor stores (when included as an integral part of a supermarket or located within a shopping center) and similar uses. Intensive retail activities include: supermarkets, convenience stores, hardware stores, drug stores, laundromats, department stores, personal services, shopping centers (not including out-parcels or isolated structures designed for restaurant use) and similar uses.

Retention: the collection and storage of a given volume of stormwater or surface water runoff without subsequent discharge into surface waters.

Right-of-way: land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals or governing bodies.

Road, arterial: a roadway providing service which is relatively continuous and of relatively high traffic volumes, long trip length and high operating speed.

Road, collector: a roadway providing service, which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

Road, constrained: a road that operates below the adopted level-of-service which may not be feasible to expand by adding two (2) or more lanes due to physical, environmental or policy constraints.

Road, local: a roadway providing service, which is of relatively low traffic volume, short average trip length, minimal through traffic movements and high volume land access for abutting property.

Road, service: a service road is a public or private roadway lying parallel or nearly parallel to a collector or arterial road for the purpose of providing access to two (2) or more lots or parcels. A service road is constructed consistent with road design standards and not by driveway design standards.

Sand dunes: naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Sanitary landfill: a solid waste disposal facility which meets the criteria of F.A.C. ch. 62-701, and is permitted by the state Department of Environmental Protection, excluding those exempted under section 62-701.220(2) of that rule. The term "sanitary landfill" does not include a land spreading site, a surface impoundment, or an injection well-defined under and subject to the provisions of F.A.C. ch. 62C-29.

Sanitary sewer: a sewer which carries sewage and to which stormwater, surface water and groundwater are not intentionally admitted.

School concurrency allocation: a reservation of school capacity made by the county school board after a finding of available school capacity, upon the approval of a final development order for a residential development. The reservation shall be indicated on the school concurrency schedule until such reservation expires.

School concurrency application: an application made on a county school board form requesting a finding of available school capacity and issuance of a school concurrency allocation.

School concurrency schedule: a schedule maintained by the county school board that tracks the availability of school capacity over time.

School board five-year (5) facilities work program: the school board of the county five-year (5) work plan and capital budget as authorized by F.S. § 1013.35.

School, private: any private institution providing instruction at any level from kindergarten through the college level.

School, public: a facility devoted primarily to providing a curriculum of elementary or secondary academic instruction and is so certified by the state. The term "public school" includes all or a portion of all grades from kindergarten through high school (K through twelve (12)).

Sea turtle: any marine turtle, including the species *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle), *Dermochelys corciacea* (leatherback turtle), *Ertmochelys imbricata* (hawksbill turtle), and *Lepidochelys kempi* (Kemps Ridley turtle).

Sea turtle nest: an area where sea turtle eggs have been naturally deposited or subsequently relocated.

Sea turtle nesting season: the period from May 1 through October 31 of each year.

Sediment: fine particulate material, whether inorganic (minerals) or organic, that is in suspension or has settled in a waterbody.

Sedimentation: the deposition of waterborne sediment into a body of running water, into a lake, on property other than the site of origin, or on public rights-of-way.

Sewage: a combination of the water-carried wastes from dwellings, business buildings, institutions and industrial establishments. In effect, it is the water supply of a community after it has been fouled by various uses and discharged into a sewer.

Shoreline: the mean high-water line for tidal waterbodies and ordinary high-water line for nontidal waters for inland waterbodies.

Sidewalk: an improved walkway intended primarily for pedestrians, usually running parallel to one (1) or both sides of the pavement of a street.

Silviculture: an activity that, in the long-term, maintains the City's urban forest tree cover and involves the ongoing cultivation and harvesting of pine trees from a property with an agricultural exemption which is conducted by a bona fide commercial silviculture operation in a manner primarily consistent with the City's Land Development Code and secondarily consistent with silviculture best management practices.

Single structure, mixed use development: a development consisting of residential and office or specialty retail uses located in a single structure such that the ground floor is used for office or specialty retail uses and the remaining floors may be used for residential purposes.

Site: any tract, lot or parcel of land or combination of tracts, lots or parcels of land which are in one (1) ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision or project. However, the term "site" shall not be construed to allow any retention areas, primarily serving a use or building in a commercial or industrial zoning district, to be located in a residential zoning district, regardless of land ownership.

Smart growth: a set of cohesive urban and regional planning principles that can be blended together and melded with unique local and regional conditions to achieve a better development pattern. Smart Growth is an approach to achieving communities that are socially, economically, and environmentally sustainable.

Special exception: a use permitted in a particular zoning district that generally may have an impact that transcends an area, neighborhood, or subdivision. Such use may be compatible within part of a district but not throughout the district and is permitted only after a public hearing and only upon demonstration by the applicant that the use as proposed on a specific site will comply with all the special use criteria and standards for location, design and/or operation.

Special flood hazard area (SFHA): an area in the floodplain subject to a one (1%) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1 A30, AE, A99, AH, V1—V30, VE or V.

Specifications: the directions, provisions and requirements contained herein, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work, or to the qualities of materials and labor to be furnished.

Stakeholder: anyone interested in a topic or anyone who is involved in or affected by a course of action.

Storm sewer: a sewer that carries stormwater and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Street: any access-way, such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those accessways, such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers and easements of ingress and egress.

Street centerline: the surveyed and prescribed centerline of a street established by the state Department of Transportation or City Public Works department or, if no centerline has been so established, the line midway between the existing or proposed street right-of-way lines.

Street, private: any street that is not dedicated to any public body, which provides access to more than one (1) property owned in fee simple, and whose primary function is traffic circulation rather than access to individual parking spaces.

Street right-of-way line: the edge of the dedicated street right-of-way.

Structure: that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner but shall not include fences or signs. For the purpose of floodplain management, the term "structure" also includes gas or liquid storage tanks that are principally above ground.

Subdivision: the division of a parcel of land, whether improved or unimproved, into two (2) or more contiguous lots or parcels of land, whether by reference to a plat, by metes and bounds or otherwise, unless such division is exempt pursuant to the City's Land Development Code. The

term "subdivision" includes a resubdivision and, when appropriate to the context, relates to the process of subdividing or to the land subdivided. See Lot split under Lot classification.

Surface water management systems: all artificial stormwater control systems, facilities and structures including, but not limited to, basins, canals, conduits, channels, culverts, dams, impoundments, pipes, reservoirs, swales and other such works or natural features such as wetlands, creeks, rivers and lakes that provide drainage, water storage, conveyance, treatment or other surface water management capabilities located outside publicly-owned rights-of-way or easements.

Systematic growth: a general planning term that seeks to develop in an orderly manor that maximizes infrastructure and City services.

Temporary: a time period of not more than ninety (90) days unless otherwise defined within the City's Land Development Code.

Tenant: any person who alone or jointly or severally with others occupies a building under a lease or holds a legal tenancy.

Tomoka River Aquatic Marsh Preserve: that portion of the Tomoka River designated and protected as a state aquatic preserve pursuant to F.S. Ch. 258 and F.A.C. Ch. 18-20.

Tomoka River Manatee Sanctuary: that portion of the Tomoka River designated as a manatee sanctuary.

Townhouse: an individually-owned single-family dwelling unit constructed as a group of at least three (3), but not more than eight (8), attached single-family dwelling units on individually-owned lots.

Transient lodging: short-term rental of any residential dwelling for a period of less than six (6) months. The term "transient lodging" also includes a facility providing sleeping quarters to the general public for a fee, such that the facility must be licensed by the state for a hotel, motel timeshare resort, bed and breakfast, executive suite or similar use.

Tree: any living, self-supporting wood perennial plant which, at maturity, attains a trunk diameter of at least three inches (3") or more when measured at a point four and one-half feet (4½') above ground level and which normally attains an overall height of at least fifteen feet (15'), usually with one (1) main stem or trunk and many branches.

Tree preservation area: a heavily wooded area preserved as open space for the protection and proliferation of trees.

Tree, street: street trees species in which normally mature to a height of at least twenty feet (20') and have a mature canopy spread of thirty feet (30').

Trip rate or trip generation rate: the average number of vehicle trip ends (one-way (1) trips) which can be attributed to a specific type of land use per unit of development per day as documented in the current ITE trip generation report, and as used in commonly accepted engineering practice.

Upland area, significant: area of land adjacent to a wetland or upland buffer area and comprised of mesic, xeric or other vegetative communities that provide essential functions necessary to maintain the value of the preserved wetland system.

Urban service boundary: is the area where water and sewer services are provided. The Utilities Element includes a water supply map that has been recently updated with the Water Supply Work Plan. The utility service area is adopted as part of this Comprehensive Plan and acted upon by the City Commission.

Use: the purpose for which land or a structure is: (1) Designed, arranged, constructed, altered, converted, rented or leased; (2) Intended to be occupied or utilized; or (3) For which it is occupied or maintained.

Vacant or unimproved land: land on which permanent improvements consisting of one or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has been issued authorizing a business use where discernible business activities that are customarily associated with such business are not being conducted.

Variance: an exception to the regulations of the City's Land Development Code issued by the Board of Adjustment and Appeals where such variance will not be contrary to the public interest and where a literal enforcement of the City's Land Development Code would result in unnecessary and undue hardship.

Vegetation: all plant growth, especially trees, shrubs, vines, ferns, mosses and grasses.

Vegetation, protected: native trees less than six-inch (6") DBH, except unprotected trees, and native plant species located within the following: (1) Wetlands; (2) Conservation easements or similar designated areas; (3) Coastal upland protection zone; (4) Upland buffers; (5) Riparian habitat zones; (6) Lakes or waterbodies, or landscape yards or buffers; (7) Established within a site plan, subdivision plan, plat, easement, planned development or other development permits approved by the City.

Vehicle: any self-propelled vehicle or conveyance designed and used for the purpose of transporting or moving persons, animals, freight, merchandise or any substance. The term "vehicle" includes passenger cars, trucks, buses, motorcycles, scooters and station wagons. The term "vehicle" does not include tractors, construction equipment or machinery or any device used for performing a job except as stated in subsection (2) of this definition.

Water, raw: untreated water withdrawn from the aquifer by the City's wells that is intended to be sent to the water treatment plant for the purposes of processing into potable water.

Wall, retaining: a structure, either masonry, metal or treated wood, designed to prevent the lateral displacement of soil, rock, fill or other similar material.

Water or community waters: any and all water on or beneath the surface of the ground or in the atmosphere. The term "water" or "community waters" includes the water in any watercourse, waterbody or drainage system. The term "water" or "community waters" also includes diffused surface water and water percolating, standing or flowing beneath the surface of the ground, as well as, coastal waters and those waters as may be further defined by F.S. § 403.031(13).

Water conservation plan: a combination of goals, objectives, methods, and an implementation schedule of actions specifically designed to maximize water use efficiency.

Water management plan: the detailed analysis required by chapter 3, article II of the City's Land Development Code, environmental protection.

Water table: that surface of a body of unconfined groundwater at which the pressure is equal to that of the atmosphere; defined by the level at which water within an unconfined aquifer stands in a well that penetrates the aquifer far enough to hold standing water.

Waterbody: any natural or artificial pond, lake, reservoir or other area which ordinarily or intermittently contains water and which has a discernible shoreline.

Watercourse: any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or bank.

Watercraft: any motorized or nonmotorized vessel designed, constructed, or used for recreation or transportation on the water. The term "watercraft" includes, but is not limited to, all types of a boat, sailboat, motorboat, canoe and personal watercraft. When a trailer or motor vehicle is used to store, support, or transport a watercraft, the watercraft and trailer or motor vehicle shall be considered a single unit and subject to the regulations and restrictions applicable to watercraft.

Watercraft, personal: a vessel less than sixteen feet (16') in length which uses an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Watershed: a drainage area or drainage basin contributing to the flow of water in a receiving body of water.

Well: any excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, acquisition, development or artificial recharge of groundwater. The term "well" does not include any well for the purpose of obtaining or prospecting for oil, natural gas, minerals or products of mining or quarrying, for inserting media to dispose of oil brines or to repressure oil-bearing or natural gas-bearing formations or for storing petroleum or natural gas or other products or temporary dewatering or subsurface formation for mining, quarrying or construction purposes.

Wellfield: an area of land which contains or is designated for future use for one (1) or more public water supply wells.

Wellfield protection zone, primary: the land area immediately surrounding any public water supply well and extending a radial distance of two hundred feet (200') or that area that is within the first twenty percent (20%) of the total radial distance of the cone of influence, whichever is greater.

Wellfield protection zone, secondary: the land area surrounding the primary wellfield protection zone, and extending a radial distance of eight hundred feet (800') from said primary wellfield protection zone or that area within the cone of influence exclusive of the primary zone whichever is greater.

Wetland areas of influence: all lands in or within one hundred feet (100') of a wetland located within the jurisdiction of the City.

Wetland creation: any artificial or manmade creation of a wetland which did not previously exist in a natural state and which possesses or is intended to possess functions performed by a wetland. See Wetland functions.

Wetland functions: the roles which wetlands serve, including the following: (1) Storage, conveyance, and attenuation of floodwaters and stormwaters; (2) Groundwater recharge (very limited) and discharge; (3) Protection of water quality and reduction of sediment and erosion; (4) Propagation of waterfowl, game and nongame birds, mammals and other living resources; (5) Protection of habitat for rare, threatened and endangered species and species of special concern; (6) Food chain support for a broad range of fish and wildlife; (7) Educational, historical and archaeological value protection; and (8) Scenic, aesthetic and recreational amenities.

Wetland, impacted or altered: wetlands which have incurred adverse impacts from human activities or natural events, but which continue to be characterized by wetland/transitional vegetation and soils that are at least ordinarily saturated or where such characteristics are not evident but which would be reestablished within a reasonable period of time if there occurred a change in human activities or such events.

Wetland, isolated: an area with no natural connections, permanent or seasonal, with waters as defined by F.S. § 403.031(13). It is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Wetland management plan: the detailed analysis and information regarding wetlands that is required to be submitted under chapter 3, article II of the City's Land Development Code, environmental protection standards.

Wetland mitigation: actions including, but not limited to, restoration, enhancement, and creation of wetlands, upland buffers and preservation of significant upland areas required to be taken to offset or compensate for activities and other alterations that adversely impact the functions of wetlands.

> ***Wetland mitigation, off-site:*** restoration or creation of a wetland or preservation of significant upland areas at a location neither adjacent to nor within a project site.
>
> ***Wetland mitigation, on-site:*** restoration, enhancement, or creation of a wetland or preservation of significant upland areas adjacent to or within a project site.
>
> ***Wetland mitigation, out-of-kind:*** the restoration, enhancement or creation of a wetland with vegetation or other characteristics not resembling or approximating those of a specified wetland.
>
> ***Wetland mitigation plan:*** a plan that establishes methods, implementation requirements and maintenance commitments for which wetland mitigation will be performed to compensate for wetland impact or alteration. See *Wetland mitigation.*

Wetland preservation areas: an area set aside for the preservation of wetland, typically with easements granted to the City and the St. Johns River Water Management District.

Wetland restoration: a human activity that returns a wetland or former wetland from a disturbed or altered condition with lesser acreage or functions to an enhanced condition with greater wetland acreage or functions.

Wetlands: those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. The state wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. The state's wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Wetlands, regulated area: any site which contains within its boundaries an identifiable class I wetland area or a one-quarter (¼) acre or larger area of another wetland class or is located within one hundred (100) feet of such areas.

Wildlife habitat impacts of development, secondary: indirect developmental impacts to a species or its habitat, or to a natural community, from activities including, but not limited to, motorized vehicles, noise, man-induced hydrological changes, stack emissions, and pesticide and fertilizer applications, that adversely impact the individuals of a species, its habitat, or a natural community.

Wildlife management areas: public areas that allow a variety of recreational activity, including, but not limited to, aquatic preserves, hunting, fishing, campgrounds, canoe rentals, nature study areas and nature and hiking trails.

Wind energy systems: a facility consisting of a wind turbine generator and associated control and conversion electronic equipment to convert kinetic wind energy into electricity.

Yard, required: a required open space area which shall not be occupied or obstructed by any structure or portion thereof except as necessary for maintenance of plantings or otherwise permitted by the City's Land Development Code.

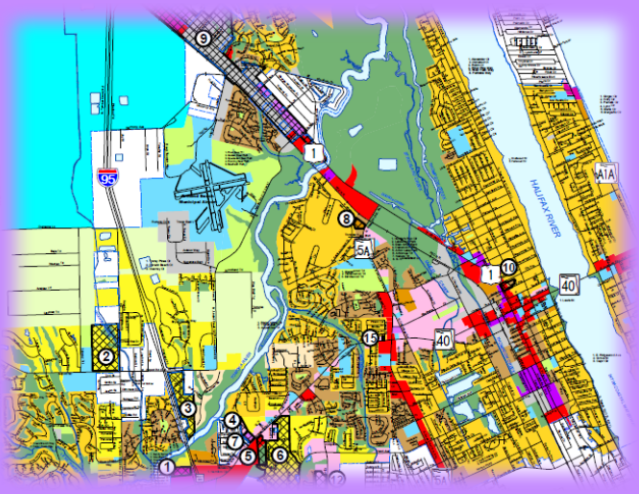
NEW PAGE ADDED

FUTURE LAND USE ELEMENT









~~FUTURE LAND USE ELEMENT~~
~~ESTABLISHMENT OF FUTURE LAND USE CATEGORIES~~

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OVERVIEW

The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Ormond Beach through ~~2025~~ 2045. It identifies locations in the City of Ormond Beach where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the comprehensive plan as a framework for future development.

The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City's policy regarding future zoning and land use patterns. The major goal of the Future land Use Element is to achieve the highest quality of life for all the residents of the City, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principals. The element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.

Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Ormond Beach Comprehensive Plan.

In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive special attention to ensure proper management of the City's natural and historic resources.

The Future Land Use Element contains all of the material required by Section 163.3177*, Florida Statues,* ~~(6)(a), (F.S.) and Section 9J-5.006, Florida Administrative Code (F.A.C.)~~ which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map presented as Figure 1.

GOAL 1. FUTURE LAND USE CATEGORIES

THE FUTURE LAND USE CATEGORIES ARE DECLARED TO BE A PART OF THE ADOPTED FUTURE LAND USE POLICIES. THE GENERAL FUTURE LAND USE CATEGORIES HAVE BEEN DEVELOPED TO HELP IN THE DETERMINATION OF WHERE DEVELOPMENT SHOULD OCCUR THROUGH ~~2025~~ 2045. THE CATEGORIES ARE DESCRIBED ~~BELOW:~~ IN THE OBJECTIVES AND POLICIES BELOW.

~~1.~~ OBJECTIVE 1.1. RESIDENTIAL

The Future Land Use Map shall include the following Residential land use categories.

POLICY 1.1.1.

~~A.~~ **Rural Estate/Agriculture (REA)**

Purpose: To protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: 1 unit per five acres

Maximum ~~FAR~~ Floor Area Ratio: 0.2

POLICY 1.1.2.

~~B.~~ **Rural Residential (RR)**

Purpose: To provide one-acre or larger "exurban" homesites for those landowners who desire a semi-rural environment in close proximity to urban facilities and services. Areas in this classification can also serve as a transition zone between Rural Estate/Agricultural uses and areas proposed for development at suburban level densities. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: 1 unit per 2.5 acres to 1 unit per acre

Maximum ~~FAR~~ Floor Area Ratio: 0.2

POLICY 1.1.3.

~~C.~~ Suburban Low Density Residential (SLDR)

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 ~~FAR~~ Floor Area Ratio: 0.2

POLICY 1.1.4.

~~D.~~ Low Density Residential (LDR)

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum ~~FAR~~ Floor Area Ratio: 0.2

POLICY 1.1.5.

~~E.~~ **Medium Density Residential (MDR)**

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum ~~FAR~~ Floor Area Ratio: 0.3

POLICY 1.1.6.

~~F.~~ **High Density Residential (~~M~~HDR)**

Purpose: To provide lands suitable for the development of multi-family residential structures. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 12-32 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.3

~~2.~~ OBJECTIVE 1.2. COMMERCIAL

The Future Land Use Map shall include the following Commercial land use categories.

POLICY 1.2.1.

~~A.~~ **General Commercial (GC)**

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 32 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.7 (2.0 within the Downtown Community Redevelopment area)

POLICY 1.2.2.

~~B.~~ **Heavy Commercial (HC)**

Purpose: A multi-use land use category 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. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 18 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.8

POLICY 1.2.3.

~~C.~~ **Tourist Commercial (TC)**

Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 32 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 1.5

POLICY 1.2.4.

~~D.~~ **Residential, Office, Retail (ROR)**

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 15 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.

POLICY 1.2.5.

~~E.~~ **Low Intensity Commercial (LIC)**

Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 10 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.6

~~3.~~ OBJECTIVE 1.3. PUBLIC INSTITUTIONAL

The Future Land Use Map shall include the following Public Institutional land use category.

POLICY 1.3.1.

~~A.~~ **Public Institutional (PI)**

Purpose: This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airport, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses.

The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required.

Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted.

Density: ~~Maximum:~~ Not permitted.

Maximum ~~FAR~~ Floor Area Ratio: 0.8 ~~(2.0 within the Downtown Community Redevelopment area)~~

~~4.~~ OBJECTIVE 1.4. INDUSTRIAL

The Future Land Use Map shall include the following Industrial land use category.

POLICY 1.4.1.

~~A.~~ Light Industrial/Utilities (LI/U)

Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.

Density: Not permitted.

Maximum ~~FAR~~ Floor Area Ratio: 0.8

~~B. **Heavy Industrial**~~

~~Purpose: To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.~~

~~Density: Not permitted.~~

~~*Maximum FAR*: 0.75~~

~~5.~~ OBJECTIVE 1.5. RECREATION/OPEN SPACE

The Future Land Use Map shall include the following Recreation/Open Space land use category.

POLICY 1.5.1.

~~A.~~ **Recreation/Open Space (R/OS)**

Purpose: To provide land for public, semipublic, or privately-owned areas intended for active recreational uses. Permitted uses within this category include ball fields, golf courses, archery ranges, sports complexes, outdoor recreation areas, contoured golf courses, public parks, picnic areas and gymnasiums. Recreation uses are provided for in all zoning districts as principal uses or special exceptions depending on the specific districts and whether they are public or private and indoor or outdoor.

Density: Not permitted.

Maximum ~~FAR~~ Floor Area Ratio: 0.5

~~6.~~ OBJECTIVE 1.6. OPEN SPACE/CONSERVATION

The Future Land Use Map shall include the following Open Space/Conservation land use category.

POLICY 1.6.1.

~~A.~~ **Open Space/Conservation (OS/C)~~.~~**

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 waterbody, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum ~~FAR~~ Floor Area Ratio: 0.5

~~B. **Activity Center**~~

~~Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. Density and intensity standards are listed under Policy 1.7.7 of the Future Land Use Element.~~

OBJECTIVE 1.7. ACTIVITY CENTER

The Future Land Use Map shall include the following Activity Center land use category.

POLICY 1.7.1.

Activity Center (AC)

Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

Density: Maximum 2,950 residential units.

Non-Residential Building Area permitted:

Land Use	Total Non-Residential Building Area [1]
Commerce Park:	
Office	900,000 sq. ft.
Business Park/Flex Space	350,000 sq. ft.
Light Industrial	800,000 sq. ft.
Mini-warehouse	240,000 sq. ft.
Warehouse	560,000 sq. ft.
Commercial	200,000 sq. ft.
Institutional	165,000 sq. ft.
Elementary School	720 students

The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease per Policy 2.7.7. of the Future Land Use Element.

GOAL ~~1.~~ 2. 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 FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE ~~1.1.~~ 2.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY ~~1.1.1.~~ 2.1.1.

The basic unit of measurement for residential density is dwelling unit per gross residential acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that portion of the property, which is considered to be submerged lands. Assisted living facilities and transient lodging shall be measured based on the floor area ratio with the maximum number of units established in the Land Development Code.

POLICY ~~1.1.2.~~ 2.1.2.

Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.

POLICY ~~1.1.3.~~ 2.1.3.

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 ~~1.1.4.~~ 2.1.4.

Preserve the single-family estate character of oceanfront properties north of Granada Boulevard. Preserve the existing beachside, single-family residential areas, south of Granada Boulevard and east of South Atlantic Avenue, by maintaining their land use designation of "Low Density Residential."

POLICY ~~1.1.5.~~ 2.1.5.

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.~~ 2.1.6.

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.

POLICY ~~1.1.7.~~ 2.1.7.

Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.

POLICY ~~1.1.8.~~ 2.1.8.

Maintain the holding capacity requirement of the ~~SLDR~~ Suburban Low Density Residential land use designation in the Land Development Code.

POLICY ~~1.1.9.~~ 2.1.9.

Medium and high-density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.

POLICY ~~1.1.10.~~ 2.1.10.

Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these "opportunity" areas as Medium Density Residential on the Future Land Use Map.

POLICY ~~1.1.11.~~ 2.1.11.

Encourage medium density multi-family residential development within the Downtown ~~CRA~~ Community Redevelopment Area and in areas where excessive commercial uses currently occur. Generally, maintain the current density ranges in the core City while providing for lower density development in the perimeter areas of the City.

POLICY ~~1.1.12.~~ 2.1.12.

The City shall continue to implement its Community Development Block Grant Program to improve the general quality of existing viable, but deteriorating neighborhoods, and remove blighting influences, in accordance with the programs described in the Housing Element. Building and housing codes shall be strictly enforced to help prevent or eliminate urban blight.

POLICY ~~1.1.13.~~ 2.1.13.

Encourage the redevelopment of blighted residential areas and promote the rehabilitation of deteriorated residential areas to increase the supply of affordable housing.

POLICY ~~1.1.14.~~ 2.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

~~POLICY 1.1.15.~~

~~Densities in the Medium Density Residential (MDR) land use category shall be limited as provided in Section B of the Future Land Use Element. Notwithstanding, on or after April 1, 1993, whenever an individual site is designated MDR and zoned Manufactured Home Community District (T-1), the density of development of such site shall be limited to a maximum of 5 du/ac.~~

~~In the event that such site is subsequently rezoned or is otherwise developed under zoning provisions other than those for Manufactured Home Community District, the maximum density shall nevertheless remain 5 du/ac unless changed pursuant to a duly adopted amendment to the Comprehensive Plan.~~

POLICY ~~1.1.16.~~ 2.1.15.

Properties with the ~~REA~~ Rural Estate/Agriculture land use designation shall maintain their existing land use density. These properties shall not have their land use modified to permit more intensive residential uses.

OBJECTIVE ~~1.2.~~ 2.2. COMMERCIAL LAND USE

Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

POLICY ~~1.2.1.~~ 2.2.1.

New development and redevelopment shall not exceed the ~~FAR established in Section B~~ Floor Area Ratio established in Goal 1 of the Future Land Use Element. Parking garages shall not be calculated as floor area ratio.

POLICY ~~1.2.2.~~ 2.2.2.

Auto based strip commercial development along existing and future roads shall be discouraged while compact centers located near major intersections with adequate off-street parking shall be encouraged. Uses generating high traffic volumes should be restricted to corner locations.

POLICY ~~1.2.3.~~ 2.2.3.

Shopping centers shall be located in areas along arterials with secondary access to another collector or arterial street providing convenient access to surrounding residential areas as well as opportunity to facilitate return trips. Such uses shall provide adequate off-street parking and loading spaces; adequate on-site traffic circulation; and be encouraged to incorporate landscaping and other aesthetic amenities in their design.

POLICY ~~1.2.4.~~ 2.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

POLICY ~~1.2.5.~~ 2.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY ~~1.2.6.~~ 2.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY ~~1.2.7.~~ 2.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies ~~1.1.4.~~ 2.1.4. and ~~1.2.4.~~ 2.2.4. Design guidelines ~~should be~~ established in the Land Development Code should be maintained for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

POLICY ~~1.2.8.~~ 2.2.8.

Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.

POLICY ~~1.2.9.~~ 2.2.9.

Commercial uses that require open storage should be developed with such areas in the rear while preserving the road frontage for offices, showrooms and landscaping. Adequate landscape buffers shall be provided and maintained by the property owner.

POLICY ~~1.2.10.~~ 2.2.10.

Commercial truck traffic not destined for residential areas should not travel through residential areas.

POLICY ~~1.2.11.~~ 2.2.11.

The present use of those sites that have billboards shall not be allowed to expand as long as the billboards, which are non-conforming structures, remain. Billboards shall not be permitted to be reconstructed if destroyed as defined by state and local law. Reasonable repair and maintenance, not an expansion, is allowed and replacement material must be like kind as existing material.

POLICY ~~1.2.12.~~ 2.2.12.

The City shall maintain an overlay district for US 1 that encourages redevelopment with a mixture of open space, commercial and industrial uses to the north and commercial to the south, to create an attractive entranceway to the City, as implemented by the Land Development Code.

POLICY ~~1.2.13.~~ 2.2.13.

Those properties for which a ~~BPUD~~ Business Planned Unit Development has been approved in the County can develop under those land uses, provided that the Development Agreement with the County is still valid and in effect. Applicants shall be encouraged to meet City land development standards.

POLICY ~~2.1.14.~~ 2.2.14.

The City shall maintain citywide architectural standards for the new development and substantial redevelopment of existing buildings.

OBJECTIVE ~~1.3.~~ 2.3. PUBLIC AND INSTITUTIONAL LAND USES

Ensure that public and institutional facilities are developed in support of residential developments and are based on projected needs.

POLICY ~~1.3.1.~~ 2.3.1.

Avoid deterioration of existing City facilities, and encourage renovation or expansion where needed.

POLICY ~~1.3.2.~~ 2.3.2.

Coordinate with the School Board to provide for the location and development of schools where needed. Provide for shared use of facilities wherever feasible.

POLICY ~~1.3.3.~~ 2.3.3.

The location of public and institutional facilities shall maximize their efficient use, minimize their cost and impact on the natural environment, and provide for an adequate level-of-service.

POLICY ~~1.3.4.~~ 2.3.4.

Care facilities such as day-care centers, nursing homes and ~~ALF's~~ assisted living facilities, should be located in areas where their impact will be reduced such as on the perimeter of residential neighborhoods, or within residential neighborhoods on sites that can be developed with adequate buffers to prevent noise, visual, or traffic impacts on residential properties. When located in residential areas, they shall be designed in a way that will not interfere with the character of the neighborhood.

POLICY ~~1.3.5.~~ 2.3.5.

Public and private schools may be located in all zoning districts permitted under the residential and commercial land use classifications, except for the B-2 (Neighborhood Commercial) and the B-6 (Oceanfront Tourist Commercial) zoning district in the Tourist Commercial classification.

OBJECTIVE ~~1.4.~~ 2.4. UTILITY/INDUSTRIAL LAND USES~~S~~

Provide sufficient land area for the location of utility/industrial land uses, and encourage light industrial development in order to provide increased employment opportunities and to broaden the City's economic base.

POLICY ~~1.4.1.~~ 2.4.1.

Light industry shall be encouraged to locate in the community in those areas where transportation, power, and water and sewer facilities are available or can be provided, and where impact on surrounding residential areas and the environment can be kept to a minimum.

~~POLICY 1.4.2.~~

~~Heavy industrial uses shall be located to minimize impacts to adjoining properties, especially residential uses. It is anticipated that some heavy industrial uses will be annexed into the City as they require connection to City utilities. In general, the heavy industrial land use category should be used sparingly and where no adverse impacts can be demonstrated.~~

POLICY ~~1.4.3.~~ 2.4.2.

Continue to develop the Airport Business Park and encourage employee-intensive, light industry to locate there.

POLICY ~~1.4.4.~~ 2.4.3.

Excessive air, noise, water, and visual pollution from industrial activities shall be prohibited and incorporation of landscaping and other aesthetic amenities in industrial project design shall be encouraged.

POLICY ~~1.4.5.~~ 2.4.4.

Industrial uses shall provide required buffers and landscaping to minimize the negative impact on surrounding less-intensive uses.

POLICY ~~1.4.6.~~ 2.4.5.

Development of industrial sites shall be coordinated with the Goals, Objectives, and Policies of the Conservation Element.

POLICY ~~1.4.7.~~ 2.4.6.

Industrial sites with rail access shall be preserved to the maximum extent possible.

POLICY ~~1.4.8.~~ 2.4.7.

Blight in industrial areas should be avoided. Code enforcement activities shall continue to target such areas.

POLICY ~~1.4.9.~~ 2.4.8.

Industrial uses that require open storage of materials should not occupy sites along major roads. Where such uses occur, the road frontage shall be dedicated to showroom, office and landscaping uses, with the open storage proportion located in the rear. Adequate landscape buffers shall be provided and maintained by the property owner.

POLICY ~~1.4.10.~~ 2.4.9.

Industrial truck traffic not destined for residential areas should not travel through residential neighborhoods.

POLICY ~~1.4.11.~~ 2.4.10.

Adequate sites shall be provided for utility facilities and services (solid waste, drainage, potable water, sanitary sewer, electric, and telephone). Such facilities and services shall be improved and expanded to maintain adopted level of service standards consistent with the Capital Improvements Element.

POLICY ~~1.4.12.~~ 2.4.11.

Industrial and commercial operations shall minimize or, where possible eliminate, the following impacts on the environment:

a. Odor, fumes, vapors, and gases;
b. Erosion and stormwater runoff;
c. Noise;
d. Fire and explosion hazards;
e. Radioactive elements;
f. Electromagnetic interference;
g. Smoke, dust and dirt;
h. Vibrations;
i. Glare;
j. Hazardous Waste;
k. Toxic Waste; and
l. Petroleum contaminants.

OBJECTIVE ~~1.5.~~ 2.5. RECREATION/OPEN SPACE LAND USE

The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in the Capital Improvements Element.

POLICY ~~1.5.1.~~ 2.5.1.

The recreation impact fee ~~rebate program~~ should be continued to offset the recreation and open space impacts of new development.

POLICY ~~1.5.2.~~ 2.5.2.

The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.

OBJECTIVE ~~1.6.~~ 2.6. OPEN SPACE/CONSERVATION LAND USE

The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.

POLICY ~~1.6.1.~~ 2.6.1.

The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.

POLICY ~~1.6.2.~~ 2.6.2.

The City shall maintain a zoning district ~~category~~ to assure protection of open space/conservation uses entitled: "Special Environmental ~~District~~" (SE). The following criteria shall apply to the implementation of this Policy:

- The ~~SE~~ Special Environmental zoning district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts.
- The ~~SE~~ Special Environmental zoning district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY ~~1.6.3.~~ 2.6.3.

~~Project~~ Protect existing agricultural lands by allowing existing agricultural operations to continue~~; rezoning of these lands should not occur unless requested by property owners~~.

POLICY ~~1.6.4.~~ 2.6.4.

Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas~~,~~ and provide suitable natural open space areas in the urban environment.

POLICY ~~1.6.5.~~ 2.6.5.

The City shall continually consider the acquisition of sensitive lands in the North US1 corridor and in the flood prone areas south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy ~~4~~5.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.

OBJECTIVE ~~1.7.~~ 2.7. ACTIVITY CENTERS LAND USE

The City of Ormond Beach establishes the "Activity Center" land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

POLICY ~~1.7.1.~~ 2.7.1.

The application of the Activity Center land use designation shall be limited to properties with minimum areas of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as "Activity Center" on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the ~~DRI~~ Development of Regional Impact process if the project is located in a Dense Urban Land Areas (DULA's). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as "Activity Center" shall be required to have a zoning classification of "Planned Development." The City shall not use the "Activity Center" land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.

2. Fails to maximize use of existing and future public facilities and services.

3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer

recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils.
5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
6. Fails to provide a clear separation between rural and urban uses.
7. Results in the loss of significant open space.

POLICY ~~1.7.2.~~ 2.7.2.

Development proposals for property designated as "Activity Center" shall provide for a diversity of land uses, including, but not limited to industrial, manufacturing, commercial, office, and residential. Emphasis shall be placed on developments that integrate linkages between related land uses; for example, a development that minimizes home to work trips through shorter distance and/or public transportation.

POLICY ~~1.7.3.~~ 2.7.3.

The following guidelines and standards shall be established through the ~~DRI and~~ rezoning to Planned Development procedures and shall, at a minimum, address the following:

1. Integration of land uses and enhancement of economic and environmental opportunities;
2. Urban design and architectural control;
3. Coordinated, transportation systems and access management standards;
4. Innovative land use standards designed to protect and enhance environmental resources;
5. Coordinated and orderly provision of public utilities; ~~and~~
6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the ~~DRI and/or~~ rezoning to "Planned Development" by the appropriate staff member of the Volusia County School Board.

7. The following are specific design guidelines that are established to ensure that projects developed within the "Activity Center" land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:

   A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;

   B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;

   C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;

   D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;

   E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; ~~and~~

   F. Use common frontage/service roads where appropriate; and

   G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.

8. The "Activity Center" land use must provide for a balance of uses within a framework of transportation, social and economic connectivity. The following guidelines will be applied to all projects developed through ~~either a DRI or~~ a Planned Development within the "Activity Center" land use category:

   A. There shall be an industrial component located near major transportation facilities to provide for employment opportunities and expansion of the City's economic base. The development within these areas shall focus on manufacturing, distribution, and warehousing. Other ancillary uses may be allowed provided it is compatible with the industrial uses.

   B. There shall be commercial retail located at critical points to serve local and regional needs. Local retail uses shall be integrated within both residential and non-residential areas, for example within industrial and office complexes the integration of convenience shopping and restaurant uses will be encouraged. The development of town centers shall be identified so that vertical integration of office, retail and residential uses shall be massed in a compact urban form. Lastly, the location of regional retail centers should be located and developed in a manner that does not prohibit the development of industrial and office uses, nor shall it be inconsistent with efforts to develop compact town centers.

POLICY ~~1.7.4~~ 2.7.4.

There are limited opportunities to use this designation, given the existing land use pattern within the City and properties in adjacent unincorporated Volusia County. There is a property that is identified as "Ormond Crossings". This property is located west of US1 and straddles both sides of 1-95. There are approximately 3,095 acres of land ~~included in this amendment~~ that ~~will be~~ was under the sole ownership of one corporation~~, Tomoka Holdings, L.L.C~~. The following provides generalized standards for any property that the City determines to be appropriate for this land use classification. There are also specific standards established solely for the "Ormond Crossings" development. The following are general standards that apply to all properties designated as “Activity Center” on the City’s Future Land Use Map:

1. Land uses within Activity Centers shall include residential, office, business park/flex space, light industrial, mini-warehouse, warehouse, commercial, institutional, schools and recreation. The density and intensity of each land use and the percentage distribution among the mix of uses shall be provided in each land use plan amendment designating an Activity Center.
2. Contain a minimum of 2,000-acres under single ownership.
3. Located adjacent to major transportation systems such as interstate and intrastate highways, transit/bus route, rail lines and/or the municipal airport to ensure access to various modes of travel.
4. Incorporate a balanced integration of varied land uses that are interrelated and dependent on each other. For example, multi-family elements in close proximity to retail and work-related uses.
5. Provide for a land use pattern that emphasizes employment-based uses (light industrial, manufacturing, distribution, and corporate headquarters), daily and regional retail and various residential uses.
6. The land use pattern within Activity Centers shall be designed to ensure sufficient connectivity between these uses through various travel opportunities. The intent is to internalize the trips and minimize the length of the home to work; home to school, and home to shopping trips.
7. Integrate urban design and architectural standards that provide for enhanced value and improved use of space. Typical standards would include, but not be limited to, the regulation and design of signage, tree preservation and landscape buffering, building placement and architectural style, parking arrangement and orientation, and pedestrian/transit opportunities.
8. Establishing specific master plans for the protection and enhancement of natural resources, including but not limited to, wetlands, protected species and protection of the floodplain.

9. Site development/civil engineering plans that emphasize connection to public supplies of water, sanitary sewer and effluent that provide incentives to projects to develop in areas appropriate for development.
10. Traffic circulation and access management that integrate the project into the local, county, regional, and State road system in a manner that maintains the applicable level of service. The focus is to ensure that the appropriate facility is being used to move the maximum volume of traffic in the most efficient way.
11. Establishing a master plan for recreational, public safety and educational facilities to serve the development. Emphasis shall be placed on integration of educational and recreational facilities to better serve the population. Public safety facilities shall be designed to serve the entire project and shall be constructed at time where there are adequate response times from the various public safety providers.

POLICY ~~1.7.5.~~ 2.7.5.

The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A ~~Development of Regional Impact or~~ rezoning to Planned Development shall be required of all properties designated as "Activity Center" on the Future Land Use Map. The Florida Community Renewal Act of 2009, identified that property owners can decide to not participate in the DRI process if the project is located in a Dense Urban Land Areas (DULA's). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as "Activity Center" shall be required to have a zoning classification of "Planned Development." The City shall not use the "Activity Center" land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils.
5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including

roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

6. Fails to provide a clear separation between rural and urban uses.
7. Results in the loss of significant open space.

~~POLICY 1.7.6.~~

~~The following guidelines and standards shall be established through the rezoning to Planned Development procedures and shall, at a minimum, address the following:~~

~~1. Integration of land uses and enhancement of economic and environmental opportunities;~~

~~2. Urban design and architectural control;~~

~~3. Coordinated, transportation systems and access management standards;~~

~~4. Innovative land use standards designed to protect and enhance environmental resources;~~

~~5. Coordinated and orderly provision of public utilities; and~~

~~6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the rezoning to "Planned Development" by the appropriate staff member of the Volusia County School Board.~~

~~7. The following are specific design guidelines that are established to ensure that projects developed within the "Activity Center" land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:~~

~~A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;~~

~~B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;~~

~~C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;~~

~~D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;~~

~~E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and~~

~~F. Use common frontage/service roads where appropriate; and~~

~~G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.~~

POLICY ~~1.7.7.~~ 2.7.6.

The Ormond Crossings Activity Center is a project that consists of 2,940 acres of land situated southwest of the ~~FEC~~ Florida East Coast Railroad, north of the City of Ormond Beach Municipal Airport, east of the Flagler County line. There are 155-acres of land located between the ~~FEC~~ Florida East Coast Railroad and US1 that was part of the original annexation. This area is disconnected from the Activity Center project by the ~~FEC~~ Florida East Coast Railroad and is best developed under the commercial and industrial land uses that were originally assigned by the City or Volusia County.

The owner of the property~~, Tomoka Holdings, L.L.C.~~, working in conjunction with the City, plans to develop the property for a mixed-use development. The City of Ormond Beach vision, as defined by the City Commission in July 2004, establishes specific design, use and development goals for the entire property. The property owner has cooperated with the City of Ormond Beach and prepared a Preliminary Assessment Report that provides better details and direction to the vision established by the City Commission. Both of these documents have been referenced and ~~shall be used for conceptual guidance of the review of the~~ were used in the rezoning to "Planned Development." There are specific conditions that establish minimum standards for the development within the "Activity Center" and the City cannot approve any development orders that deviate from those standards. The standards applicable to the Ormond Crossings project include the following:

1. The project shall consist of a mixture of uses, with the following establishing the minimum building area allocated by use. In order to ensure that the project provides the necessary economic diversity there shall be a minimum of 1,000-acres of land (inclusive of rights-of-way, wetlands and stormwater facilities) to be developed for a "Commerce Park" that will have a mixture of industrial, warehousing, distribution, office and limited retail. This will be coordinated with retail and residential uses in order to minimize net external trips outside the boundary of the Activity Center land use area. The following table establishes the maximum intensities of the uses allowed within the Ormond Crossings project. The table reflects the development intensities required by the City of Ormond Beach and Volusia County in order to ensure a viable economic impact to the area.

Ormond Crossing Activity Center Land Use

Land Use	Total Non-Residential Building Area (1)	Dwelling Units
Commerce Park:		
Office	900,000 sq. ft.	
Business Park/Flex Space	350,000 sq. ft.	
Light Industrial	800,000 sq. ft.	
Mini-warehouse	240,000 sq. ft.	
Warehouse	560,000 sq. ft.	

Commercial	200,000 sq. ft.	
Institutional	165,000 sq. ft.	
Elementary School	720 students	
Residential:		2,950

2. The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided:

   A. Aggregate potable water, wastewater and reclaimed water demands of Ormond Crossings shall not exceed the totals proposed for the uses identified in the table above. Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available.

   B. The intensity within the Business Park shall not exceed 1.0 ~~FAR~~ Floor Area Ratio on any individual building site or an average .35 ~~FAR~~ Floor Area Ratio throughout the entire Business Park.

   C. The building height shall not exceed 75'.

   D. Increasing the number of residential units and retail commercial uses is strictly prohibited.

   E. The change will not increase total offsite traffic impacts from the project (4,551 Net External Peak Hour Trips).

3. The development of this mixed-use project shall incorporate focal points of retail, office, residential and open space to create “Town Centers” that will provide a variety of services to corporate, industrial and residential developments located throughout the project. The final development shall incorporate residential uses in urban, suburban and rural settings. Densities shall be established in the Planned Development Orders, but the total number of units allocated to the portion of Ormond Crossings project in Ormond Beach shall not exceed 2,950 units. There shall be a fixed number of units allowed in the Ormond Beach portion of the project. The final residential densities shall be coordinated with the adjacent uses to ensure compatibility. It is important that the Planned Development use development standards that encourage the use of buffers and clustering of units to ensure that the rural and natural resources of the area are protected. To encourage compact urban development higher density residential uses should be integrated into the office and commercial development occurring within the project.

Due to the amount of environmentally sensitive lands located at the southwest portion of the Ormond Crossings Activity Center, west of I-95, near Durance Acres, the use of clustering to establish large tracts of open land for preservation and conservation shall be encouraged.

A. Provision of utilities and other urban infrastructure shall be the responsibility of the Developer and shall be coordinated with the adjacent counties and municipalities to ensure efficiency. The City shall work with the Developer to establish a Community Redevelopment Agency that will facilitate the design and construction of a "spine road" that serves as a principal arterial roadway. This roadway shall provide for elevated crossings of the Florida East Coast Railroad and I-95 so as to connect the east and west sides of the project. The road shall span from US1 on the east side of I-95 to over I-95 and terminate at Tymber Creek Road on the west side of I-95.

B. The I-95 and US1 corridors provide for valuable inter and intrastate transportation. The visual impact of this project on these two roadways has been identified as a primary concern by the City Commission. The Planned Development zoning development orders shall include specific design standards for the appearance of the project adjacent to these roadways. The plans shall also include an access management plan that protects the efficiency of the roadway by limiting driveway access, limited number of full turning movement intersections and a hierarchy of principal arterial, collector and local roads that feed into US1.

C. The project shall provide for a master plan regarding wetland impacts and mitigation. The plan shall also address floodplain issues, such that there is a comprehensive approach to the wetland and flood-prone areas to be impacted by development. The primary purpose is to identify marginal wetland areas that may be developed as well as larger pristine areas that should be protected. The second purpose is to establish a mitigation plan that allows for the transfer of impacts and mitigation that preserves and protects large ecosystems within the project boundary.

D. The interim use of the property for silviculture, pasture lands and similar low-intensity agricultural uses shall be allowed. A site will no longer be deemed to be in a bona fide agricultural use after there is an active development proceeding on the site. Active development shall mean a site plan or subdivision application for non-agricultural uses has been reviewed and approved by the City. Intensive agricultural uses such as mining, animal/crop processing or animal holding pens for food production shall not be allowed within the project. Provisions implementing this policy shall be incorporated into the Planned Development zoning.

E. The primary goal of the Ormond Crossings development is to provide an opportunity for the development of industrial uses on the east side of I-95 that is integrated with other commercial, office and residential uses. The final outcome is an integrated mixed-use development that provides opportunities for work, home,

social/cultural and preservation of natural resources. The following are guidelines to be used in the drafting of the Planned Development rezoning.

1. Accessibility: In regard to the Ormond Crossings project, accessibility is a primary resource to draw ~~both~~ employment-based users. It is understood that market conditions indicated that the development of the property for residential uses can be accomplished quickly. The primary rationale for attempting to diversify the land uses for non-residential uses is to capitalize on the accessibility to truck and rail freight. This provides the area with a strong attraction. In order to assure that the diversity of land uses within this project is realized, the following conditions should be in place:

    a. Thoroughfares identified to service industrial uses shall be identified through the zoning to Planned Development. These roads shall be designed to accommodate the loading and travel demands of the pending industrial users. Integration with a grid or modified grid system shall be incorporated into the final design to ensure simplicity in movement of truck and passenger vehicles. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.

    b. Integration with non-industrial uses within Ormond Crossings shall be accomplished through a series of collector roads that connect to the proposed arterial roadway that connects US1.

    c. Residential development shall be laid out such that each neighborhood shall provide pedestrian connectivity throughout the neighborhood to sidewalks, off-street paths and roadways. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.

    d. Commercial and office uses shall provide for vehicular, pedestrian and multi-modal accessibility throughout the development.

2. Land Use Compatibility: The balancing of industrial retail, residential land use with the natural resources within the Ormond Crossings area is the principal concern of the City. The project provides opportunities to attract significant employment-based land uses, as well as opportunities to preserve, protect and enhance significant natural resources. The following guidelines shall be used as additional requirements to Federal, State and Regional regulations:

    a. Industrial land uses shall be located to minimize potential negative impacts to wetlands and upland systems. The primary location of intensive industrial uses shall be concentrated on the east side of I-95. There are wetlands of varying quality located on this side of I-95. The large cypress dome located near Harmony Road and Pineland Trail should be preserved and integrated into the stormwater management systems. This area also serves as a potential buffer to the residential uses located south of Ormond Crossings. The other significant wetland resources consist of wet prairies and isolated

cypress domes. All of this area has been impacted by wildfires and silviculture. The development of industrial uses adjacent to the ~~FEC~~ Florida East Coast railroad shall be done in a fashion that limits negative impacts to those wetland resources that are to be preserved. Preservation shall be through either public ownership or through private ownership with conservation easements granted to the City and other reviewing agencies.

b. Traditional retail and industrial uses along the US1 corridor, outside the Activity Center area shall be allowed, however there shall be sufficient standards to ensure:

   1) Architectural and landscaping standards that provide for a coordinated and unified development theme to ensure stability and vitality along the corridor;

   2) Integration of public spaces connected to the retail areas such as linear parks, sidewalks and trails to ensure that pedestrian and bicycle traffic can easily access the retail centers; and

   3) Development of access easements and/or frontage road systems to ensure connectivity between sites and encouraging traffic to remain off of US1.

c. Office, Multi-family residential and retail uses shall be encouraged to be developed in a "Town Center." The exact location and size shall be determined by the final conceptual plan for the master plan for the Planned Development zoning, but the following guidelines shall be used to finalize the land use plan:

   1) Town centers shall have automobile and pedestrian access from local streets to encourage connection to the adjacent neighborhoods;

   2) The development standards for town center shall encourage and include for vertical mixes of uses within the same structure such that residential, office, commercial and parking needs are serviced within one building;

   3) The town center mix of uses shall include uses that provide for employment-based uses (office, service centers and administrative facilities) combined with service and daily retail needs to service both the residents within the town center and the adjacent residential neighborhoods; ~~and~~

   4) The use of civic plazas, parks and defined open space shall be used with streetscape treatments and urban design standards to ensure that the built environment addresses the functional and aesthetic~~s~~ needs of the residents and businesses within the town center; ~~and~~

   5) Corporate offices and research and development uses may be located on both sides of I-95 within the Commerce Park. Additionally, these types of uses are appropriate at the interchange of US 1 and I-95 and along

the US 1 and I-95 corridors where the buildings, landscaping and design of the site serve as landmarks identifying the Ormond Crossings project to the public;

6) Wetland communities have been identified and cataloged as part of the Comprehensive Plan amendment process. This has identified the need to preserve and protect significant resources that are located along the City municipal boundary with Flagler County. The primary areas targeted for preservation are the uplands and wetlands located in Flagler County that cross into Ormond Beach at the southwest quadrant of the Ormond Crossings project. There are pockets of isolated wetlands throughout the site. The goal is to use an ecosystems management philosophy of protecting both wetlands and uplands in both Ormond Beach and Flagler County. The final outcome will be large tracts of land preserved through either public ownership or conservation easement;

7) Public structures/parks shall be integrated on both sides of I-95. The need for approximately 45-acres of additional park land will be needed on the west side of I-95. There is approximately 20-acres needed on the east side of I-95. The City working with the property owner will either purchase or extend impact fees in lieu of credit for some portions of these lands. Additionally, the Volusia County School Board will be required to review and approve the Planned Development to ensure that there are adequate facilities being provided to address the intensification of the residential uses. There are opportunities within the town centers of the project to incorporate recreational, social and educational facilities;

8) The Developer shall deed an elementary school site to the Volusia County School Board, using a deed form acceptable to the City and the School Board, the Developer shall deed this land to the School Board prior to the City issuing building permits for residential development within the Ormond Crossing project. The school site shall contain a minimum of 20 contiguous, reasonably compact useable, upland acres and shall be located proximate to the residential land uses within the Ormond Crossings project. The Developer working with the School Board and the City shall provide for interconnected bicycle and pedestrian trails systems that provide direct access from the residential areas of the project;

9) Archeological Resources shall be protected by requiring that all development be consistent with currently adopted standards within the City of Ormond Beach Land Development Code. At a minimum, construction personnel at the Ormond Crossings project shall be notified through posted advisories or other methods of the potential for artifact discoveries and to report suspected findings to the Developer. In the event of discovery of artifacts of historic, archeological or

paleontological significance during development of Ormond Crossings, the Developer shall stop construction at the site of discovery and notify the City and the Division of Historical Resources (DHR) of the Florida Department of State. From the date of notification, development shall be suspended within a radius of 100 feet around the site of discovery for a period of 120-days to allow for evaluation of the site. The Developer shall provide proper protection of the discovery to the satisfaction of the Division of Historical Resources ~~DHR~~, Volusia County and the City;

10) The Developer shall provide for affordable housing to persons who are considered to be within the low- and moderate-income levels. Low and moderate income are defined as 60% of ~~AMI~~ Area Median Income to 80% of ~~AMI~~. Area Median Income. ~~AMI is Area-wide Median Income.~~ Those units set aside to meet the minimum number units as established in the Planned Development zoning shall be subject to covenants and restrictions to assure the continued affordability of the units;

11) Energy conservation shall require that all residential construction within the Ormond Crossings Activity Center shall utilize energy saving techniques consistent with the EnergyStar standard for new homes. Non-public and public common facilities, such as community clubhouse buildings, shall follow the elements of sustainable development standard established by appropriate organizations, such as Leadership in Energy and Environmental Design (LEED) or Florida Green Building Coalition (FGBC). Commercial and Industrial buildings are encouraged to follow these standards to the maximum extent feasible. Additionally, the development shall utilize "dark skies" measures to reduce light pollution, subject to the City's review and approval as based on the latest standards for safety and security; and

12) The Developer shall deed to the City a fire station site, acceptable to the City, containing up to 3 upland acres, which shall be located within a service delivery area acceptable to the City for purposes of providing fire and emergency management services to the Project. The fire station site shall be deeded to the City free of charge, on a form acceptable to the City, and shall be free and clear of liens or encumbrances. The Developer shall convey title to the fire station site to the City within 90 days following a request from the City. The Developer is responsible for the full cost of construction of the structure and purchase of a pumper and ladder truck, as specified by the City of Ormond Beach Fire Department.

GOAL ~~2.~~ 3. LAND USE COMPATIBILITY

THE LAND USE ELEMENT SHALL~~,~~ ENSURE THAT LAND USES ARE AVAILABLE IN A COMPATIBLE ARRANGEMENT MAXIMIZING EFFICIENCT USE OF PUBLIC INFRASTRUCTURE WHILE MINIMIZING NEGATIVE IMPACTS UPON EACH OTHER. THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATONS AND, WHERE NECESSARY, THE GENERATION, ADOPTION AND IMPLEMENTATION OF EFFECTIVE, COMPREHENSIVE, AND EQUITABLE DEVELOPMENT STANDARDS IN ORDER TO FURTHER THE QUALITY OF NEW DEVELOPMENT.

OBJECTIVE ~~2.1.~~ 3.1. DEVELOPMENT REGULATIONS

The City's Land Development Code shall include innovative techniques to guide development of land in such a manner as not to reduce reliance upon land use type separation as the sole way of assuring compatibility of various uses. This would include increased landscaping, buffering, fencing (and walls), lighting, signage, and architectural controls.

POLICY ~~2.1.1.~~ 3.1.1.

The City shall adopt and maintain land development regulations that contain specific provisions required to implement the Comprehensive Plan and which at a minimum:

a. Regulate the subdivision of land;

b. Regulate the use of land and waterbodies consistent with this Plan and ensure the compatibility of adjacent land uses;

c. Provide for open space;

d. Protect the City's natural resources;

e. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;

f. Protect potable water well fields and aquifer recharge areas;

g. Regulate signage;

h. Ensure safe and convenient traffic flow on and off site and vehicle parking needs;

i. Provide that development orders and permits issued shall not result in a reduction below the level of service standards adopted in the Comprehensive Plan;

~~j. Provide for the transfer of development rights;~~

~~k.~~ j. Contain performance standards for protecting archaeological or historically significant properties or buildings;

~~l.~~ k. Protect against adverse impacts to wildlife and their habitats; and

~~m.~~ l. Provide architectural control regulations for commercial, multi-family and industrial buildings.

POLICY ~~2.1.2.~~ 3.1.2.

Innovative land development regulations, which may include planned developments, mixed-use land use development techniques, form-based regulations, and redevelopment plans for the Downtown Community Redevelopment Area, shall be encouraged where appropriate.

POLICY ~~2.1.3.~~ 3.1.3.

The City shall, through the site plan review process, carefully evaluate potential on-site and off-site environmental impacts and require appropriate buffers and other site design features for development in those areas defined as "Environmentally Sensitive" in Policy 45.1.1. of this Element.

POLICY ~~2.1.4.~~ 3.1.4.

The City shall maintain an on-going, informal program to research and evaluate alternative development controls including performance standards, and solicit input from other planning agencies, private developers and concerned citizens.

POLICY ~~2.1.5.~~ 3.1.5.

Where commercial and/or industrial uses abut residential areas, the City shall continue to require the provision of appropriate buffers and establish operational and development standards to reduce or eliminate any negative environmental impacts (e.g., excess noise, odor, or light intrusion) that such commercial uses may generate.

POLICY ~~2.1.6.~~ 3.1.6.

The City shall periodically review and revise its existing zoning, landscaping, and environmental control regulations to ensure their effectiveness in controlling development activities in compliance with the intent of the Future Land Use Element.

POLICY ~~2.1.7.~~ 3.1.7.

Existing zoning shall be changed as necessary to be consistent with the Future Land Use Element.

POLICY ~~2.1.8.~~ 3.1.8.

The City shall review existing strip commercial developments to improve their function, access, appearance, and other aspects that make strip commercial development undesirable, as provided by the non-conforming provisions of the Land Development Code.

POLICY ~~2.1.9.~~ 3.1.9.

Infrastructure and utility structures, such as cellular communication towers, water, sewer, and energy transmission facilities shall be designed and located to minimize adverse visual impacts on the landscape. Utilities shall locate underground to the maximum extent possible.

POLICY ~~2.2.10.~~ 3.1.10.

The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a high intensive use would have on a less intensive use.

POLICY ~~2.2.11.~~ 3.1.11.

The City will encourage the elimination and ~~inconsistent~~ inconsistencies with the City's character through its Land Development Code regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.

OBJECTIVE ~~2.2.~~ 3.2. CONCURRENCY

The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

POLICY ~~2.2.1.~~ 3.2.1.

Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development, in accordance with the Concurrency Management System.

POLICY ~~2.2.2.~~ 3.2.2.

Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.

POLICY ~~2.2.3~~ 3.2.3.

Require that water supply, production facilities and Consumptive Use Permit (C.U.P.) capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.

OBJECTIVE ~~2.3.~~ 3.3. URBAN SPRAWL

The City shall manage the available supply of developable land by delineating the amount of land and by distributing the types of land uses needed to accommodate growth and development. The City shall, through intergovernmental coordination, discourage urban sprawl by directing urban development to the areas within its urban service area boundaries.

POLICY ~~2.2.1.~~ 3.3.1.

The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.

POLICY ~~2.2.3.~~ 3.3.2.

The City recognizes that the urban growth area must be relatively stable and shall thus resist expansion of the area unless it can be demonstrated that the supply of available land inside the urban boundary will be exhausted within a five-year period.

POLICY ~~2.2.4.~~ 3.3.3.

Future urban development requiring access or connection to public facilities shall be located within the incorporated area or within the designated urban service boundaries in the unincorporated areas established by interlocal agreement.

POLICY ~~2.2.5.~~ 3.3.4.

In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas.

OBJECTIVE ~~2.4.~~ 3.4. SMART GROWTH

Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including:

- **Creating a range of housing opportunities;**
- **Creating walkable neighborhoods;**
- **Encouraging stakeholder collaboration;**
- **Fostering a sense of place;**

- **Promoting mixed land uses;**
- **Preserving open space~~,~~ and agricultural and environmentally sensitive lands;**
- **Providing a variety of transportation choices;**
- **Directing development towards existing public facilities; and**
- **Promoting compact building design.**

POLICY ~~2.4.1.~~ 3.4.1.

Encourage development projects to include homes affordable to a diversity of income ranges.

POLICY ~~2.4.2.~~ 3.4.2.

Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.

POLICY ~~2.4.3.~~ 3.4.3.

Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.

POLICY ~~2.4.4.~~ 3.4.4.

Maintain a sense of community through the landscaping of parks, recreation areas and medians, as well as the City's greenbelt and gateway preservation overlay district.

POLICY ~~2.4.5.~~ 3.4.5.

Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the downtown.

POLICY ~~2.4.6.~~ 3.4.6.

Direct future growth away from environmentally sensitive areas.

POLICY ~~2.4.7.~~ 3.4.7.

Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.

POLICY ~~2.4.8.~~ 3.4.8.

Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.

POLICY ~~2.4.9.~~ 3.4.9.

Implement Transit-Oriented Development in accordance with the Transportation Element.

POLICY ~~2.4.10.~~ 3.4.10.

Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.

POLICY ~~2.4.11.~~ 3.4.11.

Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.

POLICY ~~2.4.12.~~ 3.4.12.

Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.

OBJECTIVE ~~2.5.~~ 3.5. COMPREHENSIVE PLAN AMENDMENTS

The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia ~~County~~ Growth Management Commission regulations, and the Goals, Objectives, and Policies of the City's Comprehensive Plan.

POLICY ~~2.5.1.~~ 3.5.1.

The intensity of use in non-residential categories shall be measured by five (5) parameters that are common to the type and character of development that generally prevails in each category. These include percentage of impervious surface or its converse, the amount of open space and landscaping; the height of buildings; the amount of traffic generation; visual impact in terms of aesthetic considerations; and external impacts in the form of odor, noise, glare, vibrations, and air pollution. The following table has been developed to measure intensity levels for non-residential uses.

Land Use Designation	Impervious Surface	Height	Traffic Generation	Visual Impact	Glare Noise Odor	Total	Intensity Level
General Commercial	5	2	5	3	3	18	4
Heavy Commercial	5	2	4	5	5	21	6
Tourist Commercial	5	5	3	4	3	20	5
Residential/Office, Retail	4	4	4	2	1	15	2
Industrial/Utilities	3	2	3	4	4	16	3
Government/Institutional	2	2	4	1	1	10	1

POLICY ~~2.5.2.~~ 3.5.2.

The following criteria shall be used in reviewing Comprehensive Plan amendments:

1. Consistency with the Goals, Objectives, and Policies of ~~this~~ the City's Comprehensive Plan.
2. Consistency with state requirements, including ~~9J-5 and~~ Florida Statute requirements.
3. If the amendment is a map amendment, is the proposed change an appropriate use of land.
4. If the amendment is a map amendment, the impacts on the Level-of-Service Standards of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.
5. If the amendment is a map amendment, impacts to surrounding jurisdictions.

POLICY ~~2.5.3.~~ 3.5.3.

All Comprehensive Plan amendments shall require the advertising and notification requirements of Florida Statutes and Chapter I, Introduction, Plan Administration of this Comprehensive Plan.

OBJECTIVE ~~2.6.~~ 3.6. SUSTAINABILITY

Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).

POLICY ~~2.6.1.~~ 3.6.1.

The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water ~~and~~ conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.

POLICY ~~2.6.2.~~ 3.6.2.

Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City ~~GHGs~~ greenhouse gases emissions baseline data, to set ~~GHG~~ greenhouse gases emission goals and develop strategies to reduce greenhouse gases.

POLICY ~~2.6.3.~~ 3.6.3.

Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.

POLICY ~~2.6.4.~~ 3.6.4.

Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

POLICY ~~2.6.5.~~ 3.6.5.

Encourage integration of passive solar design, green roofs, active solar, and other renewable energy sources into development projects through the Land Development Code.

POLICY ~~2.6.6.~~ 3.6.6.

Encourage urban design strategies that maximize use of renewable, sustainable, active, and passive sources of energy design in architecture.

POLICY ~~2.6.7.~~ 3.6.7.

Encourage food production for local consumption to reduce ~~VMTs~~ Vehicle Miles Traveled, thereby reducing ~~GHG~~ greenhouse gases, by encouraging farmers markets and community gardens.

POLICY ~~2.6.8.~~ 3.6.8.

The potential for reducing Vehicle Miles Traveled ~~(VMTs)~~ and ~~GHG~~ greenhouse gases emissions shall be considered in all location and investment decisions for public facilities.

POLICY ~~2.6.9.~~ 3.6.9.

Promote the redevelopment of brownfield and greyfield sites to reduce ~~VMTs~~ Vehicle Miles Traveled to reduce pressures for greenfield development.

POLICY ~~2.6.10.~~ 3.6.10.

Support technology and business practices that enable people to reduce ~~VMTs~~ Vehicle Miles Traveled from home to work, including increased flexibility for home office uses.

POLICY ~~2.6.11.~~ 3.6.11.

Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners to invest in energy-efficiency improvements through community outreach efforts, such as the City's Website.

POLICY ~~2.6.12.~~ 3.6.12.

Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.

POLICY ~~2.6.13.~~ 3.6.13.

The designated Transportation Concurrency Exception Areas as identified in the Transportation Element and depicted as Figures 6 through 10 in the Future Land Use Map Series, shall also be designated as the City's Energy Conservation Areas.

GOAL ~~3.~~4. BUILDING HEIGHT

THE CITY SHALL MAINTAIN HEIGHT RESTRICTIONS TO PRESERVE THE LOW-RISE CHARACTER OF THE CITY.

OBJECTIVE ~~3.1.~~ 4.1. HEIGHT LIMITS

Height limits shall be maintained consistent with the voter approved charter amendments.

POLICY ~~3.1.1.~~ 4.1.1.

In order to maintain consistency with the 2006 City Charter amendment, there shall be a limitation such that all buildings within the corporate limits of the City of Ormond Beach will not exceed a maximum height of 75' as per the approved 2006 charter amendment.

POLICY ~~3.1.2.~~ 4.1.2.

Any multi-family or nonresidential building taller than seventy-five (75) feet that existed on November 14, 2006, or (ii) the only development order that received final development approval before November 14, 2006, for the construction of a multi-family building over seventy-five (75) feet in height, so long as the development order has not lapsed, expired or been terminated. Any such building may be maintained, repaired, constructed and reconstructed to the same height and within the same building footprint as it existed on November 14, 2006, and in accordance with any applicable development order then in effect, subject to any other applicable federal, state and local laws.

GOAL ~~4.~~ 5. PROTECTION OF NATURAL AND HISTORIC RESOURCES

THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.

OBJECTIVE ~~4.1.~~ 5.1. DEVELOPMENT IN "ENVIRONMENTALLY SENSITIVE" AREAS

The City shall monitor and review any development that occurs or is proposed to occur in or adjacent to "Environmentally Sensitive" areas to ensure that new development and site management practices are compatible with the ecological function of these areas.

POLICY ~~4.1.1.~~ 5.1.1.

Environmentally sensitive land shall be designated as follows:

1. All areas of the City shown as "Open Space/Conservation" on the Future Land Use Map.
2. All areas proposed for acquisition for conservation (~~e.g.~~ included but not limited to, Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites).
3. Halifax River and adjacent lands, including wetlands and vegetative buffers.
4. Tomoka River and adjacent lands, including wetlands and vegetative buffers.
5. Intact sand dunes and beach.
6. All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson's, Strickland, Groover, Priest, and Dodson's Creeks; Misner's Branch and the Little Tomoka River).
7. All floodways and flood prone areas.
8. Critical habitat areas for designated flora, fauna, and marine species.
9. Primary aquifer recharge areas.
10. Wellfield protection zones of influence associated with municipal wellfields.
11. Areas subject to erosion.
12. Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.

POLICY ~~4.1.2.~~ 5.1.2.

The City shall continue planning efforts to more specifically define "Environmentally Sensitive" areas and assist developers in minimizing environmental impacts through location and design measures.

POLICY ~~4.1.3.~~ 5.1.3.

The City shall establish regulations and standards to protect wellfields and their wellfield protection zones of influence, when determined by the St. Johns River Water Management District, from negative impacts.

POLICY ~~4.1.4.~~ 5.1.4.

Any activity proposed in or adjacent to environmentally sensitive lands shall be consistent with the requirements of the appropriate policies of the Comprehensive Plan and City ordinance and any adopted management plans.

POLICY ~~4.1.5.~~ 5.1.5.

The City shall refer, as appropriate, development proposals in or adjacent to environmentally sensitive areas to the respective Federal, State and regional agencies for their review and comment.

POLICY ~~4.1.6.~~ 5.1.6.

The City shall, in conjunction with the Department of Environmental Protection, maintain and review its environmental protection regulations as necessary to protect environmentally sensitive lands within the Tomoka Marsh Aquatic Preserve and shall continue to review development activity to ensure general consistency with the Tomoka Marsh Aquatic Preserve Management Plan.

POLICY ~~4.1.7.~~ 5.1.7.

Dredge ~~spoil~~ material management sites are a public use required for the safe and efficient operation of the Intracoastal Waterway. It is the legislative mandate of the Florida Inland Navigation District (FIND) to provide all lands necessary for the construction, operation and maintenance of the Atlantic Intracoastal Waterway in Florida. Site selection for ~~spoil~~ dredge material management sites are performed by ~~FIND~~ the Florida Inland Navigation District in conformance with their legislative mandate. Site inventories as part of ~~FIND's~~ the Florida Inland Navigation District's ~~annual~~ public facilities report shall be submitted to the City ~~annually starting with the 1998 annual report~~ as directed by Section 189.08, Florida Statutes.

POLICY ~~4.1.8.~~ 5.1.8.

The City shall be notified by the Florida Department of Environmental Protection when ~~FIND~~ the Florida Inland Navigation District submits a permit for a new or modified ~~dredge spoil site~~ Dredged Material Management Area. The City Commission may submit comments to the Florida Department of Environmental Protection regarding the consistency/inconsistency of the permit application with the City's Comprehensive Plan compatible with the provisions of Chapter 403.973~~(24)(a)~~, Florida Statutes.

POLICY ~~4.1.9.~~ 5.1.9.

~~No new spoil islands shall be developed except when showing that their development is in the public interest and a hardship would result if the development is not authorized consistent with Rule 18.012, Florida Administrative Code.~~ The City will continue to work with the Florida Inland Navigation District and the U.S. Army Corps of Engineers to maintain the Intracoastal Waterway for the benefit of its citizens and visitors and seek opportunities for the beneficial re-use of dredge material.

~~POLICY 4.1.10.~~

~~Proposals for the public development of spoil islands within the City of Ormond Beach should receive public comments through a public hearing conducted within the City limits of Ormond Beach, consistent with Rule 18.012, Florida Administrative Code.~~

~~POLICY 4.1.11.~~

~~Unauthorized structures that have been constructed on spoil islands shall be removed in a manner consistent with Rule 18-21.012, Florida Administrative Code~~.

POLICY ~~4.1.12.~~ 5.1.10.

The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series in the Future Land Use Element as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan.

OBJECTIVE ~~4.2.~~5.2. FLOOD CONTROL AND STORMWATER RUNOFF

Through the provisions of the Land Development Code, the City shall manage development to minimize flood damage and runoff from development to lessen the potential degradation of the City's surface water bodies, as per the intent of the Conservation, Coastal Management and Utilities Elements of the City's Comprehensive Plan.

POLICY ~~4.2.1.~~5.2.1.

The City shall review all development plans to ensure that development is consistent with the City's ~~Flood Damage Control~~ Floodplain Management and Protection, Surface Water Runoff Control, and Wetlands Protection provisions in the Land Development Code and the Comprehensive Plan, and that all practical and feasible measures have been incorporated to minimize flood damage potential.

POLICY ~~4.2.2.~~5.2.2.

The City shall use detailed area-wide drainage plans to reduce flooding potential and minimize direct discharge of stormwater runoff into surface waterbodies. The City shall cooperate with Volusia County and adjoining communities in this effort.

POLICY ~~4.2.3.~~5.2.3.

Wherever feasible, the viability of natural drainage systems shall be maintained to prevent potential flooding problems and costly structural water control measures.

POLICY ~~4.2.4.~~5.2.4.

On an ongoing basis, the City shall update its mapping of flood prone areas to include an inventory of existing land uses, structures susceptible to damage and flooding, and an inventory of flood water conveyance structures and features. The update shall be incorporated into the Comprehensive Plan Update and shall further inventory and analyze future land uses proposed for flood prone areas to determine the suitability of such uses.

OBJECTIVE ~~4.3.~~5.3. PRESERVATION OF NATURAL FLORA AND FAUNA

The City shall encourage developers to incorporate, to the extent feasible, retention of natural vegetation in project design and ensure that significant aesthetic and natural features are not destroyed.

POLICY ~~4.3.1.~~5.3.1.

All new developments shall be reviewed for potential adverse environmental impacts.

POLICY ~~4.3.2.~~5.3.2.

The City shall maintain on-going programs that identify and preserve unique aesthetic and natural features.

POLICY ~~4.3.3.~~5.3.3.

The City shall, in cooperation with Volusia County, monitor and analyze surface water quality in the Tomoka River and Halifax River. The City shall take remedial action and adopt new regulations, as appropriate to maintain or improve its quality.

OBJECTIVE ~~4.4.~~5.4. COORDINATION WITH NATURAL RESOURCES

The density and intensity of future land uses and any proposed development activity shall be coordinated with the natural conditions of the area, including topography, drainage, and soil conditions in order to maintain and protect vital natural functions and environmentally sensitive areas.

POLICY ~~4.4.1.~~5.4.1.

Review land use change and development approval requests for potential impact on natural conditions and for consistency with the environmental protection requirements of the Surface Water Runoff Control, Wetlands Protection, and Floodplain Management and Protection ~~Damage Control~~ Ordinances and with the Utilities, Coastal Management and Conservation Elements of the Comprehensive Plan.

POLICY ~~4.4.2.~~5.4.2.

Encourage the use of cluster development or innovative design measures to ensure the protection of natural resources.

POLICY ~~4.4.3.~~5.4.3.

The City shall update its Land Development Code, as necessary, to maintain specific and detailed provisions which regulate the use of land and water bodies consistent with the Comprehensive Plan and to ensure the compatibility of such uses with the natural resources of the community.

POLICY ~~4.4.4.~~5.4.4.

The location, development, and significance of topography, vegetation, wildlife habitat, flood hazard, the 100-year flood area, and soils for a particular site will be determined during the development review process from information required to be submitted to the City, in accordance with the criteria of Environmental Assessment Reports and that criteria of the relative ordinances for tree protection, wetlands protection, stormwater management, and ~~flood damage control~~ floodplain management and protection. This shall include recordation of Federal Emergency Management Administration (FEMA) flood zone designations on site plans and plats.

OBJECTIVE ~~4.5.~~5.5. SIGNIFICANT HISTORICAL, ARCHITECTURAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES

The City shall continue to maintain land development regulations that identify, designate, and protect historical resources.

POLICY ~~4.5.1.~~5.5.1.

The City shall maintain the ~~Local~~ Ormond Beach Historic Landmark List and continue to identify and designate historically significant sites and buildings.

POLICY ~~4.5.2.~~5.5.2.

The City shall continue to implement the historic preservation ordinance that protects historic landmarks from alteration or demolition, and apply it to historical, architectural, archaeological, and paleontological resources in accordance with the Cultural and Historical Resources Element.

OBJECTIVE ~~4.6.~~5.6. ENVIRONMENTAL CORE OVERLAY

To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach.

POLICY ~~4.6.1.~~5.6.1.

To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach, the city adopts the Environmental Core Overlay or "ECO" Map as ~~a component~~ Figure 13 of the Future Land Use Map series.

POLICY ~~4.6.2.~~5.6.2.

The City supports the adopted smart growth goals, objectives and policies of ~~the~~ Volusia County's Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ~~ECO~~ Environmental Core Overlay Map.

POLICY ~~4.6.3.~~5.6.3.

Where land is partially or fully within ~~ECO~~ the Environmental Core Overlay, proposed development activities shall be encouraged to utilize innovative and flexible land development and planning techniques ~~such as transfer of development rights~~.

GOAL ~~5.~~6. ANNEXATION

THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGUOUS FOR UTILITY SERVICE.

OBJECTIVE ~~5.1.~~6.1. ANNEXATION

Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation, and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.

POLICY ~~5.1.1.~~6.1.1.

Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

POLICY ~~5.1.2.~~6.1.2.

The cost of off-site water and sewer trunk lines shall be borne by the Developer with reimbursements limited to the amount specifically provided for in the ~~impact~~ connection fee structure for such areas.

POLICY ~~5.1.3.~~6.1.3.

~~Impact~~ Connection fee districts shall be established with the ~~impact~~ connection fee rate structure reflective of the availability or non-availability of a trunk line system. The plant ~~impact~~ connection fee shall be paid on the same basis as the remainder of the City, even where development is converted from on-site to City systems.

POLICY ~~5.1.4.~~6.1.4.

Water and/or sewer service ("city utilities") may be provided to property or areas outside of the city's municipal boundaries that are considered suitable for annexation, as follows:

1. For property that is contiguous to the city's municipal boundaries and that meets other legal requirements for annexation, the property owner must annex the property prior to or concurrent with connection to the city's utilities.
2. Except as otherwise provided in paragraph 6 of this policy, the property owner executes and records an agreement to annex at the time the property is contiguous to the city's municipal boundaries and meets all other legal requirements for annexation.

3. If connection to city utilities is necessary to develop the property, the proposed development is found to be generally consistent with the goals and policies of the ~~SLDR~~ Suburban Low Density land use category ~~district~~ or other appropriate land use designation.
4. The proposed development is contiguous to a water and/or sewer service area.
5. As otherwise provided by an interlocal agreement between the city and a governmental entity.
6. As otherwise provided for properties in a utility service area established by the city commission; such utility service areas include at the present time but are not necessarily limited to the following:

   a) North Peninsula Water District (Ormond-By-The-Sea) established in 1979 by Ordinance 79-45 (Article 1, Division 3, Chapter 22, Code of Ordinances). Neither annexation nor an annexation agreement shall be required for connection to city utilities; and for properties with existing annexation agreements, annexation shall not be compelled without the consent of the property owner at the time of annexation.

   b) West Ormond Utilities District established in 1989 by Ordinance 89-43 (Article VI, Chapter 22, Code of Ordinances). Annexation or an annexation agreement shall be required as conditions to connect to city utilities.

   c) North U.S. Highway 1 Interlocal Planning and Municipal Service Area established in 2014 by Ordinance 2014-27 recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. (Article VII, Chapter 2, Land Development Code). The Interlocal Service Boundary Agreement was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County. Annexation or an annexation agreement shall be required as conditions to connect to city utilities within the North U.S. Highway 1 Interlocal Planning and Municipal Service Area.

   d) Hunter's Ridge-Flagler County ~~DRI~~ Development of Regional Impact Service Area established in 2016 by Ordinance 2016-25 (Article IV, Chapter 22, Code of Ordinances). The properties in this service area are situated in Flagler County; therefore, the city's utility connection policy that would otherwise require a property owner to annex or to execute an annexation agreement shall not apply.

e) As may be provided in other utility service areas that are established after the adoption of this policy.

7. Except as otherwise provided in this policy, connection to city utilities shall be deemed to be consent to annexation.

POLICY ~~5.1.5.~~6.1.5.

Proposed developments in annexed areas that are not located in close proximity to water and sewer infrastructure may be allowed to provide interim on-site water and sewer infrastructure, provided that all necessary State permits are secured; the development is dry-lined and all related infrastructure is in place to ensure future connection to the City system when available. To facilitate connection, ~~impact~~ connection fees shall be prepaid, bonded for, or otherwise guaranteed in a manner acceptable to the City.

POLICY ~~5.1.6.~~6.1.6.

New development shall be encouraged to provide on-site amenities commensurate with their projected populations including common open space, recreation facilities including game courts, swimming pools, community centers, and tot-lots.

POLICY ~~5.1.7.~~6.1.7.

The City shall cooperate with ~~the~~ Volusia County in establishing urban service areas as appropriate for police, fire, recreation, cultural and other activities and centers so that appropriate ~~impact~~ connection fees can be paid or bonded for development in the unincorporated area that may be annexed to the City, or such funds transferred to the City where the impact fee had previously been collected by Volusia County.

POLICY ~~5.1.8.~~6.1.8.

The City shall not reject annexation requests of strip commercial uses based solely on their design or functionality.

POLICY ~~5.1.9.~~6.1.9.

All new development proposing the use of interim package plants shall occur in an orderly and economical manner, with those areas having the greatest combined complement of urban public facilities and services receiving development first. New land areas will be staged for urbanization in a contiguous manner that minimizes additional public investments.

GOAL ~~6.~~7. PLANNING PROCESS

CONTINUE TO IMPLEMENT A PERMANENT AND EFFECTIVE LOCAL LAND USE PLANNING PROCESS, BASED ON SOUND PROFESSIONAL PLANNING PRINCIPLES AND THE DESIRES OF THE CITIZENRY TO GUIDE THE FUTURE DEVELOPMENT OF THE CITY TO ENSURE THE HIGHEST QUALITY OF LIFE POSSIBLE FOR ALL EXISTING AND FUTURE RESIDENTS.

OBJECTIVE ~~6.1.~~7.1. PUBLIC PARTICIPATION

The City should continue to provide adequate opportunity for citizen initiative and participation in the planning process. This shall include notification procedures appropriate to the planning issue.

POLICY ~~6.1.1.~~7.1.1.

The City, through the City Commission, the Planning Department, and advisory boards, shall continue to solicit public input and involvement in all areas of planning.

POLICY ~~6.1.2.~~7.1.2.

The City Commission and the Planning Department shall continue and, where necessary, improve and initiate measures to increase citizen awareness concerning planning issues.

OBJECTIVE ~~6.2.~~7.2. COORDINATION OF POPULATION WITH HURRICANE EVACUATION PLANS

New development and coastal area population densities shall be coordinated with the local peacetime emergency management plan and any other interagency hurricane evacuation plans.

POLICY ~~6.2.1.~~7.2.1.

New development shall be managed so that public facility and service needs required to meet adopted hurricane evacuation times and needs ~~as~~ are maintained at the adequate level-of-service.

POLICY ~~6.2.2.~~7.2.2.

All requests for rezoning and land use~~s~~ changes shall be considered in coordination with the criteria of the City's Coastal Management Element and the Volusia County Comprehensive Emergency Management Plan.

GOAL ~~7.~~8. DOWNTOWN COMMUNITY REDEVELOPMENT AREA

THE DOWNTOWN MASTER PLAN UPDATE WAS ADOPTED BY THE CITY COMMISSION ON ~~SEPTEMBER 18, 2007~~ OCTOBER 1, 2019. COVERING THE AREA BETWEEN ORCHARD STREET AND THE OCEAN AND BETWEEN LINCOLN AND TOMOKA AVENUES~~,~~. THE PLAN REPRESENTS THE CITIZENS' VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES.

- **ECONOMIC DEVELOPMENT – FOSTER A SUCCESSFUL AND ATTRACTIVE PEDESTRIAN ORIENTED DOWNTOWN RETAILING PLACE;**
- **SENSE OF PLACE & APPEARANCE – PROMOTE A SENSE OF PLACE AND PHYSICAL PRESENCE;**
- **ARTS & CULTURE – ENHANCE "COMMUNITY" UTILIZING THE ARTS AND DOWNTOWN'S CULTURAL ASSETS;**
- **~~MAXIMIZE THE WATERFRONT AS AN ASSET FOR REDEVELOPMENT~~;**
- **TRANSPORTATION & CIRCULATION – RECLAIM GRANADA BOULEVARD AS A SHARED PUBLIC REALM;**
- **RESIDENTIAL NEIGHBORHOODS – PRESERVE AND ENHANCE RESIDENTIAL NEIGHBORHOODS;**
- **STANDARDS & REGULATIONS – CREATE A SUPPORTIVE REGULATORY ~~ENVIRONMENT~~ AND GOVERNMENTAL STRUCTURE THAT ENABLES POSITIVE REINVESTMENT; ~~AND~~**
- **~~HAVE A BIAS FOR ACTION.~~ENSURING THE VISION – COMMIT TO A STRATEGY OF ACTION ORGANIZED AROUND PROJECTS AND CHAMPIONS TO GET RESULTS.**
- **RECREATION & OPEN SPACE – MAXIMIZE THE USE OF AVAILABLE OPEN SPACE FOR COMMUNITY ENJOYMENT; AND**
- **ENVIRONMENTAL SUSTAINABILITY – FOSTER AN ENVIRONMENTALLY CONSCIOUS COMMUNITY;**

THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, PUBLIC ART, STREETSCAPE IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.

OBJECTIVE ~~7.1.~~ 8.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS

Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Downtown Master Plan.

POLICY ~~7.1.1.~~8.1.1.

The City shall utilize a Form Based Code to implement the vision stated in the adopted ~~2007~~ Downtown Redevelopment Master Plan.

POLICY ~~7.1.2.~~8.1.2.

The Ormond Beach Community Redevelopment Area through the adoption of the ~~2007~~ Downtown Redevelopment Master Plan for the Downtown Overlay District has established a Form Based Code that places an emphasis on the relationship between the street and buildings, pedestrian and vehicles, public and private spaces, and the relationship between multiple buildings, a block, a neighborhood, and transitions in scale.

POLICY ~~7.1.3.~~8.1.3.

In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with "build to" lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

POLICY ~~7.1.4.~~8.1.4.

In accordance with the adopted ~~2007~~ Downtown Redevelopment Master Plan, new development and redevelopment shall be incentivized by providing alternative parking provisions to include:

- Off-site parking facilities;
- Parking reductions due to transit availability;
- Parking waivers for smaller tenant spaces; and
- Shared parking between day and evening users.

POLICY ~~7.1.5.~~8.1.5.

New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed-use projects, are encouraged and shall take priority in financial assistance from the City.

POLICY ~~7.1.6.~~8.1.6.

The Land Development Code shall be ~~amended and~~ maintained to allow urban style signage within the commercial areas of the Downtown Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.

POLICY ~~7.1.7.~~8.1.7.

New Development and redevelopment within the Downtown and Beachside districts where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ~~ROW~~ A Right-of-Way (ROW) dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned or with approval by the City Commission.

POLICY ~~7.1.8.~~8.1.8.

To promote development and redevelopment within the Downtown, the City shall pursue a downtown stormwater conceptual permit from St. John~~'~~s River Water Management District as an alternative to individualized stormwater retention and treatment.

POLICY ~~7.1.9.~~8.1.9.

The City shall include incentives in the development review process to encourage upper story residential development with supporting uses such as ground floor retail and office development.

OBJECTIVE ~~7.2.~~8.2. PUBLIC INVESTMENT

The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.

POLICY ~~7.2.1.~~8.2.1.

The City shall pursue the underground placement of utilities where deemed financially feasible within the Downtown Community Redevelopment Area.

POLICY ~~7.2.2.~~8.2.2.

The City shall evaluate stormwater needs in the Downtown Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.

POLICY ~~7.2.3.~~8.2.3.

Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the Downtown Redevelopment Master Plan.

POLICY ~~7.2.4.~~8.2.4.

The City shall continually assess and implement a streetscape program along Granada Boulevard and other major roadways in the Downtown Community Redevelopment Area. The streetscape program should include street trees, decorative pavers and lighting, way-finding signage, and street furniture.

POLICY ~~7.2.5.~~8.2.5.

The City shall continue to review and improve the public park facilities in the Downtown Community Redevelopment ~~a~~ Area and provide a full range of recreational opportunities, such as fishing, tot lots, performance, and festival areas.

POLICY ~~7.2.6.~~8.2.6.

The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Downtown Community Redevelopment Area.

POLICY ~~7.2.7.~~8.2.7.

The City shall continue to work with organizations such as Ormond MainStreet, the Chamber of Commerce, and the Ormond Memorial Art Museum, as ~~will~~ well as business and property owners to implement capital projects in Downtown Master Plan Update.

POLICY 8.2.8.

The City should promote public art within the Downtown Community Redevelopment Area per the Downtown Public Art Master Plan.

OBJECTIVE ~~7.3.~~8.3. PARKING

The City shall encourage the shared parking of private parking lots, public on-street parking, and public parking lots within the Downtown Community Redevelopment Area.

POLICY ~~7.3.1.~~8.3.1.

The City shall pursue a market-based approach to required off-street parking in the Downtown Overlay District. Off-street and on-site parking is permitted, but public parking may be counted towards the parking requirement provided such parking is within the downtown pedestrian walking shed distance.

POLICY ~~7.3.2.~~8.3.2.

The City shall establish pedestrian sheds denoting walkability between existing public, offsite parking lots, and destination points within the Downtown Overlay District.

POLICY ~~7.3.3.~~8.3.3.

The City shall provide additional public parking in the Downtown Overlay District when it is determined through parking studies that parking demand exceeds parking supply.

POLICY ~~7.3.4.~~8.3.4.

The Land Development Code shall be maintained to allow for parking waivers in the Downtown Community Redevelopment Area, utilization of public lots for commercial parking calculations, and shared private parking lots.

POLICY ~~7.3.5.~~8.3.5.

While on-street parking along Granada Boulevard within the Downtown Community Redevelopment Area is regulated by the Florida Department of Transportation, the City's desire is to maintain existing on-street parking and expand where possible.

POLICY ~~7.3.6.~~8.3.6.

Wherever possible, local roads within the Downtown Community Redevelopment Area ~~redevelopment area~~ shall provide on-street parking.

POLICY ~~7.3.7.~~8.3.7.

The City shall continually identify opportunities to provide public parking where demand exceeds supply within the Downtown Community Redevelopment Area.

OBJECTIVE ~~7.4.~~8.4. ENERGY MANAGEMENT PRACTICES

Promote effective energy management practices in the downtown community redevelopment ~~community~~ area.

POLICY ~~7.4.1.~~8.4.1.

Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travel~~l~~ed among trip destinations.

POLICY ~~7.4.2.~~8.4.2.

Continue developing new regulations to the land development code that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.

GOAL ~~8.~~9. ECONOMIC DEVELOPMENT

TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.

OBJECTIVE ~~8.1.~~ 9.1. BALANCED ECONOMIC GROWTH

The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Ormond Beach and by being proactive in business retention, expansion, and attraction.

POLICY ~~8.1.1.~~9.1.1.

The City shall maintain a working relationship with the Ormond Beach business community and update economic development assistance programs, as necessary.

POLICY ~~8.1.2.~~9.1.2.

The City shall continually work to expand the Ormond Beach non-residential tax base and other revenue sources.

POLICY ~~8.1.3.~~9.1.3.

The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.

POLICY ~~8.1.4.~~9.1.4.

The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.

POLICY ~~8.1.5.~~9.1.5.

The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.

POLICY ~~8.1.6.~~9.1.6.

The City shall identify and recruit industries involved in the “Green” sustainable energy related research, development, and manufacturing industries.

POLICY ~~8.1.7.~~9.1.7.

The City shall continue to partner with Volusia County and the Ormond Beach Chamber of Commerce to promote economic development within Ormond Beach.

POLICY ~~8.1.8.~~9.1.8.

The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.

POLICY ~~8.1.9.~~9.1.9.

The City shall seek new business locations and existing business expansions that are compatible with the City's land use plans and policies.

OBJECTIVE ~~8.2.~~9.2. BUSINESS RECRUITMENT, REDEVELOPMENT AND FUTURE BUSINESS CENTERS

The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Ormond Beach.

POLICY ~~8.2.1.~~9.2.1.

The City shall promote and create financial and other incentives for redevelopment of the downtown~~, community~~ redevelopment areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.

POLICY ~~8.2.2.~~9.2.2.

The City shall continually attract new industries to locate at the Ormond Beach Municipal Airport and Airport Business Park and other industrial parks in the City.

POLICY ~~8.2.3.~~9.2.3.

The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.

POLICY ~~8.2.4.~~9.2.4.

The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City (such as the Downtown ~~CRA~~ Community Redevelopment Area, US1, and SRA1A) that have existing infrastructure and are vacant or underutilized.

OBJECTIVE ~~8.3.~~9.3. PLANNING FOR ECONOMIC DEVELOPMENT

The City should plan for business retention, redevelopment, and attraction as part of economic development.

POLICY ~~8.3.1.~~9.3.1.

All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.

POLICY ~~8.3.2.~~9.3.2.

All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.

POLICY ~~8.3.3.~~9.3.3.

The City shall regularly evaluate the demand for land designated for economic activity, ~~and~~ the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

~~TABLE 1 PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION~~

~~LAND USE DESIGNATION~~	~~1988~~		~~1995~~		~~2008~~	
	~~Area (acres)~~	~~% of Total~~	~~Area (Acres)~~	~~% of Total~~	~~Area (acres)~~	~~% of Total~~
~~Residential~~	~~3,752~~	~~44%~~	~~8,090~~	~~60%~~	~~9,199~~	~~44%~~
~~Commercial~~	~~403~~	~~5%~~	~~546~~	~~4%~~	~~1,436~~	~~7%~~
~~Institutional~~	~~670~~	~~8%~~	~~803~~	~~6%~~	~~898~~	~~4%~~
~~Industrial~~	~~275~~	~~3%~~	~~336~~	~~3%~~	~~630~~	~~3%~~
~~Recreation/Open Space~~	~~3,497~~	~~41%~~	~~3,627~~	~~27%~~	~~5,537~~	~~26%~~
~~Activity Center~~	~~N/A~~				~~3,095~~	~~15%~~
~~TOTAL~~	~~8,597~~	~~100%~~	~~13,402~~	~~100%~~	~~20,715~~	~~100%~~

Source: City of Ormond Beach Planning Department and GIS Division

Note: 2008 excludes 2,204 acres of water and roads within City limits. Total gross area of the City in 2008 is 22,919 areas.

TABLE 2 DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION

Land Use Classification	Developed Property		Undeveloped Property		Total (Acres)	% of Total
	Area (Acres)	% of Total	Area (acres)	% of Total		
Institutional	849	95%	49	5%	898	4%
Residential, Office, Retail	263	62%	159	38%	421	2%
General Commercial	583	86%	92	14%	675	3%
Tourist Commercial	186	85%	34	15%	220	1%
Heavy Commercial	106	88%	14	12%	120	1%
Industrial/Utilities	371	59%	259	41%	630	3%
Activity Center	1,270	0%	1,825	100%	3,095	14%
High Density Residential	101	97%	3	3%	104	.5%
Medium Density Residential	1,027	81%	244	19%	1,271	6%
Low Density Residential	4,505	90%	519	10%	5,024	22%
Suburban Low Density Residential	1,152	77%	349	23%	1,501	7%
Rural Estate	795	70%	348	30%	1,143	5%
Rural Residential	139	89%	17	11%	156	1%
Recreation/Open Space	N/A	N/A	N/A	N/A	532	2%
Open Space/Conservation	N/A	N/A	N/A	N/A	5,005	22%
Water bodies/ROW	N/A	N/A	N/A	N/A	2,204	10%
CITY TOTAL AREA					**22,919**	

Source: City of Ormond Beach Planning Department

TABLE 3

POPULATION PROJECTIONS 2000-2025

Year	Population Projection
2000 (Census)	36,301
2005 (BEBR Estimate)	39,683
2009 (BEBR Estimate)	40,832
2010	42,533
2015	45,951
2020	48,880
2025	51,079

GOAL ~~9.~~10. NORTH US 1 MUNICIPAL SERVICE AREA (MSA)

TO IMPLEMENT THE PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY AND THE COUNTY OF VOLUSIA PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, AS AMENDED.

OBJECTIVE ~~9.1.~~ 10.1. NORTH US 1 ~~MSA~~ MUNICIPAL SERVICE AREA (MSA) PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY

The City shall have sole and singular authority within the boundaries of the ~~MSA~~ Municipal Service Area (MSA) to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations, and provide for the enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach City Commission and by the Volusia County Council effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida, and as amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida, and as amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

POLICY ~~9.1.1.~~10.1.1.

The North US 1 Municipal Service Area (MSA), consistent with its related policies of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.

POLICY ~~9.1.2.~~10.1.2.

Pursuant to the ~~ISBA~~ Interlocal Service Boundary Agreement (ISBA), the City may annex noncontiguous parcels and create enclaves within the ~~MSA~~ Municipal Service Area notwithstanding Policy ~~5~~6.1.4.

~~POLICY 9.1.3.~~

~~The City shall be authorized to amend the City's zoning map for all unincorporated lands within the MSA after a City land use designation has been adopted~~.

Policy ~~9.1.4.~~10.1.3.

The City's future land uses on Figure 11 are described under "Goal ~~1~~2. Land Use Distribution" of the current adopted Comprehensive Plan. For the purposes of the ~~MSA~~ Municipal Service Area, the City and County future land use categories shall be considered equal with the land use restrictions as described by map annotation in Table 4, ~~and in~~ Table 5, and ~~in~~ Table 6 of the Future Land Use Element.

TABLE 1. PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION

LAND USE DESIGNATION	2024	
	Area (acres)	% of Total
Residential	9,208	40%
Commercial	1,326	6%
Institutional	806	3%
Industrial	421	2%
Recreation/Open Space	4,761	21%
Activity Center	2,798	12%
Waterbodies/ROW	3,822	17%
TOTAL	23,142	100%

TABLE 2. DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION

Land Use Classification	2024 Developed Property		2024 Undeveloped Property		Total (Acres)	% of Total
	Area (Acres)	% of Total	Area (acres)	% of Total		
Institutional	603	75%	203	25%	806	3%
Residential, Office, Retail	376	92%	34	8%	410	2%
General Commercial	423	77%	125	23%	548	2%
Tourist Commercial	167	61%	108	44%	275	1%
Heavy Commercial	79	85%	14	15%	93	1%
Industrial/Utilities	420	99%	1	1%	421	2%
Activity Center	17	1%	2,780	99%	2,798	12%
High Density Residential	115	96%	5	4%	120	1 %
Medium Density Residential	1,063	88%	142	12%	1,205	5%
Low Density Residential	3,900	75%	1,275	25%	5,177	22%
Suburban Low Density Residential	1,293	90%	150	10%	1,443	6%
Rural Estate	705	63%	407	37%	1,112	5%
Rural Residential	134	89%	16	11%	151	1%
Recreation/Open Space	N/A	N/A	N/A	N/A	543	2%
Open Space/Conservation	N/A	N/A	N/A	N/A	4,218	18%
Waterbodies/ROW	N/A	N/A	N/A	N/A	3,822	17%
CITY TOTAL AREA					**23,142**	100%

TABLE 3. POPULATION PROJECTIONS, 2025-2045

YEAR	POPULATION PROJECTION
2025	46,255
2030	50,773
2035	55,238
2040	58,986
2045	63,542

TABLE 4. NORTH US 1 MSA FUTURE LAND USE CATEGORIES

Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
Industrial (I)	Light Industrial/Utilities (LI/U)	Max. FAR shall not exceed 0.60
Agricultural Resource (AR)	Rural Estate/Agricultural (REA)	Density shall not exceed one (1) dwelling unit per 10 acres. Max. FAR shall not exceed 0.10
Mixed Use (MXZ)	Low Intensity Commercial (LIC)	Density shall not exceed 8 dwelling units per acre Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
Commercial (C)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Medium Intensity (UMI)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Low Impact Urban (LIU)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Low Intensity (ULI)	Low Intensity Commercial (LIC)	See Annotation above for LIC

TABLE 5. FIRST AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES

Note	Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
A.	Rural (R) (769.62 acres)	Low Density Residential (LDR)	Maximum Dwelling Units shall not exceed 1,947 for Plantation Oaks owned and City LDR Land Use designation.
A.	Rural (R) (1.3 acres)	Low Intensity Commercial (LIC)	
A.	Urban Low Intensity (ULI) (274.39 acres)	Low Density Residential (LDR)	See Annotation above for LDR, Note A.
A.	Urban Medium Intensity (UMI) (9.75 acres)	Low Density Residential (LDR)	See Annotation above for LDR, Note A.
B.	Rural (R) (3.27 acres))	Low Density Residential (LDR)	
B.	Urban Low Intensity (ULI) (1.91 acres)	Low Density Residential (LDR)	
B.	Urban Medium Intensity (UMI) (11.42 acres)	Medium Density Residential (MDR)	Maximum Dwelling Units per acre shall not exceed 8 for properties not owned by Plantation Oaks with City MDR Land Use designation.
Note: A. Properties owned by Plantation Oaks. B. Individual properties not owned by Plantation Oaks.			

TABLE 6. SECOND AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES

Existing Volusia County Land Use	Proposed City Land Use	City Density Conditions	City Intensity Conditions
Urban Medium Intensity (UMI)	Low Density Residential (LDR)	Not to exceed 3 units per acre and no more than 298 dwelling units for entire RidgeHaven owned lands including the 19.19 acres to the south.	Not to exceed 0.20 FAR
Urban Medium Intensity (UMI)	Medium Density Residential (MDR)	Not to exceed 8 DU per acre for properties not owned by RidgeHaven.	Not to exceed 0.30 FAR

DENSITY/INTENSITY RESTRICTIONS				
#	Project	ORD#	Land Use	Restriction
1	Calvary Church	2007-39	TC	790 AADT Trip Limit
2	Marshside/Tattersall	2008-54	SLDR	Max. 3.47 DU/Acre
3	River Oaks	2008-54	SLDR	Max. 1.74 DU/Acre
4	1291 W Granada Blvd.	2009-28	ROR	904 AADT Trip Limit
5	1298 West Granada Blvd.	2013-59	COM/OSC	0 DU/Acre. OSC – stormwater only.
6	Chelsea Place	2014-18	SLDR	Max. 4.93 DU/Acre
7	1287 & 1301 W Granada Blvd.	2014-26	LIC	Max. 0.12 FAR, certain uses prohibited
8	640 North Nova Rd.	2014-30	HDR	Max. 20 DU/Acre
9	Original N. US 1 ISBA/MSA Policy 9.1.4, Table 4 – Land Use Element	2014-42	LI/U	Max. 0.60 FAR
			REA	Max. 1 DU/10 Acres
			LIC	Max. 8 DU/Acre Max. 0.50 FAR for retail or 0.55 for other Nonresidential
10	145 N. Yonge St.	2019-23	MDR	Max. 0.20 FAR
			GC	Max. 22 DU/Acre
11	First Amended N. US 1 ISBA -Plantation Oaks and individually owned properties Policy 9.1.4, Table 5 – Land Use Element	2019-43 & 2019-44	LDR	Max. 1,947 DU Plantation Oaks
			MDR	Max. 8 DU/acre
12	350 Clyde Morris Blvd.	2020-46	ROR	Max. 4 DU/acre and 0.45 FAR
13	Second Amended N. US 1 ISBA – RidgeHaven and individually owned properties Policy 9.1.4, Table 6 – Land Use Element	2022-18	LDR	Max. 3 DU/acre & Max. 298 DU for RidgeHaven.
			MDR	Outparcels Max. 8 DU/Acre
		2022-12	MDR	Max. 8 DU/acre & Max. 298 units for RidgeHaven
14	Bradford Park	2023-07	MDR	Max. 8 DU/Acre
15	101 Fiesta Dr.	2023-08	ROR	0 DU/Acre and 0.0 FAR

Note: Map updated from 2025 Comprehensive Plan

FIGURE 1

City of Ormond Beach Future Land Use Map (February, 2025)

Legend

- Ormond Beach City Limits

Future Land Use

- Rural Estate/Agriculture (REA)
- Rural Residential (RR)
- Suburban Low Density Residential (SLDR)
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Residential, Office, Retail (ROR)
- Low Intensity Commercial (LIC)
- Tourist Commercial (TC)
- General Commercial (GC)
- Heavy Commercial (HC)
- Public/Institutional (P/I)
- Activity Center (AC)
- Light Industrial/Utilities (LI/U)
- Recreation/Open Space (R/OS)
- Open Space/Conservation (OS/C)

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - February 2025

FIGURE 2A

City of Ormond Beach
Vacant Residential Zoned Property

Note: Map updated from 2025 Comprehensive Plan

Legend

- VACANT RESIDENTIAL PROPERTY
- ORMOND BEACH CITY LIMITS

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - February 2025

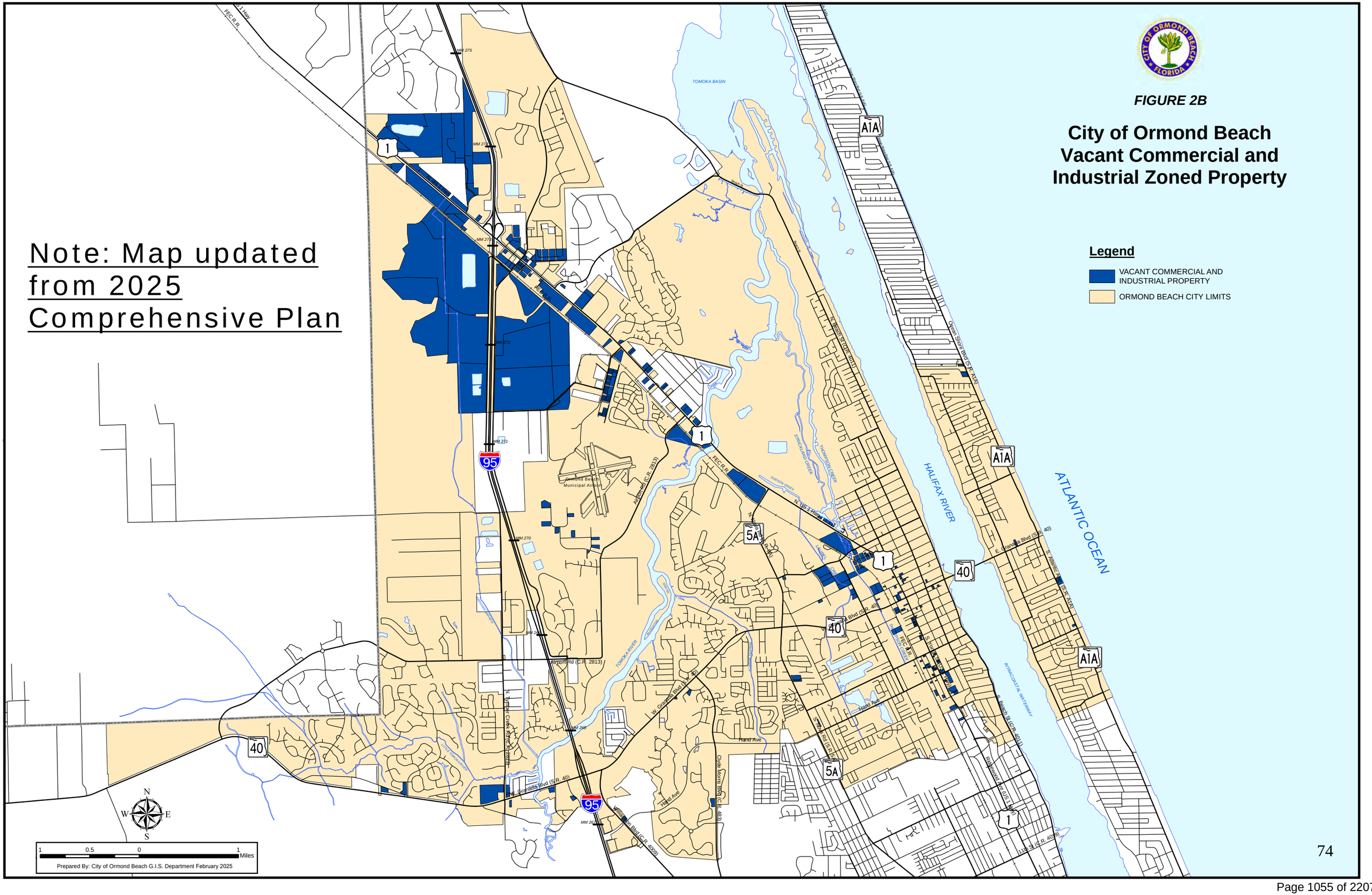
FIGURE 2B

City of Ormond Beach Vacant Commercial and Industrial Zoned Property

Note: Map updated from 2025 Comprehensive Plan

Legend

- VACANT COMMERCIAL AND INDUSTRIAL PROPERTY
- ORMOND BEACH CITY LIMITS



Prepared By: City of Ormond Beach G.I.S. Department February 2025

FIGURE 3

City of Ormond Beach Wetland Vegetation Map

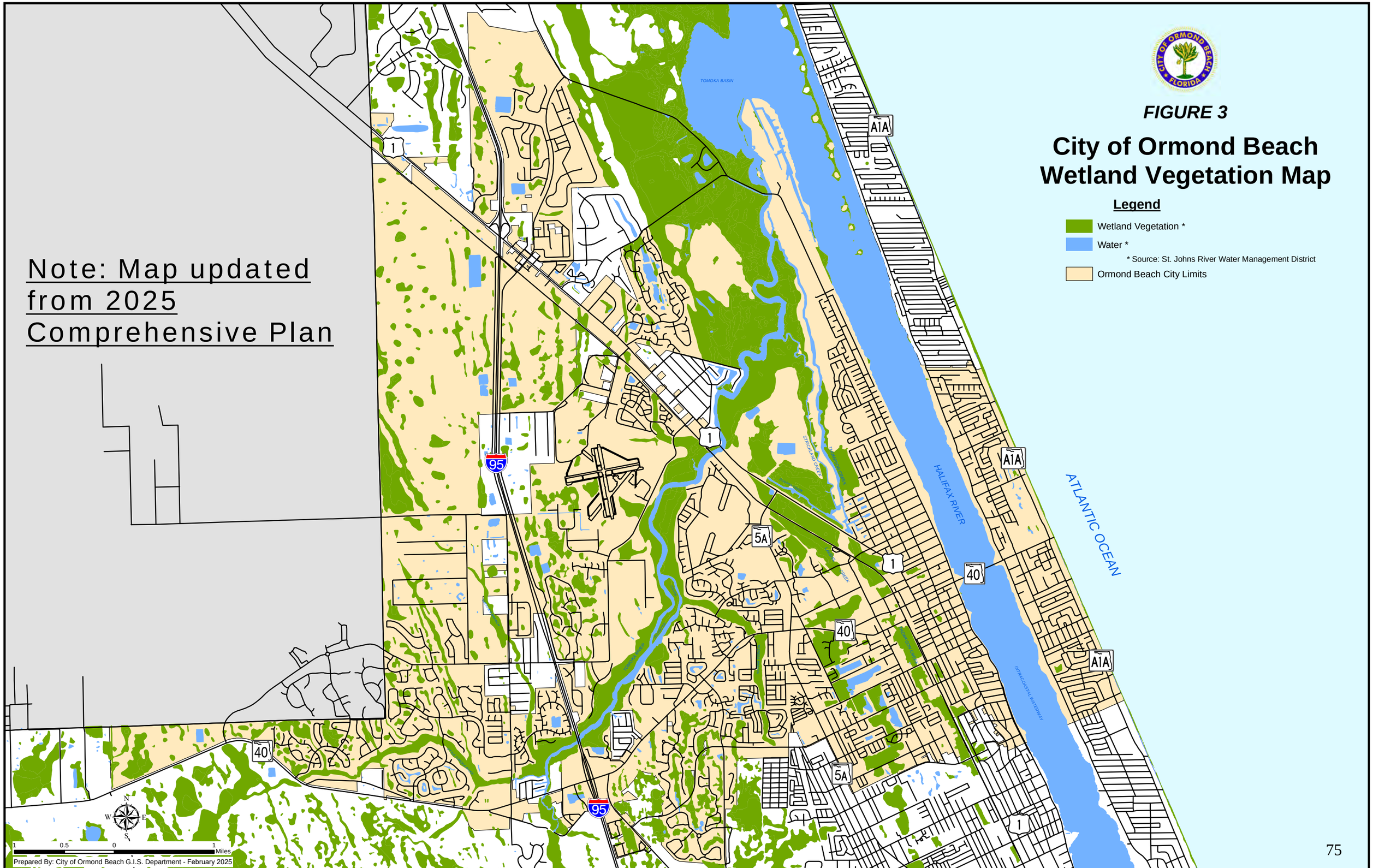
Legend

- Wetland Vegetation *
- Water *

* Source: St. Johns River Water Management District

- Ormond Beach City Limits

Note: Map updated from 2025 Comprehensive Plan



Note: Map updated from 2025 Comprehensive Plan

FIGURE 4

City of Ormond Beach Soils Map

Legend

Potable Waterwell

Soils*
* Source: Volusia County GIS

Ormond Beach City Limits

HALIFAX RIVER

ATLANTIC OCEAN

Miles

Prepared By: City of Ormond Beach G.I.S. Department - February 2025

Note: Map updated from 2025 Comprehensive Plan

FIGURE 5
City of Ormond Beach Energy Conservation Areas Map

Legend

- Votran Bus Stops**
- Trails
- Sidewalks
- Bike Paths
- Transportation Concurrency Exception Areas
- Mixed Use Corridor
- Ormond Beach City Limits
- Environmental Core Overlay*
- Parks
- Downtown Community Redevelopment Area

** Source: VOTRAN

* Source: Volusia County GIS

Associated Uses

- Recreation/Open Space
- Open Space/Conservation

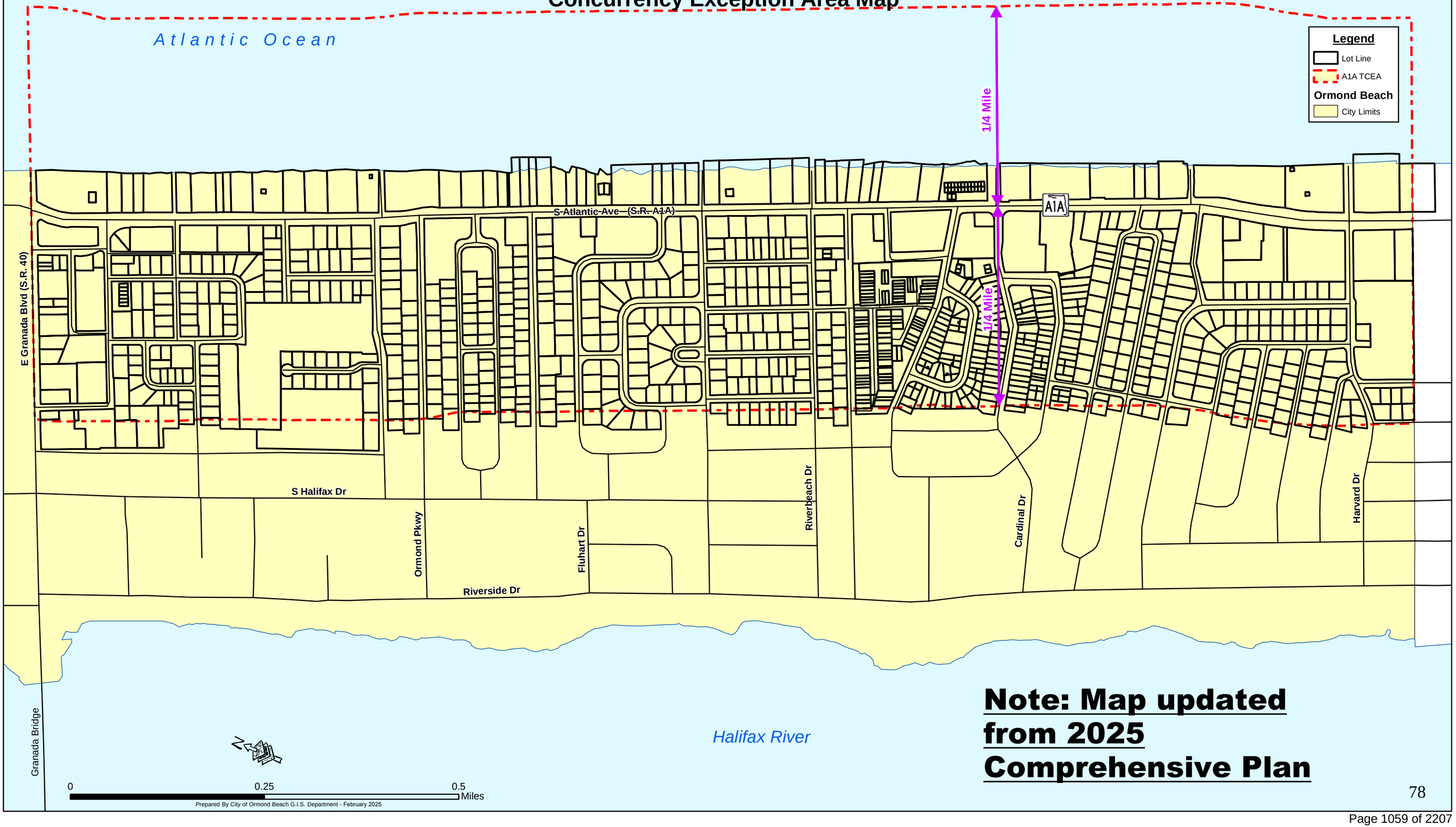
TOMOKA BASIN
HALIFAX RIVER
ATLANTIC OCEAN
INTRACOASTAL WATERWAY
FLAGLER COUNTY
VOLUSIA COUNTY
Ormond Beach Municipal Airport

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - February 2025

FIGURE 6

City of Ormond Beach
A1A Transportation
Concurrency Exception Area Map



Note: Map updated from 2025 Comprehensive Plan

FIGURE 7

City of Ormond Beach
Downtown Transportation
Concurrency Exception Area Map

Legend
- Lot Line
- Downtown TCEA

Ormond Beach
- City Limits

N US 1 Hwy
N Ridgewood Ave
N Beach St (C.R. 4011)
Granada Bridge
John Anderson Dr
N Halifax Dr (C.R. 2803)
Ocean Shore Blvd (S.R. A1A)
E Granada Blvd (S.R. 40)
Atlantic Ocean
N Orchard St
W Granada Blvd (S.R. 40)
FEC R.R.
S Yonge St (US 1 Hwy)
S Ridgewood Ave
S Beach St (C.R. 4011)
Halifax River
S Halifax Dr
Riverside Dr
S Atlantic Ave (S.R. A1A)

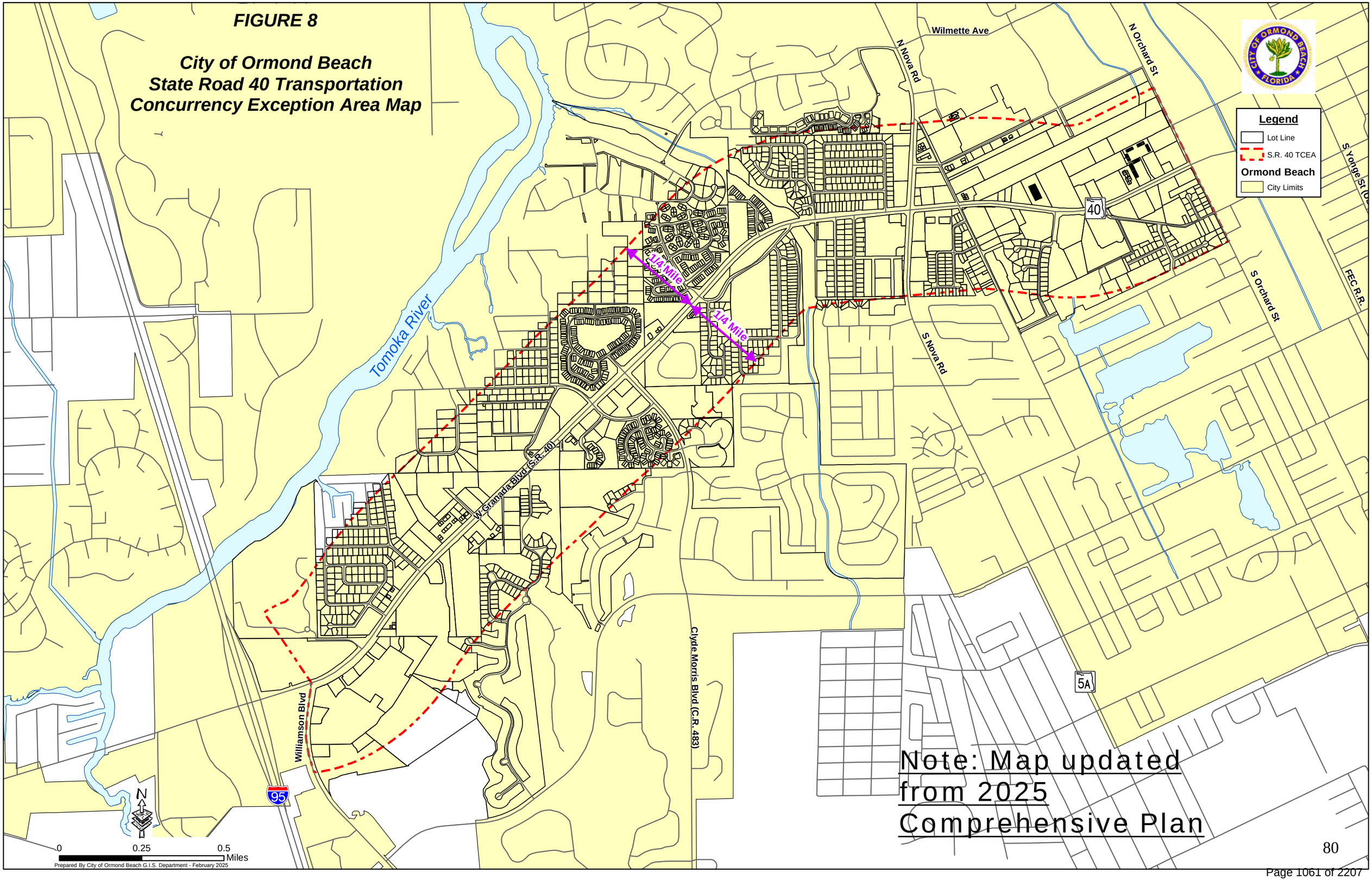
0 0.25 0.5 Miles

Prepared By City of Ormond Beach G.I.S. Department- February 2025

Note: Map updated from 2025 Comprehensive Plan

FIGURE 8

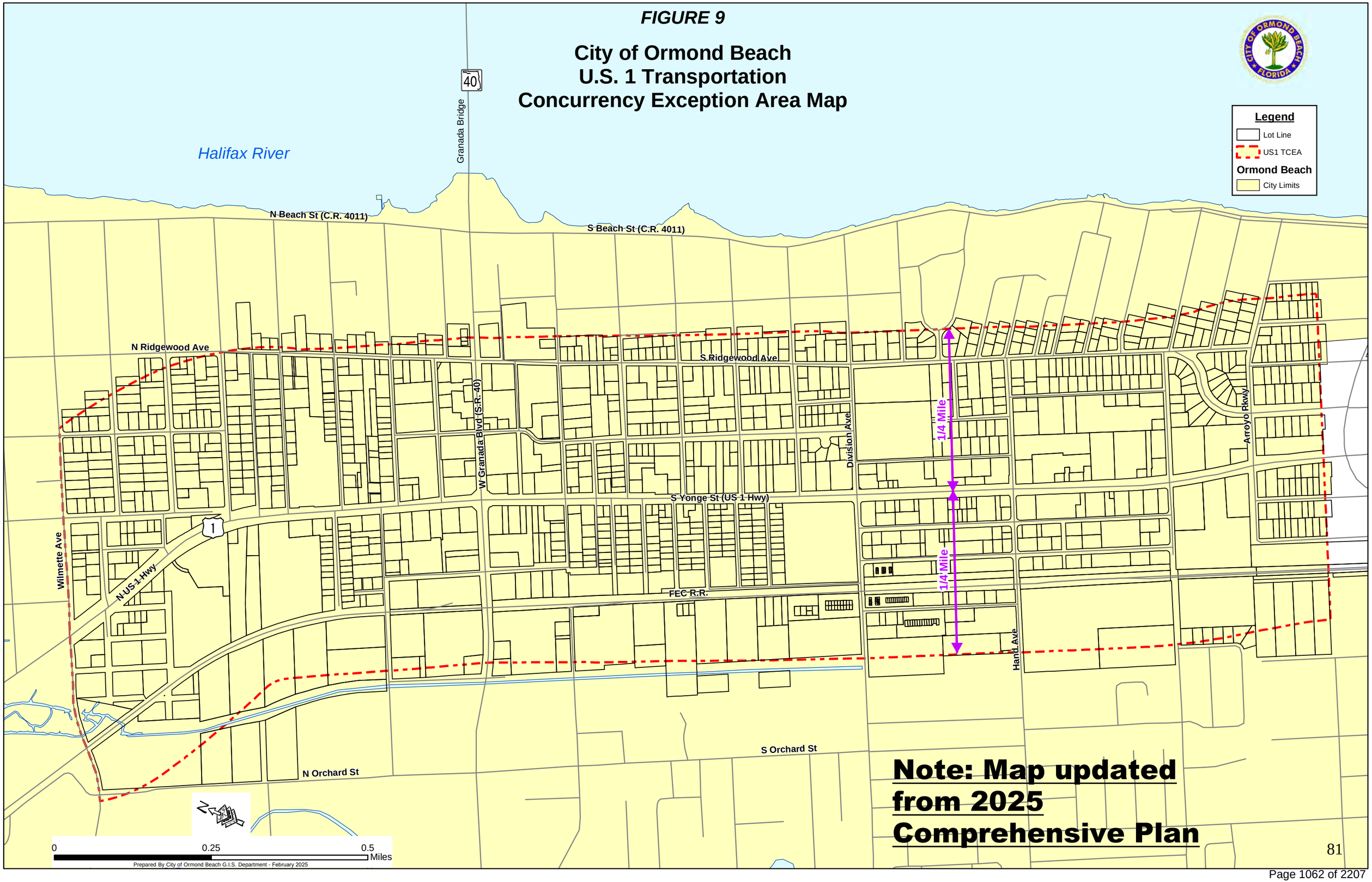
City of Ormond Beach
State Road 40 Transportation
Concurrency Exception Area Map



Note: Map updated from 2025 Comprehensive Plan

FIGURE 9

City of Ormond Beach
U.S. 1 Transportation
Concurrency Exception Area Map



Note: Map updated from 2025 Comprehensive Plan

FIGURE 10

City of Ormond Beach
Ormond Crossings Transportation Concurrency Exception Area Map

Note: Map updated from 2025 Comprehensive Plan

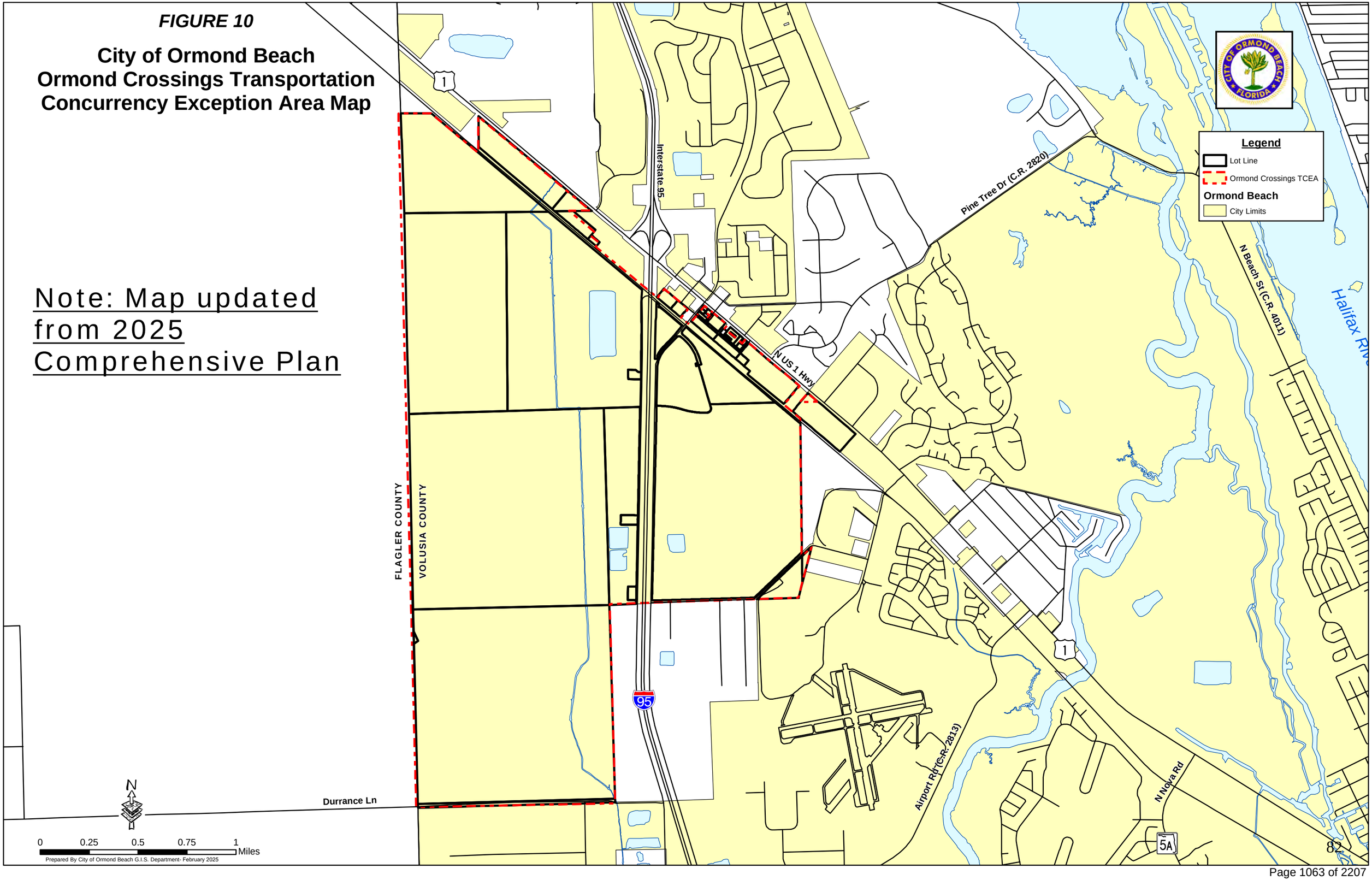


FIGURE 11

Interlocal Service Boundary Agreement and U.S. 1 Municipal Service Area Boundary Map

Old Dixie Hwy (C.R. 4011)
La Toscana Rotonda
Pine Tree Dr (C.R. 2020)
N Beach St (C.R. 4011)
Castlehawk Ln
Redbourne Ln
Kilkenny Ln
Hansberry Ln
Hansberry Ct
Dovercourt Ln
Hampstead Ln
Sunningdale Ln
Crown Pointe Ln
Royal Pointe Ln
Hatwick Ln
Aldenham Ln
Morning Walk Dr
Big Bass Dr
Fountain View St
Kingsman Trl
Arch Ave
Bracer Way
Chretien Dr
Plantation Oaks Blvd
Rover Rd
Barebow Ln
Bonspiel Dr
Kimball Dr
Manjurshree Ave
Hopsewee Ave
Destrenan Dr
Esplanada Dr
US Hwy 1 S
Destination USA Cir
I-95
FEC R.R.
VOLUSIA COUNTY - FLAGLER COUNTY
Brookhaven Trl
Oakhaven Ave
Greenhaven Pl
Cliffhaven Ct
Ridgehaven Ave
Parkhaven Dr
Addison Dr
Rosemary St
Benton St
Gowers St
Destiny Dr
N US Hwy 1
Broadway Ave
N Tymber Creek Rd
Pinelarm Trl
Walnut Ct
Walnut Ln
Walnut Cir
Oak Ln
Oak Ct
Village Needles Ln
Magnolia Ln
Rocky Bluff Dr
Ormond Lakes Blvd
Timuchian Dr
Minnow Dr
Lakebluff Dr
Lakecliff Dr
Wild Fern Ln
Indianhead Dr
Pine Creek Trl
Orange Grove Dr
Southridge Dr
Business Center Dr
Volunteer Ln
Emerald Oaks Ln
Blockhouse Ct
Cliffside Dr
Ormond Grande Blvd
Shockney Dr
Wall Ave
Peninsula Dr
Indigo Rd
Landers St
Palm Ave
George Anderson St
Roberts St
Lowndes Ave
Coquina Ave
Hull Trl
Hull Rd
Private R.R.
Harmony Ave
Grizzly Bear Path
Indian Bear Path
Polar Bear Path
Big Bear Path
Cub Cir
Bear Creek Path

Legend

- Interlocal Service Boundary Agreement Area
- U.S. 1 MUNICIPAL SERVICE AREA BOUNDARY
- ISBA 1ST AMENDED MSA
- ISBA 2ND AMENDED MSA

Ormond Beach City Limits

- Current as of February 2025

1,600 800 0 1,600 Feet

Prepared By: The City of Ormond Beach G.I.S. Department - February 2025

Note: This is a new figure

Note: This is a new figure

FIGURE 12

City of Ormond Beach Redevelopment Areas

Legend

- Downtown
- Ormond Crossings
- Ormond Beach City Limits

TOMOKA BASIN

HALIFAX RIVER

ATLANTIC OCEAN

INTRACOASTAL WATERWAY

FLAGLER COUNTY
VOLUSIA COUNTY

Ormond Beach Municipal Airport

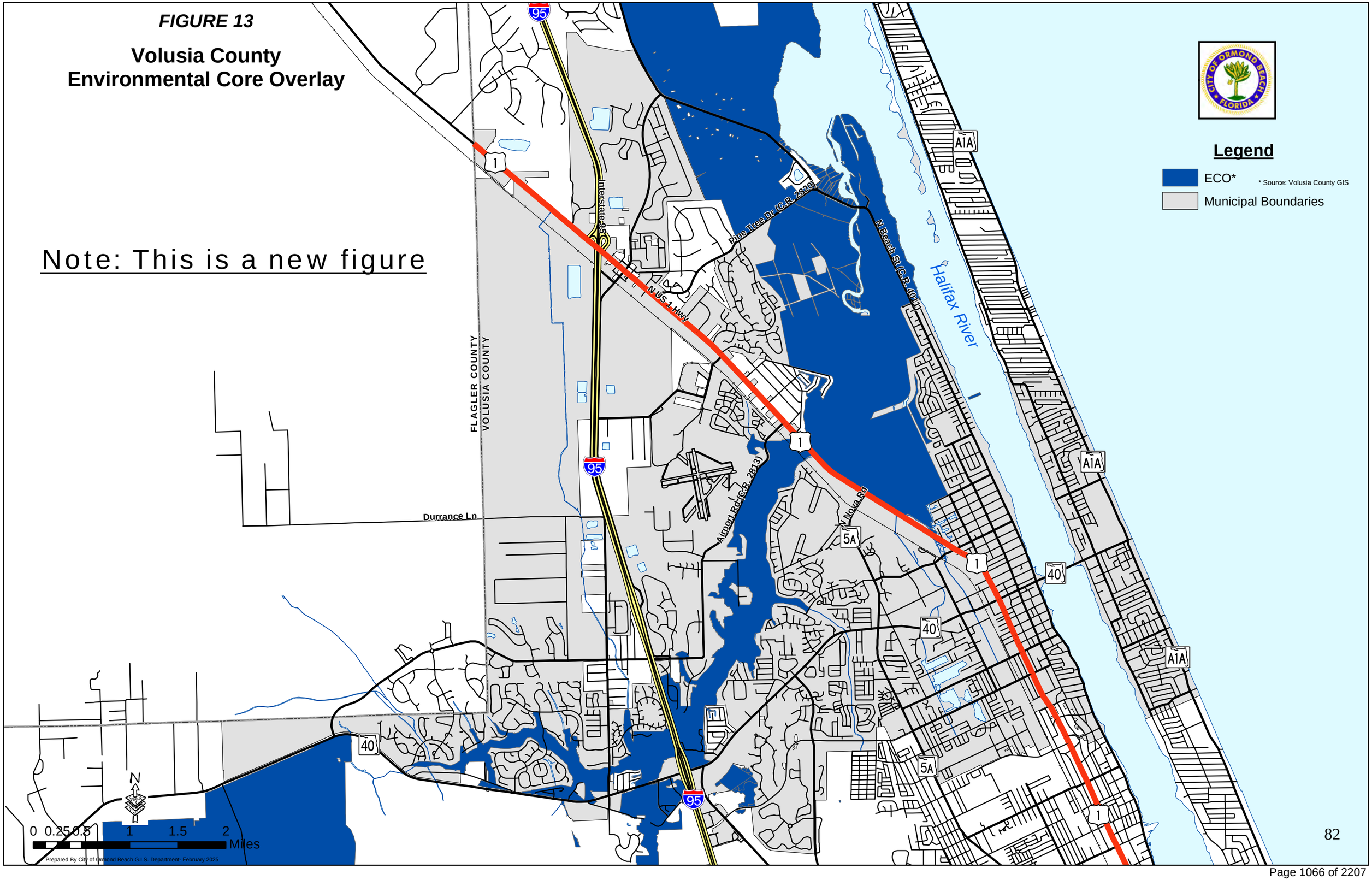
1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - February 2025

FIGURE 13

Volusia County
Environmental Core Overlay

Note: This is a new figure



New Page Added

TRANSPORTATION ELEMENT









~~TRANSPORTATION ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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TRANSPORTATION ELEMENT
GOALS, OBJECTIVES AND POLICIES

GENERAL STATEMENT

THE OBJECTIVES AND POLICIES PRESENTED IN THIS ELEMENT ARE BASED UPON THE 2008 EVALUATION APPRAISAL REPORT. THE CITY RECOGNIZES IT CAN NOT CONTINUE TO RELY ON INCREASING ROADWAY CAPACITY AS ITS SOLE TRANSPORTATION STRATEGY. TO THAT END, A MULTI-MODAL STRATEGY IS PRESENTED THAT PLACES GREATER EMPHASIS ON REDUCING VEHICLE MILES TRAVELED (VMT) THAN PROVIDING MORE ROADWAY SUPPLY. THIS STRATEGY PROVIDES FOR FUTURE ROADWAY CORRIDOR PRESERVATION, MORE EFFECTIVE ACCESS MANAGEMENT, GREATER EMPHASIS ON PEDESTRIANS AND BIKE TRAILS, AND IMPLEMENTATION OF SMART GROWTH DESIGN PRINCIPLES TO AREAS WHERE (RE) DEVELOPMENT SHOULD OCCUR BASED UPON CURRENT TRANSIT CORRIDORS.

WHILE THE CITY IS DESIGNATED A DENSE URBAN LAND AREA (DULA) AND IS EXEMPT FROM STATE TRANSPORTATION CONCURRENCY (TOP DOWN) CITYWIDE, THE CITY (BOTTOM UP) IS REQUIRING THAT TRANSPORTATION IMPACTS ON STATE, COUNTY AND CITY ROADWAYS BE MITIGATED EXCEPT FOR THE DOWNTOWN, AIA (SR 40 SOUTH TO THE CITY LINE), US 1 (FROM WILMETTE AVENUE SOUTH TO THE CITY LINE); AND SR 40 (FROM AIA TO I95). FOR THESE AREAS, VOTRAN PROVIDES CORE BUS SERVICE WHICH WILL BE ENHANCED THROUGH DEVELOPMENT AND (RE) DEVELOPMENT AT HIGHER DENSITIES AND INTENSITIES. DEVELOPMENT AT OR ABOVE THRESHOLDS RECOMMENDED BY VOTRAN TRANSIT DESIGN GUIDELINES SHALL BE REQUIRED TO MAKE TRANSIT FACILITY OR OPERATIONAL IMPROVEMENTS.

THROUGHOUT THE CITY LEVEL OF SERVICE (LOS) FOR PERCENTAGE OF SIDEWALK COVERAGE LINKING RESIDENTIAL AREAS TO DESTINATION POINTS AND TRANSIT STOPS WILL BE ESTABLISHED AND ADOPTED INTO THE COMPREHENSIVE PLAN BY JULY 2012. WHERE SIDEWALK LOS IS BELOW THE ADOPTED LOS, APPLICANTS FOR DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO CONSTRUCT OR PAY A FEE IN LIEU OF TO IMPROVE THE CURRENT SIDEWALK LOS TO THE ADOPTED LOS WITHIN THE ¼ MILE PEDESTRIAN SHED THAT SERVES THAT PARTICULAR DEVELOPMENT.

ORMOND BEACH DUE TO ITS SIZE AND LOCATION HAS A LIMITED ROLE IN DEVELOPING TRANSPORTATION DEMAND MANAGEMENT STRATEGIES, HOWEVER, THE CITY IS HOME TO MANY INDUSTRIAL USERS MOSTLY LOCATED ON US 1 BETWEEN WILMETTE AVENUE AND THE I95 INTERCHANGE THAT COULD BENEFIT FROM A PRIVATELY ORGANIZED TRANSPORTATION MANAGEMENT INITIATIVE (TMI) OPERATED THROUGH AN EXISTING ENTITY SUCH AS THE CHAMBER OF COMMERCE OR ECONOMIC DEVELOPMENT ORGANIZATION THAT COULD MARKET, ADVOCATE AND HOST TDM INITIATIVES.

GOAL 1. LAND USE

PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.

OBJECTIVE 1.1. STRATEGIC INTERMODAL SYSTEM

Protect Florida's Strategic Intermodal System (SIS) by preserving future Right-of-Way ~~ROW~~ corridors.

POLICY 1.1.1.

The City shall utilize ~~Map~~ Figure 1 entitled, "The Future Traffic Circulation Map" as well as Tables ~~6~~1 and ~~7~~2 of the ~~Future Land Use~~ Transportation Element for addressing its long-range transportation needs.

POLICY 1.1.2.

The Future Traffic Circulation Map shall be derived primarily through use of ~~MPO~~ the Transportation Planning Organization's travel demand forecast models, where applicable, and shall reflect the ~~of MPO~~ Transportation Planning Organization's Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies, and any future identified corridors. The Future Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five- and ten-year planning horizon.

POLICY 1.1.3.

The City shall utilize the long-range traffic circulation map for:

a. Review of all proposed development orders for consistency with the map;

b. Establishing the long range (20~~3~~45) level of service standards on major existing or future roadways by determining the resultant level of service on each roadway impacted by a project travel demand as determined using the ~~MPO~~ Transportation Planning Organization, or other travel demand forecasting models;

c. Reviewing all proposed capital projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and

d. Achieving consistency of this Comprehensive Plan where appropriate with: the long-range transportation plans of all local governments adjacent to Ormond Beach; the Florida Department of Transportation's ~~FDOT's~~ Transportation Plan and approved work program; and the ~~of MPO's~~ Transportation Planning Organization's transportation improvement plan.

OBJECTIVE 1.2. STUCTURE FREE RIGHT(S)-OF-WAY

The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 20~~3~~45.

POLICY 1.2.1.

The City shall adopt a major thoroughfare provision in the ~~LDC~~ Land Development Code which:

a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city;

b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida;

c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy ~~2~~1.2.2 below; and

d. Establishes procedures and guidelines for the appropriate amendment of the map.

POLICY 1.2.2.

A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of-way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to ~~insure~~ ensure compliance with long range level-of-service standards established by those policies within the Comprehensive Plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by ~~FDOT~~ the Florida Department of Transportation. Other uses, consistent with this Comprehensive Plan, may be considered within the protective right-of-way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right(s)-of-way protection ordinance may be dedicated to Ormond Beach during the development of a project. Dedication shall be accompanied with a Level 1 Environmental Audit of the ~~ROW~~ right-of-way dedicated or the parcel from which the ~~ROW~~ right-of-way was dedicated, whichever is appropriate. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy, "corridors" means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as:

1. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing.

2. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.

POLICY 1.2.3.

The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 2034<u>4</u>5 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but not be limited to:

1. The transfer of development right(s), which may be considered pursuant to <u>the</u> future land use policy from the area within a protected right-of-way to an area outside of the protected right-of-way on the same project site.
2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this Comprehensive Plan or contained in other local land development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.

~~POLICY 1.2.4.~~

~~Adopt a right-of-way reservation ordinance that requires the dedication to Ormond Beach as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s)-of-way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right-of-way shall be required upon issuance of the development order for any property encompassing said right-of-way. Appropriate access through reserved right-of-way as determined by Ormond Beach, will be permitted. Any such reservation of right-of-way for a particular transportation corridor~~

~~shall be effective for a period not to exceed five years from time of initial right-of-way reservation, unless the extends this five-year period in one-year increments not to exceed an additional five-year period.~~

~~POLICY 1.2.5.~~

~~The City shall provide, on an annual basis, and to the Florida Department of Transportation (FDOT) a listing of those State right(s)-of-way for which right-of-way protection or right-of-way reservation is in effect pursuant to the above policies, and for which level of service is worse than, or is projected within the next five years to decline to a level of service that is worse than the adopted level of service. Also, to coordinate with the Metropolitan Planning Organization and FDOT, so as to establish increased priorities for construction of improvements to such roadways based on enhanced availability facilitated by the City's plan and right-of-way protection or reservation ordinances.~~

~~POLICY 1.2.6.~~ POLICY 1.2.4.

Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

~~POLICY 1.2.7.~~ POLICY 1.2.5.

Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

~~POLICY 1.2.8.~~ POLICY 1.2.6.

All building setbacks shall be measured from the future right(s)-of-way line.

~~POLICY 1.2.9.~~ POLICY 1.2.7.

The impact of new and/or widened right(s)-of-way on existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.

~~POLICY 1.2.10.~~ POLICY 1.2.8.

No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Site Plan Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway as required in Table ~~6~~1, "Future Roadway Functional Classification."

OBJECTIVE 1.3. FUTURE ROADWAY FUNCTIONAL CLASSIFICATION SYSTEM

New streets and intersections shall be planned, designed, constructed and operated to be consistent with Tables ~~6~~1 and 2 of the Transportation Element ~~– Future Roadway Functional Classification System~~ as well as maximize safety and convenience.

POLICY 1.3.1.

All new streets shall be paved with a minimum paved driving surface to meet the requirements of the Land Development Code.

POLICY 1.3.2.

Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

POLICY 1.3.3.

Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

POLICY 1.3.4.

Implement traffic calming and other measures where needed to encourage motorists to drive with caution and consideration in residential communities.

POLICY 1.3.5.

Work with ~~FDOT~~ the Florida Department of Transportation to incorporate medians and separate turning lanes in the design or redesign of roadways having four or more travel lanes.

OBJECTIVE 1.4. ACCESS MANAGEMENT

Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.

POLICY 1.4.1.

All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location:

a. Traffic circulation and maneuvering shall be accomplished on-site;

b. Driveway entrances and exits shall be located as far as possible from street intersections;

c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification, unless specifically approved by the City Commission;

d. Interior throughways within parking areas shall be separated from parking aisle areas;

e. Peripheral outparcels designed for freestanding uses shall be integral parts of the total interior circulation system for a larger site;

f. Driveways should align with opposite driveways;

g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities;

h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic. Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need;

i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities;

j. Development proposals exceeding the thresholds established in the ~~2008~~ Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips;

k. Joint curb cuts with adjacent development parcels shall be provided where feasible;

l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians;

m. Reduce and consolidate private entrances, median crossovers, and similar disruptions to traffic flow;

n. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways;

o. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the Site Plan Review Committee ~~SPRC~~; and

p. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

~~Establish~~ Maintain Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mixed-use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

POLICY 1.5.1.

As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs):

a) A1A from SR 40 south to the city line;

b) SR 40 from A1A to Williamson Boulevard; and

c) US 1 from Wilmette Avenue south to the city line.

POLICY 1.5.2.

Development and redevelopment within designated Transportation Concurrency Exception Areas ~~TCEAs~~ are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6. of the Transportation Element and associated policies as well as transit design principles.

POLICY 1.5.3.

Development and redevelopment within Transportation Concurrency Exception Areas ~~TCEAs~~ shall enhance community design by incorporating the following mobility strategies:

a) Transportation demand management;

b) Transportation system management;

c) Alternative modes of transportation;

d) Land use densities and intensities to support alternative modes of transportation;

e) Mix of land uses;

f) Plans to maintain or improve connectivity between all modes of transportation; and

g) Transit and pedestrian-oriented design.

~~POLICY 1.5.4.~~

~~By July 2011, the City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County's Traffic Impact Assessment Guidelines which is applicable to the City's TCEAs.~~

~~POLICY 1.5.5.~~ POLICY 1.5.4.

The mobility fee(s) (transit, and non-motorized) which replace the local impact fee within the Transportation Concurrency Exception Areas ~~TCEAs~~ shall be maintained. ~~become effective on the effective date of the Comprehensive Plan. All three fees shall be assessed outside of the TCEAs.~~

~~POLICY 1.5.6.~~ POLICY 1.5.5.

A mix of residential and non-residential uses shall be encouraged in the Downtown Community Redevelopment Area ~~shall be required such that a minimum of 10 percent of the floor area of commercial/office uses shall be in the form of residential dwelling units~~. Residential units may be vertically or horizontally mixed with the non-residential portion of the development.

OBJECTIVE 1.6. MULTI-MODAL STRATEGIES

Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Downtown Community Redevelopment Area Plan.

POLICY 1.6.1.

Multi-Modal Corridors shall be established for roadway corridors which have at least three of the following characteristics:

a) Presence of transit;

b) Opportunities for redevelopment or infill development;

c) Downtown; and

d) Constrained roadways.

POLICY 1.6.2.

Transportation Concurrency Exception Areas ~~The TCEAs~~ identified on Figures 6 through 10 of the Future Land Use Element shall also be classified as Multi-Modal Corridors and all Multi-Modal strategies shall apply to the corridors.

POLICY 1.6.3.

The land use and transportation strategies that support and fund mobility are contained in the Ormond Beach Multi-Modal Strategy~~, October 2010~~, which is adopted and incorporated herein as part of the Comprehensive Plan, and shall be adhered to as it relates to the non-motorized and transit vision plans articulated therein.

POLICY 1.6.4.

~~Where d~~ Development proposals ~~that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and~~ located along the Multi-Modal Corridors ~~where current and projected 2017 level-of-service standards are currently met,~~ shall implement the following strategies ~~will be implemented~~:

a) Access management;

b) Bike facilities; ~~and~~

c) Sidewalk connectivity~~.~~; and

d) On or off-site transit facility improvements as recommended by Votran.

~~POLICY 1.6.5.~~

~~Where development proposals are consistent with the City's FLUM in terms of land use type and density and intensity, but are located along Multi-Modal Corridors where current and projected 2017 level-of-service standards will not be met, the following strategies will be implemented:~~

~~a) All of the strategies identified in policy 1.6.4.; and~~

~~b) On or off-site transit facility improvements as recommended by Votran.~~

~~POLICY 1.6.6.~~

~~Where development proposals require a comprehensive plan amendment in order to be consistent with the City's FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are currently met, the following strategies will be implemented:~~

~~a) All of the strategies identified in policy 1.6.4.;~~

~~b) All of the strategies identified in policy 1.6.5.; and~~

~~c) A negotiated contribution for operations to support existing or enhanced transit service.~~

~~POLICY 1.6.7.~~

~~The City shall not encourage development proposals that require comprehensive plan amendments in order to be consistent with the City's FLUM in terms of land use and~~

density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are not being met.

POLICY 1.6.8.

Until the completion of redevelopment plans for A1A and US 1, the City shall review and require development to comply with the standards contained in Votran's Transit Guidelines and to provide on-site and off-site transit improvements, as necessary.

POLICY 1.6.9.

Redevelopment plans on A1A and shall identify:

a) Areas where private investment supports efficient transit operations and related facilities shall be located;

b) Infrastructure needs;

c) Opportunities for density bonuses which shall not exceed the densities illustrated below, intensity transfers, affordable housing, and alternative forms of transportation to ensure level of service standards are maintained and improved;

Maximum Densities for A1A and US 1 TCEAs		
	Proposed	
Land Use Classification	**Density**	**FAR**
Low Density Residential	4.3 upa	0.2
Medium Density Residential	5-15 upa	0.3
Tourist Commercial	32	1.5
General Commercial	32	0.7
Heavy Commercial	18	0.8
Public Institutional	N/A	0.8
Recreation/Open Space	N/A	0.5

d. Land assembly opportunities; and

e. Public parking areas in lieu of private on-site parking.

POLICY 1.6.10. POLICY 1.6.5.

The City shall evaluate land use plan amendments for reductions in vehicle miles traveled along Multi-Modal Corridors in accordance with the City's adopted Multi-Modal Strategy.

POLICY 1.6.11. POLICY 1.6.6.

The City shall utilize enhanced access management strategies along the Multi-Modal Corridors to improve the efficiency of the corridors.

~~POLICY 1.6.12.~~ POLICY 1.6.7.

For all land use plan amendments, re-zonings, plats, and site plans where the development proposal exceeds the thresholds contained in Votran's Transit Guidelines, Votran shall be requested to review and provide the City and the applicant transit improvement options.

POLICY 1.6.8.

The City shall seek a redevelopment plan and implementing strategies to create a Community Redevelopment Area within the US Highway 1 (South Yonge Street) corridor.

~~POLICY 1.6.13.~~

~~The City shall adopt a redevelopment plan and implementing strategies for the US 1 CRA Corridor by December 2012 and for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into the comprehensive plan through an amendment to the comprehensive plan.~~

OBJECTIVE 1.7. ALTERNATIVE MODES OF TRANSPORTATION

The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.

~~POLICY 1.7.2.~~ POLICY 1.7.1.

Bike lanes and multimodal paths shall be established where feasible on one side of every arterial (except I-95) and collector street with sidewalks established on the opposite side of the street.

~~POLICY 1.7.3.~~ POLICY 1.7.2.

The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran's Transit Design Guidelines, as amended.

~~POLICY 1.7.4.~~ POLICY 1.7.3.

In order to promote pedestrian safety, pedestrian activated walk signals shall be incorporated at all signalized intersections in Downtown Ormond Beach, at beach access points and other appropriate areas as warranted.

~~POLICY 1.7.5.~~ POLICY 1.7.4.

The City shall continue to implement the ~~its adopted 2002~~ Sidewalk Master Plan and Bicycle Master Plan as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification. Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.

~~POLICY 1.7.6.~~ POLICY 1.7.5.

The City shall permit a payment in lieu of sidewalk construction for development if it is determined by the Site Plan Review Committee that the construction of the sidewalk is not feasible and that the need for a sidewalk is ~~much~~ greater in other areas of the city.

~~POLICY 1.7.7.~~ POLICY 1.7.6.

The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the ~~VTPO~~ Transportation Planning Organization for all elementary schools within the City through its annual sidewalk program.

~~POLICY 1.7.8.~~ POLICY 1.7.7.

The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation options including those benefits related to improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.

~~POLICY 1.7.9.~~ POLICY 1.7.8.

Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded ~~automobile and~~ automobile parking facilities.

~~POLICY 1.7.10~~ POLICY 1.7.9.

Encourage the use of alternative fuels for City vehicles, transit vehicles and as feasible, any other motor vehicles as a means for reducing greenhouse gas emissions and conserving energy.

POLICY 1.7.10.

The city shall prioritize the use of Complete Streets efforts as a method for planning, designing, redesigning, building, operating and maintain streets that enables safe access for all people who utilize roadways, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

OBJECTIVE 1.8. TRANSIT DESIGN PRINCIPLES

Integrate transit supportive design policies into the Land Development Code.

POLICY 1.8.1.

Reduce the amount of parking in new development and redevelopment by promoting and permitting the following strategies:

a) Shared parking between uses which have different peak parking characteristics;

b) Encouraging grass parking for low trip generating land uses; and

c) Accepting alternative parking demand ratios based upon parking studies.~~; and~~

~~d) Establishing parking maximum ratios of no more than 2.0 spaces per residential unit and 3 parking spaces/1000 square feet of office or retail floor area.~~

POLICY 1.8.2.

Financial and regulatory incentives within the Downtown Community Redevelopment Area shall be tailored to ~~favor~~ encourage single parcel and mixed-use developments. The City shall provide the following incentives to encourage a horizontal or vertical mixed-use component containing residential and non-residential uses:

a) Flexible parking requirements in accordance with Policy ~~7~~8.1.4 of the Future Land Use Element; and

b) Funding assistance through loans and grants through Tax Increment Financing.

c) Public, regional stormwater facilities in lieu of private individual site-specific storm water retention.

d) Administrative regulatory relief as it pertains to dimensional and yard standards.

POLICY 1.8.3.

To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20 percent~~%~~ for all development and redevelopment along a recognized Multi-Modal Corridor.

POLICY 1.8.4.

Provide bicycle parking and separate, high quality, pathway connections for pedestrians and bicycles between internal parts of a development as well as to adjacent parcels.

POLICY 1.8.5.

Applicants for individual development projects shall be encouraged ~~required~~ to fund and maintain continuity of off-site transit, roadways, circulation between adjacent parcels, and provide easements for trails, pathways, or sidewalks.

POLICY 1.8.6.

Sidewalks shall have direct connections between main building entry points and designated transit stops.

~~POLICY 1.8.7.~~

~~By July 2012, the City shall incorporate level of service standards for sidewalk coverage within Multi-Modal Corridors into the Comprehensive Plan to ensure connectivity exists between residential areas, shopping areas, public services, recreation, and transit stops.~~

GOAL 2. MITIGATION

ALL DEVELOPMENT AND REDEVELOPMENT OUTSIDE OF LOCALLY DESIGNATED TRANSPORTATION CONCURRENCY EXCEPTION AREAS ~~TCEA'S~~ SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.

OBJECTIVE 2.1. MITIGATION

All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City's Land Development Code and if required, transportation improvements to mitigate their impacts on the City's transportation system.

POLICY 2.1.1.

The City shall utilize ~~Volusia County Metropolitan~~ the Transportation Planning Organization's ~~(VCMPO)~~ Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.

POLICY 2.1.2.

New development shall construct that portion of any proposed road identified in the ~~Long Range~~ Future Traffic Circulation Map that abut or bisect their property and shall align new roads with existing and proposed facilities.

POLICY 2.1.3.

Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation contributions, bicycle trail construction, ~~TDM~~ Transportation Demand Management strategies, or other appropriate measures which reduce vehicle miles traveled.

POLICY 2.1.4.

The City shall adopt level of service standards adopted for roadways Citywide outside of the Transportation Concurrency Exception Areas ~~TCEAs~~ as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

POLICY 2.1.5.

The following major collector or higher classification roadways within the City are considered constrained for road widening purposes only by their respective jurisdiction.

Constrained Roads by Jurisdiction	City	County
SR 40 from Nova to A1A	X	
A1A from North City Line to SR 40	X	
A1A from SR 40 to South City line	X	
US 1 from Wilmette to the southern ~~e~~City line	X	
North and South Beach Street from ~~Big~~ Pine Tree Drive to the ~~e~~City line respectively		X

For the purposes of ~~p~~Policy 2.1.5., the following terms shall apply:

a. Road widening is defined as improvements made specifically to add traffic capacity to a road segment(s) which may or may not require additional right-of-way. Segments do not include intersections.

b. Road reconstruction is any improvement made to an existing substandard road in order to bring it up to adopted roadway standards.

c. Road efficiency improvements are those made to increase safety or efficiency of an existing intersection which may or may not require right-of-way.

Constrained roadways may be improved through road reconstruction or efficiency improvements.

GOAL 3. DECISION-MAKING AND DESIGN

TRANSPORTATION DECISION-MAKING AND DESIGN SHALL TAKE INTO CONSIDERATION THE PHYSICAL ENVIRONMENT THROUGH WHICH ROADWAYS PASS THROUGH.

OBJECTIVE 3.1. DESIGN

The transportation system shall be designed to: 1) be context sensitive, thereby improving integration of roads into the physical environment and community; and 2) promote aesthetics through the creation of overlay districts and the provision of appropriate landscaping of medians which will not adversely impact public safety.

POLICY 3.1.1.

Medians in subdivision roadways shall utilize drought resistant landscaping whenever possible. Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.

POLICY 3.1.2.

The City shall utilize Greenbelt and Gateway Preservation District Standards on selected major arterial and collector roadways leading into the City. Enhanced setback distances, building design and ground mounted signs shall be signature elements to creating attractive entranceways into the City.

POLICY 3.1.3.

The City shall not as a general policy, support improving roadway Level-of-Service ~~LOS~~, regardless of roadway jurisdiction, at the expense of reducing or eliminating landscaped medians, except for as approved by the City Commission.

POLICY 3.1.4.

The City shall formally recognize and provide appropriate protection for scenic highways and roadways.

POLICY 3.1.5.

The City shall assist the Corridor Management Entity to implement the vision statement within the adopted Corridor Management Plan of the Florida State designated Ormond Scenic Loop and Trail.

GOAL 4. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

IMPLEMENT TRANSPORTATION DEMAND MANAGEMENT STRATEGIES DESIGNED TO INCREASE TRANSPORTATION SYSTEM EFFICIENCY BY MANAGING THE DEMAND SIDE OF THE DEMAND/CAPACITY RELATIONSHIP THUS REDUCING TOTAL VEHICLE TRIPS.

OBJECTIVE 4.1. TRANSPORTATION DEMAND MANAGEMENT

Promote Transportation Demand Management (TDM) to support efficient use of the transportation and transit system.

POLICY 4.1.1.

Develop ~~TDM~~ Transportation Demand Management strategies and programs in cooperation with the ~~VCMPO~~ Transportation Planning Organization, ~~VOTRAN~~ Votran, ~~FDOT~~ the Florida Department of Transportation and other local jurisdictions.

POLICY 4.1.2.

Work with the School District, city residents, developers, homeowner associations and property management companies through residential based programs to promote the use of Votran, non-motorized travel, and other alternatives.

POLICY 4.1.3.

Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI) designed as an Employer Outreach Service to market ~~TDM~~ Transportation Demand Management programs, advocate transit improvements, and act as host of ridesharing databases for industrial concerns located at the City's Airport Business Park and Ormond Crossings.

POLICY 4.1.4.

Develop a multi-modal access guide providing concise information about how to use various travel modes to get to a particular destination. The multi-modal guide should include but shall not be limited to the following information:

a) Maps and graphics on how to use transit as well as walk and bicycle to a particular destination;

b) Transit information such as frequency, fares, routes, and schedules;

c) Contact information for transit providers, to include telephone numbers;

~~d) Contact information;~~

~~e~~ d) Times and distances for those walking from a transit stop to a particular destination such as the beach;

~~f~~ e) Information about other modes, such as schedules and contact information for airport service;

~~g~~ f) Information for people with disabilities, such as how to make transit access arrangements; and

~~h~~ g) Information on bicycle facilities, such as parking, at destinations.

POLICY 4.1.5.

Require all development and redevelopment to incorporate bicycle facilities such as bike racks into the overall design of the site and encourage ~~require all~~ developments which exceed the Votran Transit Guideline thresholds for review to also incorporate lockers and showers to support employees to walk or bicycle to and from work.

POLICY 4.1.6.

Require all applicants requesting a city approval whose development exceed the Votran Transit Guidelines thresholds to show evidence that they have analyzed and evaluated potential TDM strategies.

POLICY 4.1.7.

Require all development to provide sufficient provisions for connection to existing and proposed pedestrian facilities.

GOAL 5: ORMOND CROSSINGS ACTIVITY CENTER

THE ORMOND CROSSINGS ACTIVITY CENTER SHALL INCORPORATE A MOBILITY STRATEGY THAT ENSURES THAT A TRANSPORTATION NETWORK (ROAD, TRANSIT, TRAVEL DEMAND MANAGEMENT) IS IN PLACE TO FACILITATE AN ECONOMICALLY VIABLE COMPONENT OF THE CITY'S ECONOMIC DEVELOPMENT GOALS. THIS SHALL BE IMPLEMENTED THROUGH THE APPLICATION OF A TRANSPORTATION CONCURRENCY EXCEPTION AREA (TCEA) SO THAT MULTIPLE TRANSPORTATION MITIGATION SOLUTIONS THAT INCLUDE ROADWAY IMPROVEMENTS, MULTI-MODAL OPPORTUNITIES AND TRANSPORTATION DEMAND MANAGEMENT SYSTEMS CAN BE USED TO PROVIDE FOR A SUSTAINABLE TRANSPORTATION NETWORK.

OBJECTIVE 5.1. ORMOND CROSSINGS ACTIVITY CENTER TRANSPORTATION CONCURRENCY EXCEPTION AREA

Consistent with Section 163.3180, *Florida Statutes,* the City hereby establishes a Transportation Concurrency Exception Area (TCEA) for the Ormond Crossings Activity Center to support a mixed-use development and address redevelopment concerns by implementing a mobility strategy that addresses the impacts to the City and County road network, as well as emphasizing opportunities for transit-oriented design, integrated pedestrian and bicycle facilities, and transportation demand management strategies that mitigates for its impacts to the regional network.

POLICY 5.1.1.

The City has determined that it is good public policy to use multiple methods of transportation mitigation that can be developed through the Ormond Crossings Transportation Concurrency Exception Area ~~TCEA~~ since the associated mobility strategy addresses the impacts of a mixed-use Activity Center that is located within a Dense Urban Land Area as defined in Section 163.3164, *Florida Statutes,* and facilitates the implementation of the Ormond Crossings/North Mainland Community Redevelopment Master Plan.

POLICY 5.1.2.

The ~~City, working in coordination with the~~ Developer of the Ormond Crossings Activity Center, shall complete the mitigation measures set forth in Policy 5~~6~~.1.3. to ensure implementation of a mobility strategy that addresses the transportation impacts of the Ormond Crossings Activity Center project.

POLICY 5.1.3.

The City shall require that the Developer of the Ormond Crossings Activity Center mitigate for cross-jurisdictional transportation impacts in accordance with the standards established by the Volusia County Metropolitan Planning Organization as follows:

~~a. No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") $500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and/or paid for prior to July 31, 2013, instead of paying the $500,000 to the FDOT, the Developer shall apply the $500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the $500,000 shall be applied to improvements or operations that have the affect of reducing vehicle miles traveled from and to Ormond Crossings. In the event the $500,000 is paid to FDOT for the PD&E study, and Developers, builders or property owners at Ormond Crossings have paid or thereafter pay mobility fees that are collected for the purpose of funding state transportation improvements, including studies like the PD&E study, then the Developer may be entitled to mobility fee credits from the FDOT or the State of Florida.~~

~~b. Subject to approval of Volusia County (the "County"), the Developer shall upgrade the approximately 4.15-mile segment of Tymber Creek Road from Airport Road to the I-95 underpass near the project's northern boundary (the "Tymber Creek Road Upgrade"). The Tymber Creek Road Upgrade shall consist of upgrading and repaving Tymber Creek Road within the existing right-of-way to a standard 2-lane typical cross section acceptable to the County. "Upgrade" shall mean utilizing existing pavement and road base to the maximum extent possible and providing lane widths and shoulders meeting the County's currently adopted standards for a 2-lane undivided roadway. The Developer is not responsible for new drainage improvements, modifying existing turn lanes previously installed at the entrance to the Southern Pines subdivision or building sidewalks or bicycle trails along the roadway. The Tymber Creek Road Upgrade shall commence within 1-year of the first subdivision or site plan approval for the portion of Ormond Crossings that is located west of I-95 and shall be completed within 1-year from the date of commencement. If the County does not approve all or a portion of the roadway improvements as proposed in this paragraph, instead of completing those roadway improvements, the Developer shall make alternative related improvements or contributions to operations as provided for in paragraph 22 below.~~

~~c.~~

a. As a contribution to the future 4-laning of Tymber Creek Road from Peruvian Trail to Airport Road (the "Tymber Creek 4-laning"), the Developer shall defer its right to use or sell transportation impact fee credits to which it may be entitled in connection with the Tymber Creek Road Upgrade until the County has collected $3,500,000 of transportation impact fees in connection with building permits issued for construction at Ormond Crossings, provided the County agrees to escrow or otherwise earmark the

$3,500,000 to construct the Tymber Creek Road 4-laning when the County has acquired any necessary right-of-way, designed and permitted the Tymber Creek Road 4-laning and has sufficient additional funds available, if additional funds are needed, to construct that roadway improvement. Developer's agreement to defer the use or sale of transportation impact fee credits shall not reduce the amount of transportation impact fee credits to which the Developer may be entitled pursuant to the applicable County ordinance or a separate agreement between the Developer and Volusia County.

~~d.~~

b. The Developer, the City and the North Mainland/Ormond Crossings Community Redevelopment Area ~~CRA~~ Authority ("CRA Authority") shall pursue the design and construction of Crossings Boulevard, including the overpass of I-95, to address the conditions of blight identified in the Master Redevelopment Plan North Mainland CRA~~, dated March 2005~~. A portion of the funding for the improvement shall be generated through the use of tax increment financing ~~funds~~ ("TIF") funds and a portion shall be provided by the Developer or generated by the proposed Ormond Crossings Community Development District (CDD) through the use of special assessment bonds.

~~e.~~

c. The segment of Crossings Boulevard from US-1, including a railroad fly-over, to a round-about will be part of Ormond Crossings Phase A ("Segment 1"). The Developer shall design and permit Segment 1 and the Developer or the Community Development District ~~CDD~~ shall loan sufficient funds to the Community Redevelopment Area ~~CRA~~ Authority (the "Segment 1 Loan") so the Community Redevelopment Area ~~CRA~~ Authority can commence construction of Segment 1 within 5 years after the Phase A plat is recorded. The terms and conditions of the Segment 1 Loan shall be provided for in a separate agreement between the Developer or the Community Development District ~~CDD~~ and the Community Redevelopment Area ~~CRA~~ Authority, provided that regardless of the amount of the loan to the Community Redevelopment Area ~~CRA~~ Authority, repayment, including reimbursement of the lender's cost of money, shall be limited to the extent that the County's contribution of tax increment financing ~~TIF~~ shall be limited to $4,000,000 and the City's contribution shall be limited to $8,000,000, totaling a maximum contribution of $12,000,000. Segment 1 shall be designed and constructed as a 4-lane divided roadway with landscaped medians. The roadway shall be completed prior to the project exceeding 2,017 net peak-hour external trips.

~~f.~~

d. Crossings Boulevard shall be extended from Segment 1, including an I-95 fly-over, to connect to an internal roadway within Ormond Crossings, west of I-95 ("Segment 2"). The Developer or the Community Development District ~~CDD~~ shall commence design and permitting of Segment 2 at such time as the Community Redevelopment Area ~~CRA~~ Authority provides written notice that it can reasonably foresee having the ability, within 2 years, to repay the Segment 1 Loan. The Developer or the Community Development District ~~CDD~~ shall proceed with the construction of Segment 2 upon

repayment of the Segment 2 Loan or as soon as the design and permitting of Segment 2 are completed, whichever is later. Segment 2 shall be designed and constructed as a 2-lane undivided roadway, but the Developer shall provide sufficient right-of-way to accommodate widening to a 4-lane divided cross section in the future. The roadway shall be completed prior to the project exceeding 4,000 net peak-hour external trips.

~~g.~~

e. The Developer shall construct or cause a successor developer or developers to construct an internal roadway system that provides a connection from the terminus of Segment 2 to US-1, northwest of its interchange with I-95. That roadway connection to US-1 shall be completed prior to buildout of 1,000 residential units at Ormond Crossings.

~~h.~~

f. Within 6 months following commencement of construction of Segment 1 by the Community Redevelopment Area ~~CRA~~ Authority, the Developer or the Community Development District ~~CDD~~ shall commence construction of a road segment from the point of terminus of Segment 1 northward to connect to Tymber Creek Road via an I-95 underpass (the "East-West Connector Road"). The East-West Connector Road shall be completed within 1 year following commencement or when Segment 1 is completed, whichever is later.

~~i. The Developer shall install a traffic signal at US-1 and Broadway Avenue and turn lane improvements (the "Broadway Signal and Turn Lanes"). The Broadway Turn Lane improvements shall consist of an eastbound left-turn lane, through lane, and right-turn lane on Broadway Avenue at US 1 and a southbound right-turn lane on US-1 at Broadway Avenue. The Turn Lane improvements shall be constructed prior to the eastbound (Broadway Avenue) approach traffic exceeding 53 vehicles during the eight highest hours of an average weekday, as documented in the Annual Report. The Broadway Signal shall be installed within one year of when the eastbound (Broadway Avenue) approach traffic meets traffic signal warrants based on FDOT study procedures.~~

~~j.~~

g. The Developer shall install a traffic signal and additional turn lanes at US-1 and Hull Road (the "Hull Road Signal and Turn Lanes"). The Hull Road Signal and Turn Lanes shall consist of a southbound right-turn lane at Hull Road, extension of the northbound (US-1) left-turn lane to 600 feet, and signalization. Construction shall be completed by December 31, 2012, provided that if the traffic signal is not warranted or if there have been no certificates of occupancy issued within Ormond Crossings by then, the Hull Road Signal and Turn Lanes shall be installed and constructed within 1-year following the date the traffic signal is warranted or the first certificate of occupancy has been issued, whichever is later.

~~k.~~

h. The Developer shall install the Broadway Signal as specified in number 9 above. The Developer shall also install traffic signals at the entrances to Ormond Crossings from north and south of the I-95 interchange when traffic meets the traffic signal warrants based on the ~~FDOT~~ Florida Department of Transportation study procedures. Concurrently with the installation of each of those three signals, the Developer shall also install communication cable connecting the new traffic signals to adjacent traffic signals within 0.5 mile along US-1. Within 6 months following a request from the City or County, but not later than December 31, 2020, the Developer shall provide the City with a timing study for the traffic signals on US-1 from the traffic signals on from the northern entrance to Ormond Crossings on US-1 to the southern entrance on at Crossing Boulevard/Pine Tree Road.

~~l.~~

i. Prior to the project exceeding 2,275 net external peak-hour trips, the Developer shall complete the following improvements at the I-95/US-1 interchange:

1. At the I-95 southbound ramps, add a second southbound I-95 to southbound US-1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet.
2. At the I-95 northbound ramps, add a second, I-95 northbound to US -1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet.
3. In the event adjustments to existing traffic signals are necessary with the ramp improvements, the Developer shall make those adjustments but shall not be required to upgrade the signals with mast arms.

~~m.~~

j. All roadways within Ormond Crossings shall be designed and constructed in accordance with applicable standards of the ~~FDOT~~ Florida Department of Transportation, the County or the City, depending on the agency responsible for the particular roadway. All site plan and site-specific development issues shall be addressed in the Planned Mixed-Use Development ~~PMUD~~ and as part of the subdivision and site plan review processes to ensure compliance with the City's Comprehensive Plan. The Developer shall be responsible for construction of new roadways and improvements, based on the City's local road design standards, to portions of Pineland Trail and Harmony Avenue that are within or bordering Ormond Crossings, which will be reviewed and approved through the Planned Mixed-Use Development ~~PMUD~~ and site plan processes to insure compliance with the City's requirements. The layout, design and roadway construction standards shall be determined by City staff in accordance with the typical City roadway details during the rezoning and development approval processes. The Developer has a right under the Planned Mixed-Use Development (PMUD) zoning process to request waivers and alternative design standards as prescribed by the City's Land Development Code or as may be provided for in the Planned Mixed-Use Development ~~PMUD~~. If increased

roadway capacity resulting from improvements by the Developer to City streets or roadways is not all required for project related traffic, the Developer or assignee may be entitled to credits for transportation impact fees due to the City in connection with construction within the project. Any transportation impact fee credits shall be determined in accordance with the provisions of the City's impact fee ordinance or separate agreement between the Developer and the City.

~~n.~~

k. Except as provided for herein with respect to Crossings Boulevard or hereafter specifically agreed in writing, the City and the entity with jurisdiction over the facilities have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements for Ormond Crossings.

~~o.~~

l. In order to provide safe access and preserve operational capacity, left and right turn deceleration lanes shall be installed by the Developer at all entrances to Ormond Crossings on collector and arterial roadways, as determined by the appropriate maintaining agency. Pedestrian and transit considerations shall be considered in the design. The Developer and the appropriate maintaining agency shall confirm the need for and the cost of signalization at the entrances to Ormond Crossings consistent with policies of the appropriate governmental entity and when nationally recognized warrants (Federal Highway Administration's ~~FHWA's~~ Manual of Uniform Traffic Control Devices) are met. Signal costs at entrances to Ormond Crossings are the financial responsibility of the Developer through buildout of the project.

~~p.~~

m. As part of the Ormond Crossings Activity Center mobility strategy, the City will emphasize the use of a multi-modal transportation district for the project and surrounding area that includes, but is not limited to transit services, facilities and amenities as well as transit-oriented development practices and principles to accommodate growth in the area. Ormond Crossings shall adhere to transit-oriented development design principles and concepts within an area appropriate for future transit (see "Accessing Transit, design handbook for Florida Bus Passenger Facilities," ~~FDOT~~ Florida Department of Transportation~~, Version II 2008~~). The Developer shall provide annual reports based on methodology acceptable to the City. The City shall use the annual reports to determine if changes to the transportation demand management or multimodal system are warranted. The City shall provide the annual reports to Volusia County and Votran to ensure a coordinated effort for the multimodal improvements and operations. Prior to the issuance of the first certificate of occupancy, the Developer shall enter into an agreement which addresses roadway and transit capital, operations and maintenance funding. This agreement shall be reviewed and updated five years after the original approval by the City and Votran, and thereafter shall be reviewed and updated as part of the annual reports required as part of the Activity Center designation.

~~q.~~

n. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide the following bicycle and pedestrian systems:

1. The on-site bicycle systems shall be connected into any adjacent external bicycle systems existing at the time of construction;
2. Covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable;
3. In all areas of Ormond Crossings where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes will be installed;
4. Connections for bicyclists and pedestrians shall be provided between residential neighborhoods, employment centers and commercial areas to the maximum extent practical;
5. Bicycle support facilities ~~(e.g., parking and lockers)~~ shall be provided at commercial areas and all work areas.

~~r.~~

o. The following transit related actions are required:

1. Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of transit service to the site as determined by the City in consultation with Votran;
2. Transit pull-out bays and transit shelters as required by the City in consultation with Votran shall be constructed on-site by the Developer;
3. A site shall be provided for multiple future transit stops to accommodate buses at a location determined by the City in consultation with Votran and the Developer at the time of site plan approval;
4. At the City's request, the Developer shall enter into an agreement with the City in consultation with Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered walkways and their location on the site, the size of a future transit super-stop if determined by the City to be appropriate for the estimated ridership, and the viability of a Community Development District ~~CDD~~ operated internal tram system to provide transportation to destinations and transit stops within the project; and
5. When studies are conducted to implement bus service, the Developer shall fully cooperate with the City in donating necessary right-of-way that may be necessary for the route, transit stations, park & ride facilities and other accoutrements deemed warranted by Votran, in consultation with the City.

~~s.~~

p. Developer shall promote and encourage variable work hours and flextime participation by on-site employers. The Developer, employers and owners shall make known to tenants and residents that Ormond Crossings has access to an existing ride-sharing program operated by Votran. Transit and current ride-sharing information shall be prominently displayed in all public gathering areas, in employment centers and other areas as suggested by Votran and the City. Transit access on public rights-of-way, if necessary, shall be provided to meet Votran specifications to facilitate transit to the site. To reduce peak hour trips, the Developer (Community Development District ~~CDD~~ or property owners' associations) may designate a part-time ride sharing coordinator who is responsible for working with the area transit provider, conducting employee ridesharing campaigns within the project, publicity, processing applications, and distribution information (including transit information).

~~t.~~

q. The Developer shall coordinate with the City, Votran, the Community Development District ~~CDD~~, and any property owners' associations to ensure the provision of park and ride spaces onsite and construct an area for use as a rideshare lot to lessen the overall impacts on regional roadways. Spaces for at least 200 vehicles shall be provided and may be shared with parking for commercial land uses. The park and ride spaces shall be proximate to the bus transit stops when established. Park and ride spaces shall be aggregated into groupings of not less than 25 spaces per designated park and ride area, which shall be indicated with appropriate signage. The Developer shall coordinate with the City and Votran to accomplish these requirements at the time of site development.

~~u.~~

r. In order to minimize impacts to the roadway network, roads within Ormond Crossings shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City. The project will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the appropriate local government.

~~v.~~

s. The transportation mitigation projects and other mitigation activities to reduce vehicle miles traveled from and to Ormond Crossings are sufficient for the impacts of the project, including impacts on Volusia County roadways. The City hereby acknowledges and agrees that by complying with the provisions of this mitigation strategy, the Developer shall be entitled to fully and completely develop Ormond Crossings without further transportation improvements. If any of the transportation mitigation projects are unnecessary because they were or are being undertaken by a third party or are not possible because they are not approved by the entity with jurisdiction or for any other reason, the Developer shall make alternative traffic related improvements or contributions to operations that have the affect of reducing vehicle

miles traveled from and to Ormond Crossings as directed by the City, provided that any alternative mitigation of offsite transportation impacts shall not exceed the cost of the individual transportation mitigation projects being replaced.

POLICY 5.1.4.

The City and Volusia County shall use the Traffic Impact Assessment Guidelines and Methodology approved by the ~~Volusia County Metropolitan~~ Transportation Planning Organization ~~(VCMPO)~~ as the principal method of assessing the impacts of the Ormond Crossings project on the local and county road networks. The Developer, the City, and Volusia County agree that the mitigation projects identified in Policy 5~~6~~.1.3. constitute a reasonable mitigation solution pursuant to the Transportation Planning Organization ~~VCMPO~~ cross jurisdictional impact guidelines and the mobility strategy implemented as part of the Ormond Crossings Activity Center Transportation Concurrency Exception Area ~~TCEA~~. The successful completion of the improvements identified in Policy 5~~6~~.1.3. addresses the impacts from the project and thereby exempts the project from any and all additional extra-jurisdictional analysis and mitigation not otherwise identified herein.

OBJECTIVE 5.2. PUBLIC INFRASTRUCTURE AND FACILITIES

The Ormond Crossings Activity Center project provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service or the requirements of the City's Mobility Plan as established in this Comprehensive Plan.

POLICY 5.2.1.

The City shall utilize an annual monitoring process to analyze, and where necessary, amend the Capital Improvement Element ~~CIE~~ and other related elements, to ensure that public infrastructure and facilities are in place or have a financially feasible commitment to construct the infrastructure or facilities in order to assure adherence to the City's mobility strategies for the Ormond Crossings Activity Center.

POLICY 5.2.2.

As part of the implementation of the Ormond Crossings/North Mainland Community Redevelopment Area ~~CRA~~ Master Plan and the Ormond Crossings Transportation Concurrency Exception Area ~~TCEA~~ mobility strategies, the City shall establish in the Ormond Crossings Activity Center a principal arterial roadway, to be known as Crossings Boulevard, which will provide for accessibility between residential, commerce center, retail and service land uses.

TABLE 6 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION

Page 1 of 2

Street	SEGMENT From	SEGMENT To	Functional Classification	No. of Lanes	Type of Facility
I-95	North City Limits	South City Limits	Principal Arterial	6	Divided-Limited Access
US 1	North City Limits	South City Limits	Principal Arterial	6	Divided
Nova Road	US 1	Wilmette	Principal Arterial	4	Divided
Nova Road	Wilmette	South City Limits	Principal Arterial	6	Divided
SR 40	Williamson Blvd.	West City Limits	Principal Arterial	6	Divided
SR 40 (Granada)	US 1	Williamson Blvd.	Principal Arterial	4	Divided
SR 40	A-1-A	John Anderson	Minor Arterial	4	Undivided
SR 40	John Anderson	Beach Street	Minor Arterial	4	Divided
SR 40	Beach Street	US 1	Minor Arterial	5	Undivided
SR A-1-A	SR 40	South City Limits	Principal Arterial	4	Divided
SR A-1-A	SR 40	North City Limits	Minor Arterial	2	Undivided
Clyde Morris Boulevard	SR 40	South City Limits	Minor Arterial	4	Divided
Beach Street	SR 40	South City Limits	Minor Arterial	2	Undivided
Beach Street	SR 40	North City Limits	Major Collector	2	Undivided
Airport Road	US 1	Tymber Creek Road	Minor Arterial	2	Undivided
Airport Road	Tymber Creek Road	SR 40	Minor Arterial	2	Undivided
Williamson	SR 40	South City Limits	Minor Arterial	4	Divided
Tymber Creek Road	Airport Road	South City Limits	Minor Arterial	4	Divided
Tymber Creek Road (CR 2013)	Airport Road	US 1	Minor Arterial	4	Divided
Ormond Crossing Boulevard	US 1	Tymber Creek Road	Minor Arterial	2	Undivided
Amsden Road	John Anderson Drive	SR A-1-A	Minor Collector	2	Undivided
Halifax Drive	John Anderson Drive	Fluhart Drive	Major Collector	2	Undivided
Riverside Drive	Fluhart Drive	South City Limits	Major Collector	2	Undivided
Riverbeach Drive	Riverside Drive	SR A-1-A	Major Collector	2	Undivided
Harvard Drive	Riverside Drive	SR A-1-A	Major Collector	2	Undivided
Neptune Avenue	John Anderson Drive	SR A-1-A	Major Collector	2	Undivided
Sanchez Avenue	Yonge Street	Beach Street	Major Collector	2	Undivided
Wilmette Avenue	Nova Road	Beach Street	Major Collector	2	Undivided
Yonge Street	US 1	Sanchez Avenue	Major Collector	2	Undivided
Domicilio	Northbrook	Beach Street	Major Collector	2	Undivided

Page 2 of 2

Street	SEGMENT From	To	Functional Classification	No. of Lanes	Type of Facility
Center Street	Wilmette	South City Limits	Minor Collector	2	Undivided
Orchard Street	N. of Sterthaus	Hand Avenue	Major Collector	2	Undivided
Tomoka	SR 40	Beach Street	Minor Collector	2	Undivided
Ormond Parkway	SR A-1-A	Halifax Drive	Minor Collector	2	Undivided
Kings Road	Nova Road	Division	Minor Collector	2	Undivided
Sterthaus	Orchard	Nova Road	Minor Collector	2	Undivided
The Main Trail	Nova Road	SR 40	Minor Collector	2	Divided
Hammock Lane	Kings Road	Orchard	Minor Collector	2	Undivided
Sunshine Boulevard	Airport Road	Tower Circle	Minor Collector	2	Undivided
Runway Drive Extension	W. Tower Circle	Pineland Trail	Minor Collector	2	Undivided
Fluhart	Riverside Drive	Halifax	Major Collector	2	Undivided
Pineland Trail	Airport Road	US 1	Minor Arterial	2	Undivided
Ridgewood	Domicilio	Hand Avenue	Major Collector	2	Undivided
Division	Nova Road	Beach Street	Major Collector	2	Undivided
Hull Road	US 1	Pineland Trail	Major Collector	2	Undivided
Hand Avenue	Nova Road	S. Tymber Creek Ext.	Minor Collector	4	Divided
New Collector	Airport Road	Pineland Trail	Major Collector	2	Undivided
Shadow Crossings Coll.	SR 40	Airport Road	Minor Collector	2	Divided
South St. Andrews Drive	Rio Pinar Drive	North St. Andrews Drive	Minor Collector	2	Undivided
Rio Pinar Drive	South St. Andrews Drive	North St Andrews Drive	Minor Collector	2	Undivided
North St. Andrews Drive	Rio Pinar Drive	S. St. Andrews Dr.	Minor Collector	2	Undivided
Tomoka Oaks Boulevard	South St. Andrews Dr.	Nova Road	Minor Collector	2	Divided
Lincoln Avenue	Orchard Street	US 1	Minor Collector	2	Undivided
Thompson Creek Road	Lincoln Avenue	Division Avenue	Minor Collector	2	Undivided
Fleming Avenue	Nova Road	West of F.E.C.R.R.	Minor Collector	2	Undivided
Fleming Avenue	East of F.E.C.R.R.	Beach Street	Minor Collector	2	Undivided
Ann Rustin	Halifax	SR A-1-A	Minor Collector	2	Undivided
Standish	John Anderson	SR A-1-A	Minor Collector	2	Undivided
Rio Pinar Trail	South St. Andrews Dr.	The Main Trail	Subdivision Feeder	2	Undivided
Iroquois Trail	South St. Andrews Dr.	The Main Trail	Subdivision Feeder	2	Undivided
Hand Avenue	Ridgewood	Nova Road	Major Collector	2	Undivided
Crossings Boulevard	US 1 (east of I-95)	East-west Road	Principal Arterial	4	Divided
Crossings Boulevard	East-west Road	Tymber Creek	Major Collector	2	Divided
Plantation Oaks Boulevard	Old Dixie Highway	US 1	Major Collector	2	Undivided

TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 1 OF 3

Roadway Name	Segment		Roadway Maintaining Agency	Functional Classification	Number of Lanes	Type of Facility
	From	To				
I-95	North City Limits	South City Limits	FDOT	Principal Arterial	6	Divided-Limited Access
US 1	North City Limits	South City Limits	FDOT	Principal Arterial	6	Divided
SR 5A (Nova Road)	US 1	Wilmette	FDOT	Principal Arterial	4	Divided
SR 5A (Nova Road)	Wilmette	South City Limits	FDOT	Principal Arterial	6	Divided
SR 40 (Granada Boulevard)	Williamson Boulevard	West City Limits	FDOT	Principal Arterial	6	Divided
SR 40 (Granada Boulevard)	US 1	Williamson Boulevard	FDOT	Principal Arterial	4	Divided
SR 40 (Granada Boulevard)	A-1-A	John Anderson	FDOT	Minor Arterial	4	Undivided
SR 40 (Granada Boulevard)	John Anderson Drive	Beach Street	FDOT	Minor Arterial	4	Divided
SR 40 (Granada Boulevard)	Beach Street	US 1	FDOT	Minor Arterial	5	Undivided
SR A-1-A (South Atlantic Avenue)	SR 40	South City Limits	FDOT	Principal Arterial	4	Divided
SR A-1-A (Ocean Shore Boulevard)	SR 40	North City Limits	FDOT	Minor Arterial	2	Undivided
Airport Road	US 1	Tymber Creek Road	County	Minor Arterial	2	Undivided
Beach Street	SR 40	South City Limits	County	Minor Arterial	2	Undivided
Beach Street	SR 40	North City Limits	County	Major Collector	2	Undivided
Clyde Morris Boulevard	SR 40	South City Limits	County	Minor Arterial	4	Divided
Hand Avenue	Nova Road	S. Tymber Creek Ext.	County	Minor Collector	4	Divided
Tymber Creek Road (CR 2013)	Airport Road	US 1	County	Minor Arterial	4	Divided
Williamson Boulevard	SR 40	South City Limits	County	Minor Arterial	4	Divided
Airport Road	Tymber Creek Road	SR 40	City	Minor Arterial	2	Undivided
Amsden Road	John Anderson Drive	SR A-1-A	City	Minor Arterial	4	Divided
Ann Rustin Drive	Halifax	SR A-1-A	City	Minor Arterial	2	Undivided
Center Street	Wilmette Avenue	South City Limits	City	Minor Collector	2	Undivided
Crossings Boulevard	US 1 (east of I-95)	East-west Road	City	Major Collector	2	Undivided
Crossings Boulevard	East-west Road	Tymber Creek Road	City	Major Collector	2	Undivided
Division Avenue	Nova Road	Beach Street	City	Major Collector	2	Undivided

TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 2 OF 3

Roadway Name	Segment		Roadway Maintaining Agency	Functional Classification	Number of Lanes	Type of Facility
	From	To				
Fleming Avenue	Nova Road	West of F.E.C.R.R.	City	Major Collector	2	Undivided
Fleming Avenue	East of F.E.C.R.R.	Beach Street	City	Major Collector	2	Undivided
Fluhart Drive	Riverside Drive	Halifax Drive	City	Major Collector	2	Undivided
Halifax Drive	John Anderson Drive	Fluhart Drive	City	Major Collector	2	Undivided
Hammock Lane	Kings Road	Orchard	City	Major Collector	2	Undivided
Hand Avenue	Ridgewood Avenue	Nova Road	City	Minor Collector	2	Undivided
Harvard Drive	Riverside Drive	SR A-1-A	City	Major Collector	2	Undivided
Hull Road	US 1	Pineland Trail	City	Minor Collector	2	Undivided
Iroquois Trail	South St. Andrews Dr.	The Main Trail	City	Minor Collector	2	Undivided
Kings Road	Nova Road	Division Avenue	City	Minor Collector	2	Undivided
Lincoln Avenue	Orchard Street	US 1	City	Minor Collector	2	Undivided
Neptune Avenue	John Anderson Drive	SR A-1-A	City	Minor Collector	2	Divided
New Collector	Airport Road	Pineland Trail	City	Minor Collector	2	Undivided
North St. Andrews Drive	Rio Pinar Drive	S. St. Andrews Dr.	City	Minor Collector	2	Undivided
Orchard Street	N. of Sterthaus Drive	Hand Avenue	City	Minor Collector	2	Undivided
Ormond Crossing Boulevard	US 1	Tymber Creek Road	City	Major Collector	2	Undivided
Ormond Parkway	SR A-1-A	Halifax Drive	City	Minor Arterial	2	Undivided
Pineland Trail	Airport Road	US 1	City	Major Collector	2	Undivided
Plantation Oaks Boulevard	Old Dixie Highway	US 1	City	Major Collector	2	Undivided
Ridgewood Avenue	Domicilio Avenue	Hand Avenue	City	Major Collector	2	Undivided
Rio Pinar Drive	South St. Andrews Drive	North St Andrews Drive	City	Major Collector	2	Undivided
Rio Pinar Trail	South St. Andrews	The Main Trail	City	Minor Collector	2	Divided
Riverbeach Drive	Riverside Drive	SR A-1-A	City	Minor Collector	2	Undivided
Riverside Drive	Fluhart Drive	South City Limits	City	Minor Collector	2	Undivided
Runway Drive Extension	W. Tower Circle	Pineland Trail	City	Minor Collector	2	Undivided

TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 3 OF 3

Roadway Name	Segment		Roadway Maintaining Agency	Functional Classification	Number of Lanes	Type of Facility
	From	To				
Sanchez Avenue	Yonge Street	Beach Street	City	Minor Collector	2	Divided
Shadow Crossings Boulevard	SR 40	Airport Road	City	Minor Collector	2	Undivided
South St. Andrews Drive	Rio Pinar Drive	North St. Andrews Drive	City	Minor Collector	2	Undivided
Standish Drive	John Anderson Drive	SR A-1-A	City	Minor Collector	2	Undivided
Sterthaus Drive	Orchard Street	Nova Road	City	Minor Collector	2	Undivided
Sunshine Boulevard	Airport Road	Tower Circle	City	Minor Collector	2	Undivided
The Main Trail	Nova Road	SR 40	City	Minor Collector	2	Undivided
Thompson Creek Road	Lincoln Avenue	Division Avenue	City	Subdivision Feeder	2	Undivided
Tomoka Avenue	SR 40	Beach Street	City	Subdivision Feeder	2	Undivided
Tomoka Oaks Boulevard	South St. Andrews Dr.	Nova Road	City	Major Collector	2	Undivided
Tymber Creek Road	Airport Road	South City Limits	City	Principal Arterial	4	Divided
Wilmette Avenue	Nova Road	Beach Street	City	Major Collector	2	Divided
Yonge Street	US 1	Sanchez Avenue	City	Major Collector	2	Undivided

TABLE 2 - ROADWAY DESIGN STANDARDS

Type of Street	Minimum Right-of-Way Width	Lane Width	No. of Lanes	Drainage Structure	ADT Served	Sidewalk/ Bikeway*	Intersects with	Land Access
Principal Arterial	120'-300'	12'	4-6	Curb & Gutter (urban) Swale (rural)	15,000 +	Yes	Minor Arterials, Major Collectors, Minor Collectors	Limited to Major Trip Generators
Minor Arterial	120'	12'	2-5	Curb & Gutter (urban) Swale (rural)	10,000 - 30,000	Yes	Principal Arterials, Major Collectors, Minor Collectors	Limited to Major Trip Generators
Major Collector	80'	12'	2-4	Curb & Gutter	3,000 - 12,000	Yes	Principal Arterials, Minor Arterials, Minor Collectors	Limited Direct Access
Minor Collector	60'-80'	12'	2-4	Miami Curb	1,500 - 3,000	Yes	Subdivision Feeders, Major Collectors, Arterials	Limited Direct Access
Subdivision Feeder	60'	11'	2	Miami Curb	500 - 1,500	Yes	Local Access, Minor Collectors, Cul-de-Sacs	Direct Access
Local Access	50'	10'	2'	Miami Curb	500	Yes	Subdivision Feeders, Minor Collectors, Cul-de-Sacs	Direct Access
Cul-de-Sacs	50'	10'	2	Miami Curb	Less than 200	No	Local Access, Subdivision Feeder	Direct Access

- Sidewalks shall have a minimum width of five feet. Bikeways shall consist of either bicycle lanes or bicycle paths. Bicycle lanes at the edge of streets shall have a minimum paved width of four feet in each direction. Bicycle paths separated from the street shall have a minimum paved width of five feet for one-way traffic and ten feet for two-way traffic.

Source: Harland Bartholemew & Associates, Inc.

Note: Map updated from 2025 Comprehensive Plan

FIGURE 1

City of Ormond Beach Future Traffic Circulation Map

LEGEND

CLASSIFICATION

- PRINCIPAL ARTERIAL (ROW 120' - 130')
- MINOR ARTERIAL (ROW 120')
- MINOR ARTERIAL - CORRIDOR (UNIMPROVED)
- MAJOR COLLECTOR (ROW 80')
- MINOR COLLECTOR (ROW 60' - 80')
- MINOR COLLECTOR - CORRIDOR (UNIMPROVED)
- SUBDIVISION FEEDER (ROW 60')
- ORMOND BEACH

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach
G.I.S. Department - December 20, 2024



Note: Map updated from 2025 Comprehensive Plan
FIGURE 2
City of Ormond Beach
Adopted Level Of Service Standards Map
Legend
Allowable LOSS
C
D
E
Jurisdiction of LOSS
State
County
City
Ormond Beach
City Limits
TOMOKA BASIN
Pine Tree Dr
N US 1 Hwy
N Tymber Creek Rd
Pineland Trl
Airport Rd
Interstate 95
W Granada Blvd
Williamson Blvd
Clyde Morris Blvd
Hand Ave
N Nova Rd
S Nova Rd
Wilmette Ave
N Beach St
John Anderson Dr
River Dr
Plaza Dr
Ocean Shore Blvd
Amsden Rd
N Halifax Dr
HALIFAX RIVER
ATLANTIC OCEAN
S Atlantic Ave
S Beach St
S Yonge St
TOMOKA RIVER
INTRACOASTAL WATERWAY
1
95
40
5A
A1A
N
1 0.5 0 1 Miles
Prepared By City of Ormond Beach G.I.S. Department 2/26/2025

Note: Map updated from 2025 Comprehensive Plan

FIGURE 3

City of Ormond Beach Evacuation Routes Map

Legend

EVACUATION ROUTE

Ormond Beach

CITY LIMITS

Ocean Shore Blvd

N US 1 Hwy

Interstate 95

Granada Blvd

Nova Rd

Yonge St

Atlantic Ave

TOMOKA BASIN

HALIFAX RIVER

ATLANTIC OCEAN

INTRACOASTAL WATERWAY

TOMOKA RIVER

THOMPSON CREEK

JOHNSON CREEK

1 0.5 0 1 Miles

Prepared By City of Ormond Beach G.I.S. Department 2/26/2025

NEW PAGE ADDED

UTILITIES ELEMENT









~~UTILITIES ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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GOAL 1.A. SANITARY SEWER

THE CITY SHALL PROVIDE FOR MUNICIPAL SANITARY SEWER FACILITIES WITH SUFFICIENT CAPACITY TO COLLECT, TRANSMIT AND TREAT SANITARY SEWER FLOWS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE SANITARY SEWER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL SANITARY SEWER TREATMENT INCLUDING THE ESTABLISHED WATER QUALITY-BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS AND PACKAGE TREATMENTS SYSTEMS.

GOAL 1.B. POTABLE WATER

THE CITY SHALL PROVIDE FOR MUNICIPAL POTABLE WATER SUPPLY FACILITIES WITH SUFFICIENT CAPACITY FOR RAW WATER SUPPLY, TREATMENT~~,~~ AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL POTABLE WATER QUALITY, THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS FUNDING

The potable water, wastewater treatment and reuse irrigation systems shall continue to be operated efficiently and effectively and on an enterprise basis with established user fees to meet the operational costs and <u>connection</u> ~~impact~~ fees to construct new or expand existing facilities.

~~POLICY 1.1.1.~~

~~Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.~~

~~POLICY 1.1.2.~~ POLICY 1.1.1.

The City ~~Owners, operators and managers~~ should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.

OBJECTIVE 1.2. EFFLUENT REUSE

The City shall continue to operate a wastewater treatment plant effluent reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the several major reuse target areas and for residential irrigation.

POLICY 1.2.1.

The effluent at point of discharge shall meet or exceed the standards established by the Department of Environment Protection (FDEP).

POLICY 1.2.2.

Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent. The City's Utility Division shall ~~each year, as the effluent reuse system expands, publicly~~ continually educate its customers on the benefits of participating in the re-use system.

POLICY 1.2.3.

New residential developments, in the vicinity of reclaimed water transmission mains, shall install 'dry-lines' for reclaimed water service. ~~Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.~~

POLICY 1.2.4.

The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City's current Consumptive Use Permit.

POLICY 1.2.5.

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~ Work Plan.

POLICY 1.2.6.

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100 percent reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

OBJECTIVE 1.3. INTERIM "PACKAGE-TYPE" WASTEWATER TREATMENT FACILITIES

The use of interim or package-type wastewater treatment facilities shall be regulated by the Land Development Code and restricted as necessary to protect the public health and welfare and to protect the natural resources of the City.

POLICY 1.3.1.

Interim or small "package-type" wastewater treatment plants with a capacity of less than 500,000 gallons per day shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant's owner provides sufficient financial resources to the City to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards.

POLICY 1.3.2.

Interim or "package-type" wastewater treatment facilities shall be phased out upon notice that access to the system is available. The cost of such connection to the public system shall be the sole responsibility of the owner of the private system.

POLICY 1.3.3.

An interim package treatment plant may be permitted when all conditions for establishment of such a plant, as provided for in the Land Development Code (LDC) and City Code of Ordinances, exist.

OBJECTIVE 1.4. INDIVIDUAL WASTE TREATMENT/ DISPOSAL SYSTEMS

Individual waste treatment/disposal systems, including septic tanks, will be located, constructed and operated so that, either on an individual or cumulative basis, such facilities will not adversely impact public health or water quality.

POLICY 1.4.1.

On-site wastewater treatment in areas served by centralized wastewater treatment shall be prohibited. However, a private on-site waste water system may be permitted subject to state laws governing siting and installation provided soil conditions are conducive and the lack of a publicly owned treatment system for service exists.

POLICY 1.4.2.

Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns.

POLICY 1.4.3.

The City shall maintain ~~establish~~ criteria in the Land Development Code ~~LDC~~ that governs the appropriateness of phasing out septic tank systems in favor of connecting to publicly owned treatment systems.

POLICY 1.4.4.

Minimum lot sizes and associated conditions shall be utilized when prohibiting the use of on-site wastewater systems or permitting such systems when publicly owned centralized treatment systems are not available.

POLICY 1.4.5.

Minimum setbacks shall be established and utilized for the location of on-site wastewater systems from the 100-year floodplains, upland/wetlands systems, and the mean high water mark of natural occurring waterbodies ~~of courses~~.

POLICY 1.4.6.

The City shall maintain Land Development Code regulations ~~continually enforce policies~~ that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the city central sewer system when the gravity sewer system is within 100 feet of the lot line and the home can connect by gravity to the system. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

OBJECTIVE 1.5. GROWTH MANAGEMENT

All new development shall occur in an orderly and economical manner, to the maximum extent possible, and to the maximum existing public infrastructure possible. ~~with those areas having the greatest combined complement of urban public facilities and services being targeted first. New land areas should be staged for urbanization in a contiguous manner that minimizes additional public investments.~~

POLICY 1.5.1.

Access to municipal wastewater interceptor or major transmission lines outside of designated urban service areas shall not be permitted except in cases of overriding public benefit and when the area is included or added to a designated urban service area. Consideration shall be given to the following minimum criteria/procedures in the implementation of this Policy.

a. Encouragement of future growth and development to occur within areas of existing or planned wastewater service.

b. Wastewater transmission or interceptor lines shall not be extended to accommodate premature forms of development.

POLICY 1.5.2.

The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.

POLICY 1.5.3.

The location and timing of providing public facilities and services shall be used as methods of implementing the Comprehensive Plan and associated sound and reasonable growth management policies and plans, and for the establishment of a direct, objective relationship between the entire array of public facilities and services and land use intensities.

POLICY 1.5.4.

The Departments of Public Works, and Planning and Zoning, and the Divisions of Public Utilities, and Engineering, shall maintain facility demand and capacity information as development orders or permits are issued and shall prepare annual summaries of capacity and demand information for each facility and service area. This shall be accomplished through the concurrency management system, as provided in the Land Development Code.

OBJECTIVE 1.6. LEVEL-OF-SERVICE STANDARDS (LOSS) AND CONCURRENCY

Potable Water and Sanitary Sewer facilities shall be maintained and expanded as needed to meet or exceed adopted Level-of-Service Standards ~~LOSS~~. Minimum Level-of-Service Standards ~~LOSS~~ standards shall be met when planning capital improvements and reviewing applications for development approval.

POLICY 1.6.1.

The City shall apply level-of-service standards that shall be used as the basis for determining the availability of facility capacity and the demand generated by development in accordance with the Capital Improvements Element.

POLICY 1.6.2.

New development shall be approved by the City only in areas where public or private facilities are available, under construction, or where funds have been committed or scheduled for construction concurrent with the impacts of the new development.

POLICY 1.6.3.

Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting shall be required to connect to the City water system upon notice of availability. Connection ~~Impact~~ fees and meter installation charges will be borne by the property owner.

POLICY 1.6.4.

Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure.

POLICY 1.6.5.

The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City's District issued Consumptive Use Permit ~~C.U.P.~~ for which if no building permit is applied for and received within a specified time period as provided for in the Land Development Code ~~LDC~~ that such reservation of capacity shall expire.

POLICY 1.6.6.

The withdrawals of water for potable purposes from surface or groundwater supply sources in quantities which would result in the depletion, degradation, contamination or destruction of water resources or natural systems shall be prohibited.

POLICY 1.6.7.

The quality and quantity of potable water used to protect public health and safety require maintenance of adequate water pressures to meet fire flow requirements~~,~~ monitoring of water quality conditions in the supply system distribution lines to ensure compliance with primary drinking water standards and effluent reuse systems designed to meet the fire flow requirements.

POLICY 1.6.8.

A peak day, domestic demand factor shall be established to determine the required capacity for public potable water systems and sanitary sewer systems. The Utilities Master Plan shall be utilized to review and update these factors, as necessary.

POLICY 1.6.9.

The City shall update ~~its water and sewer~~ the Utilities Master Plan as needed ~~'Master Plan' every five years~~ to determine capital needs to maintain the established level of service.

OBJECTIVE 1.7. CAPITAL FACILITIES CONSTRUCTION

The City shall ensure that potable water and sanitary sewer facilities are available to meet Level-of-Service Standards.

POLICY 1.7.1.

The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain Level-of-Service Standards ~~LOSS~~.

POLICY 1.7.2.

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 1.7.3.

Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

POLICY 1.7.4.

No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

POLICY 1.7.5.

The City will maintain a five-year schedule of capital improvement needs for public facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

POLICY 1.7.6.

All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Code.

POLICY 1.7.7.

The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.

~~UTILITIES ELEMENT~~
~~DRAINAGE AND STORMWATER MANAGEMENT SUBELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 2. DRAINAGE AND STORMWATER MANAGEMENT

THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT~~:~~ INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM; INVENTORIES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS WITHIN THE CITY; DESCRIBES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS AND THEIR FUNCTIONS; REQUIRES AS MUCH NATURAL STORMWATER MANAGEMENT AS IS FEASIBLE; AND SETS PERFORMANCE STANDARDS TO MAINTAIN A DESIRED LEVEL OF WATER RECHARGE AND SURFACE WATER QUALITY AND WORKS WITH OTHER ENTITIES, BOTH PUBLIC AND PRIVATE, TO ENSURE THE EXECUTION OF THIS GOAL AND ITS ASSOCIATED OBJECTIVES AND POLICIES.

OBJECTIVE 2.1. STORMWATER MANAGEMENT UTILITY

The City shall implement the adopted Stormwater Master ~~Management~~ Plan in order to prioritize improvements and expansions to the Stormwater Management System.

POLICY 2.1.1.

Develop a public information program that promotes public awareness of the stormwater problems and fosters public participation in the continued implementation of the Stormwater Master ~~Management~~ Plan through the capital improvements planning process.

POLICY 2.1.2.

The Stormwater Master Plan shall address the impact that stormwater runoff from existing roads has upon receiving waters and address corrective actions. Corrective actions should include both structural and non-structural measures. Structural measures include retrofitting existing roadways with effective stormwater management facilities. Non-structural measures include increased street sweeping and increased storm sewer cleaning. The capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be the chief funding source for stormwater implementation.

POLICY 2.1.3.

The City's stormwater management system shall be designed and developed to connect and integrate wetlands as a primary means to clean and recharge the aquifer.

OBJECTIVE 2.2. DEVELOPMENT REVIEW

Development activities shall be conducted to ensure the public safety and, at the same time, protects and enhances surface water quality of the surface waters, the functioning values of wetlands, ~~and~~ other natural design features, and aquifers recharge.

POLICY 2.2.1.

New stormwater management systems shall be built consistent with best available technologies in the field of stormwater design and treatment. The City shall continue to perform under construction field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.

~~POLICY 2.2.3.~~ POLICY 2.2.2.

The utilization of either Best Management Practices (BMPs) or Integrated Management Practices shall be required during road construction, urban development, agricultural, and silviculture activities, to protect natural water bodies and wetlands from pollutants and siltation.

~~POLICY 2.2.4.~~ POLICY 2.2.3.

Stormwater management systems that utilize isolated wetlands, shall provide diversion of the initial runoff from a storm event or "first flush" of stormwater to separate facilities.

~~POLICY 2.2.5.~~ POLICY 2.2.4.

Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds.

~~POLICY 2.2.6.~~ POLICY 2.2.5.

Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.

~~POLICY 2.2.7.~~ POLICY 2.2.6.

The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system:

a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled.

b. The proposed action shall not cause stormwater runoff on the wetland to take place at a rate that would exceed the natural rate.

c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.

~~POLICY 2.2.8.~~ POLICY 2.2.7.

Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and state agency permits ~~Building Permits~~.

~~POLICY 2.2.9.~~ POLICY 2.2.8.

Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.

~~POLICY 2.2.10.~~ POLICY 2.2.9.

Developers shall produce for examination, by the City, justified computer models and other data that objectively provide information relevant to their proposed projects.

~~POLICY 2.2.11.~~ POLICY 2.2.10.

Existing natural drainage systems shall be incorporated into the development's stormwater management system consistent with the performance standards for protection of wetlands.

~~POLICY 2.2.12.~~ POLICY 2.2.11.

Stormwater management systems shall be designed to ensure that post-development runoff does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.

~~POLICY 2.2.13.~~ POLICY 2.2.12.

Development shall preserve or restore the natural shorelines and stabilizing shoreline vegetation of waterbodies. Buffers shall also be required along with the establishment of berm and swale systems near the shoreline to slow and filter runoff from development.

~~POLICY 2.2.14.~~ POLICY 2.2.13.

Alteration of natural stream channels shall be prohibited.

~~POLICY 2.2.15.~~ POLICY 2.2.14.

Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.

~~POLICY 2.2.16.~~ POLICY 2.2.15.

All drainage ditch or mosquito control ditch depths shall be tied to groundwater levels so as not to adversely impact wetland functions. Ditches in excess of three (3) feet in depth will be permitted on a case-by-case basis if sufficient information is provided to demonstrate a reasonable assurance that no adverse impact will result.

~~POLICY 2.2.17.~~ POLICY 2.2.16.

Discharge from drainage or mosquito control ditches directly to surface waterbodies or open water streams shall be discouraged and minimized. Discharge into existing compatible wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.

~~POLICY 2.2.18.~~ POLICY 2.2.17.

Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control~~,~~ or restoration of areas currently drained by historical ditches.

~~POLICY 2.2.19.~~ POLICY 2.2.18.

There shall be no direct surface water connection from dredged or excavated areas to natural surface water bodies or open water streams (except for marinas on a case-by case basis).

~~POLICY 2.2.20.~~ POLICY 2.2.19.

If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.

~~POLICY 2.2.21.~~ POLICY 2.2.20.

Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.

~~POLICY 2.2.22.~~ POLICY 2.2.21.

The City shall require where appropriate the planting of wetland vegetation to stabilize eroding shorelines in low-wave-energy areas which helps reduce turbidity and improve water quality.

~~POLICY 2.2.23.~~ POLICY 2.2.22.

Retention and detention facilities shall be constructed consistent with design and performance criteria which include:

a) Restricting public access;

b) Sloping;

c) Stabilization of banks;

d) Direct discharge to class II or III waters, as defined in F.A.C. Ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited; ~~Oil or grease contamination; discharges to an Outstanding Florida Water (OFW);~~

e) Use of wetlands for stormwater management and treatment compatible with the ecological characteristics of such wetlands that shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydroperiod of the wetland; and

f) Provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

~~POLICY 2.2.24.~~ POLICY 2.2.23.

Environmental assessments of stormwater facilities shall be required of development on the basis of its location, magnitude~~,~~ and character in order to assess the impacts of stormwater runoff and related facilities upon water quality, fish and wildlife values, floodplains, wetlands~~,~~ and other environmentally sensitive areas.

~~POLICY 2.2.25.~~ POLICY 2.2.24.

No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.

~~POLICY 2.2.26.~~ POLICY 2.2.25.

Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies and wetlands.

~~POLICY 2.2.27.~~ POLICY 2.2.26.

The Level-of-Service Standard ~~LOSS~~, in accordance with the Capital Improvements Element, shall apply in the review of development activity~~:~~.

~~POLICY 2.2.28.~~ POLICY 2.2.27.

The discharge of waters from a retention basin into surface water bodies and open water streams shall be discouraged and minimized. Discharge into existing, compatible wetlands shall be encouraged whenever possible.

~~POLICY 2.2.29.~~ POLICY 2.2.28.

Prior to construction, the City must receive and approve the applicant's proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner's association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City's acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner's association; or plat or deed restrictions apportioning maintenance responsibility.

~~POLICY 2.2.30.~~ POLICY 2.2.29.

All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.

~~POLICY 2.2.31.~~ POLICY 2.2.30.

Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.

OBJECTIVE 2.3. ADMINISTRATION

The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Code (LDC) as supported by the stormwater utility fee, user fees and ~~impact~~ connection fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.

POLICY 2.3.1.

Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.

POLICY 2.3.2.

The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.

~~UTILITIES ELEMENT~~
~~SOLID WASTE SUBELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 3. SOLID WASTE

THE CITY SHALL CONTINUE TO PROVIDE EITHER DIRECTLY OR BY CONTRACT WITH A PRIVATE ENTITY AN ADEQUATE SOLID WASTE COLLECTION, TRANSFER, AND RESOURCE RECOVERY SYSTEM TO MEET THE NEEDS AND DEMANDS OF THE CURRENT AND FUTURE POPULATION WHILE PROTECTING AND ENHANCING THE SOCIAL, ECONOMIC, AND ENVIRONMENTAL QUALITY OF THE CITY AND CO-OPERATING WITH ~~THE~~ VOLUSIA COUNTY TO REDUCE RELIANCE ON ~~AS NECESSARY TO EVENTUALLY ELIMINATE THE USE OF~~ LANDFILLS.

OBJECTIVE 3.1. CITY LANDFILL

The City shall continue to monitor the groundwater and surface water in the vicinity of the landfill after closure to determine if the landfill has any adverse impacts on the environment.

POLICY 3.1.1.

The City will monitor its closed Class III landfill in accordance with Florida Department of Environmental Protection (FDEP) rules.

POLICY 3.1.2.

The City shall continue to implement a program of data collection, monitoring, and periodic review of groundwater and surface water quality parameters to be able to effectively assess if any environmental impacts or health hazards may be associated with leachate.

POLICY 3.1.3.

The City shall continue to manage a long-term monitoring program at the landfill that includes at a minimum, the following:

a. All landfill groundwater monitoring wells monitored on an annual basis~~.~~;
b. Landfill monitoring wells will be tested for water quality parameters in accordance with FDEP requirements~~.~~;
c. Periodic review of data collected and overall monitoring program results~~.~~; and
d. Correction of any problem discovered by the monitoring.

POLICY 3.1.4.

The City shall utilize reclaimed landfill sites for municipal recreation purposes consistent with the Parks and Recreation Master Plan. ~~Recreational and Open Space Master Plan.~~

OBJECTIVE 3.2. SOLID WASTE COLLECTION

The City shall effectively and efficiently operate a solid waste collection system to maximize the use of existing facilities and services and shall provide service to all residential and non-residential establishments within the City limits.

POLICY 3.2.1.

The City shall continue to incrementally expand its solid waste collection system to meet the needs of new growth and to maintain existing levels-of-service.

POLICY 3.2.2.

The City shall maintain the Solid Waste Disposal and Collection as an Enterprise Fund to pay for solid waste collection and transfer expenses.

POLICY 3.2.3.

The level-of-service standard for determining the availability of County Landfill facility capacity and the demand generated by development shall be in accordance with the Capital Improvements Element.

POLICY 3.2.4.

The City shall maintain a separate trash handling system for the collection of refrigerators, freezers, appliances~~,~~ (white goods), and large piles of yard trash.

OBJECTIVE 3.3. RESOURCE RECOVERY AND VOLUME REDUCTION

The City shall continue to administer resource recovery and volume reduction practices to conserve natural resources and reduce landfill space requirements and maximize the use of existing facilities and services.

POLICY 3.3.1.

The City shall participate in the design, implementation~~,~~ and evaluation of local recycling and waste management programs.

POLICY 3.3.2.

Alternative disposal methods for yard trash shall be continued in cooperation with the County.

POLICY 3.3.3.

The City shall ~~reduce the volume of non-hazardous~~ maintain the rate of reduction of the municipal solid waste disposed of in the County landfill by thirty 30 percent and meet additional State reduction goals as they are enacted ~~of the October FY 1995-96 volume.~~ No more than one-half of this thirty percent shall be met with a reduction in yard trash, white goods, scrap metal, construction debris, and tires while the other half may be met with a reduction in paper goods, perishable foods, plastic goods, and metal and glass containers.

POLICY 3.3.4.

Through the development review process, the City shall ensure that commercial and industrial establishments participate in recycling efforts.

POLICY 3.3.5.

The City shall implement recycling programs and participate in any County resource recovery programs as necessary to achieve reductions in solid waste as mandated by State law.

~~POLICY 3.3.6.~~

~~The City shall maintain a non-residential development recycling program which targets industrial and commercial establishments.~~

~~POLICY 3.3.7.~~ POLICY 3.3.6.

An adequate public participation rate in recycling shall be maintained to meet State requirements for volume reduction.

~~POLICY 3.3.8.~~ POLICY 3.3.7.

The City shall inform and educate the public about recycling and products which are not recyclable, cannot be converted or cannot be used.

OBJECTIVE 3.4. ADMINISTRATION AND DEVELOPMENT REVIEW

The City shall continue to administer, in a cost-efficient and environmentally safe manner, a collection and transfer solid waste system that is fully supported by user fees and that is designed to effectively meet the needs of existing and future residents.

POLICY 3.4.1.

The City's Department of Finance and Public Works shall work together to maintain a full cost accounting and reporting system for the collection and transfer of solid waste in compliance with the Solid Waste Management Act.

POLICY 3.4.2.

The City will participate in the "Keep Volusia Beautiful" program to control the problem of littering and illegal dumping.

POLICY 3.4.3.

The City shall support the County to maintain landfill location determination criteria designed to address minimum size criteria, minimum distance from residential areas, schools and hospitals, minimum distance from streams, aquifer recharge areas~~,~~ and wetlands, stays out of 100-year floodplain, and determines maximum distance from main roads.

POLICY 3.4.4.

Solid waste generated within the City limits shall continue to be collected on a regularly scheduled basis.

POLICY 3.4.5.

Residential, commercial~~,~~ and industrial development shall adequate landfill space to meet the solid waste needs anticipated to be generated by the proposed development activity in accordance with interim review of development activities and with the Land Development Code. All proposals for development shall include an analysis of the amount and types of solid waste to be generated and ability of the City and County to accommodate the new demand. No development shall be approved unless there is sufficient collection, transfer and disposal resources available to meet the new demand consistent with Level-of-Service Standards ~~LOSS~~.

~~UTILITIES ELEMENT~~
~~HAZARDOUS MATERIAL AND WASTE SUBELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 4. HAZARDOUS MATERIALS AND WASTE

THE PUBLIC HEALTH, SAFETY AND WELFARE SHALL BE PROTECTED FROM THE IMPROPER MANAGEMENT OF HAZARDOUS WASTES AND MATERIALS USED AND GENERATED IN AND TRANSPORTED THROUGH THE CITY.

OBJECTIVE 4.1. HAZARDOUS WASTE PROGRAM DEVELOPMENT

The City shall continue its cooperation with the County to reduce improper hazardous storage and disposal. The City may consider disposal options which include privatization of service or interlocal agreements with the County.

POLICY 4.1.1.

Hazardous waste generators shall develop and submit to the City a hazardous waste management program at site plan submittal to protect the citizens and the environment from misuse, spills, and improper disposal. The purpose of the hazardous waste management plan is to ensure the safest and most efficient use and disposal of hazardous materials.

POLICY 4.1.2.

Business/industrial park storage/transfer facilities shall, at a minimum, conform to the Florida Department of Environmental Protection ~~FDEP~~ transporter permitting requirements.

POLICY 4.1.3.

Each business/industrial park shall secure, prior to leasing or selling any lots or parcels, arrangements with a~~n~~ the Florida Department of Environmental Protection ~~FDEP~~ permitted hazardous waste management company to pick up and transfer waste from the park on a regularly scheduled basis.

POLICY 4.1.4.

All users and generators shall properly store and dispose of hazardous materials and waste upon adoption of this plan. The following criteria shall apply in the implementation of this Policy:

a. Large quantity generators (companies that generate in excess of 2,200 lbs./month) and industrial/commercial parks containing generators that produce waste not suitable for recycling, exchange or reuse shall be encouraged to reduce hazardous waste volumes and to obtain necessary permits to develop on-site treatment facilities to render the waste non-hazardous.

b. Existing Federal and State regulations relating to storage, transfer, and disposal shall be stringently enforced through coordinated efforts at both State and local levels.

c. On-site verification of ~~a~~ generator compliance with applicable rules and regulations shall be made, at a minimum, once a year.

OBJECTIVE 4.2. DEVELOPMENT REGULATIONS

All development activities shall provide protection to the environment and the public welfare from any hazardous wastes consistent with the provisions of the Land Development Code.

POLICY 4.2.1.

The City shall not admit those types and quantities of industrial waste that are harmful or damaging to the structures, processes, or operation of the sewage works.

POLICY 4.2.2.

The industrial user of the sewer system shall provide such preliminary treatment or handling of its waste as may be necessary to modify any objectionable characteristics or constraints.

POLICY 4.2.3.

The City shall require safe management, manufacture, transportation, usage~~,~~ and disposal of hazardous materials.

POLICY 4.2.4.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 4.2.5.

The City shall enforce the asbestos removal provisions adopted in the Florida Building Code in regard to asbestos removal during demolition or construction activities.

~~UTILITIES ELEMENT~~
~~NATURAL GROUNDWATER RECHARGE SUBELEMENT~~
~~GOALS, OBJECTIVES, POLICIES~~

GOAL 5. POTABLE WATER SUPPLY

THE PUBLIC SHALL BE ENSURED AN ADEQUATE SUPPLY OF SAFE, POTABLE WATER WHICH IS OBTAINED FROM THE HIGHEST QUALITY SOURCE AVAILABLE AND IS PROTECTED FROM CONTAMINATION.

OBJECTIVE 5.1. DEVELOPMENT REVIEW

Natural groundwater protection standards shall be utilized in review of development activities as provided by the Land Development Code.

POLICY 5.1.1.

Saltwater intrusion shall be prevented by limiting potentially harmful water extraction and ensuring adequate recharge.

POLICY 5.1.2.

The use of native and drought-resistant vegetation in landscaping shall be encouraged by providing developers with a list of appropriate native vegetation at site plan application.

POLICY 5.1.3.

The City shall continue to deliver effluent for reuse as a component of its effluent disposal program for environmentally and economically suitable areas. ~~The City shall consider providing economic incentives to developments, agricultural operations and businesses which limit potable water consumption by using effluent reuse systems~~.

POLICY 5.1.4.

The City shall continue to administer an emergency water shortage plan.

POLICY 5.1.5.

Land use decisions and development approvals shall be consistent with adopted comprehensive water basin management plans. Water supply, production facilities, conveyance lines and Consumptive Use Permit ~~C.U.P.~~ capacity shall be available for new site plan and/or subdivision developments, prior to the issuance of development orders.

POLICY 5.1.6.

The use ~~of procreation~~ of native vegetation and/or drought-resistant vegetation shall be required on development projects ~~when irrigation water is drawn from sources which are critical to limiting saltwater intrusion~~.

POLICY 5.1.7.

Industries which utilize or generate hazardous materials shall be sited and designed so as to minimize the threat of surface water or groundwater contamination.

POLICY 5.1.8.

The City shall continue to apply regulations and procedures to control permanent water table drawdown in accordance with the County minimum environmental standards and the provisions of the Land Development Code.

~~POLICY 5.1.9.~~

~~Encourage Volusia County to maintain a functioning positive (pumped) drawdown system, in its "high-rise" landfills, to continually extract the mass of accumulating leachate and properly treat it.~~

~~POLICY 5.1.10.~~ POLICY 5.1.9.

Removal of the confining layer of material separating the bottom of borrow pits from the top of the Floridan Aquifer shall be prohibited as provided by the Land Development Code.

~~POLICY 5.1.11.~~ POLICY 5.1.10.

Water management plans shall be designed to approximate pre-development recharge conditions.

~~POLICY 5.1.12.~~ POLICY 5.1.11.

Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available raw water production, treatment, distribution and permitted withdrawal capacity.

~~POLICY 5.1.13.~~ POLICY 5.1.12.

The watershed upstream of surface water potable water supplies shall be protected. Activities within the watershed should not reduce the volume of water available under low-flow conditions~~,~~ or reduce the quality of the surface water below State standards.

~~POLICY 5.1.14.~~ POLICY 5.1.13.

The disposal of non-hazardous waste shall be managed and controlled to prevent surface water and groundwater contamination. The City shall continue to implement a groundwater and surface water monitoring program to detect potential contamination by leachate.

~~POLICY 5.1.15.~~ POLICY 5.1.14.

Marinas which service boats with on-board sewage facilities shall be required to provide sewage pump out and treatment facilities and to provide for the appropriate effluent disposal method. Such pump out and treatment facilities shall be maintained in good working order to assure the contamination of groundwater or surface water, in accordance with the provisions of the Florida Administrative Code, F.A.C. does not occur.

~~POLICY 5.1.16.~~ POLICY 5.1.15.

Industries which use hazardous materials or generate hazardous waste shall be regulated to prohibit the release of hazardous materials in violation of State water quality standards for groundwater and surface waters.

~~POLICY 5.1.17.~~ POLICY 5.1.16.

The withdrawal or discharge of water which alters hydroperiods, discharge volumes, in-stream velocities, surface water stages or groundwater levels so as to cause a significant, adverse effect on natural water-dependent ecosystems is prohibited. Such projects shall be permitted only in cases of overriding public benefit, such as alterations in the stage or flow of surface waters as a part of any government sanctioned program of flood control, water quality restoration, habitat restoration or exotic plant control and shall be designed and operated so as to minimize harm to non-target organisms or natural ecosystems.

~~POLICY 5.1.18.~~ POLICY 5.1.17.

The City shall determine water supply levels-of-service in conjunction with the St. John River Water Management District. Land development permits will be subject to those limitations.

~~POLICY 5.1.19.~~

~~The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.~~

OBJECTIVE 5.2. INTERGOVERNMENTAL COORDINATION

The City shall coordinate with the St. Johns River Water Management District to develop intergovernmental responses to groundwater problems.

POLICY 5.2.1.

The City shall maintain a ~~w~~ Water ~~s~~ Supply ~~w~~ Work ~~p~~ Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2.

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3.

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

OBJECTIVE 5.3. WATER CONSERVATION

The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by St. John's River Water Management District as part of the City's Consumptive Use Permit (C.U.P.).

POLICY 5.3.1.

The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if the per capita consumption exceeds by 25 percent~~%~~ the average gross per capita consumption of 110 gallons per day (gpd).

POLICY 5.3.2.

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation~~, and xeriscape~~.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. ~~Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.~~

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system ~~through the use of leak noise loggers~~.

POLICY 5.3.3.

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 should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

POLICY 5.3.4.

The City shall utilize a low-pressure ~~reveres~~ reverse osmosis (LPRO) treatment process which permits the use of brackish groundwater which is lower quality water source from the Upper Floridan Aquifer. Future needs may require ~~to~~ the City to use the Lower Floridan Aquifer as an alternative water source.

POLICY 5.3.5.

The City shall maintain a comprehensive program responsible for educating businesses and residents of the City's current water conservation policies, the fragility of the aquifer, methods to reuse and conserve water, well abandonment problems and rules, and encouragement of the use of drought resistant plants ~~(xeriscape)~~.

POLICY 5.3.6.

The City of Ormond Beach will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a manner consistent with the Volusia County Comprehensive Plan.

POLICY 5.3.7.

The City of Ormond Beach will implement all water conservation practices that are conditions of the Consumptive Use Permit ~~C.U.P~~.

OBJECTIVE 5.4. NATURAL GROUNDWATER AQUIFER PROTECTION

The City shall protect the functions of designated natural groundwater aquifer recharge areas as provided by the Land Development Code.

POLICY 5.4.1.

The City shall regulate land use and development to protect functions of the designated recharge areas.

POLICY 5.4.2.

Prime groundwater recharge areas and other recharge areas which have been identified by the St. Johns River Water Management District ~~the ECFRPC or subsequently by the City~~ to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards.

POLICY 5.4.3.

No commercial or industrial mining shall be allowed in prime groundwater recharge areas or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.

OBJECTIVE 5.5. PUBLIC WATER SUPPLY WELLFIELD PROTECTION

The City of Ormond Beach will safeguard the public health, safety and welfare of its citizens by appropriately regulating the storage, handling, use or production of hazardous substances within the well field protection areas surrounding public water supply wells and well fields.

POLICY 5.5.1.

The City shall continue to apply regulations and procedures contained in the Land Development Code concerning Public Water Supply Well Field Protection.

POLICY 5.5.2.

Land uses or activities which, by their nature, represent a substantial risk to the quality or quantity of water from established public well fields or the watershed of surface water supplies shall be excluded from the immediate vicinity of such well fields or surface water supplies so as to minimize the threat to the public water supply. Conversely, the siting of new public water supplies shall avoid proximity to established land uses which may harm the water supply from that source.

POLICY 5.5.3.

The storage, use, disposal or production of hazardous or toxic substances ~~and that certain land uses~~ involving regulated or generic substances located within the "Primary and Secondary Well Field Protection Zones" surrounding public water supply wells and well fields that are potentially harmful to the drinking water of the City will be prohibited or severely restricted.

POLICY 5.5.4.

The City shall maintain a 'Primary Well Field Protection Zone,' which is defined as the land area immediately surrounding any public water supply well and extending a radial distance of two hundred (200') feet, or that area that is within the first twenty (20%) percent of the total radial distance of the cone of influence, whichever is greater.

POLICY 5.5.5.

The City shall maintain a 'Secondary Well Field Protection Zone' which is defined as the land area surrounding the 'Primary Well Field Protection Zone,' and extending a radial distance of eight hundred (800') feet from the 'Primary Well Field Protection Zone,' or that area within the cone of influence exclusive of the 'Primary Zone,' whichever is greater.

APPENDIX A - WATER SUPPLY WORK PLAN

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF ORMOND BEACH, RELATING TO COMPREHENSIVE PLANNING, ADOPTING A 2024 WATER SUPPLY WORK PLAN; ADOPTING COMPREHENSIVE PLAN AMENDMENTS TO *THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN*, RELATED TO THE WATER SUPPLY WORK PLAN, INCLUDING THE UTILITIES ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, IN ACCORDANCE WITH CHAPTER 163, PART II AND CHAPTER 373 *FLORIDA STATUTES*; PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the *City of Ormond Beach Comprehensive Plan* ("*Comprehensive Plan*") as required by the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes)* which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, by Ordinance 2008-60 the City Commission did adopt certain amendments to the *City of Ormond Beach Comprehensive Plan* related to the 2008 Water Supply Work Plan; and

WHEREAS, to promote consistency among local government comprehensive plans and the Central Springs/East Coast Regional Water Supply Plan, Section 163.3177(6)(c)(4), *Florida Statutes*, requires each local government within the Central Springs/East Coast Regional

Water Supply Plan planning area to amend its comprehensive plan to adopt an updated Water Supply Work Plan within 18 months of the governing board approval of the 2022 Central Springs/East Coast Regional Water Supply Plan; and

WHEREAS, the City of Ormond Beach is required to amend the city's *Comprehensive Plan* to include an updated Water Supply Work Plan that is consistent with and reflects changes mandated by State law; and

WHEREAS, the proposed amendments to the *City of Ormond Beach Comprehensive Plan* are being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, on April 11, 2024 the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendments, and recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendments, as described in §163.3184(3) and (11), *Florida Statutes*, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendments, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendments will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the *City of Ormond Beach Comprehensive Plan* amendments to the Utilities Element, Conservation Element, and Capital Improvements Element are attached to this Ordinance as Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the Water Supply Work Plan is adopted as an Appendix A to the Utilities Element and is attached to this Ordinance as Exhibit "B" attached hereto and incorporated herein by reference, and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Utilities Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION THREE. The Conservation Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION FOUR. The Capital Improvements Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION FIVE. The City of Ormond Beach Water Supply Work Plan is updated in its entirety from the 2008 Water Supply Work Plan to the 2024 Water Supply Work Plan as set forth in Exhibit "B" (Appendix A) attached hereto and incorporated herein by reference.

SECTION SIX. In order to make the *City of Ormond Beach Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *City of Ormond Beach Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION SEVEN. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendments within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION EIGHT. Pursuant to §163.3184(3) and (4), *Florida Statutes,* the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the Florida Department of Commerce comments.

SECTION NINE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION TEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION ELEVEN. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City of Ormond Beach that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 21st day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2024\05-21-24\24-08 COMP PLAN WATER SUPPLY WORK PLAN (P24-0077G).DOCX/

WATER SUPPLY WORK PLAN UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6.
The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2.
Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1.
The City shall maintain a ~~w~~Water ~~s~~Supply ~~facilities w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2.
The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3.
The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 5.3.2.
Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7.

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 5.3.8.
The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.

Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater

treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse.

Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

~~#~~	~~Project Description/ Area~~	~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~	~~Relationship to Comprehensive Plan~~
~~Water Improvements~~									-
~~1~~	~~Consumptive Use Permit Renewal~~	~~Water & Sewer charges~~	~~$350,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$350,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~2~~	~~Hudson Wellfield Expansion~~	~~Water & Sewer charges~~	~~$0~~	~~$300,000~~	~~$2,300,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~3~~	~~Secondary Raw Water Main~~	~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Water and Sewer Improvements~~									
~~4~~	~~General Facility and Systems Upgrades~~	~~Upgrades - Water 409221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Upgrades – Sewer 409222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	
~~5~~	~~Utility Master Plan Update~~	~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Reclaim Water~~									
~~6~~	~~Reclaimed Water System Improvements~~	~~Water & Sewer charges~~	~~$130,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$130,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~7~~	~~New Reuse Ground Storage Tank~~	~~Water & Sewer Charges~~	~~$0~~	~~$0~~	~~$0~~	~~$385,000~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Total:~~	~~$3,214,175~~	~~$650,000~~	~~$2,870,000~~	~~$735,000~~	~~$350,000~~	~~$7,819,175~~	

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

~~Funding Source~~	**~~FY 20-21~~**	**~~FY 21-22~~**	**~~FY 22-23~~**	**~~FY 23-24~~**	**~~FY 24-25~~**	**~~FY 20-25~~**
~~Water & Sewer charges~~	~~$480,000~~	~~$300,000~~	~~$2,300,000~~	~~$385,000~~	~~$0~~	~~$3,465,000~~
~~Upgrades-Water 4092221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Upgrades-Sewer 4092222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~	~~$220,000~~
~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$2,384,175~~
~~Total~~	**~~$3,214,175~~**	**~~$650,000~~**	**~~$2,870,000~~**	**~~$735,000~~**	**~~$350,000~~**	~~$7,819,175~~

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

WATER SUPPLY WORK PLAN 2024

City of Ormond Beach

Updated May 15, 2024

Michael Stephenson, P.E.
Florida Registration #87390

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1. INTRODUCTION

1.1 GENERAL

Chapters 163 and 373 of Florida Statutes create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Florida Statutes require water management districts to prepare a water supply plan for a twenty-year planning period to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area must develop a Water Supply Work Plan (WSWP) to ensure that adequate water supply is available to meet future demands over a 10-year planning period.

The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The City has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a ten (10) year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the City. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement plan. The Water Supply Facilities Work Plan has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. The Water Supply Facilities Work Plan demonstrates adequate water supply over the next ten years to serve utility customers within the adopted utility service area. The Water Supply Facilities Work Plan is intended to facilitate discussions between the city and the Saint John's River Water Management District's (SJRWMD) governing board and other regional government agencies that the city could form partnerships with.

1.2 REQUIREMENTS OF THE WATER SUPPLY FACILITIES WORK PLAN

The Florida Department of Economic Opportunity (now known as Florida Commerce) published "A Guide to the Preparation of the Water Supply Facilities Work Plan" and provides the statutory requirements for water supply and facility planning as follows:

1. Coordinate appropriate aspects of their comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), F.S]
2. Revise the Potable Water Sub-Element to adopt a water supply facility work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan should address those water supply facilities for which the local government is responsible and include the facilities needed to develop alternative

water supplies. The work plan should also identify conservation and reuse measures to meet future needs. [Section 163.3177(6)(c), F.S]

3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, as well as the applicable policies of the water management district and the district's approved regional water supply plan. Without an approved regional water supply plan, the analysis must consider the district's approved water management plan. [Section 163.3177(6)(d)3, F.S.]
4. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first five years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a 5-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, given a level of priority for funding [163.3177(3)(a)4, F.S.]
5. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to coordinate the comprehensive plan with the regional water supply authority (If applicable) and the applicable regional water supply plan. [163.3177(6)(h)1, F.S.]
6. During the Evaluation and Appraisal review, determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If required, transmit the amendments to incorporate the statutory changes as appropriate. [Section 163.3191(1) and (2), F.S.]

2. DATA AND ANALYSIS

2.1 SERVICE AREA

The City of Ormond Beach is in northeastern Volusia County, North of Daytona Beach and Holly Hill, and South of Flagler County. It has a municipal boundary encompassing approximately 38 square miles and a utility service area encompassing approximately 57 square miles. The city provides potable water service to residential, retail, commercial, and industrial customers throughout its service area. The City currently has approximately 56,000 potable water customers. In addition to the corporate limits of the City of Ormond Beach, the utility service area includes:

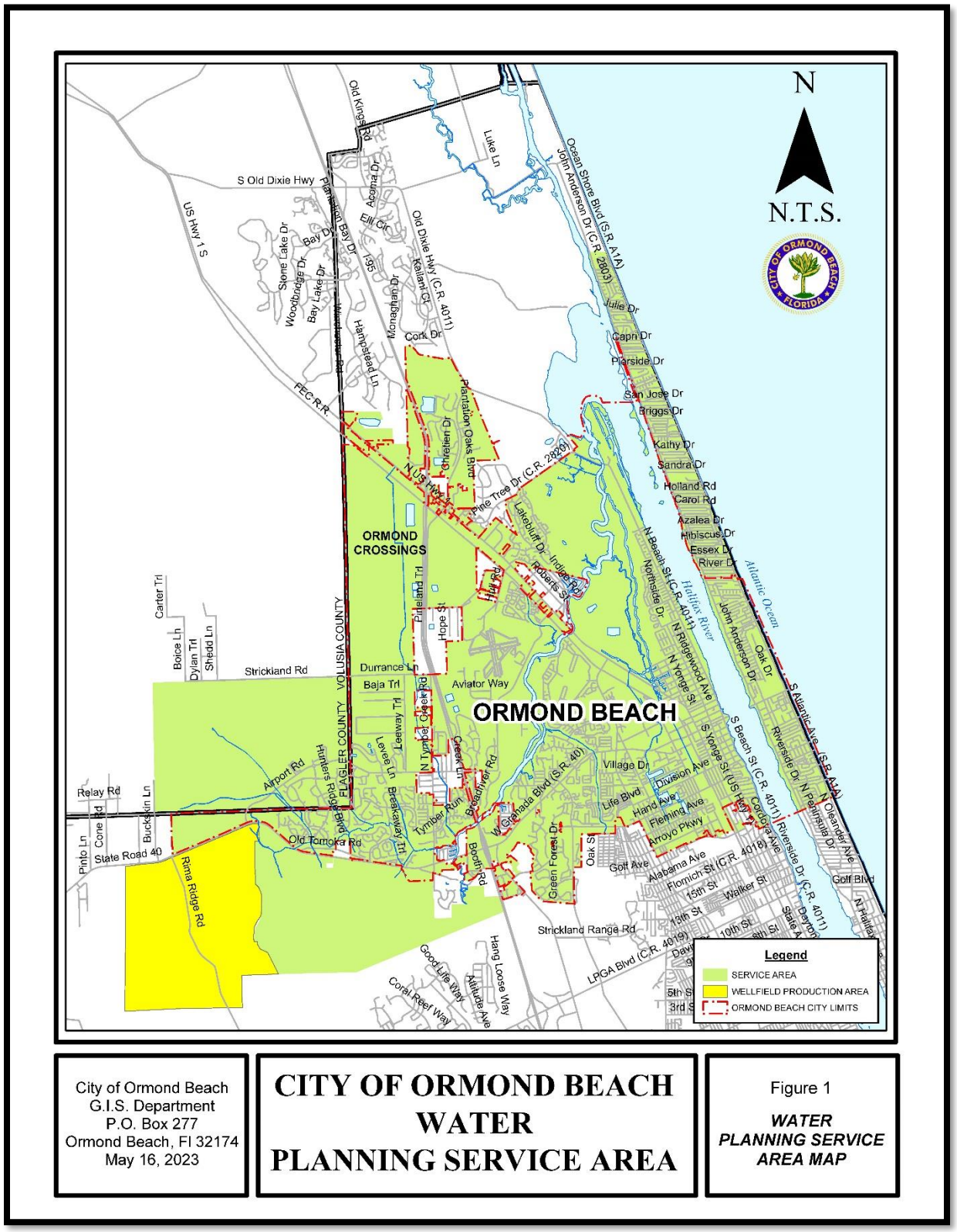
1. The North Peninsula Water District: This area includes portions of unincorporated Volusia County, including Ormond by the Sea;
2. Hunter's Ridge-Flagler County Development of Regional Impact (DRI): The City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter's Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter's Ridge-Flagler County DRI

Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

3. West Ormond Utilities District that includes lands within the City of Daytona Beach. This area contains multiple land areas including the Chelsea Place subdivision, Pineland subdivision, lands west of Tymber Creek Road, including Hunter's Ridge, Breakaway Trails, and a land area within the City of Daytona Beach. In 2006, Ormond Beach and Daytona Beach each approved a Settlement Agreement that governs the portion of the Ormond Beach utility service area within the City of Daytona Beach. The Settlement Agreement incorporates four interrelated documents: (1) a Second Amended Water and Sewer Service Area Agreement; (2) an Interlocal Wholesale and Wastewater Treatment Service Agreement; (3) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East [and West] of I-95; and (4) a Wholesale Water and Wastewater Rate Analysis by Black & Veatch.

A Utility Service Area Map illustrating Ormond Beach's municipal boundary and service area is included **Figure 1.** Residents within the utility service area receive potable water, wastewater, and reclaimed water services from the City where service is available.

Figure 1: Service Area



2.2 EXISTING RAW WATER INFRASTRUCTURE

The City obtains its water supply to serve the utility service areas from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, 33 active primary and secondary groundwater production wells are drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region. These BAT wells are currently only being utilized for reclaimed augmentation purposes as needed. **Table 1** Below is summarized current information regarding the city's wellfields and corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included **Table 1**. These three new wells are currently in the design process and are scheduled to be constructed in 2024 as part of a capital improvement project.

Table 1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Active
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total						**2,980**		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total						**475**		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	300	TBD	Proposed
Existing Hudson WF Total GPM						**1,537**		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF						**4,000**		

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total						**700**		
Maximum Production (All Wellfields)						**9,692**		

Utilizing the maximum production GPM value calculated within **Table 1**, the City can theoretically withdraw 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). However, removing the BAT reclaimed augmentation wells from the equation results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2** shows the approximate geographic location of wells throughout the City's service area.

2.3 EXISTING WATER QUALITY

The primary water quality concern for the City's existing wellfields is chloride levels. **Table 2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded. Typical chloride levels are a concern and are considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D have experienced 'high' levels of chlorides within the past few years. Having chloride levels exceeding 250 mg/L is not a critical concern because the city has a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the city would like to reduce the overall usage of the wells above with higher chloride levels to the maximum extent allowable within their CUP limits during the renewal process.

Wells 18SR and 20SR are offline and need repairs or relocation. The city is working on re-establishing these wells soon. Having them back online will aid the City with raw water supply capacity and wellfield rotation and will likely help lower the measured chloride levels. The city intends to discuss these out-of-service wells with SJRWMD during their CUP renewal process.

Figure 2: Primary Raw Water Components

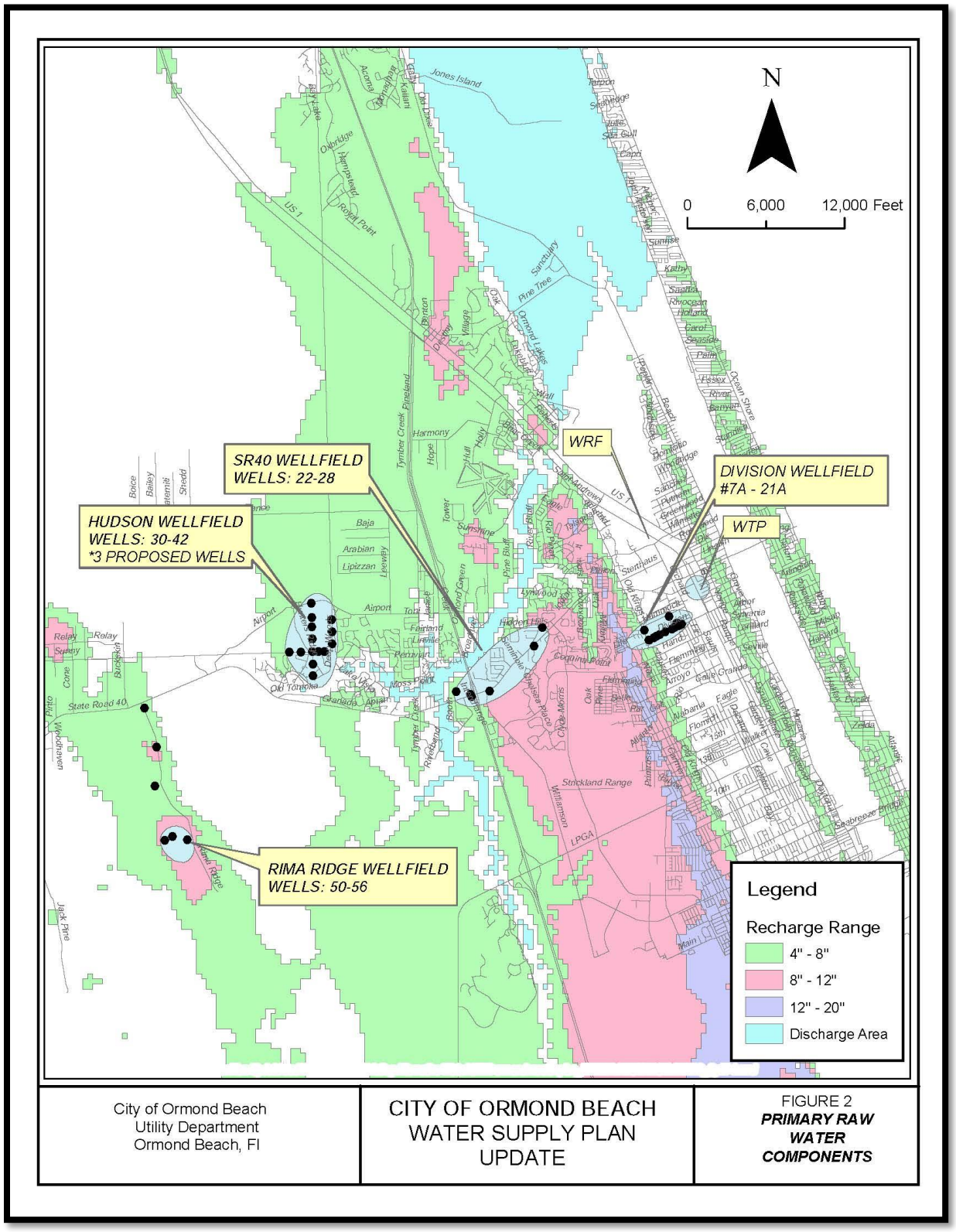


Table 2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D*	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

*Well, 10D was returned to active service near the end of the calendar year 2023.

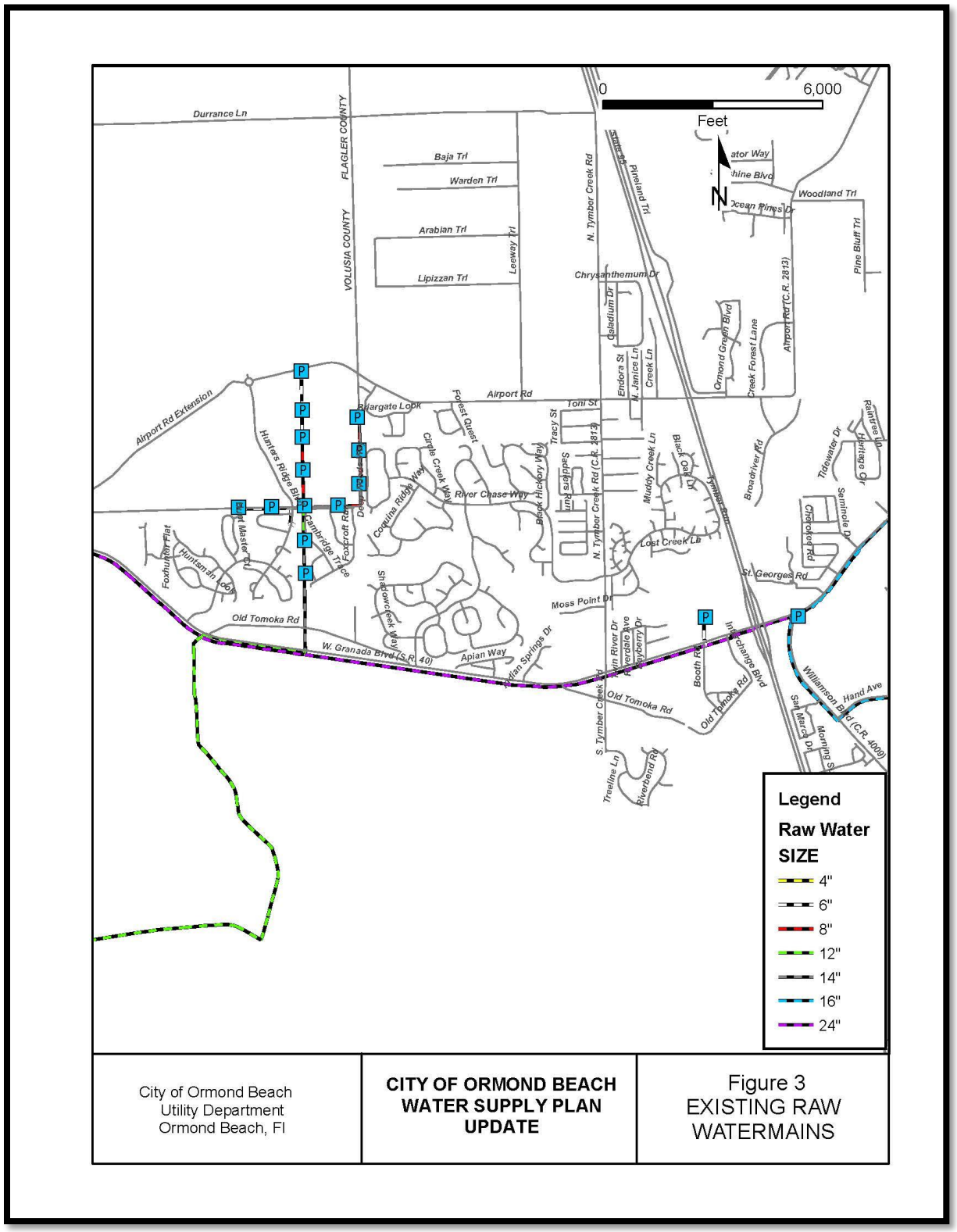
2.4 EXISTING RAW WATER PIPING

The raw water transmission system comprises approximately 134,701 lineal feet, or approximately 25.5 miles, of various pipe sizes. **Table 3** illustrates the estimated length of each type of material present throughout the raw water transmission system according to the latest GIS information. **Figure 3** show a portion of the existing raw water main system in the western portion of the City's service area. The purpose of the raw water transmission piping system is to transfer all water withdrawn from the aquifer by the city's wells to the water treatment plant, where it can be treated and distributed to the city's potable customers.

Table 3: Raw Water System Pipe Material Tabulation

Size	Ductile Iron (LF)	PVC (LF)	Other/Unknown (LF)	Total (LF)
24-inch	39,468			39,468
16-inch	50,626	938		51,565
14-inch	174	2,953		3,127
12-inch	24,592	900	53	25,545
8-inch	755	5,869	117	6,741
6-inch	3,793	3,574	602	7,969
4-inch	287			287
Total	**119,694**	**14,235**	**772**	**134,701**

Figure 3: Existing Raw Watermains



2.5 EXISTING CONSUMPTIVE USE PERMIT STATUS

The City's current Consumptive Use Permit (CUP) was established in 2012 by the SJRWMD and is set to expire in 2024. **Table 4** The chart shows the City's current permitted withdrawal limit and historical usage for past years through 2022. The City is currently in the process of renewing its CUP with the SJRWMD. SJRWMD is currently calibrating the Springs model, and the City looks forward to discussing the revised model with the management district.

Table 4: Current CUP #8932 Groundwater Allocations

Year		Permitted Annual Average Withdrawal (MGD)	Historical Annual Average Withdrawals (MGD)
Historical	2009	7.39	6.03
	2010	7.53	6.61
	2011	7.55	7.06
	2012	7.14	7.02
	2013	7.22	6.27
	2014	7.07	5.72
	2015	7.14	6.32
	2016	7.24	6.71
	2017	7.32	6.59
	2018	7.48	6.59
	2019	7.56	6.91
	2020	7.69	6.85
	2021	7.8	6.33
	2022	7.93	6.20
Permitted Withdrawal	2023	8.04	5.95
	2024	8.18	-

The city has an overall permitted daily flow withdrawal limit from all wells and established withdrawal limits for each wellfield. OBJ The table shows the currently permitted withdrawal limits for each of the City's existing wellfields.

Table 5: Permitted Average Daily Withdrawals from Each Wellfield

Year	Division Avenue Wellfield (MGD)	SR 40 Wellfield (MGD)	Hudson Wellfield (MGD)	Rima Ridge Wellfield (MGD)	Breakaway Trails Wellfield (MGD)
2014	1.65	0.58	1.51	3.15	0.312
2015	1.65	0.59	1.58	3.15	0.312
2016	1.65	0.60	1.69	3.15	0.312
2017	1.65	0.61	1.76	3.15	0.312
2018	1.65	0.61	1.93	3.15	0.312
2019	1.65	0.61	2.01	3.15	0.312
2020	1.65	0.61	2.16	3.15	0.312
2021	1.65	0.61	2.28	3.15	0.312
2022	1.65	0.61	2.43	3.15	0.312
2023	1.65	0.61	2.45	3.15	0.312
2024	1.65	0.61	2.45	3.15	0.312

2.6 HISTORIC RAW WATER USAGE

Historical raw water use data has been compiled from records kept by the City. **Table 6** The data range from 2015 to 2022. The main point is that the City's raw water system has experienced peak day ratios up to 1.43 times the annualized average daily flow values.

Table 6: Historical Raw Water Usage

Year	Annualized Average Daily Flow (MGD)	Peak Month Flow (MGD)	Peak Day Flow (MGD)	Peak Day Ratio to AADF	Annual % Increase of ADF Flow Values
2015	6.322	6.740	7.870	1.25	
2016	6.713	7.260	8.070	1.20	6.18%
2017	6.588	7.100	7.620	1.16	-1.86%
2018	6.588	7.110	7.880	1.20	0.00%
2019	6.913	7.250	8.540	1.24	4.93%
2020	6.845	7.270	8.660	1.27	-0.98%
2021	6.330	6.990	7.930	1.25	-7.52%
2022	6.203	6.560	7.720	1.24	-2.01%
2023	5.945	6.140	8.490	1.43	-4.08%
Averages	6.563	7.034	8.036	1.25	-0.67%

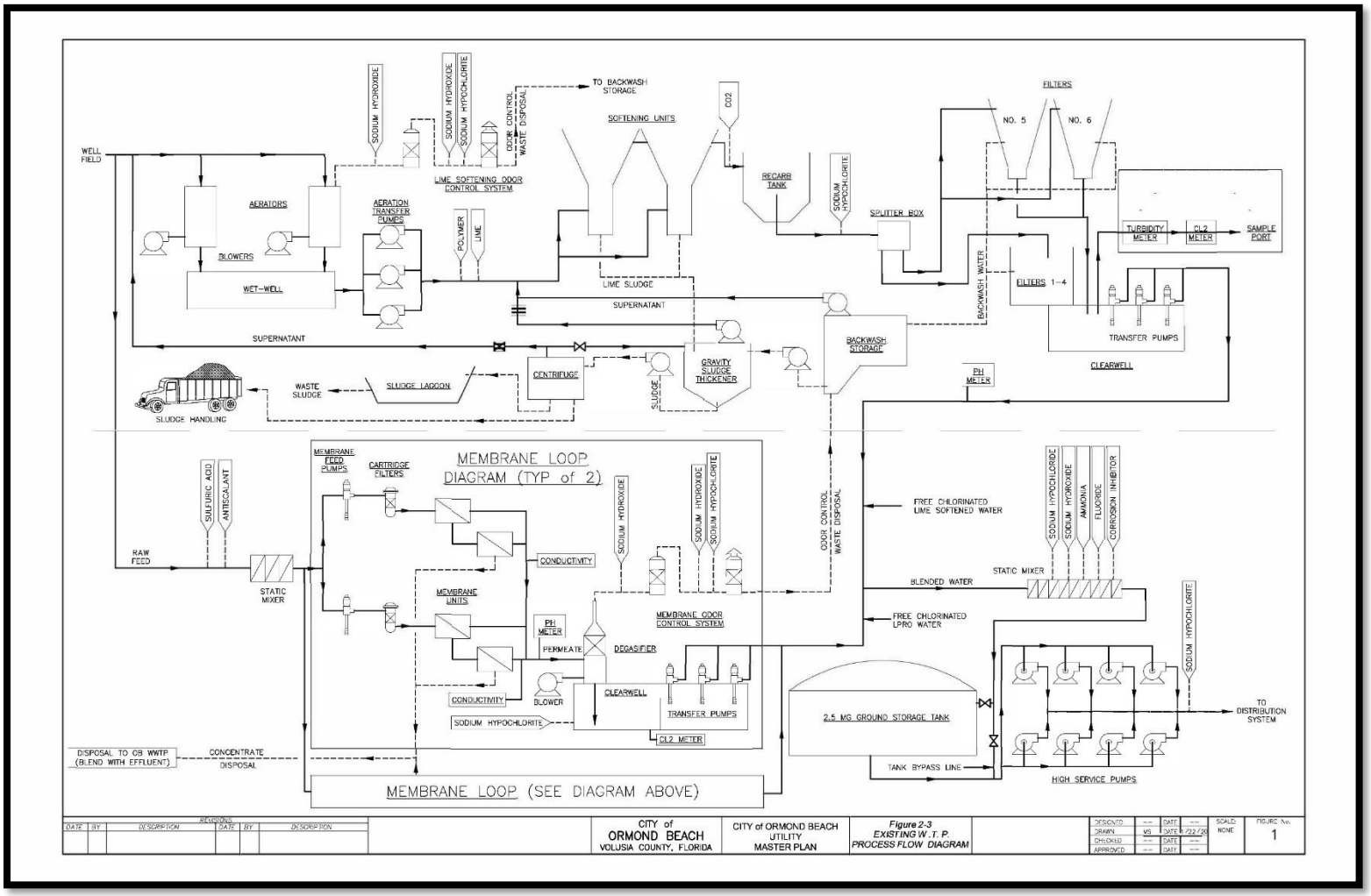
2.7 EXISTING WATER TREATMENT SYSTEM

Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 12.0 capacity is split between an 8.0 MGD lime softening process and a 4.0 MGD low-pressure reverse osmosis (LPRO) process, with both processes being at the same plant location. The physical address of the plant is 298 Tomoka Avenue. The lime softening process includes the following treatment processes: aeration, lime softening, recarbonation, filtration, and disinfection. The LPRO process consists of the following treatment processes: pre-treatment via cartridge filters, feed pumps, membrane skids, chlorine contact chambers, and transfer pumps. The LPRO plant has the advantage of treating raw water with higher chloride levels, but the treatment process requires sacrificing additional raw water. This sacrificed water is designated as a concentrate, which ultimately gets sent to the City's water reclamation facility (WRF) for blending with the City's reclaimed water. **Figure 4** showcases the City's WTP process diagram.

The potable water distribution system primarily includes the following components:

- Four (4) inline booster pump stations
- Main plant storage tanks (2.5 MG Capacity split between two (2) tanks)
- Standish storage tank (1.0 MG Capacity)
- Leeway storage tank (1.0 MG Capacity)
- Approximately 370 miles of distribution piping

Figure 4: WTP Process Diagram



2.8 EXISTING RECLAIMED WATER INFRASTRUCTURE

The City operates a public-access reclaimed water system. The primary source of reclaimed water produced and distributed in the system is treated effluent generated at the City's Regional WRF at 550 North Orchard Street. The Florida Department of Environmental Protection (FDEP) regulates the system under the terms of operating permit # FL0020532.

The City's reclaimed water distribution system primarily includes the following components:

- WRF plant storage tanks (7.0 MG split between two tanks)
- WRF high-service pumping station
- A 2.0 MG storage tank and pump station at Breakaway Trails
- A 0.8 MG storage tank and pump station at Shadow Crossings
- One (1) inline booster station on Airport Road
- Approximately 75 miles of distribution piping

Table 7 showcases the City's average daily reclaimed water flow by month throughout the calendar year of 2022, with the yearly average daily flow into the WRF being 5.39 MGD. The showcased data is based on data recorded by WRF personnel. The primary item to note is that while the city has an annual average reuse rate of 80%, the overall reuse rate fluctuates from roughly 60% to nearly 100% based on the months or time of year. In essence, the city has enough reclaimed supply during the wetter (winter) months but generally does not have enough supply during the drier (summer) months. Additionally, the City does not currently have adequate storage capacity to allow for a more uniform year-round distribution of reclaimed demand. As such, the city is forced to discharge the excess reclaimed water to the Halifax River during periods of low usage, both during the non-growing season (Oct-March) and during periods of high rainfall.

Table 7: 2022 Historical Reuse Flows

Month	Average Flow Thru Plant (MGD)	Average Flow from WTP Concentrate (MGD)	Average Flow to River (MGD)	Flow to Reuse to (MGD)	Percent Reused
January	5.36	0.12	1.34	4.14	76%
February	4.94	0.12	1.09	3.97	78%
March	5.16	0.34	1.45	4.05	74%
April	5.27	0.36	1.21	4.42	79%
May	4.73	0.36	0.43	4.66	92%
June	4.39	0.37	0.01	4.75	100%
July	4.49	0.37	0.23	4.63	95%
August	4.52	0.37	0.21	4.68	96%
September	5.60	0.32	1.42	4.50	76%
October	8.08	0.37	3.45	5.00	59%
November	6.78	0.36	2.96	4.18	59%
December	5.37	0.37	1.47	4.27	74%
Average	5.39	0.32	1.27	4.44	80%

Other sources of reclaimed water, aside from treated effluent, include:

- Concentrate from the City's WTP RO process: Approx. 0.5-1.0 MGD
- Holly Hill reclaimed interconnect: Approx. 0.5-1.0 MGD
- Five (5) irrigation wells in the Hudson Wellfield (turned on as needed)

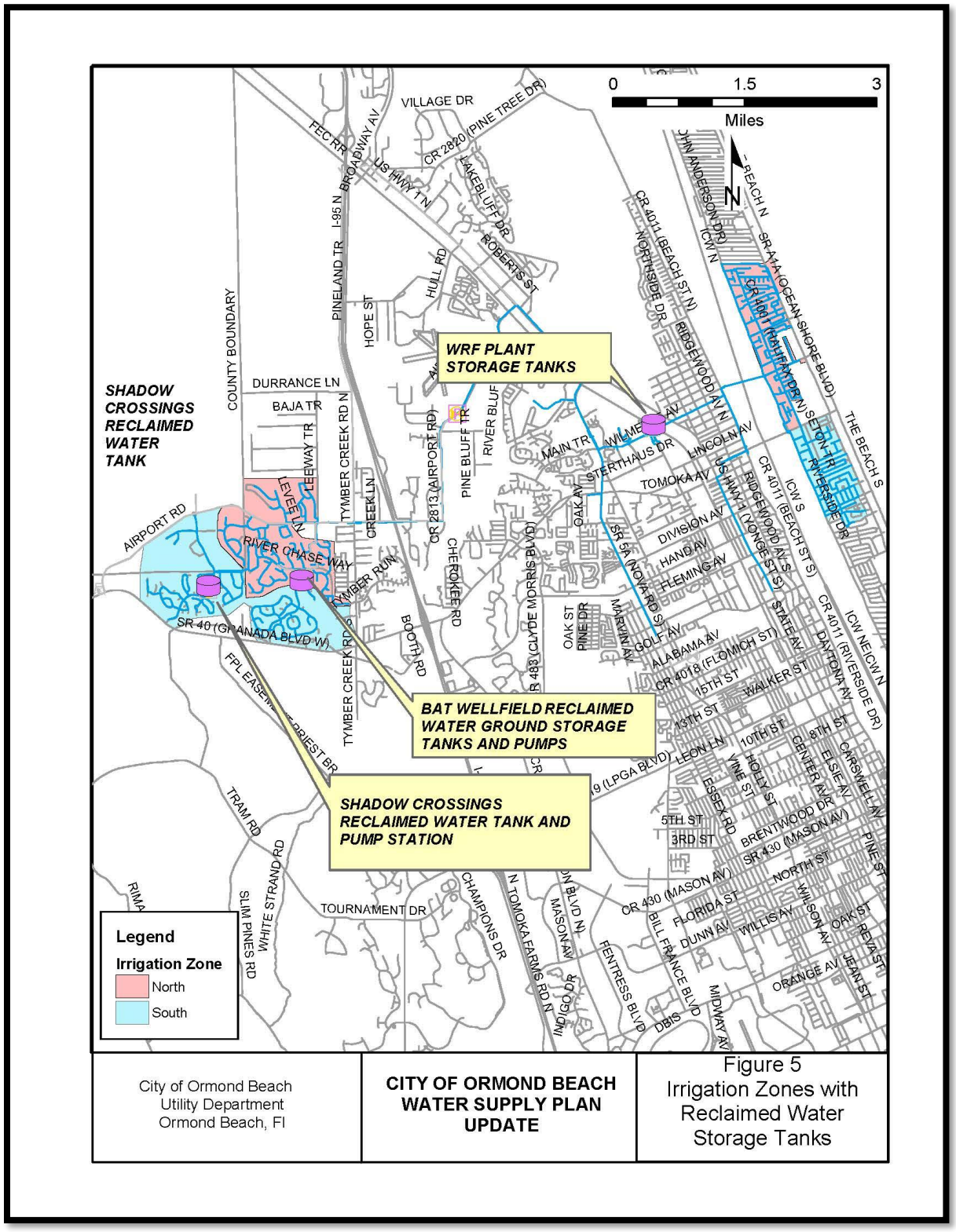
2.9 RECLAIMED WATER SCHEDULING

City ordinances state that under normal conditions, irrigation may only occur between 4 PM and 10 AM. Available reclaimed water, however, is generally fully utilized on most nights, especially during the drier months in the early growing season. During these peak irrigation periods, the city regularly runs out of reclaimed water before 10 AM, showcasing the city's current reclaimed water schedule. Conceptually, the schedule was set up to allow half of the City's customers to irrigate at a time, thereby reducing excess consumption and helping to alleviate pressure drops. Implementing this watering schedule has enabled the city to meet the demands of its reclaimed water customers on most days.

Table 8: Current Reclaimed Water Irrigation Schedule

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
North Breakaway	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
South Breakaway	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Hunters Ridge	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
North Peninsula	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
South Peninsula	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Forest Quest, Briargate, & Deer Creek	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Pineland	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Mallards Reach	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**

Figure 5: Irrigation Zones with Reclaimed Water Storage Tanks



2.10 RECLAIMED WATER CONSERVATION CHALLENGES

The City currently serves approximately 3,000 reclaimed customers. Based upon the average reclaimed demand of 4.44 MGD showcased in **Table 7**, this equates to the average City customer using approximately 1,480 gallons per day of reclaimed water. According to SJRWMD's recommendations, the average reclaimed customer should utilize no more than 500-900 gallons of reclaimed water per day. As such, the current demand data suggests that the City's existing customers are using more reclaimed water than they should be.

In the future, the City would like to add additional reclaimed water customers to the City's infrastructure. Adding reclaimed customers would likely reduce potable irrigation demand and also likely reduce surface water effluent discharges. In order to add additional customers, however, the City will need to look at the use of large volume storage to buffer the reclaimed demand, as well as implementing additional policy changes aimed at curbing excess reclaimed water usage. The City welcomes any input or discussion SJRWMD would like to have regarding reclaimed water conservation practices. Implementing the watering scheduling system has been shown to curb some of the excess usage that was present many years ago, but there is still room for improvement. Some methods for managing reclaimed water currently being discussed internally by City staff include public education, metering, remote valving, and increasing enforcement of existing regulations.

2.11 INTERCONNECTS

The City of Ormond Beach currently has six (6) local interconnects with utilities in the surrounding area. These interconnects are not typically utilized, but they are inspected and maintained by City staff on a routine basis as the City recognizes the overall importance of these interconnects.

The City of Holly Hill has three (3) emergency interconnects with the City. These are generally located on Ridge Avenue, South Center Street, and South Nova Road. The City of Daytona Beach has two (2) emergency interconnects with the City. These are generally located on Williamson Boulevard and North Atlantic Avenue. Volusia County has one (1) emergency interconnect with the City. This interconnect is generally located north of Plantation Oaks Boulevard.

3. IDENTIFICATION OF NEEDED FACILITIES

3.1 ANTICIPATED WATER DEMAND PROJECTIONS

The City of Ormond Beach anticipates developments throughout the service area over the next ten years. These planned developments include Avalon Park Daytona Beach, Hunter's Ridge—Flagler County Development of Regional Impact, Plantation Oaks, and Ormond Crossing.

Table 9 and **Table 10** have been created to showcase the projected potable and wastewater demands anticipated for the city over the next 10 years. This includes the demands from the aforementioned developments along with an additional column being added to the account for overall organic growth. This column is meant to represent the

overall increase in demand that would occur on its own regardless of any development. The organic growth rate of 1.5% was chosen based upon historical data and previous master plan documents. This growth values are subject to change and are monitored as part of the annual; Capital Improvement Plan. Additionally, a projected population for the City's service area has also been included within **Table 9**. The initial population for calendar year of 2024 was obtained by multiplying the City's current potable water meter count of 23,685 by 2.30. Subsequent projection years were estimated by taking the increase in total project average annual daily flow (AADF) value per each calendar year and dividing it by 125 gallons per person while rounding to four digits. These aforementioned values of 2.30 and 125 are estimates utilized by Staff based primarily off of historical trends within the City's service area.

Table 10 utilizes the same projection values of **Table 9**, but the 2024 calendar year value for the reclaimed AADF was obtained by reviewing 2023 discharge monitoring reports (DMR) for the City's water reclamation facility (WRF). The different starting values for the water demand and the reclaimed availability are predominately due to not every existing customer within the City's service area utilizing the City's sewer services. When considering the values present in **Table 10**, staff would like to inform the SJRWMD team that the city currently plans on constructing a secondary WRF in the upcoming calendar years. This new facility will aid the City with future wastewater treatment capacity. Additional detail pertaining to this planned facility was left out of this report due to staff feeling such information was not pertinent to a water supply planning document. With that being said, however, staff welcomes any conversations that the SJRWMD team would like to have with the City regarding this facility if reviewers at the district feel it would be beneficial to conservation efforts.

Table 9: Projected Potable Water Demands in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Potable Demand*	Projected Population in City Service Area
2024	6.296	0.521	6.817	54,475
2025	6.390	1.736	8.126	64,950
2026	6.486	1.955	8.441	67,470
2027	6.584	2.207	8.791	70,260
2028	6.682	2.528	9.210	73,620
2029	6.783	2.801	9.584	76,610
2030	6.884	2.930	9.814	78,450
2031	6.988	3.059	10.047	80,310
2032	7.092	3.189	10.281	82,190
2033	7.199	3.318	10.517	84,070
2034	7.307	3.447	10.754	85,970

*Projected potable water demands are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.2 PROJECTED WASTEWATER SUPPLY/RECLAIMED WATER AVAILABILITY

Table 10: Projected Reclaimed Water Supply in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Reclaimed Supply*
2024	5.40	0.521	5.921
2025	5.48	1.736	7.217
2026	5.56	1.955	7.518
2027	5.65	2.207	7.854
2028	5.73	2.528	8.259
2029	5.82	2.801	8.618
2030	5.90	2.930	8.835
2031	5.99	3.059	9.052
2032	6.08	3.189	9.272
2033	6.17	3.318	9.492
2034	6.27	3.447	9.714

*Projected wastewater/reclaimed water supply are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.3 PROJECTED CONSUMPTIVE USE PERMIT ALLOCATION

Table 11 showcases the City's current permitted raw water withdrawal limit and the projected raw water demands for the years 2024 to 2034. The anticipated CUP requested allocation was calculated by adding 1.0 MGD to the projected raw water demands previously shown in **Table 9**. The values showcased within **Table 11** suggests that the City's projected raw water withdrawal requirements will escalate in the upcoming years primarily due to the proposed developments mentioned in section 3 of this report. The City is currently in discussion with SJRWMD regarding renewing their CUP allocations. As such, the request allocation values in this report are subject to change.

Table 11: Projected CUP Values

Year	Current Permitted Annual Average Raw Water Withdrawal (MGD)	Projected Raw Water Demands (MGD)	Anticipated CUP Request Allocation (MGD)
2024	8.18	6.817	
2025		8.126	9.126
2026		8.441	9.441
2027		8.791	9.791
2028		9.210	10.21
2029		9.584	10.584
2030		9.814	10.814
2031		10.047	11.047
2032		10.281	11.281
2033		10.517	11.517
2034		10.754	11.754

3.4 RAW WATER SOURCE NEEDS

Based upon the projected raw water usage requirements shown in **Table 11**, the City will need the ability to withdrawal at least 11.754 MGD worth of raw water by 2033. Using the existing wellfield information summarized in **Table 2** of this report, the City's existing wells can currently supply a theoretical maximum of 13.9 MGD worth of raw water withdrawal. Typical raw water rotation guidelines recommend that the City should have the capability to withdrawal at least 2.0 times the anticipated demand from the upper Floridan aquifer. Having this 2.0 factor of safety allows for rotation of wells and also reduces the criticality of any single well going out of service. In order to reach this 2.0 factor of safety, the City will need to look at adding approximately 7.6 MGD worth of withdrawal capabilities over the course of the next ten years. Assuming approximately 500 GPM from a new well, this would correspond to the City needing to construct approximately 12 new wells. The location, depth, and GPM value for these new wells is currently being discussed within the CUP renewal process.

Alternative options for the City to obtain additional raw water include: utilizing Lower Floridan Aquifer (LFA) ground water, withdrawing surface water from the St. Johns River, and demineralization of seawater. Implementation of any of these alternative ideas, however, would have a significant cost burden placed upon the City. As such, these ideas

are not currently being pursued, but may be considered if significant funding opportunities or partnerships present themselves.

3.5 RAW WATER CAPITAL PROJECTS

The projects listed within this section are intended to highlight the City's anticipated path forward with regard to capital project construction for anticipated raw water needs identified in section 3 of this report. The capital improvement projects shall be reviewed annually as part of the city's budget and capital improvement plan process. In order to meet the projected demands of the raw water projection of 10.75 listed in **Table 11** for the calendar year 2034 with a 2.0 factor of safety, the City's existing raw water system will need to be reinforced and expanded upon. The projects listed within this section are aimed at establishing redundancy and adequate supply for the City in the years to come.

3.5.1 Raw Water Main Reinforcement

One of the main concerns the City has regarding the existing raw water transmission system is the overall dependence on the existing 24-inch main that runs along Granada Blvd from the utility easement located between Shadow Crossings and Breakaway Trails to the existing Walmart. If anything were to ever happen to this 24-inch main, the City would lose the capability to transfer water from the Hudson and Rima Ridge wellfields back to the existing water treatment plant. To reduce this overall potential vulnerability, the City is currently in the process of completing the design of a secondary, redundant, raw water main from Hunter's Ridge to Williamson Boulevard. A preliminary cost estimate is shown in **Table 12**. This project is intended to be implemented in the short term.

Table 12: Raw Water Main Reinforcement - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
16-inch Raw Water Main	13,500	LF	$120	$1,620,000
Valves and Fittings	1	LS	$380,000	$380,000
			Construction Sub-Total	$2,000,000
			Contingency @ 20%	$400,000
			Engineering & CEI @ 15%	$300,000
			Total Estimated Project Cost	$2,700,000

3.5.2 Hudson Wellfield Expansion

The City currently has three (3) additional wells permitted for construction within the Hudson Wellfield as was permitted in the previous CUP application. The City has executed a task order with one of the consultants for the design of these new wells and the goal is to bring these wells online by the end of calendar year 2024. As such, this project is categorized as short term. A preliminary cost estimate is included in **Table 13**.

Table 13: Hudson Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$300,000	$900,000
Well Access and Sitework	1	LS	$500,000	$500,000
Raw Water Main Piping	1	LS	$200,000	$200,000
Electrical and Instrumentation	1	LS	$100,000	$100,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$1,900,000
			Contingency @ 20%	$380,000
			Engineering & CEI @ 15%	$285,000
			Total Estimated Project Cost	$2,565,000

3.5.3 Rima Ridge Wellfield Expansion

The City would benefit from constructing additional raw water wells in the Rima Ridge wellfield. This proposed project currently seeks to add three (3) new wells in the medium to long term time horizon. Estimated withdrawal capacity from each future well is approximately 500 GPM. A preliminary cost estimate is included in **Table 14**. This project along with the prospect of a new wellfield will be discussed with SJRWMD during the CUP renewal process and is listed an intermediate project in the City's capital improvement program.

Table 14: Rima Ridge Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$375,000	$1,125,000
Well Access and Sitework	1	LS	$650,000	$650,000
Raw Water Main Piping	1	LS	$275,000	$275,000
Electrical and Instrumentation	1	LS	$200,000	$200,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$2,450,000
			Contingency @ 20%	$490,000
			Engineering & CEI @ 15%	$367,500
			Total Estimated Project Cost	$3,307,500

3.5.4 Establish New Wellfield

The projected raw water demands demonstrate that the city will need to add raw water withdrawal capabilities in the upcoming years and construction of a new wellfield will be the most cost-effective option. Achieving a factor of 2.0 for raw water production to raw water demand would give the city greater flexibility to rotate wells, reducing saltwater up-coning and allowing for better control over elevated chloride levels. As previously mentioned, in order to reach this recommended 2.0 production capability, the city would

need to construct at least 12 new wells in the future. Assuming three (3) additional wells are installed within the Hudson Wellfield and three (3) additional wells are installed within the Rima Wellfield, the City should anticipate approximately six (6) wells within the new wellfield. At this point in time, no cost estimate has been established due to the unknown future wellfield site location. This project will be discussed with SJRWMD during the CUP renewal process and is considered a long-term project.

3.6 WATER TREATMENT SYSTEM CAPACITY IMPROVEMENT PROJECT

Based upon the average day potable water demand flow projection of 10.75 listed in **Table 9** for the year 2034, the City's existing water treatment plant will be challenged to provide adequate treated potable water in the long-term future. Typical FDEP recommendations are to plan for additional treatment capacity once the facility nears 80% capacity, which would be 9.6 MGD for the City. As such, the City is currently looking at constructing an additional potable water treatment facility in the future. The projects listed below are aimed at establishing such a facility.

3.6.1 Future Water Treatment Plant Evaluation Report

Due to the complexity of bringing a water treatment plant online, the City plans on conducting an evaluation report prior to the design process. The evaluation report is aimed at reviewing the following items as a minimum: site usability, technology selection, permitting requirements, staffing requirements, raw water quality, any potential blending requirements, and storage and pumping needs. **Table 15** shows a conceptual cost estimate for this evaluation report. This project is currently listed as long term.

Table 15: Future Water Treatment Plant - Evaluation Report

Item Description	Qty	Unit	Unit Cost	Total Cost
Site Evaluation and Technology Report	1	LS	$250,000	$250,000
			Contingency @ 20%	$50,000
			Total Estimated Project Cost	$300,000

3.7 WATER SYSTEM CAPACITY IMPROVEMENT PROJECT

The City currently owns undeveloped property west of I-95 near the intersection of Airport Road and Granada Boulevard. This property has been discussed as being a suitable location for a new water treatment facility. Establishing a new facility at this site would allow the City to treat raw water and distribute finished water to the western service area from this location, as opposed to pumping raw water from the western wellfields to the existing WTP only to then have the existing WTP redistribute the treated water back to the western region. The final site location and potential treatment process, however, will be impacted by the evaluation report. The City would welcome any input from SJRWMD for this upcoming facility. This project is currently listed as long term and a preliminary cost estimate is included in **Table 16**.

Table 16: New Western Water Treatment Plant - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
3.0 MGD Water Treatment Plant	1	LS	$30,000,000	$30,000,000
			Construction Sub-Total	$30,000,000
			Contingency @ 20%	$6,000,000
			Engineering & CEI @ 15%	$4,500,000
			Total Estimated Project Cost	$40,500,000

3.8 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECTS

With the establishment of Policy 1.3.5, which is aimed at 100% reuse utilization by 2030, the City will need to add additional storage capacity and also add additional customers to its existing reclaimed water system. The projects within this section are poised to achieve this objective by creating and connecting a reclaimed water reservoir and by showcasing regions of the City's service area that the reclaimed system could be expanded to in the upcoming years.

3.8.1 Reclaim Main Extension to Reservoir

Based upon previous hydraulic modeling endeavors, the existing 10-inch reclaimed main on Airport Road has been identified as experiencing velocities around 12.0 ft/s during the daytime when filling the City's western storage tanks. For reclaimed water distribution systems, velocities greater than 8 ft/s are typically considered unacceptable. As such, this main is considered undersized and is considered by Staff as being the primary issue with transferring reclaimed water to the western portion of the City's service area. To remedy this situation, the City intends to replace the existing reclaimed main with a new pipe of a greater diameter to increase reliability, reduce experienced velocities, and add capacity to accommodate increased future demand. Additionally, this proposed project would also install a new main to the north of Airport Road such that it would connect the City's existing water reclamation facility to a future reclaimed water reservoir site. The City currently believes an 18-inch diameter main from the Airport Road booster station to the reclaimed reservoir site will achieve the desired outcomes of reducing velocities while also increase storage capabilities. A conceptual cost estimate for this project is shown in **Table 17.** City staff is currently in the initial design phase of this project. As such, this project is listed as being short term.

Table 17: Reclaimed Main Extension to Reservoir - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$350,000	$350,000
18-inch Reclaimed Water Main	28,000	LF	$110	$3,080,000
18-inch Gate Valves	14	EA	$14,000	$196,000
18-inch Reclaimed Main Tie-In	2	EA	$15,000	$30,000
Air Release Valve Assemblies	5	EA	$5,000	$25,000
As-Builts	1	LS	$75,000	$75,000
Clearing and Restoration	1	LS	$650,000	$650,000
			Total Estimated Construction	*$4,406,000*
			Contingency @ 20%	$881,200
			Eng., C.A., & Inspection @ 15%	$660,900
			TOTAL ESTIMATED PROJECT COST	**$5,948,100**

3.8.2 Reclaim Water Reservoir Tank and Station

Creating a reclaimed water reservoir would allow the City's WRF to store additional reuse water during periods of low demand while also providing an augmentation source when periods of high demand occur. The City is currently in the planning process of constructing a reservoir in Flagler County near Strickland Road. A conceptual cost estimate is included in **Table 18**. This project is currently listed with a short-term designation.

Table 18: Reclaimed Water Reservoir Tank and Station - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
Mobilization and General Conditions	1	LS	$300,000	$300,000
Sitework	1	LS	$125,000	$125,000
18-inch Reclaimed Main	100	LF	$110	$11,000
2 MG Storage Tank	1	EA	$1,500,000	$1,500,000
Pump Station	1	LS	$750,000	$750,000
Filtration Unit	1	LS	$350,000	$350,000
Electrical and Instrumentation	1	LS	$375,000	$375,000
As-Builts and Restoration	1	LS	$80,000	$80,000
Reservoir Excavation*	1	LS	$0	$0
			Construction Sub-Total	$3,491,000
			Contingency @ 20%	$698,200
			Engineering Design and CEI @ 15%	$523,650
			Total Estimated Project Cost	$4,712,850

*Excavation of Reservoir assumed to be sold as a borrow pit

3.8.3 New Reclaim Water Storage Tank and Pump Station

With the potential construction of a new water treatment plant and a new water reclamation facility in the western service area, the construction of a reclaimed water storage tank and pump station in the same general vicinity would be a reasonable addition. As such, the City anticipates constructing a 3.0 MG reclaimed water storage tank to add additional reclaimed water storage.

A conceptual cost estimate for this project is included in **Table 19**. This is considered an intermediate term project. This project is partially dependent on the completion of the new western plants projects previously mentioned, and may ultimately be combined within those future projects.

Table 19: Reclaimed Water Storage Tank/Pump Station - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$250,000	$250,000
3.0 MG Reuse Storage Tank	1	LS	$1,600,000	$1,600,000
Reuse Pump Station	1	LS	$750,000	$750,000
Sitework and Yard Piping	1	LS	$150,000	$150,000
20-inch Reclaimed Water Main	100	LF	$150	$15,000
20-inch Valves	2	EA	$14,500	$232,000
Electrical and Instrumentation	1	LS	$150,000	$150,000
As-builts / Layout	1	LS	$81,000	$81,000
Clearing, MOT, and Restoration	1	LS	$50,000	$50,000
			Total Estimated Construction	*$3,278,000*
			Contingency @ 20%	$655,600
			Eng., C.A., & Inspection @ 15%	$491,700
			TOTAL ESTIMATED PROJECT COST	**$4,425,300**

3.8.4 Southern Peninsula Reclaimed Expansion

The City currently has a large number of reclaimed customers on the peninsula portion of the City's service area. As such, expansion of the reclaimed water system on the peninsula to serve customers that do not currently have reclaimed available would make practical sense. Based upon recent hydraulic modeling reports, however, the City has found that the reclaimed system cannot accommodate additional flow due to having only one subaqueous reclaimed crossing. To alleviate this bottleneck, the City is currently in the process of planning for a secondary subaqueous crossing under the Halifax River in the intermediate time frame. With this project completed, the City would be able to expand the existing reclaimed water system on the beachside to serve additional customers. Establishing additional customers on the peninsula would allow for the City to reduce the amount of potable water used for irrigation purposes. This project is currently on the City's long-term radar and conceptual cost estimate will be made during the next major master plan update.

3.8.5 Ormond Crossings Reclaimed Transmission Loop

With the proposed Ormond Crossings development, the developer is currently looking at the potential for installing a reclaimed water main system in the developed area. Theoretically, if the City and developer could work together to install a reclaimed system

that spanned to both the north and south side of the Ormond Crossings region, then this would allow for the City to establish a reclaimed water main looped system from US1 to Airport road. Doing so would allow the City to add additional customers to the reclaimed water system, decrease the amount of potable water used for irrigation purposes in the planned development, and improve reliability in the overall reclaimed system. This project, however, is currently tentative due the overall nature of development. As such, this project is currently listed as a long-term endeavor dependent upon the developer's timetable. A conceptual cost estimate will be made during the next major master plan update.

4. FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Below is water, wastewater and reclaim projects within the city's five-year capital improvement plan.

Table 20: Fund 409, Water and Wastewater R and R (Annual)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Annual)							
EXPENDITURE							
148	Fire Hydrant and Valve Expansion Pro	175,000	175,000	175,000	175,000	175,000	875,000
150	General Facility and System Upgrade	850,000	850,000	850,000	850,000	850,000	4,250,000
152	Lift Station Rehabilitation	75,000	1,383,362	600,000	600,000	600,000	3,258,362
155	Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
157	Meter Installation	90,000	90,000	90,000	90,000	90,000	450,000
158	Pretreatment Effluent Pump Replace	180,000	180,000	180,000	180,000	0	720,000
160	Sanitary Sewer Inflow Infiltration	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL EXPENDITURES		**1,820,000**	**3,128,362**	**2,345,000**	**2,345,000**	**2,165,000**	**11,803,362**

Table 21: Fund 409, Water and Wastewater R and R (Capital)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Capital)							
EXPENDITURE							
164	Airport Road Reclaim Water Main PH	1,100,000	0	0	0	0	1,100,000
165	Shadow Crossings Reuse Pump Facil	415,000	0	0	0	0	415,000
167	Water Main Replacement	2,600,000	300,000	0	0	0	2,900,000
172	SR40 Utility Adjustments	33,000	0	0	0	0	33,000
173	WRF Filter Modifications	0	320,000	5,215,000	0	0	5,535,000
175	Halifax River Force Main Crossing	0	0	153,000	1,913,300	0	2,066,300
177	Existing Wellfield Repairs	0	0	0	145,000	1,778,750	1,923,750
TOTAL EXPENDITURES		**4,148,000**	**620,000**	**5,368,000**	**2,058,300**	**1,778,750**	**13,973,050**

Table 22: Fund 434, Water Impact Fees

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
434-Water Impact Fees							
EXPENDITURE							
180	Hudson Wellfield Expansion	2,572,500	0	0	0	0	2,572,500
182	Utility Master Plan Update	0	320,000	0	0	0	320,000
TOTAL EXPENDITURES		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**
FUNDING							
Wastewater Impact Fees		0	160,000	0	0	0	160,000
Water Impact Fees		2,572,500	160,000	0	0	0	2,732,500
TOTAL FUNDING		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**

Table 23: Fund 499, Water and Wastewater R and R (West Ormond)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
499-Water and Wastewater R and R (West Ormond)							
EXPENDITURE							
186	West Ormond Utilities Area A WM FM	200,000	2,500,000	0	0	0	2,700,000
188	West Ormond Utilities Potable Tank a	375,000	5,025,000	0	0	0	5,400,000
190	West Ormond Utilities SR40 WM FM	6,280,000	0	0	0	0	6,280,000
192	West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
194	West Ormond Utilities WRF Site Impr	1,620,000	0	0	0	0	1,620,000
196	West Ormond Utilities Airport Rd FM	0	275,000	3,059,500	0	0	3,334,500
198	West Ormond Utilities - New Rima W	0	0	300,000	3,007,500	0	3,307,500
200	West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
202	West Ormond Utilities SR40 Parallel	0	0	225,000	2,880,000	0	3,105,000
204	West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
206	West Ormond Utilities - New Raw Wat	0	0	0	0	20,452,500	20,452,500
208	West Ormond Utilities WTP	0	0	0	0	47,250,000	47,250,000
TOTAL EXPENDITURES		**14,975,000**	**45,050,000**	**41,134,500**	**10,207,500**	**67,702,500**	**179,069,500**

5. WATER SUPPLY POLICY UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5 (Modified)

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6. (New)

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2. (Modified)

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1. (Modified)

The City shall maintain a ~~w~~Water ~~s~~Supply ~~facilities~~ ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2. (Modified)

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3. (New)

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 5.3.2. (Modified)

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7. (Modified)

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge

POLICY 5.3.8. (New)

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2. (Modified)

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).

Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.
Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

#	~~Project Description/ Area~~	~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~	~~Relationship to Comprehensive Plan~~
~~Water Improvements~~									
~~1~~	~~Consumptive Use Permit Renewal~~	~~Water & Sewer charges~~	~~$350,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$350,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~2~~	~~Hudson Wellfield Expansion~~	~~Water & Sewer charges~~	~~$0~~	~~$300,000~~	~~$2,300,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~3~~	~~Secondary Raw Water Main~~	~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Water and Sewer Improvements~~									
~~4~~	~~General Facility and Systems Upgrades~~	~~Upgrades - Water 409221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Upgrades – Sewer 409222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	
~~5~~	~~Utility Master Plan Update~~	~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Reclaim Water~~									
~~6~~	~~Reclaimed Water System Improvements~~	~~Water & Sewer charges~~	~~$130,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$130,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~7~~	~~New Reuse Ground Storage Tank~~	~~Water & Sewer Charges~~	~~$0~~	~~$0~~	~~$0~~	~~$385,000~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Total:~~	~~$3,214,175~~	~~$650,000~~	~~$2,870,000~~	~~$735,000~~	~~$350,000~~	~~$7,819,175~~	

~~Table D~~
~~Utilities~~
~~Capital Improvements Schedule~~
~~November, 2020~~

~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~
~~Water & Sewer charges~~	~~$480,000~~	~~$300,000~~	~~$2,300,000~~	~~$385,000~~	~~$0~~	~~$3,465,000~~
~~Upgrades-Water 4092221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Upgrades-Sewer 4092222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~	~~$220,000~~
~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$2,384,175~~
~~Total~~	**~~$3,214,175~~**	**~~$650,000~~**	**~~$2,870,000~~**	**~~$735,000~~**	**~~$350,000~~**	~~$7,819,175~~

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

NEW PAGE ADDED

CONSERVATION ELEMENT









~~CONSERVATION ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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GOAL 1. WATERSHEDS, LAKES AND RIVERS

THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.

OBJECTIVE 1.1. SPECIES DIVERSITY

The City shall coordinate with the appropriate state and federal agencies to maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.

POLICY 1.1.1.

The City shall ~~continue to~~ cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.

POLICY 1.1.2.

The City shall ~~continually~~ coordinate with the appropriate state and federal agencies to identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said activities shall be incorporated into the Land Development Code.

POLICY 1.1.3.

The City shall ~~continue to request~~ encourage that the State ~~adopt~~ maintain an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.

POLICY 1.1.4.

~~The City, i~~In cooperation with State, regional, and local agencies, the City shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values~~,~~ of spoil islands.

POLICY 1.1.5.

The City shall continue to work with the Florida Department of Environmental Protection to expand the Tomoka Marsh Aquatic Preserve boundaries to include Dodson Creek, Strickland Creek, and the portion of Thompson Creek east of US 1.

POLICY 1.1.6.

The City shall cooperate with State, regional and local governmental agencies, in an endangered species information program.

POLICY 1.1.7.

Historic stream courses, saltwater marshes, freshwater marshes, and other wetlands shall not be channelized or impeded and shall be retained in their current condition consistent with the wetland regulations of Objective 5.4.

OBJECTIVE 1.2. SURFACE WATER QUALITY

The City shall coordinate with the appropriate state and federal agencies to protect, enhance, and improve the ambient surface water quality of the Halifax River, the Tomoka River and their tributaries.

POLICY 1.2.1.

The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce De Leon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.

POLICY 1.2.2.

The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. ~~This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.~~

POLICY 1.2.3.

If a central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.

POLICY 1.2.4.

On-site waste treatment system facilities and drain fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface waterbody, whichever is greater. On-site waste treatment systems should be located as far inland from a waterbody or wetlands as possible.

POLICY 1.2.5.

The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

POLICY 1.2.6.

The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.

POLICY 1.2.7.

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system drawdown restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.2.8.

The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.

POLICY 1.2.9.

The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities; marinas shall not be located in the Tomoka River or its tributaries.

POLICY 1.2.10.

In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent waterbody is to be protected.

OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION

The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.

POLICY 1.3.1.

~~On a continuous basis, t~~ The City shall support and promote state and federal agencies programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.

POLICY 1.3.2.

The City shall ~~coordinate its~~ encourage a water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort.

POLICY 1.3.3.

In cooperation with State, regional, and local agencies, including the Volusia County Sheriff's Department, the City shall participate, where possible, in a river safety program that utilizes to the maximum extent possible, miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.

OBJECTIVE 1.4. ECOLOGICAL BALANCE

The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.

POLICY 1.4.1.

~~On a continuing basis, t~~ The City shall coordinate with the appropriate State, regional, and local agencies in the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River ~~with other agencies and private organizations~~. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

POLICY 1.4.2.

On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.

POLICY 1.4.3.

On a continuous basis, the City shall seek to acquire suitable property to meet public access requirements adjacent to the Tomoka River and its tributaries and the Halifax River for passive park and canoe access facilities.

POLICY 1.4.4.

In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.

POLICY 1.4.5.

In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.

OBJECTIVE 1.5. ARTIFICIAL LAKES

Artificially constructed lakes shall be designed and located so as to not negatively affect the aesthetics, ambient water quality, biotic composition/diversity, environmental integrity, flood capacity, public health and safety, or recreational values of the upper Halifax River, the Tomoka River, or their tributaries.

POLICY 1.5.1.

Artificially constructed lakes shall not be included in stormwater management systems which have outfalls into the upper Halifax River, the Tomoka River, or their tributaries

without review and recommendations by the Site Plan Review Committee that all pertinent ordinances and standards have been met and that the discharge to the receiving waters will not degrade ambient surface water quality.

POLICY 1.5.2.

Artificially constructed lakes shall not be excavated in wetland systems in the upper Halifax River, the Tomoka River, or their tributaries and shall not lower water levels in these systems.

OBJECTIVE 1.6. REZONING

Rezoning shall be consistent with the Comprehensive Plan and with the objective of preserving ecological systems and the aesthetic qualities of the community.

POLICY 1.6.1.

All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.

POLICY 1.6.2.

The City shall maintain the zoning district entitled "Special Environmental District" (SE). The following criteria shall apply to the implementation of this policy:

A. The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines:
   1. not protected or preserved by a conservation easement; and
   2. or part of an approved Master Land Use Plan for a Planned Residential Development.

   This area includes mosquito impoundment districts.

B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY 1.6.3.

In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

GOAL 2. FLOODPLAINS

THE CITY SHALL CONTINUE TO IMPLEMENT CURRENT PROGRAMS AND STUDY AND ADOPT NEW PROGRAMS TO MINIMIZE PUBLIC AND PRIVATE LOSSES AND THREATS TO THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO FLOOD CONDITIONS AND HAZARDS.

OBJECTIVE 2.1. FLOOD DAMAGE

Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction, put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.

POLICY 2.1.1.

The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.

POLICY 2.1.2.

The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.

POLICY 2.1.3.

The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may at flood state, pose a threat to life and property in excess of that is anticipated by the 100-year storm in the floodway fringe areas.

POLICY 2.1.4.

Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site, or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

POLICY 2.1.5.

Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.

POLICY 2.1.6.

The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheet flow or pose a threat to the public health, safety, and welfare.

POLICY 2.1.7.

Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.

OBJECTIVE 2.2. FLOODPLAIN MANAGEMENT

All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Code, as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.

POLICY 2.2.1.

The City shall constantly enforce the flood hazard provisions of Chapter 3, Article II of the Land Development Code which shall contain, at a minimum, provisions for:

a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

d. Controlling filling, grading, dredging, and other development which may increase flood damage; and~~,~~

e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

POLICY 2.2.2.

The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

POLICY 2.2.3.

The City shall continue to participate in the National Flood Insurance Program.

POLICY 2.2.4.

All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.

POLICY 2.2.5.

The City shall periodically review its zoning regulations to ensure that the density which is permitted under each zoning category is consistent with the City's desire to protect the natural functioning values of the floodplain and to protect the quality and quantity of surface water resources.

POLICY 2.2.6.

Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.

POLICY 2.2.7.

The City shall perpetually enforce the flood hazard provisions of the Land Development Code and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.

POLICY 2.2.8.

All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.

POLICY 2.2.9.

The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.

GOAL 3. GROUNDWATER

THE CITY SHALL SECURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AND PROTECT THE QUALITY AND QUANTITY OF GROUNDWATER RESOURCES IN ORDER TO ENSURE A SAFE AND ADEQUATE WATER SUPPLY FOR PRESENT AND FUTURE GENERATIONS AND, TO PRESERVE GROUNDWATER RESOURCES PRESENTLY IN USE.

OBJECTIVE 3.1. SALTWATER INTRUSION AND RECHARGE

The City shall prevent saltwater intrusion by limiting potentially harmful water extractions and ensuring recharge occurs to the maximum extent practical and technically feasible.

POLICY 3.1.1.

Water conservation measures shall be maintained in the plumbing codes (e.g., require new construction to install water conserving plumbing fixtures) and shall be updated as the technology becomes available.

POLICY 3.1.2.

The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include "dry-line" requirements for new developments.

~~POLICY 3.1.3.~~

~~The City shall obtain water through interconnections with adjacent utility systems.~~

POLICY 3.1.3~~4~~.

Potable water withdrawal from areas east of the County buffer zone shall be pumped at an appropriate volume and rate to avoid both saltwater intrusion and decreased aquifer levels. These actions shall be consistent with the City's approved wellfield operating plan.

OBJECTIVE 3.2. INTERGOVERNMENTAL COORDINATION

Coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater problems.

POLICY 3.2.1.

The City shall maintain and periodically review potable water supply wellfield protection standards~~,~~ by designing land use controls that provide long-term protection from contamination, and by establishing criteria for regulations to ensure proper handling, utilization, storage, and disposal of chemicals, fuels, and other hazardous materials within the City, to avoid groundwater contamination.

POLICY 3.2.2.

The City shall maintain formal lines of communication with Federal, State, and local agencies so that the City Police and Fire Departments can be prepared when hazardous materials are transported through the City.

POLICY 3.2.3.

On a continuous basis, the City's Engineering Division shall revise its estimates of safe yield for the Volusia-Floridan Sole Source Aquifer.

OBJECTIVE 3.3. AQUIFER PROTECTION

Excavation projects shall not harm the Volusia-Floridan Sole Source Aquifer.

POLICY 3.3.1.

The City shall prohibit removal of the confining layer of material separating the bottom of borrow pits from the top of the Volusia-Floridan Sole Source Aquifer.

OBJECTIVE 3.4. GROUNDWATER CONTAMINATION

The City shall act to prevent groundwater contamination and to ensure that any contamination will be quickly detected and subjected to a swift and effective response.

POLICY 3.4.1.

On a continuous basis, the City shall maintain its extensive water quality testing program at and near the City landfill in order to monitor groundwater quality parameters.

POLICY 3.4.2.

The City shall maintain and periodically review the provisions of the Land Development Code concerning abandoned gasoline tanks, to comply with applicable State and County regulations.

POLICY 3.4.3.

Groundwater resources shall be protected from leaking underground storage tanks by the utilization of state-of-the-art leak prevention technology (such as double-walled storage tanks).

OBJECTIVE 3.5. DEVELOPMENT

All requests for development shall be reviewed to ensure that potential impacts of the proposed development activity do not degrade the quantity and quality of groundwater resources.

POLICY 3.5.1.

Depending upon site locations and intensity of development, applicants for development may be required to provide the City with sufficient information for review of the potential impact on the groundwater resources of the City and region.

POLICY 3.5.2.

The City shall continue to require such information which shall include, but not be limited to, site hydrology, geology, geologic maps, surficial aquifer characteristics, confining unit definitions, water table contour map, direction and rate of groundwater flow, maximum/ minimum recorded water table elevations, aquifer relationship to local geology, location of local discharge features, background water quality, suitability for irrigation and wastewater reuse, Volusia-Floridan Sole Source Aquifer characteristics, and potentiometric surface map.

POLICY 3.5.3.

Development within the zone of influence of wellfields shall be regulated and permitted to ensure no degradation of the quality and quantity of groundwater.

POLICY 3.5.4.

Fuel dispensing and storage facilities shall be prohibited within the zone of influence of any wellhead and wellfield.

POLICY 3.5.5.

To the maximum extent possible, the City shall encourage irrigation water to be furnished from community suppliers such as a City or neighborhood reuse system; and the City should discourage the use of individual non-potable wells.

POLICY 3.5.6.

The Volusia-Floridan Sole Source Aquifer should not be used to meet non-potable irrigation needs.

POLICY 3.5.7.

Individual well pumpage rates shall be matched to site specific hydrological characteristics in order to avoid excessive groundwater drawdowns in the Floridan Aquifer.

POLICY 3.5.8.

The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.

GOAL 4. POTABLE WATER

THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND FUTURE DEMANDS WITHOUT HARMING GOUNDWATER RESOURCES.

OBJECTIVE 4.1. POTABLE WATER SERVICES

Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.

POLICY 4.1.1.

The City shall provide potable water service to existing or platted subdivisions throughout its service area.

POLICY 4.1.2.

The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.

OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION

The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.

POLICY 4.2.1.

The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells~~,~~ and are in need of central water service.

POLICY 4.2.2.

The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

POLICY 4.2.3.

The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following:

a. Interpret District procedures associated with declaring and rescinding a water shortage;

b. Designate one or more persons to be a liaison with the District concerning water shortage related matters and the enforcement of District water use restrictions;

c. Amend its ordinance, as needed, to facilitate local enforcement of District water use restrictions;

OBJECTIVE 4.3. WATER CONSERVATION

In order to maintain adequate potable water supplies to meet public health, safety, and welfare needs and minimize adverse economic, social, and environmental impacts, the City shall encourage and require water conservation.

POLICY 4.3.1.

The City shall continue to participate in Local, District, State, and Federal public awareness programs to inform the public of the benefits of reducing water usage.

POLICY 4.3.2.

The City shall discourage the over-watering of lawns and other landscaping plants, particularly when automatically timed sprinkler systems are used. The City shall require the use of "rain sensors" as required by Florida Statutes.

POLICY 4.3.3.

The City shall continue to prohibit the sprinkling of lawns during hours of high evaporation potential.

POLICY 4.3.4.

Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry-lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

POLICY 4.3.5.

The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.

GOAL 5. VEGETATION

THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.

OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES

The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.

POLICY 5.1.1.

An inventory of natural vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.

POLICY 5.1.2.

~~The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to land developers.~~ Land developers and other interested parties shall consult with state agencies who maintain the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as desired.

POLICY 5.1.3.

Ecologically viable portions of natural upland plant communities including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable.

POLICY 5.1.4.

The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion~~,~~; and other areas where the public interest is best served by preserving native vegetation.

POLICY 5.1.5.

The City shall maintain and periodically review standards that preserve the present forested tree cover to the maximum extent practical.

POLICY 5.1.6.

The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.

POLICY 5.1.7.

The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.

POLICY 5.1.8.

Significant mesic or ~~xeric~~ native communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.

OBJECTIVE 5.2. HABITAT AND DEVELOPMENT

Balance the combination of aesthetic, ecological, recreational, and utilitarian qualities of the land for the long-term public interest.

POLICY 5.2.1.

Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas~~,~~ for designated plant and animal species.

POLICY 5.2.2.

The development plan review process shall consider the overall impact of a project on adjoining ecosystems.

POLICY 5.2.3.

Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.

POLICY 5.2.4.

In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors, and specimen and historic trees.

POLICY 5.2.5.

Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.

POLICY 5.2.6.

Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.

POLICY 5.2.7.

Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.

POLICY 5.2.8.

Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.

POLICY 5.2.9.

On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.

POLICY 5.2.10.

On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.

POLICY 5.2.11.

The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.

POLICY 5.2.12.

Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.

POLICY 5.2.13.

Wherever feasible, site design shall accommodate any designated plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.

POLICY 5.2.14.

To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.

POLICY 5.2.15.

The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlight the flora, fauna, land forms, water bodies, and historical/archeological resources allocated along the corridor.

POLICY 5.2.16.

The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall ~~develop~~ maintain and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.

POLICY 5.2.17.

The City of Ormond Beach shall cooperate with Volusia County in efforts to Regrow the Loop and Regrow Volusia.

OBJECTIVE 5.3. NATIVE LANDSCAPING

The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

POLICY 5.3.1.

The City shall continue to promote and encourage ~~xeriscape~~ native design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing ~~xeriscape~~ native plantings.

POLICY 5.3.2.

The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of drought resistant native vegetation in harmony with site specific conditions.

POLICY 5.3.3.

Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.

POLICY 5.3.4.

All new developments and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.

POLICY 5.3.5.

Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.

POLICY 5.3.6.

Exotic plant species, as identified by the Florida Invasive Species Council ~~listed as exempt species in chapter 3, Article II of the Land Development Code~~, shall be removed from development sites during the time of construction.

POLICY 5.3.7.

Development shall preserve fifty (50%) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.

POLICY 5.3.8.

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

POLICY 5.3.9.

The removal of invasive species on City owned and maintained lands shall be funded through the annual budget process.

OBJECTIVE 5.4. WETLAND PRESERVATION

Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; ~~and~~ establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.

POLICY 5.4.1.

It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; to require silviculture to comply with all requirements; to provide for mitigation in the form of wetland restoration, wetland creation or upland preservation; to offset further losses; to promote economic development that creates long-term, value added jobs by allowing wetland impacts in excess of minimum requirements under certain conditions for commercial, industrial, ~~and~~ residential, office, and retail~~,~~ land uses, subject to applicable ~~c~~ County, ~~s~~ State, and ~~f~~ Federal wetland regulations; and to provide for the protection of wetlands under the City's land development regulations to be adopted and implemented consistent with Section 163.3202, F.S.

POLICY 5.4.2.

Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities. As a result of development, there shall be no net loss of wetlands functions or values, nor shall wetlands functions and values be degraded.

POLICY 5.4.3.

All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.

POLICY 5.4.4.

The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Code.

POLICY 5.4.5.

No activities in or affecting wetlands shall destroy natural wetland functions that are important, unless otherwise mitigated, to the general welfare by:

a. Decreasing breeding, spawning, nesting, wintering, feeding, or other critical habitat for fish and wildlife, including rare, threatened and endangered plant and animal species, commercially and recreationally important fish and wildlife and species of special concern;

b. Interfering with the natural exchange of nutrients needed by fish and other forms of wildlife;

c. Reducing groundwater recharge;

d. Destroying sites needed for educational and scientific research.

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.

b. Halifax River: A minimum of 30 feet from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in the Land Development Code, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten (10') feet above the mean high-water mark exists along the river.

c. Mosquito Control Ditches; Strickland, Dodson, and Thompson Creeks; and Misner's and Groover Branches: A minimum of 60 feet from the mean high-water mark or 50' from the upland/wetland interface line, whichever is greater.

d. For those waterways listed under "c" above, the shoreline and wetland setback may be adjusted downward on a case-by-case basis, to be no less than 30 feet from the mean high-water mark or no less than 25 feet from the upland/wetland interface, whichever is greater. A request for a reduction may be considered, provided that the associated wetland and upland buffer areas are predominantly herbaceous in nature, and the functioning values of the wetland and upland buffer areas are poor for such factors as wetland wildlife quality~~,~~ and quantity~~,~~; ~~and~~ sediment and turbidity control; and surface water runoff control. A determination to allow a reduction in the buffer width shall be based on a finding of conformance to all of the following criteria as conducted through the development review process:

   1. The developable portion of the property is less than 150 feet deep for existing lots of record, as of the date of adoption of the Comprehensive Plan.

   2. The proposed development shall be connected to a central water and sewer system.

   3. The proposed development shall not adversely impact the hydroperiod and other functioning values of the adjacent wetland as determined by review of a Wetlands Management Plan, which is required to be submitted under the Wetlands Protection Ordinance.

   4. The proposed development shall provide one-to-one mitigation for reduction in standard, by enhancing the functioning values of the on-site upland and wetland buffer areas.

POLICY 5.4.7.

The City shall maintain Land Development Code regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.

POLICY 5.4.8.

All new development shall submit to the City a description of all watercourses, water bodies and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Regulation, the Army Corps of Engineers, the St. Johns River Water Management District, and the Florida Department of Environmental Protection shall be included.

POLICY 5.4.9.

No development shall be approved unless it satisfies the provisions of the City's Land Development Code and the ~~SJRWMD~~ St. Johns River Water Management District rules for Management and Storage of Surface Waters (MSSW), Chapter 40C-4, F.A.C.

POLICY 5.4.10.

The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.

POLICY 5.4.11.

The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat, improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.

POLICY 5.4.12.

The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.

POLICY 5.4.13.

Any drainage that occurs adjacent to a wetland will be separated by an adequate buffer, liner or other means to avoid changes in the wetland's hydroperiod.

POLICY 5.4.14.

Biological monitoring activities, including shallow groundwater levels, shall be undertaken by the developer at various locations for the purpose of evaluating wetland biological productivity and condition.

POLICY 5.4.15.

The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.

POLICY 5.4.16.

Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/ detention ponds for treatment prior to discharge into receiving water bodies.

POLICY 5.4.17.

On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.

POLICY 5.4.18.

No wells shall be allowed to be constructed in wetlands.

POLICY 5.4.19.

Where artificially constructed lakes adjoin or are within 100 feet of a wetland, design elevations of such lakes will be controlled to maintain or recreate historic water levels and

hydroperiods of the adjacent or nearby wetland system. Under no circumstances shall the lakes be allowed to draw down the water table within 300 feet of a wetland.

POLICY 5.4.20.

The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.

POLICY 5.4.21.

Limit the extensive utilization of fill material in uplands if its utilization results in extensive or significant wetland alteration.

POLICY 5.4.22.

Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.

POLICY 5.4.23.

The City shall prohibit direct discharge of stormwater into wetland areas.

POLICY 5.4.24.

The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District and/or the City accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.

POLICY 5.4.25.

Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.

POLICY 5.4.26.

Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.

POLICY 5.4.27.

Agricultural drainage ditches and mosquito control ditches that adversely affect the hydroperiod of natural wetland systems shall be prohibited.

POLICY 5.4.28.

Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.

POLICY 5.4.29.

The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:

a. Avoiding the impact altogether by not taking a certain action or parts of an action;

b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;

c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;

d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and

e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.

POLICY 5.4.30.

Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:

a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable;

b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored;

c. Periodic monitoring to remove exotic or nuisance vegetation;

d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and

e. An upland habitat as an adjacent buffer on mitigated sites.

POLICY 5.4.31.

An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.

POLICY 5.4.32.

Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.

POLICY 5.4.33.

A mitigation plan approved by a Federal, State, or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.

POLICY 5.4.34.

An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.

POLICY 5.4.35.

The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.

GOAL 6. FISH AND WILDLIFE

MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES IN TERMS OF OVERALL POPULATION AND DIVERSITY.

OBJECTIVE 6.1. CONSERVATION

The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.

POLICY 6.1.1.

The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.

POLICY 6.1.2.

If it is presumed that a designated species may be present on the basis of general characteristics, including the number and types of plant communities, the linear amount of "edge" such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be required to conduct an inventory of existing wildlife and vegetation on the site.

POLICY 6.1.3.

No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.

POLICY 6.1.4.

The City shall monitor and review development and recreation activities, in conjunction with other agencies, along the Tomoka River and its tributaries to identify the impacts that development and recreation have on fish and wildlife within the rivers' and creeks' riparian wildlife corridor.

POLICY 6.1.5.

In order to maintain the biological integrity of the riparian wildlife corridor associated with the Tomoka River and its tributaries, the City shall continue to ensure that the width of the corridor does not diminish below present levels by preserving all connected wetland areas and requiring upland and shoreline buffers.

POLICY 6.1.6.

The City shall coordinate with the St. John's River Water Management District (SJRWMD) to inventory and analyze the extent of wildlife and make recommendations to maintain or prevent the significant decline of wildlife diversity in ~~SJRWMD~~ the St. John's River Water Management District designated Riparian Habitat Protection Zones.

POLICY 6.1.7.

The City shall maintain in the development review process the review and consideration of the cumulative and macro level impacts upon native faunal and floral species, their habitats, and wildlife corridors.

POLICY 6.1.8.

The City shall cooperate with local, State, regional, and Federal agencies as needed to update inventory and analysis of the quantity and quality of existing aquatic and terrestrial habitat and movement corridors.

POLICY 6.1.9.

The City will cooperate with state agencies to implement the ~~enforce riparian wildlife corridor standards to prevent the diminishing of wildlife diversity beyond the baseline diversity similar to but not less than the six-hundred (600') foot St. John's River Water Management District (SJRWMD)~~ Tomoka River Riparian Habitat Protection Zone.

POLICY 6.1.10.

On a continuous basis, the City shall update its Land Development Code to incorporate the most recent information and to best ensure protection of sea turtles.

POLICY 6.1.11.

The City shall prohibit the release of balloons into the atmosphere, except for balloons associated with educational, scientific, or transportation purposes.

POLICY 6.1.12.

The City shall maintain standards, within the land development regulations for identification and preservation of floral and faunal habitats and wildlife corridors.

POLICY 6.1.13.

Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and Freshwater Fish Commission or the Florida Department of Environmental Protection, the United States Fish and Wildlife Service, and the City. Proper protection and habitat management, to the satisfaction of all agencies, shall be provided by the developer.

POLICY 6.1.14.

To minimize dependency on groundwater for irrigation and to prompt retention of wildlife habitat, native vegetation shall be utilized in landscaping to maximum extent practicable.

POLICY 6.1.15.

The City shall ensure that protected and designated environmental system corridors remain intact even after annexation.

POLICY 6.1.16.

If a habitat mitigation plan is required by an agency, the City shall ensure that the applicant provides for on-site direct supervision during the construction process and any post-construction modifications. Permit conditions of other agencies shall be submitted to the City and enforced.

~~POLICY 6.1.17.~~

~~The City shall encourage the Volusia Council of Governments to maintain a clearinghouse for environmental and natural resource studies and recommendations by both public and private organizations.~~

POLICY 6.1.1~~8~~7.

Marinas shall not be permitted in areas which are determined to be critical to the survival of the manatee. This includes the Tomoka River, Thompson Creek, Strickland Creek, and Dodson Creek. In addition, construction of new or the expansion of existing boat facilities in these areas shall be consistent with the Manatee Protection Plan for Volusia County ~~dated August 23, 2005 (adopted by Volusia County on September 8, 2005)~~ and the requirements of the City of Ormond Beach Land Development Code, whichever is more restrictive.

POLICY 6.1.1~~9~~8.

Where a site is found to be inhabited by a gopher tortoise population that meets or exceeds the Florida Game and Freshwater Fish Commission's threshold of "significant" gopher tortoise habitat or which comprises part of a gopher tortoise population that may, in the aggregate, meet or exceed this threshold, the property owner shall protect such habitat areas through the use of conservation easements, deed restrictions, or common open space areas. As an alternative, gopher tortoises may be relocated only in conformance with an approved gopher tortoise relocation plan.

POLICY 6.1.~~20~~19.

Any bridge or road crossings over water bodies and/or wetlands shall be designed and constructed to minimize the right-of-way width, minimize overstory removal, and provide adequate space under the span of road to accommodate large wildlife movement and shall not impede anticipated water flows.

POLICY 6.1.2~~1~~0.

Land development proposals shall be reviewed to protect the natural functions of ecologically viable wildlife, fisheries and marine habitats. Applicants for development shall prepare a suitable alternative management plan, as per Policy 6.1.2., when local, State, or Federally listed vegetative, wildlife and marine species occur within project boundaries.

POLICY 6.1.2~~2~~1.

The City shall maintain development review standards for projects which impact habitats of endangered and threatened species or species of special concern. The type and

occurrence of such habitats shall be as determined by the City, the County or the appropriate Federal ~~(USFWS)~~ and State ~~(FGWFC, FDEP, ECFRPC)~~ agencies. These review standards shall address at minimum:

a. Proper siting of development structures and infrastructure, including clustering of dwelling units or buildings away from such habitats;

b. Management plans which protect fish and wildlife designated as endangered, threatened or species of special concern;

c. Mitigation plans for such habitat which is unavoidably altered;

d. Restrictions on the use of such habitats to those which are found to be compatible with the requirements of wildlife species which are threatened, endangered, or of special concern.

~~POLICY 6.1.23.~~

~~The City shall establish management plans for specific endangered and otherwise designated species. At minimum, these plans shall:~~

~~a. Provide for the coordination of Federal, State, local, and private activities involving protection of the particular species;~~

~~b. Establish public education programs;~~

~~c. Provide for the minimization of activities which directly or indirectly adversely impact the particular species listed above; and~~

~~d. Establish standards for habitat protection, and/or relocation of species, where appropriate.~~

POLICY 6.1.2~~4~~ 2.

The City shall establish and maintain programs to reduce~~,~~ and eliminate, where possible, pollution activities which adversely impact endangered species, including illegal dumping of solid and hazardous waste, littering near open waterbodies, and the outdoor release of balloons.

POLICY 6.1.2~~5~~3.

Marine, brackish, and freshwater habitats necessary for the continued ecological stability of fisheries and water-depending wildlife shall be identified and protected through, at minimum, coordination with the Florida Game and Freshwater Fish Commission, Florida Department of Environmental Protection, and other governmental agencies as appropriate.

POLICY 6.1.2~~6~~4.

The City shall continue to ensure the protection of manatees by, at minimum: supporting the Tomoka River Manatee Sanctuary; supporting the regulation and enforcement of boat speeds; regulating safety and water sport activities; utilizing the boat facility siting plan in Phase II of the Manatee Protection Plan for Volusia County~~ dated August 23, 2005~~; monitoring and ensuring the proper maintenance of extensive signage denoting manatee habitat and associated boat speed zone; requiring mitigation through contributions to the Manatee Conservation Fund; and ensuring the distribution of educational materials about manatees and their protection at boat launch and marina facilities. All manatee protection measures shall be consistent with the Manatee Protection Plan for Volusia County~~ dated August 23, 2005 (adopted by Volusia County on September 8, 2005).~~

POLICY 6.1.2~~7~~5.

Land use activities adjacent to the following areas:

- Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements;
- Tomoka Marsh Aquatic Preserve;
- Tomoka River Manatee Sanctuary;
- Tomoka River ~~OFW~~ Outstanding Florida Water;
- Tomoka State Park; and
- Wetlands,

shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and residential, office, retail or neighborhood commercial. All proposed land use activities must ensure that such activities will not degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.

POLICY 6.1.2~~8~~6.

Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State

agency ~~(FGFWFC or FDEP)~~ and the U.S. Fish & Wildlife Service prior to their approval by the City.

POLICY 6.1.2~~9~~7.

The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. "Critical habitat" shall include those habitat types, or specific geographical locations, which are designated as such by the appropriate State and Federal agencies. ~~USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.~~

GOAL 7. USES OF NATURAL RESOURCES

THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATONS AND PUBLIC PROGRAMS.

OBJECTIVE 7.1. LAND ACQUISITION

The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.

POLICY 7.1.1.

Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.

POLICY 7.1.2.

On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek, and the Halifax River.

POLICY 7.1.3.

The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.

OBJECTIVE 7.2. IMPACT ASSESSMENT

All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.

POLICY 7.2.1.

The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special

requirements of the ~~residential s~~ Suburban Residential zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.

OBJECTIVE 7.3. SUSTAINABILITY

Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

POLICY 7.3.1.

Encourage the production and use of energy generated from renewable resources.

POLICY 7.3.~~3~~2.

The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

POLICY 7.3.4~~3~~.

Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

POLICY 7.3.~~5~~4.

Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

POLICY 7.3.~~6~~5.

Encourage site design techniques that restore natural "green infrastructure" (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 8. AIR QUALITY

MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, ~~AND~~ WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.

OBJECTIVE 8.1. STANDARDS

Prevent the degradation of the City's air quality below baseline standards.

POLICY 8.1.1.

No industrial or commercial business which emits air pollutants which would degrade the City's ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.

POLICY 8.1.2.

The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, ~~and~~ bike racks, and requiring more improved pedestrian sidewalks.

~~POLICY 8.1.3.~~

~~The City shall support, by Resolution, an inspection program by the Police Department to identify vehicles which fail to meet pollution control standards as mandated by Florida Statutes.~~

POLICY 8.1.~~4~~3.

New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.

POLICY 8.1.~~5~~4.

Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.

POLICY 8.1.~~6~~5.

In the interest of safety and air quality control, residential development shall construct a system of bikeways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

a. Homes and schools

b. Homes and employment centers

c. Homes and neighborhood commercial centers.

POLICY 8.1.~~7~~6.

External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.

POLICY 8.1.~~8~~7.

Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

POLICY 8.1.~~9~~8.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 8.1.~~10~~9.

The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

OBJECTIVE 8.2. SITE PLAN REVIEW

~~The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes.~~ Should the City determine the need for the review of the impacts to the air quality, the developer shall pay for the services of a 3rd party consultant to review the project for change in levels of air pollutants, considered hazardous to health or damaging to

property. The City shall coordinate with the Florida Department of Environmental Protection as the regulatory body for -air permits.

POLICY 8.2.1.

The City shall require all industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.

POLICY 8.2.2.

The shade and opacity of smoke emitted from developments can be quickly determined by a trained inspector making comparisons with a Ringelmann Chart, which is simply a set of illustrations of different densities.

POLICY 8.2.3.

Development activity which creates an odor on the scale of 2, 3, or 4 shall be located at sufficient distances from residential neighborhoods to reduce the odor to, at minimum, a level of 1.

The intensity of odors can most simply be determined by using a zero-to-four scale, as follows:

0 No sensation of odor.

1 Just detectable odor (the threshold dilution).

2 Distinct and definite odor whose unpleasant characteristics are revealed or foreshadowed (the recognition threshold).

3 Odor strong enough to cause a person to attempt to avoid it completely.

4 Odor so strong as to be overpowering and intolerable for any length of time.

POLICY 8.2.4.

~~Air modeling shall be accomplished using guidelines adopted by the FDEP or, if none are adopted, using a methodology agreed upon by the City, Volusia County, and FDEP. If the air modeling specified above results in any predictions of one hour or eight hour CO concentrations at or above the Federal and State standards, then ambient air monitoring for CO will be conducted at an appropriate locations(s) determined by the City of Ormond Beach, Volusia County, FDEP and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.~~ Should the City determine the need for the applicant to provide the air modeling using the guidelines adopted by the Florida Department of Environmental Protection, the applicant

shall pay for the services of a 3rd party consultant to review and provide comments in accordance with State and Federal standards.

POLICY 8.2.5.

Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten (10%) percent or more of the CO is attributable to project traffic, then the applicant shall pursue one or any combination of the following until modeling indicates that the FAAQ's will be achieved:

a. Not commence the next development or monitoring phase;

b. Participate in cost-sharing of roadway improvements;

c. Implement an active Transportation System Management program.

GOAL 9. MINING AND MINERALS

MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.

OBJECTIVE 9.1. SAFETY STANDARDS

Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.

POLICY 9.1.1.

The City shall maintain the provisions of the Land Development Code concerning effective mineral extraction to achieve an aesthetically pleasing landscape compatible with adjacent land uses. Native vegetative buffers shall be used to minimize soil erosion. Buffers shall also be established between the mining activity and adjacent existing and planned future land uses.

POLICY 9.1.2.

On a continuous basis, the City shall coordinate with local governments, the ~~FDEP~~ Florida Department of Environmental Protection and ~~SJRWMD~~ the St. Johns River Water Management District to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.

POLICY 9.1.3.

If a mine requires "dewatering," the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.

OBJECTIVE 9.2. HISTORICAL SITES

Mineral extraction activities shall "respect" paleontological, archaeological, and historical sites.

POLICY 9.2.1.

The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.

POLICY 9.2.2.

Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary

assessment can determine the probability of significant archaeological or paleontological assets.

POLICY 9.2.3.

The City shall maintain the regulations in the Land Development Code that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the ~~Volusia~~ Central Florida Anthropological Society, and the ~~State Bureau~~ Florida Division of Historical Resources.

OBJECTIVE 9.3. COMMUNITY BENEFIT

Mineral extraction activities will generate a net benefit to the community.

POLICY 9.3.1.

The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.

POLICY 9.3.2.

The City ~~shall~~ may require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.

POLICY 9.3.3.

Mining operators shall ~~demonstrate financial responsibility~~ be responsible to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.

OBJECTIVE 9.4. RESOURCE PROTECTION

Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.

POLICY 9.4.1.

Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

POLICY 9.4.2.

The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.

POLICY 9.4.3.

Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.

POLICY 9.4.4.

Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.

POLICY 9.4.5.

Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.

GOAL 10. HAZARDOUS WASTES

THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.

OBJECTIVE 10.1. ~~SARA TITLE III COMPLIANCE~~ HAZARDOUS WASTE COORDINATION

~~The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources.~~ The City shall coordinate with Volusia County's hazardous waste management program in accordance with Volusia County's Comprehensive Plan.

POLICY 10.1.1.

~~The City shall continue to identify all industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes.~~
The City shall cooperate with the implementation of the Volusia County hazardous waste management program.

POLICY 10.1.2.

~~The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database.~~
The City shall publicize through various communication platforms to advertise the locations where Volusia County will accept household and small business hazardous waste as part of their collection program.

~~POLICY 10.1.3.~~

~~The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.~~

~~POLICY 10.1.4.~~

~~The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.~~

OBJECTIVE 10.2. EMERGENCY PREPARDENESS

The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.

POLICY 10.2.1.

On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.

POLICY 10.2.2.

On a continuous basis, up to date monitoring and accident/incident response equipment shall be maintained in quantities specified by Federal or State guidelines.

POLICY 10.2.3.

The City shall update its Hazardous Materials Response Plan on a continuous basis.

POLICY 10.2.4.

The City shall attempt to recover from any potentially liable third party any cost that it incurs from any hazardous or toxic accident/incident.

GOAL 11. SOIL AND EROSION

THE CITY SHALL ENSURE THE APPROPRIATE CONSERVATION AND USE OF SOIL RESOURCES.

OBJECTIVE 11.1. DEVELOPMENT

Incorporate the inherent limitation of existing soils in land planning and development~~,~~ and minimize impacts, which result in soil erosion.

POLICY 11.1.1.

Prior to any land disturbance associated with land development activities, except in previously approved subdivisions, the applicant shall indicate on a site plan those areas of highly erodible soils, as defined by the U.S. Department of Agriculture Soil Conservation Service, and avoid and minimize disturbance to those areas to the maximum extent feasible.

POLICY 11.1.2.

Building and other construction in soils which are determined to be hydric in character, as defined by the U.S. Department of Agriculture Soil Conservation Service ~~USDASCS~~ and the Florida Department of Agriculture, shall be prohibited except to accommodate an overriding public interest and except as allowed within the wetland regulations.

POLICY 11.1.3.

The City shall require excavation sites to be designed and executed to resemble and function as natural systems.

POLICY 11.1.4.

Residential site design shall be based on data contained in the U.S. Soil Conservation Service's soils report, unless a detailed soils analysis is undertaken and accepted by the City and the U.S. Department of Agriculture Soil Conservation Service ~~USDASCS~~ regional field or State soil scientist.

POLICY 11.1.5.

The applicant of proposed development activities shall be responsible for implementing measures prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water-bodies.

POLICY 11.1.6.

Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.

POLICY 11.1.7.

In connection with development, all swales, slopes of retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.

GOAL 12. LOW IMPACT DEVELOPMENT

FOR NEW DEVELOPMENT AND REDEVELOPMENT, APPLY BETTER SITE DESIGN AND LOW IMPACT DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.

OBJECTIVE 12.1. LAND DEVELOPMENT CODE ~~AMENDMENTS~~ REGULATIONS

~~By 2010t~~ The City shall maintain ~~amend~~ the Land Development Code regulations for ~~to implement~~ Low Impact Development techniques.

POLICY 12.1.1.

Integrate into the Land Development Code (LDC) the source control concept which places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.

POLICY 12.1.2.

Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing impervious surfaces, functional grading, open channel sections, and the increased use of bioretention/filtration landscaped areas.

POLICY 12.1.3.

Integrate alternative stormwater management practices such as on-lot micro-storage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.

POLICY 12.1.4.

Reduce the use of centralized ~~b~~ Best ~~m~~ Management ~~p~~ Practices (BMPs) such as storm water ponds through the use of Integrated Management Practices (IMPs) which are distributed in small portion of a lot or parcel and near the source of impacts.

POLICY 12.1.5.

~~Amend~~ Maintain the Low Impact Development Design Manual, Land Development Code, ~~LDC~~ and Construction Details to permit Low Impact Development ~~LID~~ designs that can significantly reduce development costs through smart site design by:

- Reducing impervious surfaces (roadways), curb~~,~~ and gutters;

- Decreasing the use of storm drain piping, inlet structures, and
- Eliminating or decreasing the size of large stormwater ponds.

NEW PAGE ADDED

COASTAL MANAGEMENT ELEMENT









~~COASTAL MANAGEMENT ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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DEFINITIONS

COASTAL HIGH HAZARD AREA (CHHA): THAT PORTION OF THE CITY WITHIN THE "THREAT 'A' EVACUATION ZONE" (CATEGORY 1 AND 2 STORMS), AS IDENTIFIED IN FIGURE 1.

COASTAL PLANNING AREA: CRITERIA FOR DETERMINING THE BOUNDARIES OF THE COASTAL AREA; WITHIN THE JURISDICTION OF THE CITY OF ORMOND BEACH ARE LISTED IN CHAPTER 9J-5, FLORIDA ADMINISTRATIVE CODE (F.A.C.) RULE 9J-5 STATES THAT THE COASTAL AREA MAY BE AN AREA OF THE LOCAL GOVERNMENT'S CHOOSING; HOWEVER, THIS AREA MUST ENCOMPASS WATER AND SUBMERGED LANDS OF OCEANIC WATER BODIES OR ESTUARINE WATER BODIES; SHORELINES ADJACENT TO OCEANIC WATERS OR ESTUARIES; COASTAL BARRIERS; LIVING MARINE RESOURCES; MARINE WETLANDS; WATER-DEPENDENT FACILITIES OR WATER-RELATED FACILITIES ON OCEANIC OR ESTUARINE WATERS; OR PUBLIC ACCESS FACILITIES TO OCEANIC BEACHES OR ESTUARINE SHORELINES; AND ALL LANDS ADJACENT TO SUCH OCCURRENCES WHERE DEVELOPMENT ACTIVITIES WOULD IMPACT THE INTEGRITY OR QUALITY OF THE ABOVE. FIGURE 2 DISPLAYS THE COASTAL AREA OF THE CITY.

HURRICANE VULNERABILITY ZONE: THAT PORTION OF THE CITY WITHIN THE "THREAT 'B' EVACUATION ZONE" (CATEGORY 3 TO 5 STORMS) SURGE, AS IDENTIFIED IN FIGURE 1.

GOAL 1. LAND USE

GROWTH AND LAND USE SHALL BE MANAGED AND BE CONSISTENT WITH, OR MORE STRINGENT THAN FLOOD-RESISTANT CONSTRICTION SET FORTH IN 44 CODE OF FEDERAL REGULATIONS PART 59 AND 60; AND DEVELOPMENT ACTIVITIES SHALL BE RESTRICTED TO CONSERVE, PROTECT, AND RESTORE COASTAL RESOURCES.

OBJECTIVE 1.1. COMPATIBLE LAND USE

The City shall ensure that adjacent land uses are developed in a manner that minimizes flood damage and environmental conflict and maximizes compatibility, as implemented by Chapters 2 and 3 of the Land Development Code.

POLICY 1.1.1.

The City shall continue to utilize the citywide architectural standards for the A1A corridor south of Granada Boulevard to ensure compatibility ~~to~~ with architectural design.

POLICY 1.1.2.

The intrusion or impact of commercial or industrial uses on residential areas shall be avoided and in cases where they are adjoining land uses, then sufficient and aesthetically pleasing screening or buffering and other measures shall be provided to mitigate against such impacts, including flooding, noise, glare, and traffic congestion, as implemented by Chapter 3, Article V of the Land Development Code.

POLICY 1.1.3.

The City shall closely monitor development on the barrier island, in the Coastal Planning Areas, and in the unincorporated area north of the City Limits to ensure that development does not lower level-of-service standards for traffic, potable water and sanitary sewer, public access, and hurricane evacuation below acceptable levels.

POLICY 1.1.4.

Historical, civic, cultural, recreational, economic, and residential land uses in the Central Business District area shall be developed in compatibility with the Coastal Planning Areas and each other so that visual and functional continuity is achieved.

OBJECTIVE 1.2. SHORELINE LAND USE

Proposed shoreline land development shall be evaluated ~~on the basis of~~ based on the type of land use proposed, compatibility to adjacent land uses, ~~and~~ impact on water quality, coastal

resources, public access, public infrastructure, ~~and~~ hurricane evacuation times, and impacts from sea level rise as implemented by Chapters 2 and 3 of the Land Development Code.

POLICY 1.2.1.

The following general shoreline land use priorities are established as guidelines for the review of applications for zoning, plan amendments, or development orders:

a. Water dependent environmentally sensitive uses such as the maintenance and protection of fish and wildlife production through the preservation of marine wetlands;

b. Water dependent uses such as water dependent recreation and urban residential uses, with development set back a distance from the river, creek, or dune, to minimize flood hazards, clearance of vegetation and surface water degradation; consistent with other Sections of this Element and of the Conservation Element;

c. The floodplain manager/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction and substantial improvements shall be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the City Floodplain Management and Protection Section of the code; and consistent with other Sections of the code.

d. Of lowest priority are those uses which are non-water dependent, non-water enhanced and which would result in an irretrievable commitment of coastal resources. Land uses which require channel modifications, dredging and filling, and point source pollution discharges should be prohibited.

Atlantic Ocean Shoreline Land Use:

POLICY 1.2.2.

The shoreline along the Atlantic Ocean, south of Granada Boulevard, shall be designated predominantly for water enhanced tourist/commercial land uses, except for those contiguous areas of existing, unique single-family development as defined by Policy ~~1~~2.2.5~~4~~4, Future Land Use Element.

POLICY 1.2.3.

The shoreline along the Atlantic Ocean, north of Granada Boulevard, shall remain single-family residential, except for the existing multi-family, hotel/motel, and timeshare resorts.

POLICY 1.2.4.

The City will exercise the full extent of its jurisdictional authority to respect, protect and preserve the private property rights, inclusive of littoral rights, of the owners of those lands

lying westerly of the mean high water line, subject only to those public recreational uses of the sandy area seaward of and adjacent to the mean high tide as have been ancient, reasonable, without interruption, and free from dispute.

Halifax River Shoreline Land Use:

POLICY 1.2.5.

The shoreline land uses along the Halifax River shall remain single-family residential except for passive parks that provide public access to the waterway.

Tomoka River and Tributaries Shoreline Land Use:

POLICY 1.2.6.

The shoreline land uses of the Tomoka River and its tributaries shall be single-family residential or multi-family residential when part of a ~~PRD~~ Planned Residential Development submittal that provides for maximum protection of tributaries.

POLICY 1.2.7.

The City shall continue to make efforts to acquire by fee simple interest or less than fee simple interest, wetlands associated with the Tomoka River and its tributaries.

POLICY 1.2.8.

Land development on the Tomoka River shall protect the natural wetland vegetation and associated upland buffers consistent with the Conservation Element and Chapter 3, Article II of the Land Development Code.

OBJECTIVE 1.3. REDEVELOPMENT

The City shall encourage redevelopment that results in more resilient, compact, and efficient development patterns and shall discourage redevelopment of stable neighborhoods.

POLICY 1.3.1.

Redevelopment shall be compatible with adjacent historic and archaeological resources.

POLICY 1.3.2.

When redevelopment is proposed, a number of concerns shall be addressed by the applicant regarding phasing, parking, ~~drainage~~ stormwater management, landscaping~~,~~ and landscape maintenance, improvement and maintenance of common recreational areas, and effects on the traffic circulation network, including hurricane evacuation times impacts on natural resources. Phased improvements including ~~drainage~~ stormwater maintenance, parking,

landscaping, and Homeowners' Association facilities (if appropriate) shall be correlated with the issuance of building permits, lot sales, and Certificates of Occupancy.

~~POLICY 1.3.3.~~

~~Consideration shall be given to public access to the beach or waterways so a redevelopment proposal to convert single-family to a high-density project will require access easements to be granted.~~

~~POLICY 1.3.4.~~ POLICY 1.3.3.

Redevelopment within the Downtown shall be consistent with and further the Downtown Community Redevelopment Agency Master Plan Update prepared by ~~Glatting Jackson~~ GAI Consultants, adopted ~~September 19, 2007.~~ October 1, 2019.

OBJECTIVE 1.4. ECONOMIC STABILITY

The City shall structure an economic base capable of providing maximum employment opportunities and income to the City's residents.

POLICY 1.4.1.

A business climate shall be maintained, which provides opportunities for the growth and expansion of new and existing businesses to provide quality employment for the City's residents without degrading the environment, quality of life, or ability of the City to provide public services and facilities.

POLICY 1.4.2.

The City shall continually recognize problems of the economic growth areas and act as a conduit between public and private resources to provide incentives and supports that generate new private investments.

OBJECTIVE 1.5. LAND DEVELOPMENT REGULATIONS

The City shall continue to administer and review land use regulations that provide for the location, extent and distribution of land uses consistent with the protection of coastal resources and the preservation of fiscal stability. The land development regulations shall ensure that the provision of roads, potable water, sanitary sewer, ~~drainage~~ stormwater management, parks and recreation, ~~and~~ solid waste facilities and services, or any other facilities required to maintain the adopted Level-of-Service standards, shall be consistent and planned with the level of development proposed in the Future Land Use Element.

POLICY 1.5.1.

The fiscal impact of new growth and development shall be minimized by the use of various fiscal management and assessment techniques, including level-of-service standards, special assessment districts, development exactions, ~~and~~ impact fees, cost-benefit analysis, feasibility, determination of applicability to City policies, and short-term versus long-term benefits in order to ~~attempt to get new growth and development to pay for itself.~~ prioritize infrastructure project expenditures of public services.

POLICY 1.5.2.

Land uses which have significant adverse impact on coastal resources to the point where they would cease to be viable as a result of the proposed land use shall be ~~appropriately~~ regulated through the appropriate local, state and federal agencies.

POLICY 1.5.3.

A variety of tools and techniques will be maintained in the Land Development Code in order to effectively manage growth. The City shall maintain within the Land Development Code procedures and standards for public protection and acquisition of land, public improvements, environmental controls, floodplain management, zoning techniques, subdivision techniques, tax and fee systems, and controls on the land.

POLICY 1.5.4.

Designated natural resource areas, significant environmental or ecological features, critical wildlife habitat, environmental system corridors or conservation areas shall be protected through a variety of mechanisms including buffer zones, restoration, limiting density and intensity, conservation easements, acquisition, ~~density transfers, transfer of development rights (TDRs)~~, purchase of development rights, or land exchanges.

POLICY 1.5.5.

The priority for new development shall be in areas of urban infill in order to contain sprawl, use existing developable lands, maximize the provision of urban services and facilities and protect remaining coastal habitat and marine resources.

POLICY 1.5.6.

The City shall continue to designate a proportion of its public water capacity to the unincorporated North Peninsula area consistent with the interlocal agreement with the County.

POLICY 1.5.7.

The specific and cumulative impacts of development or redevelopment upon flooding, water quantity, wildlife habitat, and living marine resources shall be limited in accordance

with the policies set forth by the Future Land Use Element, Conservation Element, Utilities Element, and the Coastal Management Element.

POLICY 1.5.8.

The City shall continue to direct growth away from the ~~CHHA~~ Coastal High Hazard Area by utilizing land use controls, acquisition techniques, and other methods as deemed appropriate.

OBJECTIVE 1.6. PERFORMANCE STANDARDS FOR DEVELOPMENT

New development activity shall abide by standards established for determining appropriate densities, intensities, buffer zones, resource protection and location for development proposed in and adjacent to aquatic and natural preserves, wildlife refuges, and environmental system corridors, natural wetland systems, floodplains, shorelines, and critical habitat areas, in order to protect the natural character, scenic values and public benefit of these areas.

POLICY 1.6.1.

The City shall continue to evaluate zoning to identify, review, and prepare recommendations for lands zoned for development which are inconsistent or incompatible with the protection or conservation of coastal resources, or may exacerbate flooding.

POLICY 1.6.2.

The City shall continue to utilize innovative and alternative zoning districts or techniques to protect coastal resources. Such techniques could include overlay districts, floating zones, bonus ordinances, performance standards, quality development programs, ~~Transferable Development Rights~~, or other incentive-based methods.

POLICY 1.6.3.

The City's Stormwater Master Plan shall contain a database and information system on land use, other studies or evaluation tools, and acreage by watershed within the City limits. This should be coordinated with the County and other adjacent coastal municipalities to annually update this data.

POLICY 1.6.4.

The City shall ~~annually~~ prepare a monitoring and status report, by June 1, 2027, for distribution to the public and ~~elected officials~~ the City Commission. The Report shall contain the results of changes that have occurred in land use, other studies or evaluation tools, and development within each watershed.

POLICY 1.6.5.

The City shall cooperate and coordinate with adjacent local governments, State agencies, and special districts in developing consistent standards, criteria and land development regulations for protection of coastal resources. This may include the evaluation of data and findings regarding sea level rise, erosion, and updated planning guidelines or best management practices for flooding.

POLICY 1.6.6.

The first priority for providing new slips is for the expansion of existing marinas, then to new areas for marinas meeting specific siting criteria.

POLICY 1.6.7.

The City shall maintain as part of the Land Development Code and apply standards for marina siting or expansion ~~to include the following criteria~~ with priority given to expansion of existing marinas.

POLICY 1.6.8.

Docking facilities shall only be approved which require a minimal or no dredging and/or filling to provide access by canal, channel, or road. This restriction shall also apply to widening and/or deepening any existing canal or channel, but not to regular maintenance dredging and filling to meet depth standards of existing canals or channels. Preference shall be given to marina sites with natural channels. In the event that dredging is required, the mooring areas and the navigation access channels shall not be dredged to depths greater than those necessary to prevent prop dredging. Any required dredging shall utilize appropriate construction techniques and materials to comply with State water quality standards (e.g., turbidity screens, hydraulic dredges, properly sized and isolated spoil deposition area to control spoil dewatering).

POLICY 1.6.9.

In reviewing applications for new or expanded docking facilities, ways to improve, mitigate, or restore adverse environmental impacts caused by previous activities shall be explored. This may include green stormwater infrastructure (GSI) or low impact development (LID), shallowing dredged areas, restoring wetland or submerged vegetation, or marking navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed, or expanded facilities.

OBJECTIVE 1.7. FLOOD RISK

The City shall eliminate inappropriate and unsafe development and mitigate the flood risk to existing and future development in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.

POLICY 1.7.1.

The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. The utilization of innovative analysis techniques such as vulnerability assessments, tidal flood and storm surge inundation information, and other related studies shall be used to help identify: Adaptation Action Areas; public facilities and infrastructure at risk from sea level rise and related impacts; and areas where increased building standards and setbacks should be implemented to protect structures for the duration of their expected life.

POLICY 1.7.2.

The City shall continue to evaluate data and utilize innovative best practices findings to reduce ~~the~~ flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise including but not limited to the use of best available data and analysis from historical floods, and studies or modeling to update planning and evaluation tools. If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.

POLICY 1.7.3.

The City shall continue to identify site development techniques and best management practices, including Green Stormwater Infrastructure (GSI) or Low Impact Development (LID) that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

POLICY 1.7.4.

The City shall continue to require development and redevelopment to be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 ~~C.F.R.~~ Code of Federal Regulations, Part 60, as amended. The Land Development Code should: implement building standards that address future conditions; and limit (re)development to minor and non-habitable structures seaward of the state Coastal Construction Control Line as defined by and consistent with applicable state statutes.

POLICY 1.7.5.

The City shall continue to require that any construction activities seaward of the ~~c~~Coastal ~~c~~Construction ~~c~~Control ~~l~~Lines established pursuant to Section 161.053 be consistent with chapter 161, as amended.

POLICY 1.7.6.

The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations~~.~~; maintain an inventory of repetitive loss areas; and utilize the Land Development Code and Stormwater Master Plan to address mitigation strategies.

POLICY 1.7.7.

The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents through education and increased awareness about all types of flood risks and mitigation strategies through the National Flood Insurance Program.

POLICY 1.7.8.

To mitigate the impacts of flooding in development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, "repetitive loss properties" most vulnerable to storm surge and repetitive flooding.

POLICY 1.7.9.

The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.

GOAL 2. NATURAL RESOURCES AND LIVING MARINE RESOURCES

THE CITY SHALL CONSERVE, PROTECT, AND RESTORE NATURAL SYSTEMS. DEVELOPMENT ACTIVITES SHALL PROTECT AND PRESERVE WHERE PRACTICAL AND DESIRABLE THE ECOLOGICAL, AESTHETIC, AND ECONOMIC VALUE OF NATURAL RESOURCES.

OBJECTIVE 2.1. TOMOKA RIVER AND ITS TRIBUTARIES

The Tomoka River, its tributaries, and associated natural systems shall be protected to maintain and enhance the aesthetic, recreational, and natural values of the river corridor system.

POLICY 2.1.1.

The Tomoka River and its tributaries are designated a Manatee Sanctuary to ensure that the ~~endangered~~ threatened manatee is protected from any adverse impacts from recreation uses and adjacent land uses.

POLICY 2.1.2.

The City shall continue to assist in the implementation of the Tomoka River Aquatic Preserve Management Plan.

POLICY 2.1.3.

In the interest of protecting the manatees and the shoreline against erosion and protecting the public health, safety, and welfare, the City shall maintain the following restrictions on motorboats and personal watercraft for the Tomoka River and its tributaries:

a. No motor speed zone year-round in Thompson's Creek, and the Little Tomoka River (west of Tymber Creek Road).

b. Idle speed zone year-round in:

   1. Strickland Creek; and
   2. Dodson Creek; and
   3. all mosquito-control ditches intersecting the Tomoka River;
   4. Tomoka River
      (a) from I-95 south; and
      (b) from US 1 to the north boundary of Tomoka Estates;

c. Slow speed zone year-round in the Tomoka River from the north boundary of Tomoka Estates to the southern boundary of Tomoka State Park;

d. Caution zone year-round in the Tomoka River from US 1 to I-95 provided that:

   1. the maximum speed around that large island located approximately half-way between I-95 and US 1 is limited to 25 mph, with one-way boat traffic around the island; and

   2. the maximum speed in the remainder of the aforedescribed caution speed zone is limited to 30 mph.

POLICY 2.1.4.

Mosquito control practices that require habitat modification or manipulation shall be avoided unless there is no reasonable alternative and failure to conduct such practices would result in a threat to public health. The following criteria shall apply in the implementation of this Policy:

a. To the maximum extent possible, existing privately owned mosquito control impoundments shall be managed for both pest control and fisheries habitat.

b. Impounding as a management practice should be a technique of last resort and only initiated after a thorough and exhaustive search has been made of alternative courses of action.

c. This does not preclude habitat modification which may be necessary for the reintroduction of existing impoundments into the estuarine system.

POLICY 2.1.5.

The City shall not allow rotary ditching of spoil islands unless it is demonstrated to not adversely affect the water quality of the surrounding surface waters.

~~POLICY 2.1.6.~~

~~The City shall continue to encourage the State to acquire the property known as the Rivers Site and incorporate it into the Tomoka State Park.~~

~~POLICY 2.1.7.~~

~~The City shall continue to prohibit personal watercraft in the Tomoka River and its tributaries in coordination with Volusia County and the Department of Environmental Protection.~~

~~POLICY 2.1.8.~~ POLICY 2.1.6.

The City shall continue a program that establishes baseline water quality data and monitors water quality changes over time for the surface waters of the City as part of permit approvals.

~~POLICY 2.1.9.~~ POLICY 2.1.7.

The City shall promote and encourage low-impact recreational usage of the Tomoka River, such as canoeing, small outboard motorboats, fishing and nature observation that is compatible with the Manatee Sanctuary objectives.

~~POLICY 2.1.10.~~ POLICY 2.1.8.

The City, in cooperation with the Florida Department of Environmental Protection, Volusia County and the Tomoka State Park, shall monitor boating and personal watercraft usage and ~~prepare a study regarding public usage and capacity for the waterways, effectiveness of existing boat and personal watercraft regulations. The study shall recommend options for controlling public use of the waterways including, in cooperation with Volusia County and the Sheriff's office, the feasibility of local regulation of boat traffic as provided for in Florida Statutes.~~ provide recommendations for safety improvements as needed.

OBJECTIVE 2.2. FISH AND WILDLIFE

The City shall protect and preserve the City's fish and wildlife habitat areas from development practices which may jeopardize their ecological and economic value and shall maintain and restore habitat areas under public ownership.

POLICY 2.2.1.

The entire area within the City limits shall continue to be designated a bird sanctuary.

POLICY 2.2.2.

No dredging or filling shall be performed within designated estuarine waters, except for those occasions when there is an overriding public interest or for private access recreational facilities.

POLICY 2.2.3.

Activities within the estuaries that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public interest can be shown and adequate mitigation and monitoring measures are included.

POLICY 2.2.4.

The City shall continue to administer and effectively enforce Chapter ~~2~~3, Article II of the Land Development Code to protect the threatened and endangered sea turtles from the emission of light from areas on or adjacent to the beach. Additionally, the City shall consider financially supporting volunteer organizations that help relocate sea turtles to safe nesting areas.

POLICY 2.2.5.

The disturbance of sea turtle nesting areas shall be prohibited.

POLICY 2.2.6.

The City shall continue to encourage the County to restrict mechanical beach cleaning activities during the nesting period for sea turtles.

POLICY 2.2.7.

Manatees shall be protected through the regulation of boat speeds and the prohibition of marinas in the designated Tomoka River Manatee Sanctuary.

POLICY 2.2.8.

The City shall, in cooperation with various governmental agencies, maintain the ~~adopt a Wildlife Corridor Management Plan along the Tomoka River, similar to but not less than the six hundred (600') foot St. John's River Water Management District (SJRWMD) Tomoka River~~ Riparian Habitat Protection Zone, along the Tomoka River to ~~maintain and~~ enhance the riparian wildlife diversity. ~~In the interim, the City shall continue to preserve contiguous wetland systems and review development proposals with the intent of maintaining the diversity of riparian wildlife.~~

POLICY 2.2.9.

The City shall continue to support a manatee public awareness program (in consultation with the Florida Department of Environmental Protection ~~FDEP~~ and Volusia County) which will include the posting of signs to advise boat users that manatees are an endangered species which frequent the waters of the region's estuaries and lagoons and the provision of manatee literature at conspicuous locations.

POLICY 2.2.10.

In order to maintain good water quality in stormwater management detention ponds and maximize the provision of fish and wildlife habitat, stormwater management systems with permanently wet detention ponds shall be designed, operated and maintained so as to resemble a natural pond to the greatest extent practicable. A natural pond design should include: a littoral zone comprised of native emergent and submerged aquatic macrophytic

vegetation; a deep, open-water limnetic zone free of rooted emergent and submerged vegetation; and, where feasible, an upland buffer of native trees, shrubs and understory vegetation.

GOAL 3. BEACH AND DUNES

THE CITY SHALL PROTECT, ENHANCE, AND RESTORE THE FUNCTIONING OF THE BEACH AND DUNE SYSTEMS AND REGULATE DEVELOPMENT ACTIVITIES THAT WOULD DAMAGE OR DESTROY SUCH SYSTEMS.

OBJECTIVE 3.1. BEACH AND DUNE ASSESSMENT REPORT

The City shall require multi-family, tourist/commercial, and subdivision shoreline development and redevelopment proposals along the Atlantic Ocean to submit a Beach and Dune Assessment Report, which is to include a form with a checklist of items to be submitted. The following policies shall apply in implementation of the objective that a beach and dune assessment report be prepared:

POLICY 3.1.1.

The Land Development Code shall require that a Beach and Dune Assessment Report be prepared for multi-family, tourist/commercial, and shoreline development and redevelopment proposals along the Atlantic Ocean.

OBJECTIVE 3.2. DUNE SYSTEM PRESERVATION AND PROTECTION STANDARDS

The City will regulate new development and redevelopment and monitor existing development to preserve and protect the dune system, as implemented in the Land Development Code.

POLICY 3.2.1.

The City shall regulate new construction activities seaward of the Coastal Construction Control Line consistent with the policies of the Department of Environmental Protection and Chapter 161, Florida Statutes, as amended.

POLICY 3.2.2.

The City shall coordinate with the Florida Department of Environmental Protection to ensure the preservation and maintenance of beach/dune vegetation.

POLICY 3.2.3.

Because beach/dune vegetation will provide for varying degrees of continued growth of the dunes which form a buffer area and give protection from storm damage to coastal structures and property, the following general standards for development shall be established in cooperation with ~~DEP~~ the Department of Environmental Protection:

a. To protect the crest and face of the dune system, which is the area closest to the wind and wave action of the active beach where grasses such as seaoats, vines, and other low-lying plants are dominant, the area seaward of the bulkhead line will be preserved such that no development or construction activities shall be allowed except in the overriding public interest and then only when such alteration is mitigated by the ~~creation of dunes at a 4 to 1 compensatory dune mitigation ratio~~ state permit conditions.

b. When vegetation seaward of the bulkhead line is sparse or has been damaged by pedestrian or other activities, revegetation shall be undertaken.

c. 20% of the natural dune vegetation remaining on the site shall be preserved.

POLICY 3.2.4.

The City shall require, to the maximum extent possible, the use and preservation of existing natural vegetation.

POLICY 3.2.5.

Property owners shall be required to seek advice from the Department of Environmental Protection before the cutting, pruning, or removal of beach/dune vegetation.

POLICY 3.2.6.

The use of hard engineering structures shall be discouraged. Alternatives to seawalls shall be encouraged with priority given to soft engineering techniques, such as living shorelines, sand nourishment, the development of new sand dunes, or the enhancement of existing or historical dunes. Any beach stabilization measures shall be required to provide for dune preservation enhancements, creation, or restoration.

POLICY 3.2.7.

Excavation and clearing of properties abutting the beach or containing significant dune systems shall provide for the sensitive reuse of the vegetation and sand by transplantation and relocation in order to reestablish the dunes. Significant dune systems located seaward of the Coastal Construction Control Line that are excavated or disturbed for development and construction shall be mitigated ~~by the creation of dunes at a dune compensatory mitigation ratio of 2 to 1~~ per the state agency permit conditions. Dune creation shall occur on-site or as close to the site as possible.

POLICY 3.2.8.

Exotic trees and plants not indigenous to the beach and dune environment shall be prohibited. Exotic plant species ~~removed~~ shall be removed per Chapter 3, Article II of the Land Development Code. ~~in conjunction with Policy 2.3.4.~~ Removed plants shall be replanted with native species as deemed appropriate by the City's Landscape Architect.

POLICY 3.2.9.

Reconstruction or replacement of existing hard erosion control structures along the oceanfront which are more than seventy-five (75%) percent destroyed shall meet the criteria contained under Objective 3.4. of this element, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities. Any such reconstruction or replacement shall be done in conjunction with State Statutes.

POLICY 3.2.10.

Structural development along beaches fronting the Atlantic Ocean shall enhance and not further degrade the coastal beach and dune system. The following criteria shall apply in the implementation of this Policy:

a. Shoreline buffer zones shall be established to protect and preserve the coastal beach and dune systems fronting the Atlantic Ocean.

b. Structures shall be prohibited within the established buffer areas except where an overriding public interest is apparent for public park and recreation facilities, or for structures that are necessary for reasonable access and are elevated above the dune vegetation.

c. Buffer areas shall be measured at least thirty (30') feet landward from the bulkhead line or measured in accordance with the criteria of the Land Development Code which states that no structures are allowed to extend beyond a line projected between the average of the existing buildings rear setback within 800' to the north and south of the site.

POLICY 3.2.11.

The City shall utilize outside technical assistance and expertise available in the coastal geology/engineering field within the Florida Department of Environmental Protection ~~FDEP~~, school system, or other local governments to aid in the review of development proposals along the Atlantic Coastline that may potentially harm the beach and dune system.

POLICY 3.2.12.

Sand fences should be allowed, provided they are designed and constructed to maximize dune rebuilding and minimize disturbance to sea turtle nesting areas.

OBJECTIVE 3.3. BEACH/DUNE WALKWAY STANDARDS

Beach and dune walkways shall be designed to protect coastal vegetation and dune areas and constructed to maintain or enhance pedestrian access to the beach as implemented in the Land Development Code.

POLICY 3.3.1.

Walkways and walkovers are required at all public access points and adjacent to all new multi-family dwelling structures, timeshare resorts, hotel/motel complexes, and other commercial establishments.

POLICY 3.3.2.

The City shall ~~ensure~~ encourage that all applicable permits from other regulatory agencies such as the Department of Environmental Protection have been received before issuance of a building permit for the walkway or walkover.

POLICY 3.3.3.

Walkways and walkovers shall be constructed in a manner that minimizes short-term disturbances to the dune system and existing vegetation.

POLICY 3.3.4.

Replacement of any vegetation destroyed during construction of the walkway or walkover with similar plants suitable for beach/dune stabilization is required.

POLICY 3.3.5.

Walkways or walkovers constructed across vegetated dunes or across heavily vegetated beach berms shall be pile-supported and elevated above the vegetation and dune system.

POLICY 3.3.6.

Stairs from existing seawalls except for single-family homes shall be amortized and replaced with a walkway or walkover by the year ~~2010~~ 2045, and it shall be built at least thirty (30") inches above the dunes in order to allow for the restoration of the associated dune system.

OBJECTIVE 3.4. SEAWALLS, ~~AND~~ REVETMENTS, AND SHORELINE STABILIZATION FEATURES

Permits for the construction of seawalls, ~~and~~ revetments, and shoreline stabilization features shall be reviewed and approved consistent with the following Policies in order to protect, to the maximum extent possible, the natural functioning values of the beach and dune system and to allow the beach and dunes system to erode and recover without the need for shoreline control structures.

POLICY 3.4.1.

Single-family lots with less than 200 linear feet of ocean frontage if abutted by existing seawalls on both sides, shall be allowed to continue the seawall or revetment to fill in the gap, as implemented by the Land Development Code. Green shoreline stabilization features that include nature-based solutions such as living shorelines, constructed oyster reefs (COR), or wave attenuation devices (WAD) shall be encouraged.

POLICY 3.4.2.

Proposed armoring which does not abut existing armoring, or for multi-family or commercial projects, shall be ~~designed~~ discouraged so as to not significantly interfere with normal beach processes, or adversely impact critical wildlife habitat.

POLICY 3.4.3.

All new or reconstructed armoring projects shall first consider nature-based solutions and green shoreline stabilization features, such as living shorelines, constructed oyster reefs or wave attenuation devices, and upon completion, be covered by an artificial dune with appropriate planting of dune vegetation. The property owners are responsible for proper long-term maintenance of these structures and dunes.

POLICY 3.4.4.

Seawalls and revetments shall be allowed only if conditioned upon dune creation and restoration and the preparation of long-term management plans. In addition to such armoring, added protection shall be provided in the form of a fore dune, at least one-half the height of the armoring, but not less than six (6') feet, and with a forward slope no greater than fifteen (15°) degrees. The top of this dune shall be vegetated with native dune vegetation. The forward edge would be more effective with a sand trap, for example, sand trapping lattice fence or newer innovative nature-based solutions. The line shall be marked at intervals of not less than fifty (50') feet with the notice, "DUNE RECOVERY AREA – NO TRESPASSING." If access across the recovery area is needed, an appropriate elevated walkover ought to be provided. The walkover shall be adequately maintained, or the access point closed.

POLICY 3.4.5.

Native dune vegetation atop the protected area shall extend not less than thirty (30') feet inland, unless otherwise provided by existing construction permits. New development shall direct surface and building runoff from rainwater to a vegetated swale area to the maximum extent practical.

POLICY 3.4.6.

Gaps Less than 200 Feet in Width - Gaps in seawalls and revetments which are less than 200 feet in width may be filled by a seawall or revetment. The type chosen shall be generally of the style and type of the adjacent ones, and shall be of reinforced concrete of thickness to withstand 30-year direct wave impact, and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The back area of the structure shall be filled with sand.

POLICY 3.4.7.

Gaps Over 200 Feet but Less Than 1,000 Feet – On a showing of need for protection of life and property, gaps over 200 but less than 1,000 feet may be protected by armoring. The protection shall be designed to prevent high-velocity back-wash, to withstand 30-year direct wave impact and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The ends should be generally of the style and type of the protection being joined.

The back area of the armoring shall be sand filled. Armoring which has internal gaps, such as boulders, should have a long-life sand retainer. The armoring of such systems should be inspected at not less than five-year intervals. Deterioration of the sand retainer should be cause for rebuilding of the armoring system.

Where gap-filling is not requested, or allowed, a fore-dune may be constructed.

POLICY 3.4.8.

Gaps Greater than 1,000 Feet in Extent – Except on a showing of extreme hazard to life and property, gaps greater than 1,000 feet between existing beach armoring should be protected solely by "soft protection." This may be the natural beach process, or it may be an enhancement of this process, for example, by the establishment of a fore-dune and vegetated recovery area as described above. Reduction of dune height and/or destruction of native dune vegetation in such gaps shall be forbidden, except that structures allowed by existing permits may be constructed. If gaps of this size are filled due to a determination of hazard, they should conform to the requirements for gaps of 200-1,000 feet.

GOAL 4. WATER QUALITY OF ESTUARIES AND OCEAN

THE CITY SHALL PROTECT, ENHANCE, AND IMPROVE THE WATER QUALITY OF THE ESTUARIES AND OCEAN.

OBJECTIVE 4.1. OCEAN WATER QUALITY

The City shall continuously review development and devise standards and programs to protect ocean water quality.

POLICY 4.1.1.

New development shall not directly discharge stormwater or effluent into the coastal beach area.

POLICY 4.1.2.

Berm and swales shall be required for new development abutting the coastal beaches and dune systems.

POLICY 4.1.3.

All new development on the barrier island shall be required to connect to central water and sewer.

POLICY 4.1.4.

Backwashing of pools into the ocean/beach area shall be prohibited.

POLICY 4.1.5.

The City shall encourage the State and Federal government to prohibit oil drilling offshore of City limits.

OBJECTIVE 4.2. ESTUARINE WATER QUALITY

The City shall continuously review development and devise standards and programs to protect, enhance and improve estuarine water quality so that there is no further degradation of the water quality. Estuarine land uses will be (re)developed to meet the standards and criteria for location, intensity, compatibility and adequate infrastructure established for all (re)development within the City except where the unique attributes and vulnerabilities of the estuarine location require additions or modifications.

POLICY 4.2.1.

Direct discharge of untreated stormwater from new development into surface waters shall be prohibited and no new point sources of pollution shall be permitted.

POLICY 4.2.2.

In coordination with other governmental entities, the City shall continue efforts to procure funding to develop a strategy to provide central sewer to the unincorporated area of the North Peninsula where there is a proliferation of package treatment plants and septic tanks. This strategy shall include the feasibility of the County establishing a tax assessment district for the installation of municipal sewer lines and extension of trunk lines to the wastewater treatment plant.

POLICY 4.2.3.

The City shall protect and ensure that there is no further degradation of the water quality of the estuarine system.

POLICY 4.2.4.

The City shall cooperate with other governmental entities to develop a strategy to provide central water and sewer services to the west portion of the City, including but not limited to: Tomoka Estates, Tomoka View, Tanglewood, and Twin Rivers and Riverbend Estates.

POLICY 4.2.5.

Septic tanks shall not be permitted within 120 feet of the mean high-water mark or 75 feet of the upland/wetland interface, whichever is greater.

POLICY 4.2.6.

The City shall utilize a monitoring program so that point and non-point pollution sources and facilities which are identified as potential water quality problems are regularly and periodically inspected.

POLICY 4.2.7.

The City shall continue to upgrade its existing sewage treatment plant. As additional sewage treatment plants are constructed and/or the existing plant is expanded, a concerted effort and commitment shall be made to restrict the placement of facilities within areas that present health, safety or environmental risks from natural hazards, utilize the highest level of treatment possible, or alternative methods of effluent disposal such as re-use and land spreading/spray irrigation should be used to reduce nutrient loadings to the rivers and estuaries.

POLICY 4.2.8.

Best management practices shall be maintained in the Land Development Code that limit the amount of sediment reaching all surface waters. These practices shall be used in agriculture, silviculture, construction, dredge and fill operations, and stormwater management systems. Erosion and sediment control provisions shall be incorporated as part of the development review process.

POLICY 4.2.9.

The construction of future municipal stormwater management systems and the redesign of existing systems shall consider advanced data and analysis through studies and modeling to help evaluate and refine the timing of discharge of fresh water to the estuary, the hydroperiod of the wetlands as well as the potential loadings and shall maximize the use and preservation of existing wetlands, and impacts from flooding and storm surge. Stormwater systems should be designed to gradually release water via sheet flow through natural or constructed wetlands.

POLICY 4.2.10.

No development shall be permitted to degrade the Class III waters of the Tomoka River, a designated Outstanding Florida Waters waterbody.

POLICY 4.2.11.

The City shall require all ~~PRD~~ Planned Residential Development's and multi-family projects greater than fifty (50) units, commercial and industrial development greater than ten (10) acres, adjacent to the Halifax River, the Tomoka River, and tributaries to properly assess the potential impacts of the project on the surface waters, due to flooding, by preparing an individual surface water monitoring program to assess the predevelopment condition. After the initial baseline data is completed, the monitoring shall continue through the requirements of the approved stormwater management plan. ~~the construction phase. The monitoring program shall be designed to detect any decline in water quality as defined by ambient standards as approved by the City Engineer. Should any decline in water quality be attributable to the development project, suitable actions shall be undertaken to test further the source and to make recommendations for immediate corrective actions. The monitoring program shall continue for the life of the project with reports submitted to the City yearly for the first 5 years after construction and then every 5 years thereafter.~~

POLICY 4.2.12.

All development shall review and report on their stormwater management system and provide an assessment of the impacts of the development with regards to the established

ambient chemical and biological conditions of the wetlands and waters within and adjacent to the subject site.

GOAL 5. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS

THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.

OBJECTIVE 5.1. PUBLIC INFORMATION

The City shall continue to implement an effective public information program to inform the public of ~~hurricane vulnerability zones~~ Hurricane Vulnerability Zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Peacetime Emergency Plan.

POLICY 5.1.1.

Any public relations program ~~explaining to the coastal residents~~ that explains the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.

POLICY 5.1.2.

The City shall continually ensure that collateral materials, such as brochures, posters and hurricane tracking maps are available ~~for distribution~~ to the general public electronically. City departments shall ~~act as distribution sites~~ provide website information or provide a printout if internet is not accessible.

POLICY 5.1.3.

All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects ~~shall~~ are encouraged to properly notify all residents of potential flood hazards and hurricane evacuation routes.

POLICY 5.1.4.

Timeshare resorts, hotels/motels, and condominiums ~~shall~~ are encouraged to display hurricane warning and evacuation information material in a prominent place.

POLICY 5.1.5.

The City shall continue to implement a City-prepared Local Peacetime Emergency Management Plan as approved by the City Commission.

POLICY 5.1.6.

An annual update will be prepared by May 1st, by appropriate staff explaining the Local Peacetime Emergency Plan, analyzing any problems and making specific recommendations for change.

POLICY 5.1.7.

The City Fire Department shall maintain an inventory of all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.

POLICY 5.1.8.

The current Local Peacetime Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post-disaster recovery operations.

OBJECTIVE 5.2. COASTAL EVACUATION TIMES

The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of-service standard D during time of hurricane in any category storm.

POLICY 5.2.1.

A level-of-service standard shall be maintained, based upon the most up-to-date regional evacuation studies to evacuate populations most at risk in the Hurricane Vulnerability Zone. ~~defining 14 hours as the maximum time to evacuate the population-at-risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Code.~~

POLICY 5.2.2.

The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued ~~at least 14 hours before projected hurricane landfall~~ in coordination with Volusia County or State Emergency Management.

POLICY 5.2.3.

Land development-decisions, as regulated by the Land Development Code, affecting the barrier island and ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the

impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.

POLICY 5.2.4.

All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.

~~POLICY 5.2.5.~~

~~In order for an applicant to conduct a transportation analysis and determine the impacts of development on the hazard clearance time, the following needs to be submitted by the applicant for development (as implemented by the Land Development Code).~~

OBJECTIVE 5.3. PUBLIC FACILITIES AND INFRASTRUCTURE

Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.

POLICY 5.3.1.

The City shall support, through ~~Metropolitan~~ Transportation Planning Organization efforts, improvements to existing bridges to facilitate evacuation and to improve public access to the beach.

POLICY 5.3.2.

Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.

POLICY 5.3.3.

In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities. This will include the redistribution of a portion of the traffic from the Granada Bridge to the Seabreeze Bridge.

POLICY 5.3.4.

Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties

in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.

POLICY 5.3.5.

If constructed, all public facilities in the Hurricane Vulnerability Zone shall be flood proofed to minimize damages from storms and hurricanes.

POLICY 5.3.6.

The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant located on Wilmette Avenue.

POLICY 5.3.7.

The City shall continually participate in a "hazard identification and vulnerability assessment" study of public infrastructure in the Hurricane Vulnerability Zone and Coastal High Hazard Area. Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.

POLICY 5.3.8.

If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area (CHHA) shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management Element. Facilities within the Coastal High Hazard Area that present health, safety or environmental risks from natural hazards shall be restricted.

OBJECTIVE 5.4. SHELTER FOR POPULATION

In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.

POLICY 5.4.1.

In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.

POLICY 5.4.2.

New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.

OBJECTIVE 5.5. POST-DISASTER REDEVELOPMENT

The City shall follow the provisions of the County Post-Disaster Relief Plan and the City's Peacetime Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.

POLICY 5.5.1.

The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.

POLICY 5.5.2.

The Post-Disaster Relief Plan shall also identify structures in the Coastal High Hazard Area that might be of some utility for public access to coastal beaches and waterways, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Hurricane Vulnerability Zone.

POLICY 5.5.3.

The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.

~~POLICY 5.5.4.~~

~~The Planning Department shall review the feasibility of a build-back policy, to be applied after a disaster. The Planning Department will prepare recommendations for the City Commission by 2010.~~

~~POLICY 5.5.5.~~ POLICY 5.5.4.

The City's Peacetime Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.

~~POLICY 5.5.6.~~ POLICY 5.5.5.

Following a hurricane event, mitigative actions shall be undertaken to reduce or avoid future property damage through the implementation of programs based upon the following criteria:

a. Post-hurricane mitigation should include mechanisms for the relocation of structures significantly damaged as the result of a major storm event.

b. Land acquisition programs should include provisions for the timely redirection of funds directed toward the acquisition of beach and estuarine properties which should not be redeveloped.

c. The redevelopment and rebuilding of facilities which serve to encourage growth in vulnerable areas should be limited to those instances where it is necessary in order that needed public services are provided to existing development.

d. If rebuilt, structures which suffer damage in excess of fifty (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure.

e. Structures which suffer repeated damage to pilings, foundations, or load bearing walls shall be required to rebuild landward of their current location or to modify the structure to ~~delete~~ remove the areas most prone to damage.

~~POLICY 5.5.7.~~

~~Within 24 hours after a hurricane, the City Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.~~

~~POLICY 5.5.8.~~

~~The Recovery Task Force shall include the City Manager, Planning Director, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, Public Utilities Manager, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibilities under Policies 5.5.9, 5.5.10 and 5.5.11.~~

~~POLICY 5.5.9.~~

~~The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and~~

recommend amendments to the Comprehensive Plan, Local Peacetime Emergency Plan, and other appropriate policies and procedures.

POLICY 5.5.10.

Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.

POLICY 5.5.11.

The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.

GOAL 6. PUBLIC ACCESS TO THE BEACH AND WATERWAYS

THE CITY SHALL MAINTAIN AND IMPROVE PUBLIC ACCESS TO THE SOVEREIGN LANDS OF THE COASTAL MANAGEMENT AREA THROUGH THE PROVISIONS OF COASTAL BEACH ACCESS FACILITIES, FISHING PIERS, BOAT RAMPS AND MARINAS.

OBJECTIVE 6.1. BEACH DRIVING

Beach driving shall continue in a manner that maximizes public safety and minimizes destruction to the beach and dune system.

POLICY 6.1.1.

The City will encourage driving on the beach to be continued south of Granada, but limited to Standish Drive north of Granada, due to high tides and soft sand hazards. During exceptionally high tides, the beach should be closed to driving.

POLICY 6.1.2.

The area of the beach north of Standish Avenue should continue to be a "No Driving Zone" and a designated "Safe Play Zone" for children.

POLICY 6.1.3.

The City will encourage the County to prohibit vehicles from driving or parking on the beach that leak oil, gas, and anti-freeze or any other hazardous materials with specific penalties established and with enforcement by appropriate personnel such as ~~the Beach Rangers~~ Volusia County Beach Safety.

POLICY 6.1.4.

The City shall encourage the County to regulate beach driving in such a manner that it minimizes the danger to the nesting areas of least terns, ~~and~~ sea turtles, and other State or Federally protected flora and fauna.

OBJECTIVE 6.2. JURISDICTIONAL RESPONSIBILITY FOR THE BEACH

The City shall ensure, to the maximum extent possible, that County management of the coastal beaches and approaches of the City, as well as County regulation of the beaches and public beach access and use, is consistent with the purpose and intent of the City to protect

the public health, safety, and welfare and to protect the environment. The City shall further respect the private property rights of oceanfront property owners.

POLICY 6.2.1.

The City shall continue to participate in the activities of the County entity responsible for beach related policies. The City Commission, as a whole, shall entrust its representative(s) to make specific recommendations for amending The Unified Beach Code consistent with the interests of the City. The following criteria shall apply in implementation of this Policy:

a. City staff shall annually review the Unified Beach Code with regard to the comprehensive regulation of public health, safety, and welfare on and pertaining to the beach, including, but not limited to, regulation of: individual conduct; pedestrian safety; vehicular access and fees; operation and parking of vehicles on beaches and approaches; and vendors, concessionaires, and special events.

b. The City Commission shall annually appoint a representative(s) to the County entity responsible for beach related policies.

POLICY 6.2.2.

In coordination with the County, the City shall ensure that the County is expending funds to maintain a uniform level-of-service on the beach responsive to use and demand. If it is determined that level-of-services are diminishing below an acceptable level to the community, then the City shall notify the County.

OBJECTIVE 6.3. BEACH TOLLS

In cooperation with the County, the City shall minimize potential adverse impacts caused by the collection of beach tolls such as increased traffic congestion, reduction of vehicular access points to the beach, and reduction in tourist activity.

POLICY 6.3.1.

Since beach ramp closings during the toll season severely restrict public access to the beach, the City shall ensure that the minimum standards for beach access are maintained by either requesting the County to open more ramps or by encouraging the County to utilize the beach vehicular ramps as parking areas.

POLICY 6.3.2.

The City will continue to encourage the County to adopt a level-of-service standard for beach access of an average one-quarter mile intervals which should be maintained throughout the year.

OBJECTIVE 6.4. OFF-BEACH PARKING

The City shall encourage the County to provide off-beach parking facilities as appropriate to maintain or improve public access to the beach provided, however, that no sections of the beach that are presently available for parking are closed.

POLICY 6.4.1.

Since the County has exclusive authority to regulate public beach access, including parking of vehicles on beaches and approaches as per the County Charter, then the City shall encourage the County to provide for off-beach parking facilities to the maximum extent feasible and to the extent that the County incurs the cost of construction and maintenance of said facilities.

POLICY 6.4.2.

The City shall prohibit the vacation of public right-of-way that provides or could provide public access to the beach or off-beach parking without an equivalent type of access.

OBJECTIVE 6.5. BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES

In the interest of the public health, safety and welfare, the City shall monitor the services of the County to ensure that beach access facilities are properly maintained.

POLICY 6.5.1.

The County shall be encouraged by the City to provide amenities such as showers and rest rooms at the various beach access facilities.

OBJECTIVE 6.6. DOCKS AND MARINAS

Docks and marinas shall be constructed and expanded to protect the natural resources and public health, safety, and welfare as implemented by the Land Development Code.

POLICY 6.6.1.

Marinas shall not be located in the Tomoka River or its tributaries.

POLICY 6.6.2

Marinas shall not be located adjacent to residential neighborhoods unless a 100-foot vegetated buffer is established to screen the business activity.

POLICY 6.6.3.

Dock facility standards and marina siting standards shall be maintained in the Land Development Code. Docks, boathouses, and other similar structures proposed for the Halifax River, Tomoka River and its canals and tributaries shall be constructed in accordance with the Land Development Code regulations.

OBJECTIVE 6.7. SCENIC ROUTES AND OVERLOOKS

The City shall establish scenic routes and overlooks to preserve the natural beauty and scenic vistas of the Community.

POLICY 6.7.1.

The City shall maintain the following scenic route designations:

a. US 1 from Thompson's Creek to Nova Road;

b. All of Beach Street;

c. All of John Anderson Drive;

d. All of Riverside Drive;

e. Addison Drive;

f. SR A1A (Ocean Shore from SR 40 (Granada Blvd.) to the northern City limit; and

g. SR 40 (Granada Blvd.) from SR A1A (Ocean Shore/South Atlantic Blvd.) to Beach Street.

POLICY 6.7.2.

Scenic routes shall be protected by the following criteria:

a. The City shall preserve and nurture the existing canopy of native vegetation over the scenic roadways by developing a program of replanting in areas where the cover is nominal or diminishing.

b. Any widening of the roadways shall mitigate against the loss of canopy by planting mature trees at least three (3) to five (5) years in advance of the planned construction.

c. Lots adjacent to scenic roadways shall be developed in such a manner that maximizes the scenic vistas from the roadway and minimizes flooding.

d. Front yard setback requirements shall be established for lots fronting scenic roadways and routes in the Land Development Code.

POLICY 6.7.3.

The City shall continue to provide scenic overlooks and parking areas along the scenic roadways.

POLICY 6.7.4.

If the City owns the land in the future, a scenic overlook shall be established on US 1 between Thompson's Creek and the Tomoka River.

POLICY 6.7.5.

Priority for bike paths construction shall be for scenic highways and scenic routes excluding those bike paths necessary for public safety.

POLICY 6.7.6.

The City shall continue to encourage the County to retain a maximum allowable speed limit of 35 miles per hour on the North Beach Street scenic corridor. The City shall continue to, in cooperation with the County, develop procedures for maintaining or reducing the number of vehicular trips, including the provision of an alternative roadway to meet traffic circulation demands.

POLICY 6.7.7.

The City shall, through interlocal agreement with adjacent local governments, establish corridor management strategies and recommendations to protect the scenic quality of the identified scenic roadways by limiting or prohibiting commercial or industrial land uses, conducting an inventory of existing land uses and ownership patterns, establishing desired right-of-way widths, establishing standards for additional screening, buffering, and setbacks, controlling access, and including urban design criteria for structures and signage.

POLICY 6.7.8.

Signage shall be maintained that designates Scenic Roadways.

POLICY 6.7.9.

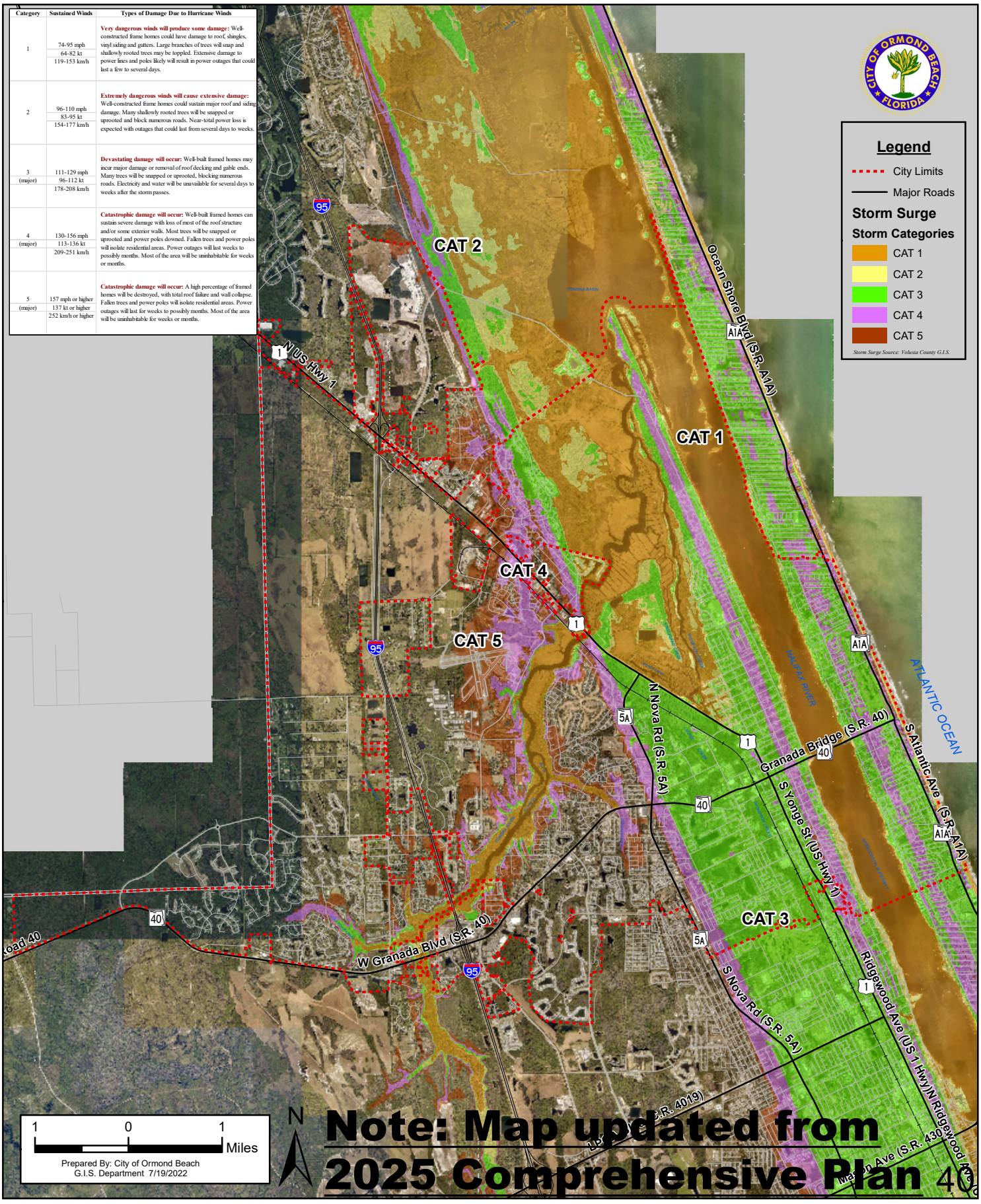
The Land Development Code provisions that implement this objective may include land use controls such as overlay districts or site plan review requirements to maintain the natural appearance and aesthetics of the Scenic Routes.

POLICY 6.7.10.

Encourage the use of adaptation strategies for planning and design of Scenic Roadways, parks and open spaces in areas vulnerable to sea level rise and high tides in a manner that can help serve multiple functions, such as: recreational; enhanced water quality; natural ecosystem restoration; and coastal flooding accommodation.

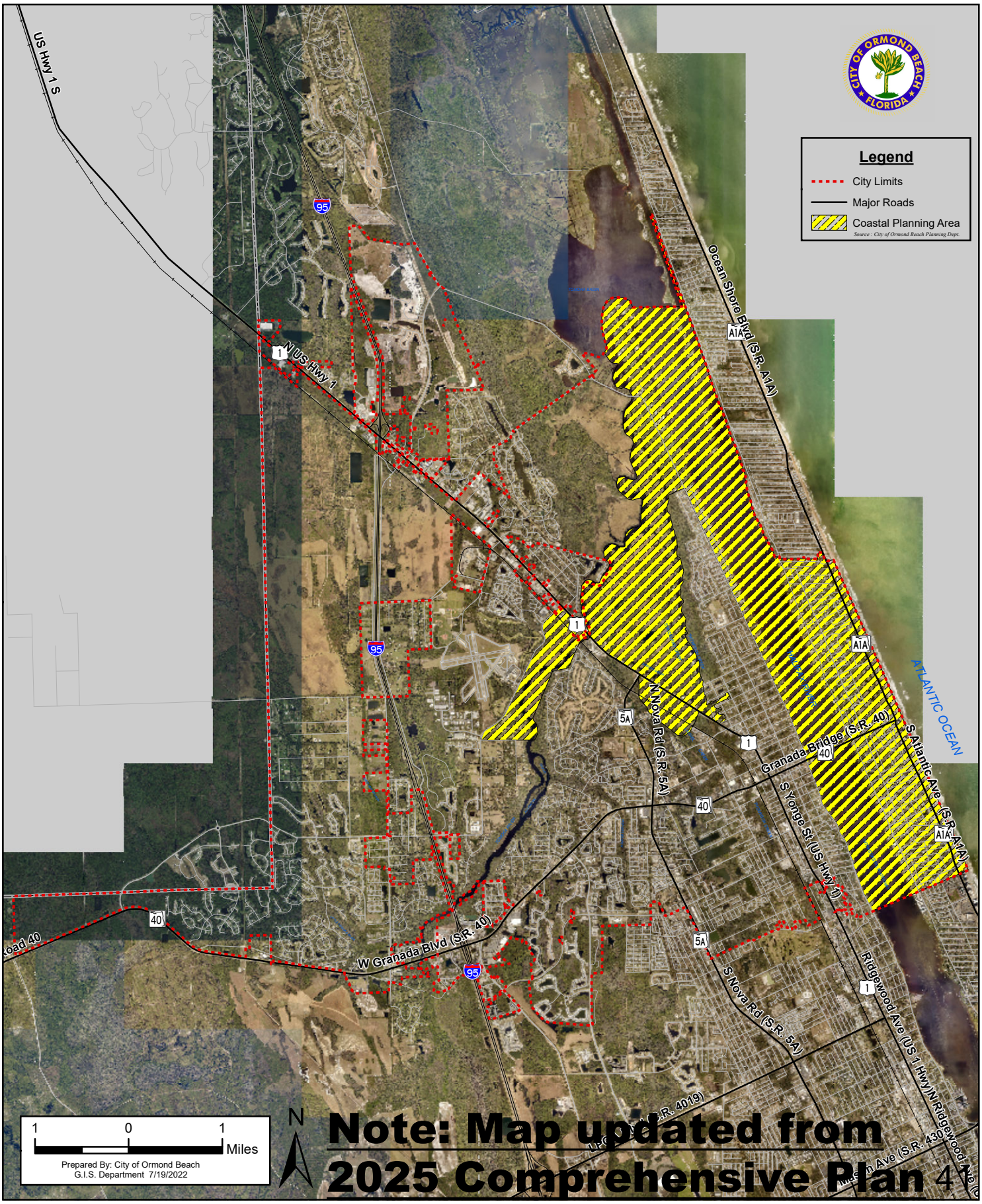
HURRICANE VULNERABILITY ZONE

Figure #1



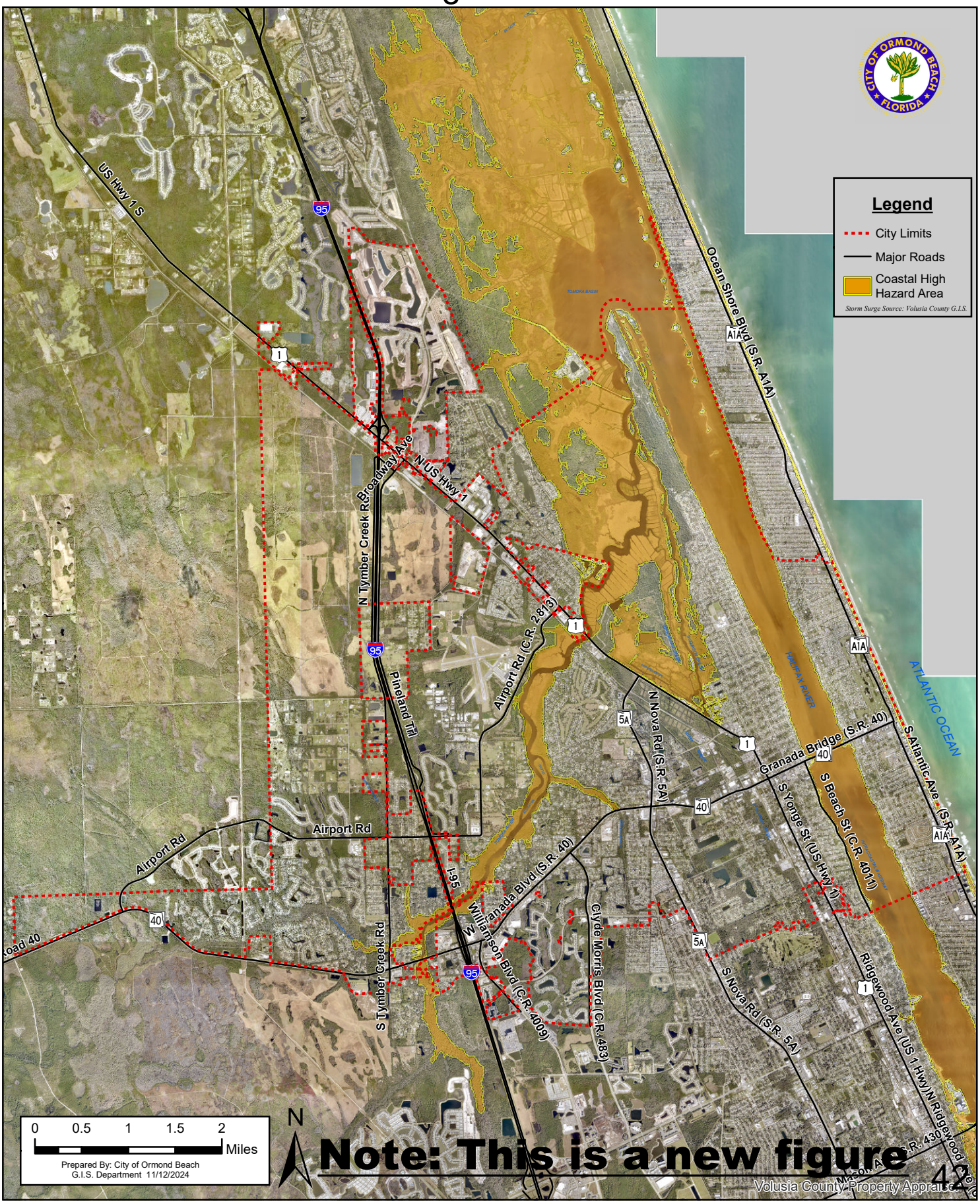
COASTAL PLANNING AREA / APAPTATION ACTION AREA

Figure #2



COASTAL HIGH HAZARD AREA

Figure #3



NEW PAGE ADDED

HOUSING ELEMENT









~~HOUSING ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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~~HOUSING ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY, THROUGH THE FUTURE LAND USE MAP AND ZONING REGULATIONS, 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~~ assist the private ~~production~~ sector, other public organizations, and housing non-profit agencies to provide a variety of housing types and price ranges for existing and future residents. ~~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.~~

POLICY 1.1.1.

A housing impact analysis shall be performed for all proposed City ordinances affecting development to ensure such provisions do not unnecessarily increase housing cost or inhibit innovative housing layout and design.

POLICY 1.1.2.

Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

POLICY 1.1.3.

The City shall support Volusia County's housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.

POLICY 1.1.4.

The City shall support the Ormond Beach Housing Authority's efforts to provide housing assistance to lower and very-low-income residents of the City.

POLICY 1.1.5.

The City shall establish an Affordable Housing Task Force every five years from the date of the previous Housing Plan update to review progress on previous Plan implementation and make new affordable housing recommendations if needed.

POLICY 1.1.6.

By 2012, the City shall create a housing partnership involving the County, City, financial institutions, and community-based non-profits for the purpose of providing financial and technical resources to assist the production of affordable housing that is designed for universal accessibility.

POLICY 1.1.7.

The City shall support public-private partnerships that provide for the housing needs of very-low, low- and moderate-income residents utilizing Federal, State and local housing programs.

POLICY 1.1.8.

The City shall coordinate, with Volusia County, the efforts by Halifax Habitat for Humanity to purchase lots for the purpose of constructing homes for qualified low to moderate income families.

POLICY 1.1.9.

By 2010, the City shall have implemented the recommendations of the 2008 Housing Study Update Plan.

POLICY 1.1.10.

By 2012, the City shall have developed an Excel-Based Housing Demand Forecast Model to ensure that the available residential land use acreage and its densities remain in balance with the expected to reside population.

POLICY 1.1.11.

The City shall support and promote the concept of universal accessibility for all new housing created in the city by the private housing market.

POLICY 1.1.12.

By the year 2010, the City shall have implemented the Affordable Housing Task Force recommended changes to the City's permitting process related to enhance the efficiency of development services.

POLICY 1.1.5.

The City shall continue to provide land use designations on the Future Land Use Map and zoning districts on the Official Zoning Map to ensure that adequate amounts of land are available to accommodate projected residential needs.

POLICY 1.1.6.

Through the Land Development Code, the City shall 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.

POLICY 1.1.7.

The Planned Residential Development zoning designation shall be maintained as a zoning tool to permit residential subdivisions that provide higher amenities, such as recreation, natural preservation, and open space. The Planned Residential Development is designed to review subdivision development in the "Suburban Low Density Residential" land use, smaller developments, and redevelopments. The City Commission may consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements through the Planned Residential Development process to foster varied housing opportunities by type and cost.

POLICY 1.1.8.

The City shall promote mixed-use developments by allowing residential densities within commercial land uses. Mixed-use developments are encouraged in the Downtown Community Redevelopment Area and the multi-modal corridors.

POLICY 1.1.9.

The City shall maintain and consistently review the permitting process that facilitates the private sector housing production.

POLICY 1.1.10.

Mobile and manufactured housing shall be permitted within the Land Development Code through the zoning regulations.

POLICY 1.1.11.

The Land Development Code shall continue to allow accessory dwelling units within single-family zoning classifications.

POLICY 1.1.12.

The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.

POLICY 1.1.13.

Assisted living facilities shall be allowed in commercial and residential zoning districts within the Land Development Code.

~~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.~~

~~POLICY 1.2.2.~~

~~Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate or reduce direct or indirect cost in providing such facilities by the general public.~~

~~POLICY 1.2.3.~~

~~The City shall continue to develop facilities and services master plans that guide residential development patterns in a manner that encourages compact development and discourages urban sprawl.~~

~~POLICY 1.2.4.~~

~~The City shall ensure the continued improvement of public services and facilities in areas which are experiencing deterioration in order to encourage reinvestment by the private sector and promote a residential environment that fosters community pride and provides safe and sanitary living conditions.~~

~~POLICY 1.2.5.~~

~~The City's Land Development Code shall designate lands for residential development consistent with the availability of public facilities at the Level-of-Service as outlined in this~~

~~Comprehensive Plan for all households, including low- and moderate-income families, mobile and manufactured homes, group homes and foster facilities and households with special needs.~~

OBJECTIVE 1.2. SUBSTANDARD HOUSING

The City will seek to identify and engage in activities to reduce the number of substandard housing units and prevent the need for City-initiated demolitions.

POLICY 1.2.1.

The City shall continue to enforce the building, plumbing, electrical, mechanical, and all other associated construction codes to ensure compliance for safe housing and to achieve necessary corrective action where non-compliance exists.

POLICY 1.2.2.

The City shall continue implementing methods to maintain and improve the housing stock, including yard maintenance, solid waste management, vehicle parking, and other blighting conditions.

POLICY 1.2.3.

The City shall continue to identify and seek to gain compliance for dilapidated housing units through the code enforcement process. The property owner shall demolish housing units that cannot be rehabilitated. Where structures identified as unsafe are not demolished promptly, the City shall perform the demolition after due notice and place a lien on the property.

~~OBJECTIVE 1.3. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT~~

~~**Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Ormond Beach.**~~

~~POLICY 1.3.1.~~

~~Encourage installation of renewable energy systems by homeowners.~~

~~POLICY 1.3.2.~~

~~Encourage the incorporation of green building practices into development projects.~~

~~POLICY 1.3.3.~~

~~Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts through the City's website.~~

~~POLICY 1.3.4.~~

~~The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.~~

~~POLICY 1.3.4.~~

~~Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.~~

~~POLICY 1.3.5.~~

~~Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.~~

~~POLICY 1.3.6.~~

~~Promote building design appropriate for local climate conditions.~~

~~POLICY 1.3.7.~~

~~The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.~~

OBJECTIVE 1.3. ATTAINABLE HOUSING

Adequate housing and land areas for very low-income, low-income, and moderate-income should be available to meet the housing needs through the provision of adequate residential land at various densities throughout the City.

POLICY 1.3.1.

Mobile, manufactured, modular, or alternative construction homes are allowed within the Land Development Code as a form of housing that can be more affordable to a broader range of individuals than traditional site-built homes and add to the variety of the available housing stock.

POLICY 1.3.2.

Mobile Homes built to Housing and Urban Development standards shall be allowed in the T-2 zoning district within the Land Development Code on platted lots.

POLICY 1.3.3.

The Land Development Code shall allow modular buildings in all residential zoning districts, as defined in Chapter 553, Florida Statutes, provided the structures comply with all applicable building code standards.

POLICY 1.3.4.

Projects seeking to construct housing for very low-income, low-income, and moderate-income shall be provided with an expedited permitting process for site plan review and building permitting.

POLICY 1.3.5.

Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates very low-income, low-income, and moderate-income housing units:

a. Waiver of development fees related to approvals;

b. Increased densities are allowed to accomplish affordable housing goals. The percentage of low and moderate housing set aside and the accompanying density bonus may increase in proportion to one another, but it shall not exceed 20 percent;

c. Reduction of parking and setback requirements, particularly for housing designed for persons 65 and older; and

d. Modifying sidewalk and street requirements, particularly in developments designed for persons 65 and older.

POLICY 1.3.6.

If development regulations are identified as hindering a project for very low-income, low-income, and moderate-income, consideration shall be given to processing a Land Development Code amendment or Planned Development at no cost to the project.

POLICY 1.3.7.

The City should seek funding assistance from Volusia County or state programs for providing very low-income, low-income, and moderate-income housing.

POLICY 1.3.8.

As opportunities arise, the City should explore partnerships with developers or organizations that seek to provide very low-income, low-income, and moderate-income housing.

POLICY 1.3.9.

To the greatest extent practical, projects for very low-income, low-income, and moderate-income should be disbursed throughout the City.

POLICY 1.3.10.

The City shall support multi-jurisdictional approaches for affordable housing issues in Volusia County.

OBJECTIVE 1.4. GROUP HOMES AND FOSTER CARE FACILITIES

The City shall continue to permit group homes and foster care facilities licensed or funded by the appropriate state agency in residential areas.

POLICY 1.4.1.

The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.

POLICY 1.4.2.

The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) to be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single-family residential districts and by right in all multi-family districts.

OBJECTIVE 1.5. DISPLACEMENT

The City shall provide uniform and equitable treatment to individuals displaced by state or local government programs, consistent with applicable *Florida Statutes*.

POLICY 1.5.1.

The City shall adhere to the requirements of Section 421.55, *Florida Statutes*, to provide equitable solutions for individuals and businesses displaced by City projects.

OBJECTIVE 1.6. HISTORICALLY SIGNIFICANT HOUSING

The City shall continue preserving and protecting historically significant structures and sites consistent with the Cultural and Historical Resources Element.

POLICY 1.6.1.

The City shall identify, recognize, and preserve historically significant structures and sites per the Cultural and Historical Resources Element and the Land Development Code.

OBJECTIVE 1.7. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

Encourage resource-efficient green building and sustainable development practices to enhance the energy efficiency of housing in Ormond Beach.

POLICY 1.7.1.

Encourage homeowners to install renewable energy systems.

POLICY 1.7.2.

Encourage the incorporation of green building practices into development projects.

POLICY 1.7.3.

Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts and the City's website.

POLICY 1.7.4.

The City shall allow building orientation in the permitting process that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and greenhouse gas emissions.

POLICY 1.7.5.

Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapotranspiration and shade.

POLICY 1.7.6.

The City shall continue to enforce the energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.

GOAL 2. NEIGHBORHOOD MAINTENANCE

TO ENSURE AND PROMOTE THE MAINTENANCE AND ENHANCEMENT OF RESIDENTIAL NEIGHBORHOODS.

OBJECTIVE 2.1. NEIGHBORHOOD MAINTENANCE

As a matter of on-going policy, the City will promote the maintenance, protection and, if necessary, the rejuvenation of city neighborhoods and residential areas, to encourage the highest quality housing and living environment possible.

POLICY 2.2.1.

By 2011, the City shall have developed and employed a neighborhood classification model designed to monitor neighborhood conditions, classify neighborhoods by a standardized condition and identify a comprehensive strategy for delivery of city services using a neighborhood focus.

POLICY 2.2.2.

By 2010, the City shall adopt an unsafe building abatement code to address vacant and derelict buildings to reduce blighting influences on commercial corridors and in residential neighborhoods.

POLICY 2.2.3.

Code enforcement, linked with housing rehabilitation assistance, shall be a principal conservation strategy for residential neighborhoods which are determined to be stable by the City's neighborhood classification model.

POLICY 2.2.4.

The City's Neighborhood Improvement Division shall provide in tandem with the issuance of housing code enforcement violations, information services provided by Volusia County Community Services for Ormond Beach.

POLICY 2.2.5.

Active citizen participation shall be incorporated into neighborhood planning efforts.

POLICY 2.2.6.

The City shall incorporate into the Land Development Code a formalized compatibility screening procedure to assist development applicants in identifying and mitigating conflicts in order to protect residential neighborhoods from incompatible land uses.

GOAL 3. PRESERVATION AND REHABILITATION

PRESERVE AND EXPAND THE SUPPLY OF QUALITY HOUSING UNITS FOR LOW AND MODERATE-INCOME HOUSEHOLDS BY SUPPORTING THE BUILDING OF NEW UNITS, REHABILITATION OF SUBSTANDARD UNITS, AND THE PREVENTION OF LOSS AND DETERIORATION OF EXISTING AFFORDABLE UNITS.

OBJECTIVE 3.1. REHABILITATION OF SUBSTANDARD HOUSING

All housing in the City which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the City provides safe and adequate shelter to its occupants.

POLICY 3.1.1.

The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Ormond Beach area.

POLICY 3.1.2.

As a matter of on-going policy, rehabilitation of housing units should be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of housing and neighborhood environments.

POLICY 3.1.3.

Neighborhood restoration efforts shall seek to maintain neighborhood identity and integrity.

OBJECTIVE 3.2. COORDINATION OF HOUSING ACTIVITIES

The City shall establish partnerships with private and public non-profit groups, private developers and other affordable housing providers.

POLICY 3.2.1.

The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.

POLICY 3.2.2.

The City shall support multi-jurisdictional approaches affordable housing issues in Volusia County.

GOAL 4. HOME OWNERSHIP

INCREASE HOME OWNERSHIP OPPORTUNITIES BY REDUCING THE TOTAL COST OF HOUSING IN THE MARKET PLACE.

OBJECTIVE 4.1. HOUSING OPPORTUNITIES

The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, affordable and rural housing is developed in the community to provide for the varied life-styles of its existing and future residents. The identification of historically significant housing shall continue in accordance with existing ordinances and as described in the Future Land Use Element, Coastal Management Element, Cultural Affairs Element, and Recreation and Open Space Element.

POLICY 4.1.1.

By 2010, the City shall utilize style neutral single-family residential design standards for all residential dwellings in order to address resident concerns regarding compatibility of manufactured housing in single-family residential neighborhoods.

POLICY 4.1.2.

The City shall incorporate affordable housing techniques into the Land Development Code such as Transfer of Development Rights, mandatory inclusionary zoning and density bonuses to increase the number of affordable lots and homes available to low- and moderate-income households.

POLICY 4.1.3.

The City shall ensure, through the Land Development Code, 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.

POLICY 4.1.4.

The City shall pursue affordable housing techniques designed to reduce the cost burden to low- and moderate-income households thus making affordable housing already available in the marketplace more accessible.

POLICY 4.1.5.

When provided by developers, the percentage affordable ratio shall be adjusted by area and by size of the development. Depending upon the geographic location, percentages may vary. In existing areas of the City where there is a significant population of low income and moderate-income groups, then a base percentage of 10% would apply, while elsewhere the base percentage may be 5%. the 10 percentage areas are generally identified as follows:

1) CDBG Priority Area: An area bounded on the north by Highland/Selden Avenue, the south by the City limits, the east by South Ridgewood, and the west by the Florida East Coast railroad tracks. (As amended by Ordinance 93-14, adopted on April 6, 1993.)

2) Barrier Island South: An area bounded on the north by Seminole Avenue, the south by the City limits, the east by A1A, and the west by Riverside Drive (south of the Fluhart Drive and Riverside Drive intersection).

3) Granada/Wilmette North: An area bounded on the north by Wilmette Avenue and its extension, the south by Granada Boulevard, the east by Orchard Street and the west by Nova Road.

4) Granada/Division South: An area bounded on the north by Granada Boulevard, the south by Division Avenue.

Low- and moderate-income housing units shall be dispersed throughout new development projects in a way that preserves the ambient character of the project and ensures assisted and non-assisted units shall not be distinguishable externally.

POLICY 4.1.6.

Mix use buildings incorporating residential and commercial development in the downtown shall have priority over single use buildings when applying for financial assistance from the City through the Tax Increment Financing District.

POLICY 4.1.7.

The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.

POLICY 4.1.8.

Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.

POLICY 4.1.9.

The City shall continue to maintain an inventory all public lands and buildings and, upon query by non-profit housing organizations, report to the City Commission the feasibility of

such public lands and buildings being made available for low- and moderate-income housing.

POLICY 4.1.10.

Mobile homes shall be allowed in the T-2 zoning districts. T-2, the Manufactured Home Community District, will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.

POLICY 4.1.11.

The City shall continue to implement standards, regulations, and guidelines for the protection and improvement of historically significant housing, consistent with the criteria contained within the Future Land Use, Coastal Management, Cultural Affairs and Recreation and Open Space Elements.

OBJECTIVE 4.2. HOUSING COSTS

The City shall support and promote the provision of affordable housing, including mobile homes and manufactured housing, to all segments of the City population.

POLICY 4.2.1.

The City shall monitor all land and building development ordinances, regulations, and the permitting process to identify conflicting requirements, eliminate excessive and unnecessary regulations, and provide flexibility in the provision of housing through innovative technologies.

POLICY 4.2.2.

On an on-going basis, the City shall utilize automated processes to improve building and inspection services in order to provide time sensitive turnaround approvals.

POLICY 4.2.3.

Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates low- and moderate-income housing units:

a. Waver of development fees related to approvals.

b. Allowance of increased densities to accomplish affordable housing goals. The percentage of low and moderate housing set aside and accompanying density bonus may increase in proportion to one another but in no case shall it exceed 20%.

c. Reduction of parking and setback requirements, particularly for housing designed for the elderly.

d. Modification of sidewalk and street requirements, particularly in developments designed for the elderly.

GOAL 5. EQUAL HOUSING

PERMIT HOUSEHOLDS TO FREELY CHOOSE AMONG THE DIFFERENT OPTIONS AND TENURES WHICH ARE AVAILABLE IN AN UNRESTRICTED MARKET.

OBJECTIVE 5.1. EQUAL HOUSING

The City shall ensure that equal housing opportunities are realized by all residents regardless of race, color, religion, ancestry, sex, familial status, national origin, handicap or place of birth.

POLICY 5.1.1.

The City shall continue to enforce its Fair Housing Ordinance, continually monitoring housing practices for possible housing discrimination.

POLICY 5.1.2.

The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially and/or physically disadvantaged, and those displaced due to City actions.

OBJECTIVE 5.2. GROUP HOMES AND FOSTER CARE FACILITIES

The City shall continue to permit in residential areas group homes and foster care facilities licensed or funded by the Department of Children and Family Services.

POLICY 5.2.1.

The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.

POLICY 5.2.2.

The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single-family residential districts and by right in all multi-family districts.

GOAL 6. JOBS AND HOUSING BALANCE

ENCOURAGE A BALANCED AND MIXED ECONOMIC COMMUNITY.

OBJECTIVE 6.1. JOBS AND HOUSING BALANCE

The City shall promote, through its economic development efforts, a higher job to housing growth ratio.

POLICY 6.1.1.

Increase the job/housing ratio from 1.10 (2008) to 1.25 (2015) by creating higher value-added jobs.

POLICY 6.1.2.

By 2015, the cost of housing shall closely mirror the median wage structure of the City's economic base.

NEW PAGE ADDED

PARKS AND RECREATION ELEMENT









~~RECREATION AND OPEN SPACE ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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GOAL 1. RECREATION AREAS AND FACILITIES

PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS.

OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS

The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.

POLICY 1.1.1.

The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

POLICY 1.1.2.

Parks and recreational facilities, as shown in Figure 1 of the Parks and Recreation Element, shall be located throughout the City to allow access opportunities to all segments of the population.

POLICY 1.1.3.

The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

POLICY 1.1.4.

The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

~~POLICY 1.1.5.~~

~~Alligator Island shall be maintained under the Open Space/Conservation land use designation.~~

~~POLICY 1.1.6.~~ POLICY 1.1.5.

The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic interaction, and population growth. ~~Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy.~~

~~a. Coordination with other City departments and civic groups of studio (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency.~~

~~b. Coordination of or liaison to the development of other community enhancement projects (e.g., Santaland Art in the Park, and Easter Egg Hunt).~~

~~c. Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.~~

~~d. Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs.~~

~~e. Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs.~~

~~f. Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.~~

OBJECTIVE 1.2. MAINTENANCE

To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City's ~~Leisure Services~~ Parks and Recreation Department in order to promote public use and community pride, and discourage vandalism.

POLICY 1.2.1.

The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.

POLICY 1.2.2.

The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.

~~POLICY 1.2.3.~~

~~By 2025, the City shall develop a facility at Central Park to support after school programs and other activities.~~

~~POLICY 1.2.4.~~

~~The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage.~~

~~POLICY 1.2.5.~~ POLICY 1.2.3.

The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.

OBJECTIVE 1.3. LAND USE COMPATIBILITY

Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

POLICY 1.3.1.

Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.

POLICY 1.3.2.

To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.

POLICY 1.3.3.

To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

OBJECTIVE 1.4. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its parks, recreation, and open space areas, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.

POLICY 1.4.1.

The ~~Leisure Services~~ Parks and Recreation Department shall develop and distribute literature and maps listing the parks, leisure service, recreation sites, and historic sites located within the City, their facilities, location, and operating hours.

POLICY 1.4.2.

The ~~Leisure Services~~ Parks and Recreation Department shall prepare an annual report, as part of the budget process, that in general describes the status of that department's functions in the City for presentation to the City Commission ~~that department's functions in the City~~; assess the general needs of the population; describes events which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and propose solutions to these areas of concern.

OBJECTIVE 1.5. FUNDING

The City shall develop a fiscally sound public parks recreation facilities program.

POLICY 1.5.1.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

POLICY 1.5.2.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.

b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.

c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.

d. The fee schedule shall be reviewed and updated on an annual basis.

POLICY 1.5.3.

The City shall continue to financially support the activities, events, and programs offered by the ~~Leisure Services~~ Parks and Recreation Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.

POLICY 1.5.4.

The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.

POLICY 1.5.5.

New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and in the City Land Development Code.

POLICY 1.5.6.

The City shall continue to charge a non-residents fee determined by the ~~Leisure Services~~ Parks and Recreation Department and the City Commission for the use of City recreation facilities.

POLICY 1.5.7.

The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.

OBJECTIVE 1.6. BEACH ACCESS

The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities.

POLICY 1.6.1.

Participate in and encourage State, Regional, and County programs to provide on and off-site beach parking.

OBJECTIVE 1.7. BICYCLING OPPORTUNITIES

Safe bicycling opportunities, for both recreation and transportation, shall be provided within the eCity where possible.

POLICY 1.7.1.

Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.

POLICY 1.7.2.

The City shall cooperate with bicycle organizations, law enforcement agencies, and the ~~FDOT~~ Florida Department of Transportation to promote a bicycle safety program; this shall include a program in the schools and a media information program.

POLICY 1.7.3.

Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.

POLICY 1.7.4.

The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.

~~POLICY 1.7.5.~~

~~When providing bicycle and pedestrian pathways the City shall determine, through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.~~

~~POLICY 1.7.6.~~ POLICY 1.7.5.

The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

~~POLICY 1.7.7~~ POLICY 1.7.6.

To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.

~~POLICY 1.7.8~~ POLICY 1.7.7.

The following criteria shall be used in prioritizing bicycle facility improvements:

a. Beach access points and crossings;

b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas~~.~~;

c. Lack of alternative routes;

d. Streets serving important transit stops;

e. Areas exhibiting high incidence of vehicle accidents with bicycles; and

f. Arterial and collector streets.

~~POLICY 1.7.9~~ POLICY 1.7.8.

The City, in cooperation with the County and ~~FDOT~~ the Florida Department of Transportation, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

POLICY 1.7.9.

The City should update the 2016 Bike Master Plan and seek collaboration with Volusia County Trail and Bike Master Plan.

OBJECTIVE 1.8. CONSERVATION

Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities.

POLICY 1.8.1.

The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.

POLICY 1.8.2.

New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.

POLICY 1.8.3.

The City shall acquire sensitive lands to meet open space objectives and/or adopt regulations to protect and enhance the functional values of such lands.

OBJECTIVE 1.9. ~~ADA~~ AMERICANS WITH DISABILITIES ACT STANDARDS

Public recreation facilities shall both accommodate and integrate ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State standards.

POLICY 1.9.1.

The City shall provide physical programs for the ~~handicapped and disabled~~ special populations and persons with disabilities of all ages, based upon demand.

POLICY 1.9.2.

Recreation facility construction or renovation shall be designed to accommodate and integrate the ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State ~~ADA~~ Americans with Disabilities Act standards.

POLICY 1.9.3.

When possible, ~~handicap~~ special populations and persons with disabilities access to the beach shall be improved by the process of ~~handicap~~ accessible parking spaces and pedestrian beach access ramps.

POLICY 1.9.4.

Playgrounds shall include ~~handicap and disability handicap~~ special populations and persons with disabilities accessible and usable facilities, to integrate ~~handicapped~~ special populations children into the mainstream.

POLICY 1.9.5.

The City shall construct playgrounds oriented towards ~~handicapped~~ special populations children.

OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost-effective services to the public.

POLICY 1.10.1.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

POLICY 1.10.2.

The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.

~~POLICY 1.10.3.~~

~~The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to:~~

- ~~Florida Recreation and Development Assistance Program;~~
- ~~Land and Water Conservation Fund Program;~~
- ~~Florida Forever;~~
- ~~Florida Boating Improvement Program;~~
- ~~Save our Rivers Program (SJRWMD);~~
- ~~Ponce DeLeon Port Authority;~~
- ~~Florida Inland Navigation District;~~
- ~~Florida Communities Trust Program; and~~
- ~~ECHO.~~

~~POLICY 1.10.4.~~ POLICY 1.10.3.

The City shall continue to submit applications when appropriate and applicable for grants under programs sponsored by various local, State, and ~~regional~~ federal governments including, but not limited to, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Forever, Florida Recreation and Development Assistance Program, Volusia ECHO, Volusia Forever, and the Florida Inland Navigation District.

~~POLICY 1.10.5.~~ POLICY 1.10.4.

The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.

~~POLICY 1.10.6~~ POLICY 1.10.5.

Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the Ormond Scenic Loop and Trail, East Coast Greenway, as well as other state trail systems.

OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES

The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the ~~Recreation and Open Space~~ Parks and Recreation Element. The following policies shall apply to the review of development activities and the conduct of public activity.

POLICY 1.11.1.

The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system:

a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.

b. Ensure the protection of natural vegetation and unique land features.

c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.

d. Maintain and protect major environmental areas, parks, preserves, wildlife management areas and refuges.

e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element.

f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance.

g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.

POLICY 1.11.2.

Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.

POLICY 1.11.3.

Designated open space areas encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.

POLICY 1.11.4.

Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.

POLICY 1.11.5.

Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.

OBJECTIVE 1.12. LAND ACQUISITION

The City shall continue to increase the public provision, protection and enhancement of open space by utilizing ~~the~~ Volusia County, ~~Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar~~ State, and Federal land acquisition programs, as appropriate, to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.

POLICY 1.12.1.

Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of open space areas from public areas and private enterprise.

POLICY 1.12.2.

Open Space areas shall be preserved for the following types of development:

a. Residential development required to provide park needs and open space areas as required by the Land Development Code.

b. Planned overlay districts required to provide open space and common open space per the Land Development Code.

c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements.

d. Non-residential development required to provide open space areas as required by the Land Development Code.

OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY

Provide for recreational corridors to link the City-owned parks as well as other open space/ conservation areas.

POLICY 1.13.1.

The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.

POLICY 1.13.2.

The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Code.

POLICY 1.13.3.

The City shall continue to coordinate with utility companies the potential multi-use concept for open space and recreation uses within utility easements.

POLICY 1.13.4.

To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.

POLICY 1.13.5.

Open space systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, above ground boardwalks and limited passive areas designated for picnicking.

POLICY 1.13.6.

Public access to the beach and waterways shall be provided in accordance with the policies under Goal 6~~7~~ of the Coastal Management Element.

POLICY 1.13.7.

The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan, as amended. The Ormond Scenic Loop & Trail is shown in Figure 2 of the Parks and Recreation Element.

OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER

The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate facilities to serve the residents of Ormond Crossings.

~~POLICY 1.14.1.~~

~~Within 90 days of the effective date of the comprehensive plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.~~

~~POLICY 1.14.2.~~ POLICY 1.14.1.

The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided ~~up to 5~~ as separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple park~~s~~ sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.

~~POLICY 1.14.3.~~ POLICY 1.14.2.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center.

a. A public community center with a minimum of 6,000 square feet of building area;
b. A trail system, including a minimum of .75 miles of hard surface walkway;
c. 1 Picnic shelter with restrooms;
d. 1 soccer/football field;
e. 1 baseball/softball field;
f. 2 outside basketball courts with lights;
g. 2 shuffle board courts;
h. 1 bocce ball court;
i. 1 tennis court; and
j. 1 racquetball court.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the ~~c~~Certificate of ~~o~~Occupancy for the 2,000th dwelling unit.

a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet;

b. A trail system, including a minimum of .525 miles of hard surface walkways;

c. Passive park area of 36.5 acres;

d. 1 off-leash dog park;

e. 1 covered playground area;

f. 1 baseball/softball field;

g. 2 outside basketball courts with lights;

h. 2 shuffle board courts;

i. 1 bocce ball court;

j. 2 tennis courts; and

k. 1 racquetball court.

The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.

Map Ref#	City Park Name
1	Ames Park
2	Ormond Beach Andy Romano Beachfront Park
3	Arroyo Oaks Mini Park
4	Arroyo Parkway Passive Park
5	Bailey Riverbridge Gardens
6	Birthplace of Speed Park
7	Casements Campus-
8	Ormond Beach Tennis Center
9	Cassen Park
10	Central Park I
11	Central Park II
12	Central Park III
13	GF Althouse Trail
14	Central Park IV
15	Division Avenue Passive Park
16	Fire House Park
17	Fortunato Park
18	Haas Park
19	Hospital Gardens
20	Huguenot Park
21	Indian Mound Park
22	Lakebridge Drive Passive Park
23	Lincoln Ave Park
24	Main Street Park
25	Memorial Gardens
26	Milton W. Pepper Park
27	Neptune Bench Park
28	Nova Community Park
29	Nova Skate Park
30	Nova Rd Passive Park - North
31	Nova Rd Passive Park - South
32	Ormond Beach Lions Park
33	Ormond Beach Regional Sports Complex
34	Limitless Park (playground)
35	Optimist Park
36	Ormond Beach Middle School
37	Ormond Parkway Park
38	Ormond Beach Performing Arts Center
39	Ormond Beach Senior Citizen Center
40	Ormond Shores Park
41	Osceola Elementary School Park
42	Plaza Grande Park
43	Riviera Park
44	Rockefeller Gardens
45	Sanchez Park
46	Santa Lucia Bench Park
47	South Old Kings Rd Passive Park
48	South Ormond Neighborhood Center
49	South Ormond Neighborhood Park
50	Ted Porter Park
51	Vadner Park
52	Waldo Berry, Sr. Heritage Park
53	West Ormond Community Park
54	West Ormond Wetlands Park
55	Woodmere Park
56	Riverbend Nature Park

Master Park/Recreation and Facilities Inventory Figure 1

LEGEND

- Map Ref#
- Performing Arts Center
- Senior Citizen Center
- City Park
- Corporate Limits

FLAGLER COUNTY
VOLUSIA COUNTY

ATLANTIC OCEAN

HALIFAX RIVER

INTRACOASTAL WATERWAY

TOMOKA RIVER

THOMPSON CREEK

STRICKLAND CREEK

DODSON CREEK

LAUREL CREEK

Ormond Beach Municipal Airport

0 0.25 0.5 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department 7/10/2020

Note: This is a new figure

Gamble Rogers Memorial Area

Flagler Beach

Bulow Ruins State Park

Flagler 201 COUNTY

North Peninsula Recreation Area

Walter Boardman Ln (C.R. 2001)

Highbridge Rd (C.R. 2001)

Exit 278

Old Dixie Hwy (C.R. 4011)

Bulow Creek State Park

James Ormond Tomb Park

Atlantic Ocean

Ocean Shore Blvd (S.R. A1A)

John Anderson Dr (C.R. 2803)

Tomoka Basin

A1A

Ormond-By-The-Sea

95

1

Pine Tree Dr (C.R. 2820)

Bicentennial Park

Flagler County

Volusia County

Exit 273

Tomoka River

Halifax River

N Beach St (C.R. 4011)

Tomoka State Park

Ormond Beach

5A

40

Granada Blvd (S.R. 40)

Legend

- Ormond Scenic Loop and Trail
- Park
- Flagler County
- Volusia County

Note: This is a new figure

ORMOND SCENIC LOOP AND TRAIL MAP - FIGURE 2

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

N W E S

17

N.T.S.

NEW PAGE ADDED

CAPITAL IMPROVEMENTS ELEMENT









~~CAPITAL IMPROVEMENTS ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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~~CAPITAL IMPROVEMENTS ELEMENT~~
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~~SCHEDULE OF IMPROVEMENTS~~
~~MONITORING / EVALUATION~~

~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 1.LEVEL OF SERVICE STANDARDS

PUBLIC FACILITIES SHALL BE PROVIDED IN A TIMELY AND EFFICIENT MANNER AS NECESSARY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION, AND PARKS AND RECREATION AND TO MEET FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT THROUGH THE USE OF SOUND FISCAL PRACTICES.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS

Capital Improvements identified in other plan Elements shall be provided to correct existing deficiencies, accommodate future growth, and to replace deteriorated or obsolete facilities in an economically and energy efficient manner, as indicated in the schedule of improvements in this Element.

POLICY 1.1.1.

The City shall include capital improvement projects that are either: 1) required to meet adopted level-of-service standards; 2) implemented Goals, Objectives and Policies of the Comprehensive Plan; and 3) determined to be of relatively large scale in cost ($25,000.00 or greater) in the Schedule of Improvements of this Element.

POLICY 1.1.2.

As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan.

POLICY 1.1.3.

All capital improvements included in the Capital Improvements Element schedule of improvements shall be included in the City's annual capital budget.

POLICY 1.1.4.

Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines:

a. The extent to which the project is necessary to protect public health and safety.

b. Capital improvements needed to address existing deficiencies.

c. Maintenance of adopted levels-of-service.

d. The impact that the project would have on the local budget.

e. Reduction of future improvements costs.

f. Encouragement of infill development and/or preservation or achievement of full use of existing facilities.

g. Promotion of efficient development and prevention of urban sprawl.

h. Consistency with ~~FDOT~~ the Florida Department of Transportation and other State and regional plans.

POLICY 1.1.5.

The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.31~~8~~77, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the ~~CIE~~ Capital Improvements Element may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.

POLICY 1.1.6.

The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.

POLICY 1.1.7.

The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.

POLICY 1.1.8.

Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents.
~~Integrate energy cost reduction measures into the budget process.~~

POLICY 1.1.9

Government buildings and facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.

OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA

The City shall limit future public expenditures for capital improvements which promote growth within Coastal High Hazard Areas, except for public land acquisition, enhancement of natural resources, or other projects as identified in the Coastal Management Element ~~and, except for projects already in progress and continuing in good faith at the time of plan adoption~~.

POLICY 1.2.1.

The City shall expend funds in Coastal High Hazard Areas for the provision of improvements needed to correct existing deficiencies to maintain their existing capacity.

POLICY 1.2.2.

The City shall continue to provide recreational facilities as needed within Coastal High Hazard Areas.

POLICY 1.2.3.

The City shall not construct any new public facilities in the coastal high-hazard areas, except for:

a. Conservation, natural resource protection and preservation, conservation groundwater aquifer recharge, resource restoration facilities, public access facilities, stormwater management and passive recreation and recreation support facilities;

b. Facilities necessary to improve hurricane evacuation time and/or mitigate storm damage to existing development; and

c. Reconstruction of public facilities essential to maintaining the public health and safety shall only occur if such structures can meet the most current hurricane wind velocity standards contained in the adopted building code.

~~POLICY 1.2.4.~~

~~The City shall study, existing public facilities located in the Coastal High Hazard Area that can be replaced over a twenty- (20-) year period.~~

~~POLICY 1.2.5.~~

~~Further development of facilities located in the Coastal High Hazard Area shall be discouraged excluding beach-related capital facilities, including, but not limited to, access ramps and pedestrian walkways.~~

OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM

The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public facility needs identified within plan Elements are provided as needed but not in excess of the City's financial capacity to operate such facilities.

POLICY 1.3.1.

The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate fire-fighting capacity of a minimum of 500 ~~gpm~~ gallons per minute (gpm) or greater as determined by the Chief Fire Official in conjunction with the City Engineer (or its equivalent where a sprinkler system is used) and minimum 20 pounds per square inch (psi) residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 ~~gpd~~ gallons per day per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population.

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level-of-service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	~~LOS~~ Level-of-Service Daily	~~LOS~~ Level-of-Service Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	An average daily volume of 300 gallons per Equivalent Residential Unit.
~~**Sewer:**~~	~~An average daily volume of 270 gallons per Equivalent Residential Unit.~~
Reclaimed:	An average daily volume of 300 gallons per day per Equivalent Residential Unit.

Other uses water standards:

Types of Establishments* (note – ERU is Equivalent Residential Unit)	
Apartments	0.7 ERU per unit
Bars and Cocktail Lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 sq. ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 sq. ft.
General Commercial / Office Buildings	0.05 ERU per 100 sq. ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie Theaters, Auditoriums, Churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family Residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse Residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. Sewer: An average daily volume of 270 gallons per Equivalent Residential Unit. Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck	~~1,600~~1,400
Average commercial pick-ups/truck/route	~~155~~160
Average residential pick-ups/man/day	~~226~~800-600
Pounds/capita/day for residential, commercial and industrial waste	~~5.69~~5.83
Pounds/capita/day for special wastes	3.85

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the ~~FEMA~~ Federal Emergency Management Agency ~~FIRM~~ Flood Insurance Rate Map ~~maps~~.

POLICY 1.3.3.

The City shall maintain provisions in the Land Development Code that will ensure that, at the time a development order is issued, adequate facility capacity is or will be available when needed to serve the development.

POLICY 1.3.4.

The City shall evaluate proposed plan amendments and requests for new development based on the following guidelines:

a. Creates potential public hazard.

b. Accentuates any existing facility deficiencies.

c. Generates public facility demands that could be accommodated by scheduled capacity increases in the capital improvements schedule.

d. Conforms with the Future Land Use Map (Future Land Use Element) and service areas (Utilities Element).

e. Affects other agencies' facilities plans.

f. Conforms to the Conservation Element's policies for natural resource protection.

g. Conforms to the Coastal Management Element's policies for limiting specific and cumulative impacts of development or redevelopment upon wetlands, water quality and quantity, wildlife habitat, living marine resources, and beach and dune systems.

h. Minimizes impacts to surrounding jurisdictions.

OBJECTIVE 1.4. IMPACT AND CONNECTION FEES

Future development projects shall pay their fair share of the cost of providing facilities and services required to maintain adopted level-of-service standards as specified in the Land Development Code. Impact and connection fees, developer dedications and contributions shall be required in an amount equal to the cost of the infrastructure required to serve the development.

POLICY 1.4.1.

Recreation impact fees shall be continued and refined as needed to adequately maintain adopted ~~LOS~~ level-of-service standards.

POLICY 1.4.2.

Water and sewer ~~impact~~ connection fees shall be periodically reviewed and adjusted ~~as needed to~~ in accordance with Florida Statutes to assure that revenues are equal to growth-related capital expenditures, and to adequately maintain adopted ~~LOS~~ level-of-service standards.

~~POLICY 1.4.3.~~

~~The City shall annually review the fee schedules of all impact fee ordinances and adjust the fee schedules to reflect the pro-rata share of costs needed to finance improvements necessitated by new development.~~

~~POLICY 1.4.4.~~ POLICY 1.4.3.

The City shall continue to require that developers build water, sewer and reclaimed water infrastructure, local streets and internal collectors and provide off-site improvements needed for their development including but not limited to acceleration/deceleration lanes, turning lanes and traffic signals. ~~Such improvements shall not be eligible for impact fee reimbursements.~~

OBJECTIVE 1.5. FISCAL RESOURCES

The City shall manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

POLICY 1.5.1.

In providing capital improvements funded by general obligation bond issues, the City shall limit outstanding indebtedness to no greater than five (5%) percent of its property tax base.

POLICY 1.5.2.

The City shall continue to adopt an annual capital budget and a five- (5) year capital improvement program as part of its budgeting process.

POLICY 1.5.3.

The City shall continue its efforts to secure State or Federal grants or private funds whenever available for capital improvements financing, through actively seeking and applying for grants and, if required, providing matching funds for grants.

POLICY 1.5.4.

Prior to scheduling any referenda to finance capital projects, the City shall make every effort to identify alternative funding sources.

POLICY 1.5.5.

Prior to the issuance of Certificates of Occupancy, the City shall provide for all public facilities needed to serve developments for which development orders were previously issued.

~~POLICY 1.5.6.~~

~~The Capital Improvements Element will be financially feasible in accordance with state law.~~

~~POLICY 1.5.7~~ POLICY 1.5.6.

If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.

~~POLICY 1.5.8~~

~~Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.~~

OBJECTIVE 1.6. LOCAL AND REGIONAL FACILITIES & SERVICES

The City shall require that necessary local and regional facilities and services be available concurrent with the impacts of development through the adoption of a concurrency management system as implemented by the Land Development Code.

POLICY 1.6.1.

The City shall verify that all public facilities needed to serve new development have been provided prior to the approval of an application for final subdivision plan or final site plan.

POLICY 1.6.2.

The City shall continue to implement a concurrency management system to:

a. Determine whether necessary facilities identified within the City's Capital Improvements Element, including Traffic Circulation, Recreation and Open Space, and Utilities are being constructed in accordance with the schedules in the Comprehensive Plan.

b. Update annually existing level-of-service, committed capacity as defined in the Land Development Code, and facility needs prior to and in conjunction with the annual update of the Capital Improvements Element, except that a shorter time frame, daily, monthly, or semi-annually, will be used as appropriate where the level-of-service is near capacity.

The City plat approval process will require that necessary regional and local facilities and services be available concurrent with the impacts of development after the adoption of the concurrency management system through any of the following situations:

1. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.
2. The necessary facilities are under construction at the time a plat approval is issued.
3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a plat approval is issued. Capacity to meet ~~LOS~~ Level-of-Service for sanitary sewer, potable water, drainage and solid waste shall be in place prior to awarding concurrency status for any development order.
4. The necessary road facilities as listed in the first three (3) years of the ~~FDOT~~ Florida Department of Transportation Five-Year Work Program have been included in the Volusia County or City of Ormond Beach annual budget at the time a plat approval is issued. A plan amendment is required to eliminate, defer or delay construction of any

road or mass transit facility or service which is needed to maintain the adopted level-of-service standards and which is listed in the five- (5-) year schedule of capital improvements.

For those parcels that do not require platting, the above steps will be considered at the time of site plan and review. In such cases the words "site plan" will replace "plat approval" wherever it appears above.

POLICY 1.6.3

Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION

Intergovernmental cooperation and coordination shall be established and maintained in order to plan for and provide the best methods for providing efficient, cost-effective, and environmentally sound public facilities and services.

POLICY 1.7.1.

Effective administrative and procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy cluster, at a minimum, shall include the following actions:

a. The City shall establish formal and informal methods of contact and communication with adjacent and/or affected units of local government concurrent with the initiation of planning for new public facilities or improvements to existing public facilities for the purpose of interjurisdictional coordination in the planning, construction and operation of such facilities, where appropriate.

b. Administrative and procedural mechanisms shall be used to more effectively coordinate, plan and provide public facilities and services.

OBJECTIVE 1.~~1~~8. ORMOND CROSSINGS ACTIVITY CENTER

The Ormond Crossings Activity Center provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service established in this Comprehensive Plan.

POLICY 1.~~1~~8.1.

The City shall monitor the progress of the development to analyze and where necessary, amend the Capital Improvements Element (CIE) and other related elements to ensure that public infrastructure and facilities are in place to ensure that minimum levels-of-service are maintained at the lowest possible cost to the City. The following is a list of improvements that may be required, as identified in the Ormond Crossings Activity Center Development Agreement. This list is to be used for general planning purposes and provide guidelines to the City. This policy shall not be interpreted to mean that changes to the development plan for the identified improvement cannot occur in the future. Given the potential time needed for this project to reach buildout, changes are to be expected. This policy provides a process and background for future capital planning efforts of the City.

SCHEDULE OF IMPROVEMENTS

The tables on the following pages of the Capital Improvements Element will be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future. All items listed are consistent with individual Comprehensive Plan Elements.

~~The first part of each table will include the projected improvements for the period between Fiscal Years 2008-09 and 2012-13 in one- (1-) year increments.~~

~~The table also specifies the type of work that is needed such as addressing an existing deficiency, a projected deficiency, or if the project consists of a repair, renovation or replacement of an existing facility.~~

The Schedule of Improvements are based upon the annual Ormond Beach Capital Improvement Plan and the capital improvements of other organizations such as Volusia County School Board and the Transportation Planning Organization.

MONITORING / EVALUATION

The Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, F.S., the Element must be reviewed every year to ensure that the fiscal resources are available to provide public facilities needed to support adopted ~~LOS~~ Level-of-Service standards.
Programs that will be adopted to ensure that the Goals, Objectives and Policies established in the Capital Improvements Element include:

a. The Concurrency Management System ~~(described in the Introduction Section)~~.

b. Annual review of the ~~CIE~~ Capital Improvements Element.

c. Annual review of the City's budget to determine if all capital improvement projects are consistent with all Comprehensive Plan Elements and that the proposed projects will further the Goals, Objectives and Policies of the Comprehensive Plan.

Table A
~~Leisure Services~~ Parks and Recreation
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
	Leisure Services							
1	OBSC Softball Field Reconstruction	Property Taxes-LS	$800,000	$0	$0	$0	$0	$800,000
2	Nova Field #1 Relocation	Echo Grant	$100.000	$900,000	$500,000	$0	$0	$1,500,000
		Property Taxes-LS						
3	Central Park Trails Systems	Echo Grant	$0	$0	$0	$1,000,000	$0	$1,000,000
		Property Taxes-LS						
		Total	**$900,000**	**$900,000**	**$500,000**	**$1,000,000**	**$0**	**$3,300,000**

Leisure Services Funding Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Echo Grant	$400,000	$450,000	$0	$500,000	$0	$1,350,000
Property Taxes – LS	$500,000	$450,000	$500,000	$500,000	$0	$1,950,000
Total	**$900,000**	**$900,000**	**$500,000**	**$1,000,000**	**$0**	**$3,300,000**

Table B
Community Redevelopment
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
	Downtown							
1	Community Center	Property Taxes – CRA	$0	$500,000	$0	$0	$7,118,000	$7,618,000
2	Traffic Calming	Property Taxes – TIF	$0	$100,000	$0	$0	$0	$100,000
3	Stormwater Improvements	Property Taxes – TIF	$0	$0	$1,100,000	$0	$0	$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	$0	$0	$624,716	$2,220,273	$0	$2,844,989
		Property Taxes – TIF						
		Total	**$0**	**$600,000**	**$1,724,716**	**$2,220,273**	**$7,118,000**	**$11,662,989**

Downtown Funding Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - CRA	$0	$100,000	$862,472	$222,028	$7,118,000	$8,302,500
Property Taxes – TIF	$0	$0	$0	$0	$0	$0
Stormwater charges	$0	$0	$300,000	$0	$0	$300,000
Grant	$0	$500,000	$0	$0	$0	$500,000
TPO (Grant Pending)	$0	$0	$562,244	$1,998,245	$0	$2,560,489
Total	**$0**	**$600,000**	**$1,724,716**	**$2,220,273**	**$7,118,000**	**$11,662,989**

Table C
Utilities
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Water Improvements								
1	Water Main Replacement	Water & Sewer Charges	$300,000	$0	$0	$0	$0	$300,000
2	Wellfield Repairs	Water & Sewer Charges, Bond Proceeds	$0	$0	$151,400	$1,778,750	$0	$1,930,150
3	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
4	West Ormond Utilities – New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
5	West Ormond Utilities, Water Treatment Plan Evaluation	To be determined	$0	$0	$300,000	$0	$0	$300,000
6	Water System Expansion	To be determined	$0	$0	$0	$4,500,000	$42,750,000	$47,250,000
7	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$17,250,000	$17,250,000
Wastewater Improvements								
8	Halifax River Utility Crossing	Bond Proceeds	$480,000	$5,680,000	$0	$0	$0	$6,160,000
9	Water Reclamation Facility Filter Modification	Bond Proceeds	$475,000	$5,100,000	$0	$0	$0	$5,575,000
10	North US 1 Utility Adjustments	Water & Sewer Charges, Bond Proceeds	$0	$0	$300,000	$3,100,000	$0	$3,400,000
11	Pep Tank Elimination, Phase 1	Water & Sewer Charges, Bond Proceeds	$0	$0	$400,000	$5,750,000	$0	$6,150,000

Table C
Utilities
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
12	West Ormond Utilities Airport Road Force Main Extension	To be determined, Daytona Beach	$275,000	$3,059,5000	$0	$0	$0	$3,334,500
13	West Ormond Utilities Water Reclamation Facility	To be determined, Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000
14	West Ormond Water Reclamation Facility Site Improvements	To be determined	$1,700,000	$0	$0	$0	$0	$1,700,000
15	West Ormond Utilities SR 40 Parallel Force Main	To be determined	$0	$225,000	$2,880,000	$0	$0	$3,105,000
16	West Ormond Utilities Hand Avenue Force Main	To be determined	$0	$0	$0	$300,000	$4,020,000	$4,320,000
Water and Sewer Improvements								
17	Public Works Management Site Upgrades	Water & Sewer Charges	$0	$0	$0	$0	$270,000	$270,000
18	Public Works Generator	Water & Sewer Charges	$0	$0	$0	$0	$255,000	$255,000
19	Public Works Renovation	Water & Sewer Charges	$0	$0	$0	$0	$338,000	$338,000
20	Utility Master Plan Update	Wastewater Impact Fees, Water impact Fees	$0	$380,000	$0	$0	$0	$380,000
21	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,550,000	$0	$0	$0	$2,750,000

Table C
Utilities
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Reclaim Water								
22	Reuse Reservoir	Bond Proceeds, SJRWMD, State Appropriation	$6,680,000	$0	$0	$0	$0	$6,680,000
Total			**$17,210,000**	**$56,899,500**	**$43,726,400**	**$18,436,250**	**$64,883,000**	**$201,155,150**

Utilities Funding Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bond Proceeds	$4,765,000	$10,780,000	$0	$10,628,750	$0	$26,173,750
Daytona Beach	$1,990,000	$10,353,000	$9,450,000	$0	$0	$21,793,000
SJRWMD	$1,670,000	$0	$0	$0	$0	$1,670,000
To be determined	$7,285,000	$35,386,500	$33,425,000	$7,807,500	$64,020,000	$147,924,000
State Appropriation	$1,200,000	$0	$0	$0	$0	$1,200,000
Wastewater Impact Fee	$0	$190,000	$0	$0	$0	$190,000
Water & Sewer Charges	$300,000	$0	$851,400	$0	$863,000	$2,014,400
Water Impact Fees	$0	$190,000	$0	$0	$0	$190,000
Total	**$17,210,000**	**$56,899,500**	**$43,726,400**	**$18,436,250**	**$64,883,000**	**$201,155,150**

Table D
Transportation
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Neighborhood Traffic Calming	Property Taxes – Transportation	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant Transportation Reserves	$0	$0	$0	$7,152,353	$0	$7,152,353
3	US 1 North Sidewalk	River to Sea TPO grant Transportation Reserves	$0	$0	$0	$2,413,781	$3,096,361	$5,519,142
		Totals:	**$50,000**	**$50,000**	**$50,000**	**$9,616,134**	**$3,146,361**	**$12,921,495**

Transportation Funding Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - Transportation	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
River to Sea TPO Grant	$0	$0	$0	$6,505,965	$0	$4,770,315
Bonds	$0	$0	$0	$2,382,038	$3,774,492	$2,382,038
Total	**$50,000**	**$50,000**	**$50,000**	**$8,938,003**	**$3,824,492**	**$12,912,495**

Table E
School Improvements
Capital Improvements Schedule
Based upon Volusia County Schools, Annual Operating Budget
https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast (Detail)
Capital Projects Funds - Local Capital Improvement Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Sources - revenues					
Local sources:					
Ad valorem property taxes	$ 99,170,467	$ 94,018,320	$ 97,250,400	$ 102,439,152	$ 106,686,288
Investment income	80,000	70,000	60,000	50,000	40,000
Total local sources	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
Total sources	**99,250,467**	**94,088,320**	**97,310,400**	**102,489,152**	**106,726,288**
Uses - expenditures					
New Construction					
Central Warehouse	-	-	2,500,000	15,000,000	-
Enterprise Elm - K-8 Replacement School	3,000,000	-	-	-	-
Hinson Mid - Classroom Addition	-	-	-	750,000	10,000,000
Indian River Elm - Classroom Addition	-	-	-	-	400,000
Manatee Cove Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pathways Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pine Ridge HS - 14 Classroom Addition	700,000	-	500,000	-	-
Port Orange Elm - Renovations	-	-	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School	750,000	-	2,000,000	-	-
Southwestern Mid - Renovate Kitchen and Multipurpose	6,000,000	-	-	-	-
Spruce Creek Elm - Campuswide HVAC and Lighting	-	-	1,200,000	-	-
Volusia Pines Elm - Classroom Addition	-	-	-	-	600,000
Total New Construction	11,550,000	-	7,950,000	24,250,000	21,000,000

Table E
School Improvements
Capital Improvements Schedule
Based upon Volusia County Schools, Annual Operating Budget
https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets

Projects at Existing Schools and Facilities					
Atlantic HS - Press Box and Restroom Buildings	1,383,000	-	-	-	-
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	-	-	-	-
Blue Lake Elm - Renovate Basketball Courts	318,324	-	-	-	-
Brewster Center - Replace Emergency Generator	601,200	-	-	-	-
Brewster Center - Repair Floor Joists	-	117,600	-	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Creekside Mid - Replace Stage Lighting and Sound System	-	-	900,000	-	-
DeLand Administrative Complex - Upgrade Data Center Ba	250,000	-	-	-	-
Deltona HS - Upgrade Stage Lighting	900,000	-	-	-	-
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
Edgewater Public Elm - Renovate Media Center	360,000	-	-	-	-
Edgewater Public Elm - Upgrade Parking Lot and Bus Loop	-	-	400,000	-	-
Edgewater Public Elm - Replace Stage Lighting and Sound S	-	600,000	-	-	-
Forest Lake Elm - Parent Loop Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System	-	600,000	-	-	-
Freedom Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation	111,840	-	-	-	-
New Smyrna Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide	-	-	1,500,000	-	-
Osceola Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget
https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets

Buses					
Bus and Safety	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Buses	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Total Charter School Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Roll Forward					
Prior Year Carryover Encumbrances	50,658,975	-	-	-	-
Prior Year Carryover Appropriations	31,769,478	-	-	-	-
Total roll forward	**82,428,453**	-	-	-	-
Total uses	**129,832,497**	**39,335,039**	**30,674,973**	**43,831,743**	**40,839,197**
Excess (deficiency) of revenues over expenditures	(30,582,030)	54,753,281	66,635,427	58,657,409	65,887,091
Other financing uses					
Transfers - General Fund	(31,681,710)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds	(21,317,043)	(23,546,350)	(23,549,950)	(23,553,850)	(23,551,300)
Total other financing uses	**(52,998,753)**	**(56,561,945)**	**(57,966,125)**	**(59,440,634)**	**(60,982,224)**
Net change in fund balances	(83,580,783)	(1,808,664)	8,669,302	(783,225)	4,904,867
Fund balances					
Beginning Balance	91,404,931	7,824,148	6,015,483	14,684,785	13,901,559
	2024-2025	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**
Ending Balance	**$ 7,824,148**	**$ 6,015,483**	**$ 14,684,785**	**$ 13,901,559**	**$ 18,806,427**

Table F
River to Sea Transportation Planning Organization Transportation Improvement Plan
Capital Improvements Schedule
https://www.r2ctpo.org/planning-studies/transportation-improvement-program/

#	Project Description/Area	<2025	2025	2026	2027	2028	FY 28-29
1	419772-1 – I-95 N. Ormond Business Park Interchange	$559,027	$0	$0	$0	$0	$559,027
2	428947-1- SR 40 (Granada Blvd.) from Breakaway Trail to Williamson Blvd	$4,710,989	$400,000	$2,190,000	$2,107,386	884,708	$10,293,083
3	419772-2 - I-95 Interchange at SR5 (US1)	$50.650,966	$0	$0	$240,681,710	$0	$291,332,676
4	419772-3 – I-95 Interchange at SR 5 (US1)	$6,409,678	$200,000	$0	$0	$0	$6,609,678
5	453588-1 – I-95 Interchange at SR-40	$0	$3,529,500	$0	$0	$0	$3,529,500
6	448786-1 US-1 from Airport Road to Broadway Avenue	$498,702	$0	$0	$0	$4,516,483	$5,015,185
7	440950-1 – Thompson Creek Trail	$0	$0	$686, 302	$0	$0	$686,302
Totals		**$12,178,396**	**$4,129,500**	**$2,190,000**	**$242,789,096**	**$5,401,191**	**$318,025,451**

Table G
General Capital Improvement Fund
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Police Station/EOC	Bonds, Legislative Funding	$2,900,000	$24,000,000	$24,000,000	$0	$0	$50,900,000
Total			**$2,900,000**	**$24,000,000**	**$24,000,000**	**$0**	**$0**	**$50,900,000**

General Capital Improvement Fund Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bonds	$1,450,000	$24,000,000	$24,000,000	$0	$0	$49,450,000
Legislative Funding	$1,450,000	$0	$0	$0	$0	$1,450,000
Total	**$2,900,000**	**$24,000,000**	**$24,000,000**	**$0**	**$0**	**$50,900,000**

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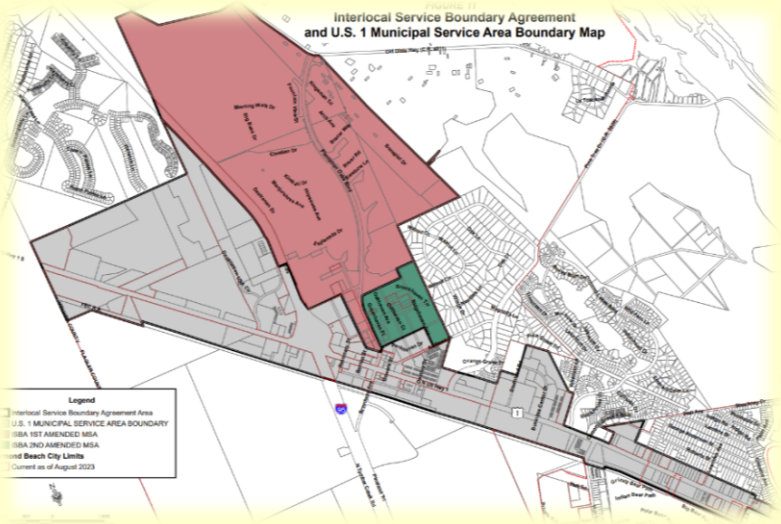
INTERGOVERNMENTAL COORDINATION ELEMENT









~~INTERGOVERNMENTAL COORDINATION ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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GOAL 1. COORDINATION

THE CITY SHALL ESTABLISH AND MAINTAIN EFFECTIVE COORDINATION TO ADDRESS MULTI-JURISDICTIONAL ISSUES OF CONCERN AND TO IMPLEMENT THE CITY'S COMPREHENSIVE PLAN.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS

The City shall provide public facilities in a timely and efficient manner, coordinating planning, acquisition, development, funding, and improvements with other governments and agencies to the greatest extent possible.

POLICY 1.1.1.

Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.

~~POLICY 1.1.2.~~

~~Effective procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy, at a minimum, shall include the following actions:~~

~~a. The City shall maintain formal and informal channels of communication with appropriate units of government in order to provide opportunity for interjurisdictional coordination in the planning, construction and operation of new or expanded public facilities.~~

~~b. The City shall continue to review all Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (DEP) and St. Johns River Water Management District (SJRWMD), permit applications and offer comments to the permitting agency in a timely manner in order to ensure that such permits are consistent with City policy.~~

~~c. On an ongoing basis, the City shall provide information on Cultural Affairs programs, economic development, public safety, active and passive recreation, transportation, and utilities capital improvement projects with adjacent and/or affected governments and utilities.~~

~~d. The City shall coordinate with Federal, State, regional and local permitting agencies to ensure that all permits be received by the time of the issuing of a development order.~~

~~POLICY 1.1.3.~~ POLICY 1.1.2.

The City shall maximize grant and revenue funds for capital improvement projects.

OBJECTIVE 1.2. COASTAL MANAGEMENT

The City shall coordinate and cooperate with other governmental units and agencies to effectively and efficiently manage coastal resources.

~~POLICY 1.2.1.~~

~~The City shall cooperate with the Volusia Council of Governments (VCOG) to establish and maintain intergovernmental coordination mechanisms as needed for the proper management of coastal resources.~~

~~POLICY 1.2.2.~~ POLICY 1.2.1.

The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities, Volusia County, and Flagler County to determine if coastal resources including the Halifax River, the Tomoka River and its tributaries, the barrier island, and any associated wetlands are being managed in a consistent manner.

~~POLICY 1.2.3.~~ POLICY 1.2.2.

The City shall cooperate as provided for by the Volusia County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries ~~for mosquito impoundments, beach renourishment, hurricane evacuation, provision of public access, providing water dependent use sites, controlling stormwater, reducing wastewater treatment plant discharges into the lagoon, and coordinating efforts to protect designated and other rare species~~.

~~POLICY 1.2.4.~~ POLICY 1.2.3.

The City shall maintain an intergovernmental coordination mechanism that provides potentially affected municipalities, counties, and agencies opportunities for review and comment of development proposals.

~~POLICY 1.2.5~~. POLICY 1.2.4.

The City shall encourage the State and regional permitting agencies to require that a proposed project ~~not~~ be consistent with local government comprehensive plans and land development regulations before issuing a development permit.

~~POLICY 1.2.6.~~ POLICY 1.2.5.

The City, in cooperation with the Florida Department of Environmental Protection ~~DEP~~, shall support the protection of the Tomoka Marsh Aquatic Preserve in accordance with the Florida Department of Environmental Protection ~~DEP~~ Management Plan and the City Comprehensive Plan.

~~POLICY 1.2.7.~~ POLICY 1.2.6.

The City shall cooperate with the County in the development and implementation of minimum standards for environmental protection in accordance with the Volusia County Home Rule Charter.

~~POLICY 1.2.8.~~ POLICY 1.2.7.

The City shall work cooperatively with Flagler County to ensure responsible development in the upstream portions of the Tomoka River watershed such that the River is not adversely impacted.

~~POLICY 1.2.9.~~ POLICY 1.2.8.

The city shall continue to monitor and implement legislative changes in environmental protection measures.

~~POLICY 1.2.10.~~ POLICY 1.2.9.

On a continuous basis, the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the Florida Department of Environmental Protection ~~DEP~~, and the St. Johns River Water Management District. ~~SJRWMD.~~

~~POLICY 1.2.11.~~ POLICY 1.2.10.

The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia County, the East Central Florida Regional Planning Council ~~(ECFRPC)~~, the St. Johns River Water Management District ~~SJRWMD~~, the Department of Health ~~and Rehabilitative Services~~, and the Florida Department of Environmental Protection. ~~DEP.~~

~~POLICY 1.2.12~~. POLICY 1.2.11.

Land use decisions shall be consistent with the natural resource protection policies contained within the East Central Florida Strategic Regional Policy Plan and the State Comprehensive Plan.

~~POLICY 1.2.13.~~ POLICY 1.2.12.

The City shall review proposed development activity for consistency with appropriate ~~portions of resource management protection plans~~ Land Development Code sections and Comprehensive Plan policies addressing the estuaries, beach and dune systems, and the barrier island. ~~The following criteria shall apply in implementation of this policy:~~

~~a. The City shall forward all development proposals adjacent to the Tomoka River Aquatic Preserve to the DEP for its review and comment.~~

~~b. The City shall cooperate with State and regional efforts to coordinate management of the Tomoka Marsh Aquatic Preserve, including participation in watershed committees, basin-wide stormwater management planning, and development of best management practices.~~

~~c. The City shall assist the ECFRPC and the SJRWMD in the protection of regionally significant coastal resources.~~

OBJECTIVE 1.3. CONSERVATION

The City shall, through cooperative programs and intergovernmental coordination, and through membership in various intergovernmental coordination organizations, promote and foster the effective conservation of natural resources.

POLICY 1.3.1.

The City, in cooperation with other governments and governmental agencies shall protect the floodplain, and maintain the surface water quality, as well as native aquatic and wetland floral and faunal species diversity of the upper Halifax River, the Tomoka River and its tributaries.

POLICY 1.3.2.

The City shall continue to cooperate with State and regional agencies and adjacent local governments in updating information available on floral and faunal species, significant habitat areas, wildlife movement corridors, and existing and necessary protection mechanisms.

POLICY 1.3.3.

The City shall, continue to work in partnership with Volusia County on matters related to designated species.

POLICY 1.3.4.

Basin-wide management programs shall assure that historic stream courses are not channelized or impeded but retained in their current condition.

POLICY 1.3.5.

The City shall support the maintenance of the "Outstanding Florida Waters" status for that portion of the Tomoka River extending from US 1 to US 92.

POLICY 1.3.6.

The City shall, in cooperation with local, regional, and State agencies, continue to implement the ~~s~~Stormwater ~~management~~ Master ~~p~~Plan that maintains or improves ambient surface water quality and protects natural drainage features. ~~(See Utilities Element for criteria).~~

POLICY 1.3.7.

On a continuous basis, the City shall cooperate with Federal, State, regional, and local agencies to acquire and/or protect unique, environmentally sensitive, or recreationally significant properties.

POLICY 1.3.8.

On a continuous basis, the City shall coordinate the identification and protection of significant archeological, historical, and paleontological sites with the appropriate agencies and organization.

POLICY 1.3.9.

The City shall continue to cooperate with Federal, State and local agencies to maximize the protection of natural floodplain functions and to improve floodplain information.

POLICY 1.3.10.

On a continuous basis, the City shall coordinate and cooperate with adjacent governments and agencies to ensure the protection of wildlife corridors and significant floral and faunal habitats, which extend into contiguous jurisdictions.

POLICY 1.3.11.

The City shall coordinate and cooperate with other governments and agencies to preserve air quality when presented with appropriate opportunities.

POLICY 1.3.12.

On a continuous basis, the City shall coordinate and cooperate with State and local governments, the Florida Department of Environmental Protection ~~FDEP~~, and the St. Johns River Water Management District ~~SJRWMD~~ to ensure that mineral extraction sites are reclaimed according to current law and permit requirements.

POLICY 1.3.13.

The City shall maintain standards in the Land Development Code for the identification and management of potentially significant cultural, historical, archaeological or paleontological resources.

OBJECTIVE 1.4. ~~RECREATION AND OPEN SPACE~~ PARKS AND RECREATION

The City shall cooperate and coordinate with adjacent local governments and other public agencies to effectively and efficiently provide acceptable and affordable levels of service standards for municipal parks, recreation and open space facilities.

POLICY 1.4.1.

The City shall cooperate and coordinate with other government agencies to develop waterfront recreation facilities.

POLICY 1.4.2.

The City shall continue to encourage Volusia County and the State to provide well-maintained, high-quality beach access with adequate parking ~~to serve the park~~.

POLICY 1.4.3.

On a continuous basis, the City shall encourage Volusia County to maintain and improve existing beach access and provide future access when needed in a manner which does not create a negative impact on Ormond Beach.

POLICY 1.4.4.

The City shall cooperate with other governments and agencies to provide a safe and effective bicycle facilities network. The following criteria shall apply in implementation of this policy:

a. The City shall cooperate with the Florida Department of Transportation ~~(DOT)~~, Florida Department of Environmental Protection ~~DEP~~, ~~VCOG~~, ~~Metropolitan~~ Transportation Planning Organization ~~(MPO)~~, Volusia County, and the School Board to develop an interconnected bicycle facilities network.

b. The City shall cooperate with ~~VCOG,~~ the School Board, law enforcement agencies, and the Florida Department of Transportation ~~FDOT~~ to promote a bicycle safety program.~~; this shall include a program in the schools and a media information program.~~

c. The City shall maintain the requirements for the provision of bicycle lanes and racks through the Land Development Code.

POLICY 1.4.5.

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and agencies to develop the most cost-effective services to the public.

POLICY 1.4.6.

The City shall work in cooperation with the School Board and the Transportation Planning Organization ~~MPO~~ to develop and implement ~~Bike/Ped~~ Bicycle/Pedestrian School Safety Studies.

POLICY 1.4.7.

The City shall continue to submit grant applications when appropriate and applicable, under programs sponsored by Federal, State, regional governments, and Volusia County (Volusia Forever). ~~the County Land Acquisition Trust Fund.~~

POLICY 1.4.8.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

OBJECTIVE 1.5. CULTURAL AND HISTORICAL RESOURCES ~~AFFAIRS~~

The City shall continue to promote cultural ~~affairs~~ and historical resources through coordination and cooperation with other governments and agencies.

POLICY 1.5.1.

The City shall continue to identify and pursue outside funding sources when appropriate and applicable by monitoring the availability of cultural grants and funds on an on-going basis.

POLICY 1.5.2.

In cooperation with Volusia County, the City shall ensure that Ormond Beach residents have adequate and acceptable access to a fully-operational public library system.

POLICY 1.5.3.

The City shall coordinate with the County Library to maximize public participation.

OBJECTIVE 1.6. HOUSING

The City shall continue to coordinate with the appropriate public agencies to provide affordable housing.

POLICY 1.6.1.

The City shall continue to coordinate with Volusia County, the State of Florida, and the Department of Housing and Urban Development ~~(HUD)~~ to provide Community Development Block Grant funds to eligible persons.

~~POLICY 1.6.2.~~

~~On an ongoing basis, the City staff shall research and make available to the City Commission information about all new Federal, State, and local housing assistance programs.~~

~~POLICY 1.6.3.~~ POLICY 1.6.2.

The City shall cooperate with the Florida Department of Children and Families to ensure the availability of adequate sites for group homes or foster care facilities.

~~POLICY 1.6.4.~~

~~The City shall continue to coordinate its housing programs with those of Volusia County and the adjacent municipalities.~~

OBJECTIVE 1.7. LAND USE

The City shall coordinate the review of proposed development activity with adjacent local governments and with State, regional, and local public agencies.

POLICY 1.7.1.

The City shall cooperate with the appropriate local governments and public agencies to promote compact development patterns and to discourage urban sprawl.

POLICY 1.7.2.

The City shall continue to coordinate with local, State and regional agencies to ensure public infrastructure and facilities will be provided concurrent with the impacts of development as mandated by Florida Statutes.

~~POLICY 1.7.3.~~

~~The City shall continue to request that State and regional permitting agencies not permit a project unless the development proposal is consistent with the City Comprehensive Plan and Land Development Code.~~

~~POLICY 1.7.4.~~ POLICY 1.7.3.

The City shall actively participate in organizations formed to promote systematic growth and development, including the East Central Florida Regional Planning Council ~~ECFRPC~~, ~~the VCOG~~, the Transportation Planning Organization ~~MPO~~, and Volusia Growth Management Commission, to discourage urban sprawl adjacent to or near the City's urban fringe.

~~POLICY 1.7.5.~~ POLICY 1.7.4.

The City shall work cooperatively with Flagler County, adjoining cities, and Volusia County to ensure that development in the upstream portions of the Tomoka River watershed does not adversely impact water quality of the Tomoka River.

~~POLICY 1.7.6.~~

~~The City shall resolve annexation issues through its active participation in the Volusia Growth Management Commission.~~

OBJECTIVE 1.8. TRAFFIC CIRCULATION

The City shall continue to coordinate its transportation plans with Federal, State, regional, and local agencies in order to maintain the adopted level-of-service.

POLICY 1.8.1.

The City shall continue to coordinate transportation planning and the provision of transportation facilities with the appropriate public agencies to the maximum extent feasible.

POLICY 1.8.2.

The City shall continue to coordinate and cooperate with the Federal Aviation Administration ~~FAA~~ and the Florida Department of Transportation ~~FDOT~~ to operate the Ormond Beach Municipal Airport.

POLICY 1.8.3.

The City shall coordinate its transportation planning with ~~Volusia County 2035 Long Range Transportation Plan (VCLRTP),~~ the Transportation Planning Organization ~~MPO~~, Volusia County, the Florida Department of Transportation ~~FDOT~~, Votran, ~~VCOG,~~ and other appropriate agencies to the maximum extent feasible.

POLICY 1.8.4.

The City shall coordinate proposed transportation Level-of-Service Standards with the Florida Department of Transportation ~~FDOT~~ and adjacent local government jurisdictions.

POLICY 1.8.5.

The City shall continue to ~~request~~ support that the County collect and disburse transportation impact fee funds in impact fee zones that are designed to ensure that the payer of the fee is in fact the benefactor of the fee.

POLICY 1.8.6.

The City shall develop in association with Votran and the Volusia County ~~Metropolitan~~ Transportation Planning Organization multi-modal strategies that seek to reduce vehicle-miles traveled.

~~POLICY 1.8.7.~~

~~Ormond Beach will support proposed TCEAs for road corridors east of Interstate 95 in the adjacent jurisdiction of The City of Daytona Beach when such TCEAs include multi-modal transportation strategies that are complementary to the City's TCEAs.~~

OBJECTIVE 1.9. UTILITIES

The City shall coordinate the provision of utilities infrastructure and service with Federal, State, and local agencies.

POLICY 1.9.1.

The City shall coordinate the provision of potable water with Federal, State, and local agencies and develop intergovernmental responses to groundwater problems.

POLICY 1.9.2.

The City shall provide raw water to its residents in cooperation with the ~~DEP~~ Florida Department of Environmental Protection, the ~~SJRWMD~~ St. Johns River Water Management District, and Volusia County.

POLICY 1.9.3.

The City shall continue to provide solid waste collection in cooperation with ~~DEP~~ the Florida Department of Environmental Protection and Volusia County.

POLICY 1.9.4.

The City and the County shall work in cooperation to implement the hazardous waste management program.

POLICY 1.9.5.

The City shall coordinate and cooperate with adjacent jurisdictions to participate in basin-wide stormwater management studies for the Halifax River and Tomoka River.

POLICY 1.9.6.

The City shall participate in drainage studies for the Halifax River and Tomoka River basins, when available or through direct coordination with affected entities.

OBJECTIVE 1.10. CONFLICT RESOLUTION

Maintain and increase the use of intergovernmental planning agencies for discussion and resolution of multi-jurisdictional issues. This objective shall be achieved through the implementation of the policies associated with this objective.

POLICY 1.10.1.

Continue active membership and support of intergovernmental planning agencies to resolve issues and disputes through mechanisms such as ~~VCOG~~, ~~MPO~~ Transportation Planning Organization, ~~VGMC~~ Volusia Growth Management Commission, ~~ECFRPC~~ and the East Central Florida Regional Planning Council. ~~and the Florida Growth Management Conflict Resolution Consortium~~.

POLICY 1.10.2.

Support the efforts to plan for the regional management of water resources.

POLICY 1.10.3.

Work with ~~VGMC~~ the Volusia Growth Management Commission to ensure coordination of all planning activities mandated by the Comprehensive Plan.

POLICY 1.10.4.

For comprehensive plan disputes, the City shall use the Volusia Growth Management Commission's dispute resolution process.

OBJECTIVE 1.11. JOINT PLANNING AREAS

Identify, implement, and coordinate joint planning areas for annexation and service provision.

POLICY 1.11.1.

The City shall provide Volusia County notice, as required by Florida Statutes, of all annexations. ~~will continue to coordinate with the Volusia Council of Governments, VGMC, Volusia County, the Cities of Holly Hill and Daytona Beach, and other jurisdictions when annexations occur.~~

POLICY 1.11.2.

The City will provide a copy of its published or posted notice of annexation, to the Volusia County Council as required by Florida Statutes as amended.

POLICY 1.11.3.

The City will continue to provide potable water and sewer service within its identified service boundary areas.

POLICY 1.11.4.

The City will continue to coordinate procedures through interlocal agreements with Volusia County and other adjoining jurisdictions, as appropriate, on the review of development orders and guaranteed compliance with the City of Ormond Beach Land Development Code for projects requesting City utility services.

POLICY 1.11.5.

The City will promote sound growth management by providing city services to contiguous areas before non-contiguous areas.

POLICY 1.11.6.

The Interlocal Service Boundary Agreement adopted by the City of Ormond Beach Commission by Ordinance No. 2014-27, and the Volusia County Council by Ordinance 2014-12, is hereby adopted within the ~~e~~Comprehensive ~~p~~Plan by reference, said agreement having been recorded on August 28, 2014, at Book 7026, Pages 87~~8~~6 through 895, of the Public Records of Volusia County, Florida.

The Interlocal Service Boundary Agreement ~~and~~ was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.

The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

POLICY 1.11.7.

A Municipal Service Area (MSA) is hereby established between the ~~City~~ Ormond Beach and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.

POLICY 1.11.8.

Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) effective and recorded on August 28, 2014, at Book 7026, Pages 87~~86~~ through 895, of the Public Records of Volusia County, Florida.

The Interlocal Service Boundary Agreement ~~and as~~ was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.

The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ~~ISBA~~ Interlocal Service Boundary Agreement.

POLICY 1.11.9.

The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its Comprehensive Plan to the lands within the Municipal Service Area (MSA) in advance of the annexation of those lands.

OBJECTIVE 1.12. JOINT PROCESSES FOR COLLABORATIVE PLANNING AND DECISION MAKING

Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

POLICY 1.12.1.

The City shall utilize population information from the United States Census. In the years where the United States Census is not published, the City shall use the population projections of the University of Florida Bureau of Economic and Business Research. ~~will continue to coordinate with the Volusia County Growth Management Department, the Volusia Council of Governments, the MPO, the University of Florida Bureau of Economic and Business Research, and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the Comprehensive Plan for the City.~~ In addition, the City will use these ~~mutually agreed upon and~~ coordinated population figures in the Comprehensive Plan.

POLICY 1.12.2.

City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.

POLICY 1.12.3.

The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.

POLICY 1.12.4.

The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels-of-service.

POLICY 1.12.5.

The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City's Stormwater ~~Management~~ Master Plan and ~~the~~ Volusia County's Stormwater Management ~~Plan~~ Program.

POLICY 1.12.6.

The Planning Department will coordinate concurrency reviews with the respective City Departments~~, Volusia Council of Governments~~ and any other agencies as deemed appropriate and necessary.

POLICY 1.12.7.

The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.

POLICY 1.12.8.

The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the ~~ECFRPC~~ East Central Florida Regional Planning Council and the Volusia County Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.

POLICY 1.12.9.

The City shall forward site plans to Votran in accordance with defined thresholds as stated in the Volusia County Transit Design Guidelines.

GOAL 2. JOINT PLANNING PROCESS

ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF ORMOND BEACH AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATION POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.

OBJECTIVE 2.1. INTERGOVERNMENTAL COORDINATION

The City of Ormond Beach shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

POLICY 2.1.1.

In cooperation with the School Board, the City of Ormond Beach shall ~~adopt and~~ continue to implement the interlocal agreement as required by Section 1013.33 F.S.~~, which includes procedures for:~~

~~a. Coordinating and sharing information;~~

~~b. Educational and ancillary siting procedures;~~

~~c. Comprehensive plans and plan amendment review;~~

~~d. Site design and development plan review;~~

~~e. Joint development of schools, parks and other uses;~~

~~f. School concurrency implementation;~~

~~g. Implementation and amendments; and~~

~~h. Resolution of disputes.~~

POLICY 2.1.2.

In accordance with the schedule established in the interlocal agreement, the City of Ormond Beach shall continue to send a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. ~~Data shall include but not be limited to:~~

~~a. Capital budgets for each jurisdiction;~~

~~b. School Board five-year facilities work program;~~

~~c. School Board educational plant survey (every fifth year);~~

~~d. Volusia County five-year road improvement program;~~

~~e. Anticipated new development, infill development and redevelopment; and~~

~~f. Student enrollment and school utilization including portable classroom assignments.~~

~~POLICY 2.1.3.~~

~~The City of Ormond Beach shall provide the School Board with a copy of each planning board and Council/Commission agenda.~~

~~POLICY 2.1.4.~~ POLICY 2.1.3.

The City of Ormond Beach and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.

~~POLICY 2.1.5.~~ POLICY 2.1.4.

The City of Ormond Beach shall continue to implement school concurrency and Section 206 of the Volusia County Charter. ~~no later than February 1, 2008~~.

~~POLICY 2.1.6.~~

~~The City of Ormond Beach shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet concurrency requirements for proposed residential development.~~

OBJECTIVE 2.2. MONITORING AND EVALUATION

The City of Ormond Beach shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the comprehensive plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.

POLICY 2.2.1.

In accordance with the interlocal agreement but no less than once per year, the City of Ormond Beach shall submit a report to the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board finds that implementation of the plan or interlocal agreement is not occurring, the School Board shall make recommendations to the City of Ormond Beach of steps necessary to achieve successful implementation.

POLICY 2.2.2.

For each Comprehensive Plan amendment reviewed by the Volusia Growth Management Commission ~~(VGMC)~~, the City of Ormond Beach shall identify in the ~~VGMC~~ Volusia Growth Management Commission application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.

POLICY 2.2.3.

The City of Ormond Beach shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.

NEW PAGE ADDED

CULTURAL AND HISTORICAL RESOURCES ELEMENT









~~CULTURAL AND HISTORICAL RESOURCES ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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~~CULTURAL AND HISTORICAL RESOURCES ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 1.CULTURAL ACTIVITIES AND HISTORICAL RESOURCES

THE CITY SHALL MAINTAIN A BALANCE OF CULTURAL ACTIVITIES AND HISTORICAL RESOURCES APPROPRIATE TO RESIDENTS OF ALL AGES, NATIONAL ORIGINS, AND ECONOMIC LEVELS.

OBJECTIVE 1.1. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its ~~historic and~~ cultural and historical resources and encourage the development of programs and encourage the development of cultural programs of State and regional excellence.

POLICY 1.1.1.

The ~~Leisure Services~~ Parks and Recreation Department shall serve as a community arts agency to provide a mechanism for social and leisure interaction and awareness in the community. The Department shall organize, schedule, coordinate, promote and supervise cultural and historical civic activities such as a concert series, a community arts outreach program, continuing exhibits by local and regional-national artists and other special events utilizing City and other public facilities.

POLICY 1.1.2.

The City's cultural and historical activities and programs shall be determined through a continuous assessment of community needs, as identified through surveys, citizen responses, civic interaction, and population growth in conjunction with the Parks and Recreation Element Policy 1.1.~~9~~5.

POLICY 1.1.3.

The appropriate City advisory boards shall continue to provide advice and make recommendations on matters related to cultural and historical resources and activities, per the criteria in the City's Land Development Code.

~~POLICY 1.1.4.~~

~~The Leisure Services Department shall report the needs for building and grounds maintenance to the Chief Building Official and Facilities Maintenance Manager, respectively, to ensure orderly and responsible maintenance and conduct of facilities.~~

~~POLICY 1.1.5.~~ POLICY 1.1.4.

The Parks and Recreation Department shall prepare and submit, in April of each year, an annual report, as part of the budget process, which ~~that~~ describes the status of cultural and historical affairs in the City. The report shall assess the general needs of the population, evaluate the City's cultural and historical activities and programs, assess interdepartmental and intergovernmental areas of concern, and assess the condition of cultural and historical facilities. The annual report shall include recommendations for specific program changes, budgetary needs, and schedule of events.

OBJECTIVE 1.2. MAINTENANCE

The City shall continue to maintain and improve cultural and historical facilities to prevent deterioration and to maintain the aesthetics qualities of the community.

~~POLICY 1.2.1.~~

~~The Rockefeller Gardens Park shall be restored to its "Rockefeller Era" condition. Plans for the development of this Park have been programmed as part of the 2009-2014 5-year Capital Improvements Program.~~

~~POLICY 1.2.2.~~ POLICY 1.2.1.

The City will encourage private entities to create, maintain, and promote a new Birthplace of Speed Museum exhibit.

~~POLICY 1.2.3.~~ POLICY 1.2.2.

The Ames House, cottage and grounds shall continue to be maintained by the City and used by the City~~'s Legal Department~~. The grounds shall continue to be available for use by civic groups and residents.

~~POLICY 1.2.4.~~ POLICY 1.2.3.

The Bailey-Riverbridge Gardens Park shall continue to be maintained to prevent deterioration and to ensure public access and shall continue to be available for use by civic groups and residents.

~~POLICY 1.2.5.~~ POLICY 1.2.4.

The Indian Mound Park site shall be maintained as a historical resource. ~~developed with amenities onsite such as an interpretation center that explains the history of Indians in the area and displays certain related artifacts.~~ No playground or other non-archaeological facilities shall be permitted on the site.

~~POLICY 1.2.6.~~ POLICY 1.2.5.

The building and landscaping at the Senior Center/Performing Arts Center shall continue to be properly maintained.

POLICY 1.2.6.

The building and landscaping at the Stout-MacDonald House shall continue to be properly maintained.

POLICY 1.2.7.

The Quality of Life Board, the Public Works Department and the ~~Leisure Services~~ Parks and Recreation Department shall annually evaluate conditions at the City's parks, recreation, and cultural facilities to ensure that the landscaping of such facilities ~~are~~ is maintained in good condition and are aesthetically pleasing (pursuant to the Parks and Recreation Element Objective 1.2. ~~Recreation Policy 1.1.9~~).

POLICY 1.2.8.

The Ormond Memorial Art Museum and Gardens shall continue to be properly maintained and operated ~~by the City so as to promote and encourage outstanding Florida Artists~~ in accordance with a partnership between the City of Ormond Beach and the Ormond Memorial Art Museum, Inc., a Florida 501(c)(3) corporation. ~~The following criteria shall apply in implementation of this policy~~ The responsibilities of each party are detailed in the service agreement, and must include the following criteria:

a. ~~The Museum's Malcolm Fraser Art Exhibit shall be properly maintained and available to the public free of an admission charge~~. Due to the public-private partnership as it relates to administration and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations.

b. ~~The Ormond War Memorial Art Gallery Corporation is encouraged to continue functioning as an operating body to manage and direct the museum with responsibilities to publish newsletters, coordinate volunteer groups, curate exhibitions, grant writing, fund-raising, and outreach public relations projects with school and civic related groups.~~ The Ormond Memorial Art Museum, Inc. will function as the operating body of the Art Museum and Gardens. The Ormond Memorial Art Museum and Gardens are responsible for administering professional programs and exhibitions.

c. ~~Due to the public-private partnership as it relates to administrations and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations.~~ The Malcolm Fraser Collection shall be properly maintained and exhibited to the public.

POLICY 1.2.9.

The ~~Leisure Services~~ Parks and Recreation Department and the Quality of Life Board will periodically consider creating an Art in Public Places Program.~~, which may require that one (1%) percent of the value of all new industrial and commercial structures over $500,000 or new public buildings be required to provide on-site art amenities for review by the Quality of Life Board and approval by the City Commission.~~

OBJECTIVE 1.3. FACILITIES AND PROGRAMS

The City shall develop fiscally sound cultural and historical facilities and programs.

POLICY 1.3.1.

The City shall maintain the Friends of the Performing Arts Center, Friends of Recreation, and other foundations for the purpose of receiving and dispensing funds donated from various sources. This foundation shall be a City-sponsored, private, non-profit corporation US Code Title 26, 501(c–)(3) as registered with the State of Florida, Department of Agriculture and Consumer Services. By so doing, the City is eligible for receiving tax-deductible contributions and certain grants that are usually available only to non-profit organizations.

POLICY 1.3.2.

The City shall continue to work with the ~~Florida Department of State~~ Florida Division of Arts and Culture for ~~Florida Endowment Arts Fund~~ Cultural Endowment Program monies for the purpose of establishing a City investment fund to generate interest income to offset operating expenses.

POLICY 1.3.3.

The City shall continue to financially support the cultural activities and programs offered by the ~~Leisure Services~~ Parks and Recreation Department.

POLICY 1.3.4.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis the availability of cultural and historical grants and funds. Applications shall be submitted in a timely manner to ensure procurement and proper outside agency review.

POLICY 1.3.5.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for cultural and historical programs and events. The following criteria shall apply in implementation of this policy:

a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.

b. The City shall periodically review the fee structures of other local government jurisdictions as a basis for determining the equity of the fee structure.

c. Reasonable fees shall be established for the use of all City facilities based on the type of event, the particular facility and the expected number of people of attending.

d. Fees shall be established, as necessary, for cultural programs such as dance, ballet, arts and crafts but shall not be established for admission into the Ormond Memorial Art Museum's Malcolm Fraser Art Exhibit.

e. The fee schedule shall be reviewed and updated on an annual basis.

OBJECTIVE 1.4. SENIOR PROGRAMS AND FACILITES

The City shall ~~operate~~ continue to facilitate a senior citizen program and maintain a senior center facility that offers a diversity of activities and events to meet the full range of user interests.

POLICY 1.4.1.

The City, through the ~~Leisure Services~~ Parks and Recreation Department, shall provide services designed to increase community involvement and to improve cultural, historical, and recreational opportunities for the elderly.

~~POLICY 1.4.2.~~

~~The City shall, in cooperation with the Volusia County School Board, support efforts to increase the participation of the elderly in education and social service programs serving children.~~

~~POLICY 1.4.3.~~

~~The City shall continue to study the need and availability of adequate transportation for the elderly to facilitate participation in senior activities and events and to ensure adequate accessibility.~~

~~POLICY 1.4.4.~~ POLICY 1.4.2.

The Senior Center shall ~~offer~~ facilitate support services for the elderly that provide mechanisms for achieving maximum self-sufficiency, self-support and personal independence.

~~POLICY 1.4.5.~~ POLICY 1.4.3.

The City shall ~~offer~~ facilitate an active participation program for seniors, to include theatre productions, concerts, dancing, and arts and crafts.

OBJECTIVE 1.5. SPECIAL EVENTS

The City shall support special events such as street fairs, festivals, performances, special audience programs (Very Special Arts), and art exhibits in developing a leisure time policy for use of recreation facilities to ensure a balanced recreation program that highlights the cultural and historical tradition of the City and supports the activity preferences of ethnic and racial groups by exposing the public to the music and art of different eras of time and of different folk cultures.

POLICY 1.5.1.

The City shall consider, but not limit itself to, Special events including a downtown area festival, neighborhood festivals and other art festivals. The City shall ~~also consider~~ continue sponsoring and providing fireworks at the 4th of July festival.

OBJECTIVE 1.6. INTERGOVERNMENTAL COORDINATION

The City will cooperate and coordinate with other local, State and Federal governments to ensure that cultural and historical services are available to City residents.

POLICY 1.6.1.

Coordination shall be maintained with the State in the development of a strategy for the construction of arts facilities based on a City assessment of needs and capabilities. This shall be accomplished with the City assessment pursuant to the Parks and Recreation Element Policy 1.1.~~9~~5. The following minimum criteria and procedures shall be adhered to in the implementation of this policy:

a. Maintain an inventory of existing facilities, to include stage size, seating capacity, and display areas, which currently provide access to cultural activities.

b. Develop criteria and procedures for evaluating and determining the locations, extent, and types of public need for additional facilities to provide public access to cultural activities and performances.

c. Develop a strategy to encourage the renovation of existing facilities which show potential for future use in providing increased public access to cultural activities; and the construction of new facilities, as determined by need, which will provide additional public access to cultural activities.

d. Develop a strategy for the identification and/or establishment of financial mechanisms necessary for the construction of arts and cultural activities.

e. Develop a strategic plan based on the adopted Parks and Recreation Master Plan Study as it relates to cultural and historical services events, programs, and classes.

POLICY 1.6.2.

The City shall strive to expand and strengthen organizational ties with outside agencies and the private sector. Increased emphasis shall be placed on financial support from the general public and the private sector to assist in the provision of increased cultural and historical opportunities in the region, so as to accomplish:

a. An increased frequency of cultural and historical events;

b. A reduction in participatory costs or greater availability of scholarships so that cultural and historical events are economically accessible to the region's population; and

c. Enhanced identification, preservation and use of historical properties and resources.

OBJECTIVE 1.7. HISTORICAL RESOURCES

Historical resources listed on, or eligible for listing on the Florida Master Site File or *National Register of Historic Places* shall be taken into consideration in development projects, with such programs and activities being implemented in a manner sufficient to protect and ensure the protection and preservation of historical and archaeological resources.

POLICY 1.7.1.

Additions or modifications to historical resources shall ensure that the architectural form, qualities and integrity of those resources be protected, preserved, and enhanced as possible. If the additions or alterations are ever removed, the essential form and integrity of the historical structure will be unimpaired.

POLICY 1.7.2.

The historic property shall be used for purposes that are the same as, or compatible with, the original uses(s), or as adaptive reuse in order to preserve and maintain the integrity of the original structure.

POLICY 1.7.3.

The identification and evaluation of adverse impacts on historical sites, structures or properties include assessments of, but are not limited to:

a. The visual continuity of the historical resource's immediate surroundings;

b. The degree of compatibility between the historical resource and proposed land uses in the immediate vicinity;

c. The maintenance of a historical resource with other ancillary or supporting structures and appurtenances such as fences, walkways, outbuildings, plants and trees which might be an important part of the entity's history, function, or purpose;

d. The maintenance of the relative prominence of a historical resource in terms of height, accessibility, view distance and linear distance from other buildings and structures; and

e. Prior to the approval for a development or project, a determination of the effects on any historical resource that is included in or eligible for inclusion in the *National Register of Historic Places* and locally designated landmarks and districts shall be made, with consultations being undertaken with the Florida Division of Historical Resources, as required by the Land Development Code.

POLICY 1.7.4.

If a historical resource is to be demolished, destroyed, or substantially altered in a way which adversely affects the character, form, integrity, or other qualities which contribute to its historical, architectural, or archaeological values, timely actions developed in consultation with the Florida Division of Historical Resources shall be taken to determine that no feasible and prudent alternative to the proposed demolition, destruction, or alteration exists.

POLICY 1.7.5.

In situations where no such practicable alternative is determined to exist, timely actions shall be taken either to avoid or mitigate the adverse impacts, or to undertake an appropriate archaeological salvage excavation, data recording, or other appropriate actions to document the resource as it existed prior to destruction or alteration.

POLICY 1.7.6.

The City shall exercise caution to assure that any historical and archaeological resources within its control are not inadvertently transferred, sold, demolished, destroyed, substantially altered, or allowed to deteriorate significantly.

POLICY 1.7.7.

Based on recommendations of the Florida Division of Historical Resources staff, special field surveys of historical and archaeological resources will be required to identify the extent of potential endangerment resulting from the proposed projects.

a. A determination of need for such surveys shall be made by the Florida Division of Historical Resources and City staff.

b. The design and procedures of such surveys and mitigative measures shall be developed in consultation with the Florida Division of Historical Resources and the City's Historic Landmark Preservation Board.

c. New information on previously unrecorded historical resources shall be transmitted to the Florida Division of Historical Resources.

POLICY 1.7.8.

Following the discovery of unknown archaeological or historical resources or remains, the Florida Division of Historical Resources shall be immediately notified and development activities shall be stopped until a professional archaeologist determines an appropriate area that should be protected and the discovery can be investigated and determined as to its significance or lack thereof.

POLICY 1.7.9.

Chapter 872, Florida Statutes, shall be implemented upon discovering burial sites or human remains during development activities.

POLICY 1.7.10.

Methods of rehabilitation and public accessibility to historical resources shall be developed in consultation with the Florida Division of Historical Resources, with emphasis being placed on public access, interpretative programs, and exhibits designed to increase public awareness, understanding and enjoyment of historical resources.

POLICY 1.7.11.

The identification and evaluation of adverse impacts on archaeological sites or areas from adjacent land uses include assessments of, but are not limited to:

a. The effects of proposed land uses in the immediate vicinity of the archaeological resource in terms of its continued existence and maintenance or integrity; and

b. The relationship, role, and function of the archaeological resource to the surrounding land uses and activities, which are based on applicable standards, are designed as either:
"Desirable" which includes: protection of its intrinsic value as an archaeological resource; incorporation into an harmonious development pattern; adequate protection while providing for public access and information about the archaeological resource; incorporation in site development plans as green space; conservation area, passive recreational area, or other land uses which do not disturb the ground; or "Undesirable" which includes: destruction, damage, or diminishment resulting from land modification and site development activities; purposeful looting and vandalism; incompatible land uses and activities resulting in changes in surface water or

groundwater levels due to drainage modifications or groundwater chemistry due to the introduction of pollutants.

POLICY 1.7.12.

Efforts shall be made to promote increased public awareness of and access to an expanded variety of cultural programs and historical resource appreciation activities in the City.

POLICY 1.7.13.

Archaeological and Historical resources shall be protected from vandalism and destruction. ~~Adherence to this policy, at a minimum, will require the following actions:~~

~~a. Continued anonymity of the exact locations of archaeological resources in remote locations or situations where adequate site protection or security would be difficult to provide.~~

~~b. Enhanced site security and property protection systems and procedures shall be utilized as needed.~~

~~c. Preparation and dissemination of increased levels of public information on the extent of vandalism and theft in terms of losses of historic resources, diminished usage, and the public costs of repair and replacement, with the information being disseminated via posters, television and radio public service announcements, news releases, and information to interested organizations.~~

POLICY 1.7.14.

Old King's Road is a significant historic resource which shall be recognized and interpreted for the benefit of the citizens.

GOAL 2. HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES

CONSISTENT WITH THE FUTURE LAND USE, HOUSING, CULTURAL ~~AFFAIRS~~ AND HISTORICAL RESOURCES, AND ~~RECREATION AND OPEN SPACE~~ PARKS AND RECREATION ELEMENTS, THE CITY SHALL PROTECT AND PRESERVE HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES.

OBJECTIVE 2.1. HISTORIC OVERLAY DISTRICT

The City shall consider the creation of additional historic overlay districts to protect significant historical areas.

POLICY 2.1.1.

District Regulations contained in Chapter 3, Article VI of the Land Development Code shall be maintained and periodically reviewed in order to protect the character of existing properties and to prevent negative impacts from new development.

POLICY 2.1.2.

The Planning Department shall perform a detailed survey to identify the predominant architectural features, colors, and materials of any area targeted for the designation.

POLICY 2.1.3.

A setback policy shall be maintained for those properties located on the west side of North and South Beach Street which shall not be less than the average building setback of all existing single-family dwelling units within 300 feet of either side of the proposed single-family dwelling unit.

POLICY 2.1.4.

The City shall consider the addition of streetscape elements such as pavers, streetlamps, street signs, and historical markers, that would project a common theme for each historic district.

POLICY 2.1.5.

The City shall consider, ~~on an ongoing basis~~ when supported by property owners in the area, the feasibility of historic districts in other areas of the City.

OBJECTIVE 2.2. PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES

Development activities shall protect significant historical, archaeological, and paleontological resources to the extent practicable and in the public interest. When no other practicable alternative exists to the proposed development activity, appropriate management and mitigation plans shall be prepared and implemented by the applicant for such development activity.

POLICY 2.2.1.

Coordination shall be maintained with the Florida Division of Historical Resources, for review of development activities in potentially significant historical, archaeological, and paleontological areas. If the State determines that an area is potentially significant, an archaeological or historical survey shall be prepared by the applicant prior to development approval and in accordance with criteria established and recommended by the Florida Division of Historical Resources.

POLICY 2.2.2.

All capital improvement projects shall be devised and implemented in a manner sufficient to protect and preserve significant historical, archaeological, and paleontological resources.

POLICY 2.2.3.

The City shall maintain and periodically review the standards, regulations, and guidelines for the protection of historical, archaeological, and paleontological resources contained within the Land Development Code.

POLICY 2.2.4.

Implement historical preservation regulations in support of the Historic Landmark Preservation Board in accordance with the Historic Districts and Landmarks section of the City's Land Development Code.

POLICY 2.2.5.

Work with the State to continuously update the existing Florida Master Site File information as appropriate. Said update, as is economically feasible, may be undertaken in its entirety, or in increments in accordance with the applicable grant application cycles.

NEW PAGE ADDED

PUBLIC SCHOOL FACILITIES ELEMENT











~~PUBLIC SCHOOL FACILITIES ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

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~~PUBLIC SCHOOL FACILITIES ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 1. COLLABORATION

COLLABORATE AND COORDINATE WITH THE SCHOOL BOARD OF VOLUSIA COUNTY TO PROVIDE AND MAINTAIN A PUBLIC EDUCATION SYSTEM WHICH MEETS THE NEEDS OF VOLUSIA COUNTY'S CURRENT AND FUTURE POPULATION.

OBJECTIVE 1.1. COORDINATION AND CONSISTENCY

The City of Ormond Beach shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

POLICY 1.1.1.

Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Ormond Beach shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Ormond Beach are based on consistent data.

POLICY 1.1.2.

The City of Ormond Beach shall provide the representative of the School Board with copies of all meeting agendas and staff reports.

POLICY 1.1.3.

The City of Ormond Beach shall meet at least annually with representatives from the School ~~District~~ Board and the other local governments in Volusia County to review the Public School Facilities Element, including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

OBJECTIVE 1.2. SCHOOL FACILITY SITING AND AVAILABILITY

The City of Ormond Beach shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the e Comprehensive ~~p~~ Plan.

POLICY 1.2.1.

The City of Ormond Beach shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the ~~c~~ Comprehensive ~~p~~ Plan. Schools shall be permitted in all future land use classifications except for the Industrial, Recreation/Open Space, and Open Space/Conservation land use classifications.

POLICY 1.2.2.

Coordination of the location, acquisition, phasing, and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.

POLICY 1.2.3.

The City of Ormond Beach and the School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

POLICY 1.2.4.

The City of Ormond Beach shall encourage the School Board to land bank sites for future use as school facilities. The City of Ormond Beach shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

POLICY 1.2.5.

The City of Ormond Beach shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School ~~District~~ Board with the opportunity to participate in the review process for all proposed development adjacent to schools.

POLICY 1.2.6.

In developing capital improvements plans and programs for public services, the City of Ormond Beach shall consider required infrastructure to service existing and proposed schools and any land banked school sites.

OBJECTIVE 1.3. ENHANCE COMMUNITY DESIGN

The City of Ormond Beach shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities that serve as community focal points and are compatible with surrounding land uses.

POLICY 1.3.1.

The City of Ormond Beach shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

POLICY 1.3.2.

The City of Ormond Beach shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.

POLICY 1.3.3.

The City of Ormond Beach shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the Comprehensive Plan's Schedule of Capital Improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Ormond Beach specifying operating procedures and maintenance and operating responsibilities.

POLICY 1.3.4.

The City of Ormond Beach shall reduce hazardous walking conditions consistent with Florida's Safe Ways to School Program. In conjunction with the School Board, the City of Ormond Beach shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools, and shall connect to the neighborhood's pedestrian network.
2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.
3. In order to ensure continuous pedestrian access to public schools, the City of Ormond Beach shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.

4. The City of Ormond Beach shall coordinate with the ~~Metropolitan~~ Transportation Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

POLICY 1.3.5.

The City of Ormond Beach and the School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

OBJECTIVE 1.4. COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School ~~District~~ Board.

POLICY 1.4.1.

The City of Ormond Beach shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of ~~e~~ Comprehensive ~~p~~ Plan amendments and other land use decisions, including but not limited to, developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

POLICY 1.4.2.

Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

POLICY 1.4.3.

Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Ormond Beach shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.

GOAL 2. IMPLEMENT PUBLIC SCHOOL CONCURRENCY

THE CITY OF ORMOND BEACH SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL-OF-SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL ~~DISTRICT~~ BOARD'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY OF ORMOND BEACH'S AUTHORITY FOR LAND USE, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF ORMOND BEACH SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER, ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.

OBJECTIVE 2.1. LEVEL-OF-SERVICE STANDARDS

The City of Ormond Beach, through coordinated planning with the School ~~District~~ Board and implementation of its concurrency management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

POLICY 2.1.1.

The level-of-service ~~(LOS)~~ standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

POLICY 2.1.2.

Consistent with the interlocal agreement, the uniform, district-wide, level-of-service standards are set as follows using Florida Inventory of School Houses (FISH) capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area;
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area;
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area;

4. High Schools: 120% of permanent FISH capacity for the concurrency service area; and

5. Special Purpose Schools: 100% of permanent FISH capacity.

~~POLICY 2.1.3.~~

~~The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit for the date noted in the table.~~

~~School~~	~~LOS~~	~~DATE~~
~~Orange City Elementary~~	~~117%~~	~~July 1, 2012~~
~~Horizon Elementary~~	~~158%~~	~~July 1, 2012~~
~~Freedom Elementary~~	~~126%~~	~~July 1, 2012~~
~~Osceola Elementary~~	~~117%~~	~~July 1, 2012~~
~~Ortona Elementary~~	~~150%~~	~~July 1, 2012~~
~~Ormond Beach Elementary~~	~~116%~~	~~July 1, 2012~~
~~Southwestern Middle~~	~~120%~~	~~July 1. 2013~~
~~New Smyrna Beach Middle~~	~~122%~~	~~July 1, 2014~~

~~(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)~~

~~POLICY 2.1.4.~~ POLICY 2.1.3.

The following schools shall be considered constrained schools at the designated level-of-service ~~LOS~~ due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	~~LOS~~ Level-of-Service
~~Burns-Oak Hill Elementary~~	~~115%~~
Coronado Elementary	115%
~~Samsula Elementary~~	~~165%~~

Source: Volusia County Interlocal Agreement

~~POLICY 2.1.5.~~ POLICY 2.1.4.

The City of Ormond Beach and the School Board recognize and agree that short-term changes in enrollment, unrelated to new development approvals, can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School ~~District~~ Board's constitutional obligations regardless of the utilization levels at the assigned school.

~~POLICY 2.1.6.~~ POLICY 2.1.5.

If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's Comprehensive Plan. The amended level-of-service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the amended level-of-service standard is financially feasible and can be achieved and maintained within the facilities five-year work plan. ~~five years of the capital facilities plan.~~

OBJECTIVE 2.2. SCHOOL CONCURRENCY SERVICE AREAS

The City of Ormond Beach shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level-of-service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

POLICY 2.2.1.

The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.2.

The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.3.

The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference. ~~(Note: no K-8 schools have been established at this time.)~~

POLICY 2.2.4.

The concurrency service area for high schools shall be as represented on the map series "Public School Facilities Element High School Concurrency Service Areas" adopted as

part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.5.

The concurrency service area for special use schools shall be district wide.

POLICY 2.2.6.

The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

POLICY 2.2.7.

Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level-of-service standards shall not exceed the level-of-service standard within the initial five-year planning period.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

POLICY 2.2.8.

Within the central concurrency service areas, all current and future students shall be assigned to schools designated for them as part of the School ~~District~~ Board's normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school's concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. of this Element. The School ~~district~~ Board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

POLICY 2.2.9.

Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a ~~c~~ Comprehensive ~~p~~ Plan ~~a~~ Amendment consistent with the Volusia County Charter ~~Section 206~~ regarding school planning. The ~~c~~ Comprehensive ~~p~~ Plan ~~a~~

Amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and ~~Section 206 of~~ the Volusia County Charter ~~Section 206~~. If the project area is to be annexed by a municipality, the ~~c~~ Comprehensive ~~p~~ Plan ~~a~~ Amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

OBJECTIVE 2.3. PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION

In coordination with the School Board, the City of Ormond Beach will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Ormond Beach shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level-of-service standards for public schools.

POLICY 2.3.1.

School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. of this Element.

POLICY 2.3.2.

Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. of this Element. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School ~~District~~ Board shall determine where the impacts of development shall be allocated based on the School ~~District~~ Board policies for student assignment.
3. The developer executes a legally binding commitment with the School Board and the City of Ormond Beach to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4. of this Element and its supporting policies.

POLICY 2.3.3.

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single-family lots-of-record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency.
3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School ~~District~~ Board.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.
5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

POLICY 2.3.4.

The creation of subdivisions and/or single-family lots equal to or less than ten units shall be subject to school concurrency as part of an annual concurrency management review or provide a letter of exemption from the School Board. The City of Ormond Beach shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

POLICY 2.3.5.

The City of Ormond Beach shall continue to implement the school concurrency ordinance (Ord. ~~2-8-3~~ 2008-25), which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

POLICY 2.3.6.

The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed

development for each type of school within the affected concurrency service area consistent with the adopted level-of-service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

POLICY 2.3.7.

If the adopted level-of-service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.
2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students, requiring a transport time of fifty minutes one-way as determined by School ~~District~~ Board transportation routing staff.
3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, waterbody or interstate highway that requires indirect transport of students through a third concurrency service area. ~~(Refer to graphic examples.)~~
4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones, including modification of existing attendance zone boundaries or creation of island zones.
5. Student transportation not in conformance with the conditions established in Items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that the School Board shall deem appropriate for the specific circumstances of an individual student.

POLICY 2.3.8.

If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

1. Construct new school facilities;
2. Construct additions to current facilities;

3. Adjust program assignments to schools with available capacity;
4. Modify attendance boundaries to assign students to schools with available capacity;
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

OBJECTIVE 2.4. PROPORTIONATE SHARE MITIGATION

The City of Ormond Beach shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level-of-service standard consistent with the School Board's adopted financially feasible work program.

POLICY 2.4.1.

In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

POLICY 2.4.2.

Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level-of-service standards.

POLICY 2.4.3.

Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Ormond Beach, and the applicant which shall be executed prior to the City of Ormond Beach issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

POLICY 2.4.4.

The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

POLICY 2.4.5.

The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

POLICY 2.4.6.

The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.

POLICY 2.4.7.

Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility;
2. Renovation of existing buildings for use as learning facilities;
3. Funding dedicated to, or construction of, permanent student stations or core capacity;
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program;
5. Dedication of a school site as approved by the School Board;
6. Up front lump sum payment of school impact fees;
7. Up-front payment of interest and other costs of borrowing;
8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements;
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school;
10. Funding assistance with acquisition of school site;
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity;
12. Establishment of an educational facilities benefit district;
13. Establishment of educational facilities mitigation banks.

OBJECTIVE 2.5. CAPITAL FACILITIES PLANNING

The City of Ormond Beach shall ensure existing deficiencies and future needs are addressed consistent with the adopted level-of-service standards for schools.

POLICY 2.5.1.

In accordance with the adopted interlocal agreement, the City of Ormond Beach shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty-year capital facilities plan.

POLICY 2.5.2.

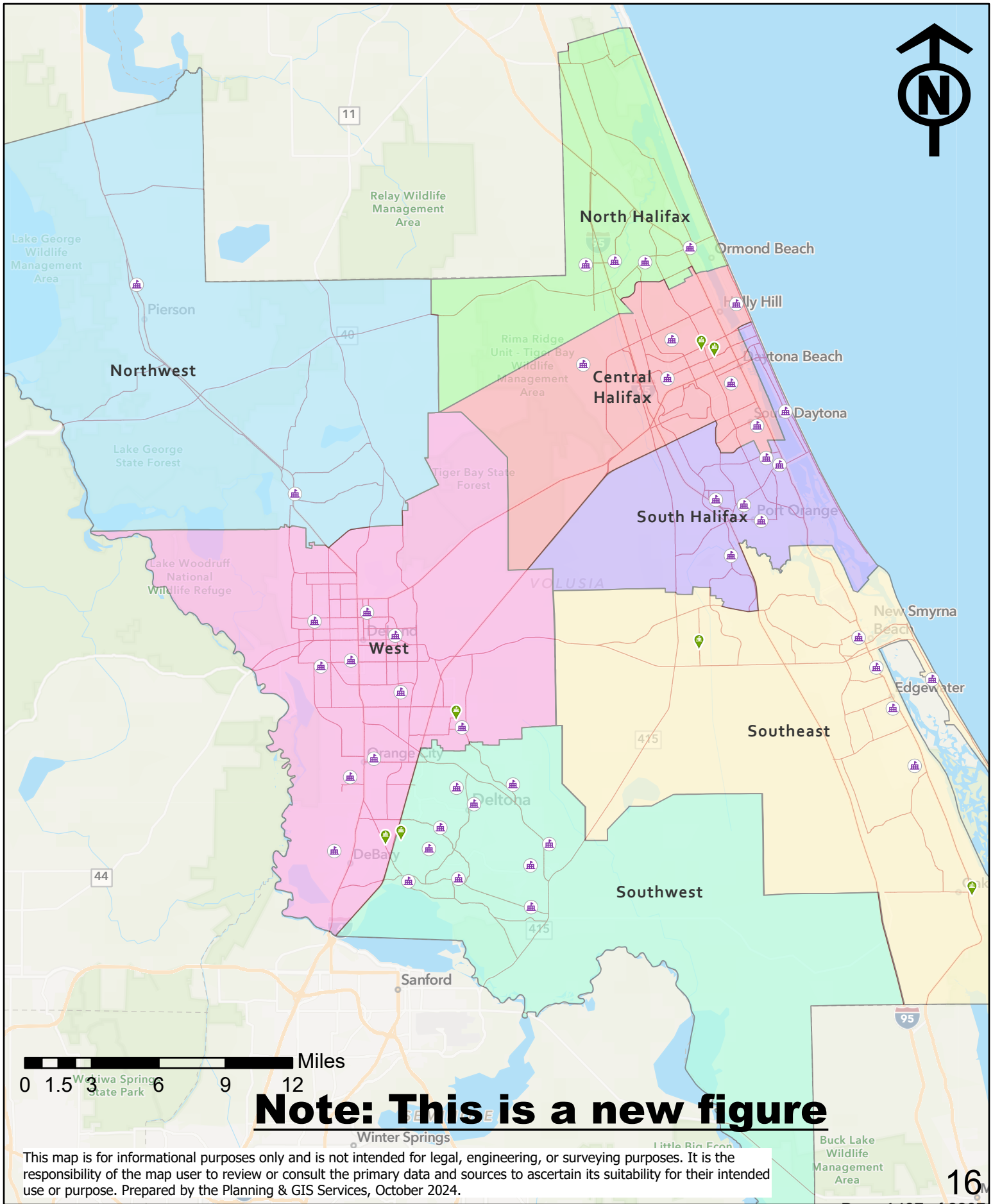
The City of Ormond Beach shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.

POLICY 2.5.3.

The City of Ormond Beach adopts by reference the School Board's five-year work program approved annually each September as part of the overall School ~~District~~ Board budget. The City of Ormond Beach shall review the annual work program to verify that it is financially feasible and will maintain the level-of-service standards by the end of the five-year period.

VOLUSIA COUNTY SCHOOLS

SCHOOL PLANNING AREAS



Note: This is a new figure

This map is for informational purposes only and is not intended for legal, engineering, or surveying purposes. It is the responsibility of the map user to review or consult the primary data and sources to ascertain its suitability for their intended use or purpose. Prepared by the Planning & GIS Services, October 2024.

NEW PAGE ADDED

PROPERTY RIGHTS ELEMENT









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OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION-MAKING 2

~~PROPERTY RIGHTS ELEMENT~~
~~GOALS, OBJECTIVES AND POLICIES~~

GOAL 1. PRIVATE PROPERTY RIGHTS

TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION-MAKING

The following policies are to ensure that private property rights shall be considered in local decision-making.

POLICY 1.1.1.

The City will consider in its decision-making, the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

POLICY 1.1.2.

The City will consider in its decision-making, the right of the property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any person, subject to state law and local ordinances.

POLICY 1.1.3.

The City will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.1.4.

The City will consider in its decision-making the right of the property owner to dispose of his or her property through sale or gift.

PLANNING BOARD
STAFF REPORT
Comprehensive Plan 2045 Update, Evaluation and Appraisal Report
Project Number: PZ-2024-084

PLANNING BOARD DATE:	March 13, 2025
TENTATIVE CITY COMMISSION DATES:	April 15, 2025 (first reading), second reading to occur after transmittal of amendments to state agencies and local jurisdictions for comments
APPLICANT:	Administrative
REQUEST:	An administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director Noel Eaton, Senior Planner Sarah Motes, Senior Planner

SECTION 1, INTRODUCTION:

This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.

SECTION 2, BACKGROUND:

Section 163.3191 of the Florida Statutes states,

> "At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in

> s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. The notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period."

Ormond Beach last conducted an Evaluation and Appraisal Report in 2010. The purpose of the Evaluation and Appraisal Report analysis is to:

1. Ensure compliance with State Statutes;
2. Identify areas within the plan that need updates; and
3. Incorporate changing conditions of a city into the plan.

A Comprehensive Plan has the following characteristics:

1. A state-required policy plan designed to guide the future growth and public infrastructure investment within Ormond Beach;
2. Living and evolving documents written for a long-term outlook, typically 20 years;
3. The plan provides Goals, Objectives, and Policies that direct where development, redevelopment, and preservation within the city should occur, as well as public capital investments; and
4. A vision and blueprint as to what a city desires to become in the future.

SECTION 3, COMPREHENSIVE PLAN 2045 UPDATE PROCESS:

The Comprehensive Plan 2045 update is divided into four phases as follows:

1. Introduction: The introduction phase included the following:
   - Creation of a project webpage, https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update;
   - Development and advertising for a community survey;
   - August 8, 2024, Planning Board discussion item;
   - August 20, 2024, City Commission disposition item; and
   - August 26, 2024, Community Engagement Meeting. This meeting included twelve stations detailing the individual elements and an input board. There were 75 attendees at this meeting.
2. Element Review and Analysis: This phase included a review of each Element in a matrix format as well as a summary of the development trends from 2010 to 2024. The Planning Board was utilized as an entity to review changes, and other advisory

Boards were presented Elements that pertained to their Board's purpose. The Comprehensive Plan 2045 update was reviewed at the following advisory board meetings:

- Leisure Services Advisory Board, September 11, 2024;
- Planning Board, September 12, 2024;
- Historic Landmark Preservation Board, September 16, 2024;
- Planning Board, October 29, 2024;
- Planning Board, November 11, 2024;
- Quality of Life Advisory Board, December 5, 2024;
- Planning Board, December 12, 2024;
- Historic Landmark Preservation Board, December 16, 2024; and
- Leisure Services Advisory Board, February 12, 2025.

All review information was posted to the project webpage. In addition to the Board review, City staff received 373 questions regarding the Comprehensive Plan update which were answered, and interdepartmental discussions occurred to review these answers. The questions were also posted to the project webpage.

3. Plan Amendments: This phase included the ~~strikethrough~~ (deleted text) and underline (added text) for each Element. The following meetings have or are scheduled to occur:
   - January 16, 2025, Community Engagement Meeting;
   - February 4, 2025, City Commission Workshop;
   - February 13, 2025, Planning Board discussion;
   - Scheduled, March 13, 2025, Planning Board public hearing; and
   - Scheduled, April 15, 2025, City Commission public hearing (transmittal).
4. Transmittal to state agencies and local governments and adoption: If the Comprehensive Plan amendments are approved for transmittal at first reading, the following actions would occur:
   - ❖ State agencies – Planning staff would transmit the proposed amendments to the appropriate state agencies;
   - ❖ Volusia Growth Management Commission – within Volusia County, amendments to the Comprehensive Plan are provided to abutting jurisdictions and the Volusia Growth Management Commission for review and provision of comments;
   - ❖ City Commission, second reading (date to be determined) – before scheduling the item for a second reading, city staff would seek to resolve any outstanding comments from the state review or Volusia Growth Management Commission review. The second reading would be the city's final action.
   - ❖ Florida Commerce – the adopted Ordinance must be sent to the Florida Commerce Department for state acceptance.

SECTION 4, DATA AND ANALYSIS:

Separate of the Element amendments, the following Attachments are provided as data and analysis to the Comprehensive Plan amendments:

Element summaries: These are one-page summaries of each Element that include a summary sentence of the Element, Board review dates, and key updates.

Review matrix: Each Element has a matrix of the proposed changes, any applicable state statute reference, and an explanation of the proposed changes.

PowerPoint summary: A PowerPoint summary has been used throughout the update process.

Population projections: Population projections are required as part of the update. The 1990 Comprehensive Plan projected a 2010 population of **56,250**. In 2000, the population projection was **51,079** for the year 2025. As part of the population update staff reviewed the following:

1. Population growth: The total percentage change from the 2010 census is 17.83%, or an average yearly growth rate of 1.27%.
2. Development entitlements. There are 6,211 residential units that are within the development process.
3. General growth rate. A general growth rate of 0.5% to include general population shifts and residential development projects not including residential units in the current development process.
4. Volusia County population growth. In 2020, Ormond Beach's population was 7.78% of Volusia County's population. In 2045, Ormond Beach is expected to be approximately 9.14% of the Volusia County total population.

The population projection is as follows:

Exhibit 1: Population Projections

Year	Population Projection
2025	46,255
2030	50,773
2035	55,238
2040	58,986
2045	63,542

Development Activity: The update process includes summaries of development activity. Key highlights include:

- Annexation: There were 68 properties annexed since 2010, totaling 1,682.71 acres

with 66% of all annexation occurring in the North US 1 corridor.

- Development projects: A list of projects is provided below:

Exhibit 2: Development Activity

Type of Use	2010-2019, Number of Projects	2010-2019 Square Feet or Units	2020-2024, Number of Projects	2020-2024 Square Feet or Units
Commercial	38	217,725	15	98,850
House of Worship	2	72,585	0	NA
Industrial	15	353,408	16	567,982
Infrastructure, commercial	1	NA	1	NA
Institutional	11	62,240	8	145,380
Multi-Family	3	212 units	0	NA
Office	8	179,230	3	20,348
Parking/ RV & Boat Storage	6	NA	1	NA
Residential (single-family/townhouses - platted and manufactured homes)	5	455 units	16	1,716 units
Telecommunication Towers	2	NA	0	NA
Transient Lodging	1	124 units	1	125 units

- Comprehensive Plan amendments:
  - 2010-2019, 55 land use map amendments to the Comprehensive Plan.
  - 2010-2019, 15 text amendments to the Comprehensive Plan.
  - 2010-2019, 23 land use map amendments within the North US 1 corridor.
  - 2020-2024, 16 land use map amendments to the Comprehensive Plan.
  - 2020-2024, 10 text amendments to the Comprehensive Plan.
- Multi-family development: There have been three multi-family development constructed from 2010 to 2024 totaling 212 units.
- Platting: Subdivision construction requires platting (preliminary and final plats). Platted lots by decade are provided below:

Exhibit 3: Platted Lots by Decade

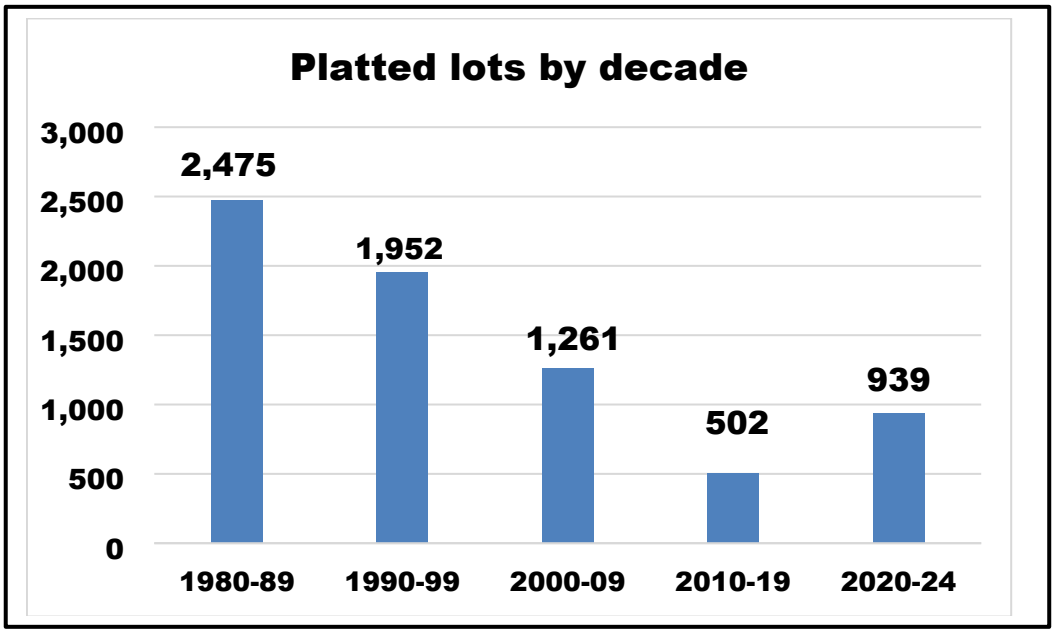
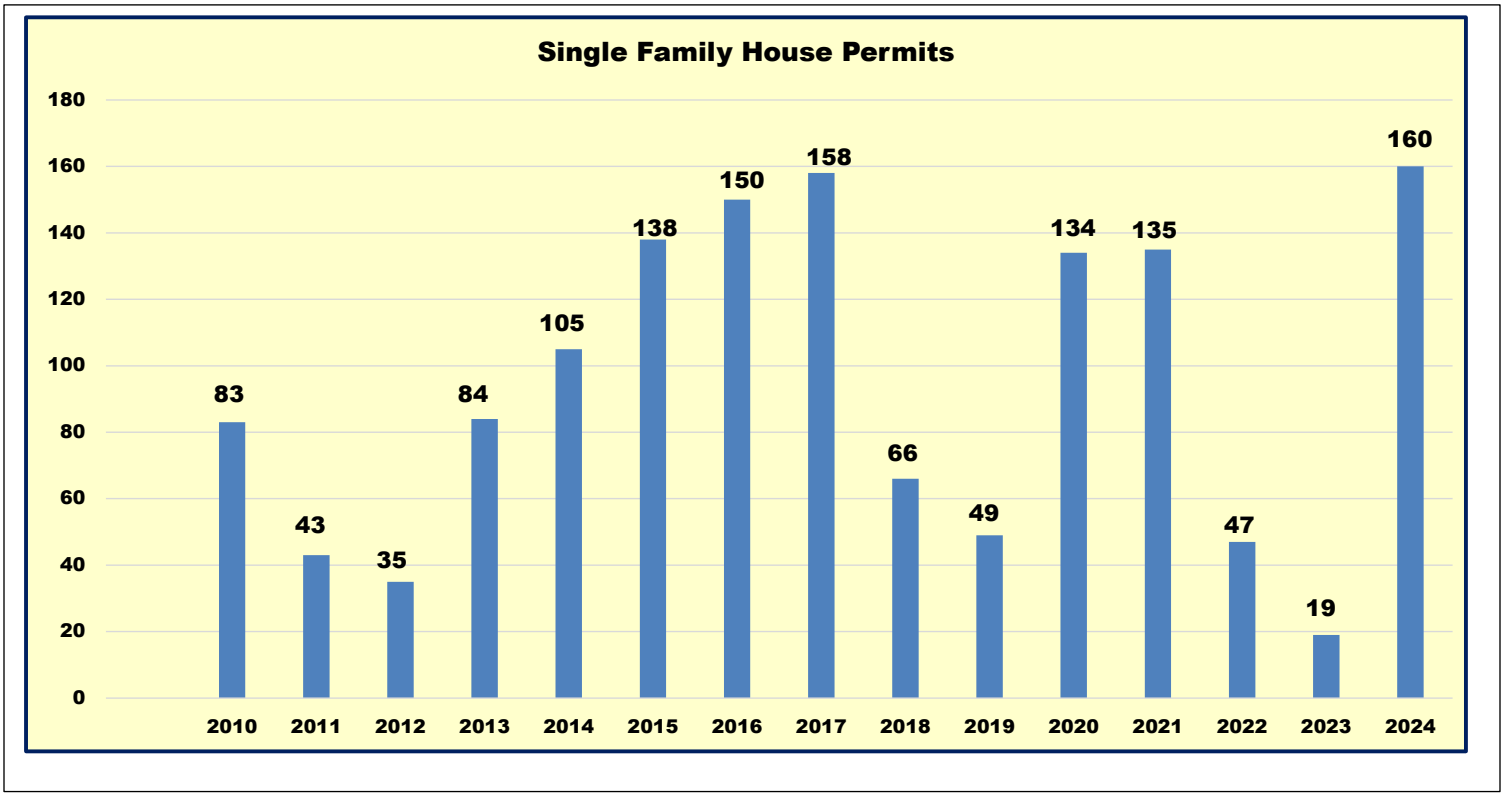


Exhibit 4: Single-Family House Permits (by calendar year)



Housing analysis: Attachment 7 contains data and inventory of existing housing and future trends influencing housing provisions within Ormond Beach. This data and analysis

information was sourced from the United States Census Bureau, the American Community Survey (ACS), and the Shimberg Center Florida Housing Data Clearinghouse. Key information includes:

Exhibit 5: Dwelling Units by Structure

Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Single-Family Detached	13,863	65%	177,760	65%
Single-Family Attached	1,197	6%	10,631	4%
Duplex	341	2%	5,404	2%
Multi-family	3,751	18%	56,696	21%
Mobile Homes	2,143	10%	23,084	8%
Total	**21,295**	**100%**	**273,835**	**100%**

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Exhibit 6: Dwelling Units by Age of Construction

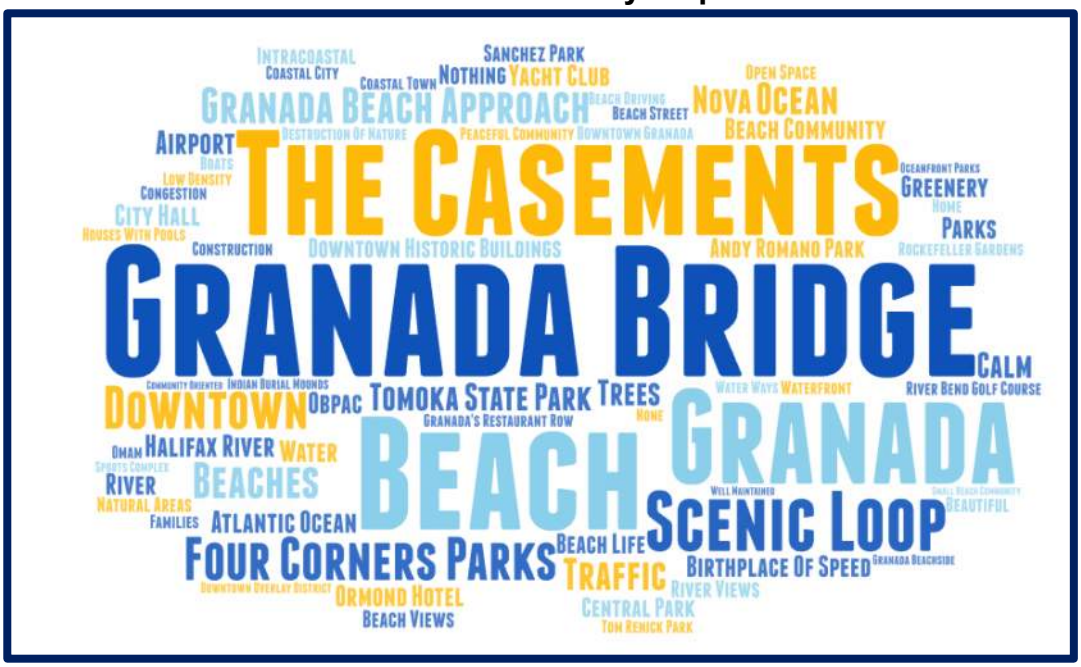
Year Structured was Built	Ormond Beach Units	Percent	Volusia County Units	Percent
Built 2020 or later	82	0.39%	2,667	0.97%
Built 2010 to 2019	1,050	4.93%	17,502	6.39%
Built 2000 to 2009	3,086	14.49%	46,202	16.87%
Built 1990 to 1999	4,004	18.80%	40,770	14.89%
Built 1980 to 1989	4,495	21.11%	66,174	24.17%
Built 1970 to 1979	4,745	22.28%	48,944	17.87%
Built 1960 to 1969	1,650	7.75%	20,309	7.42%
Built 1950 to 1959	1,583	7.43%	20,255	7.40%
Built 1940 to 1949	303	1.42%	4,870	1.78%
Built 1939 or earlier	297	1.39%	6,142	2.24%
Totals	**21,295**	**100.00%**	**273,835**	**100.00%**

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Public Input, Survey and Community Meeting Input: Attachment 8 contains information gathered as part of the Community Engagement Meeting (comments cards, input sheets, and Element notes) and the survey information (summarized and survey responses). Key input from the survey includes:

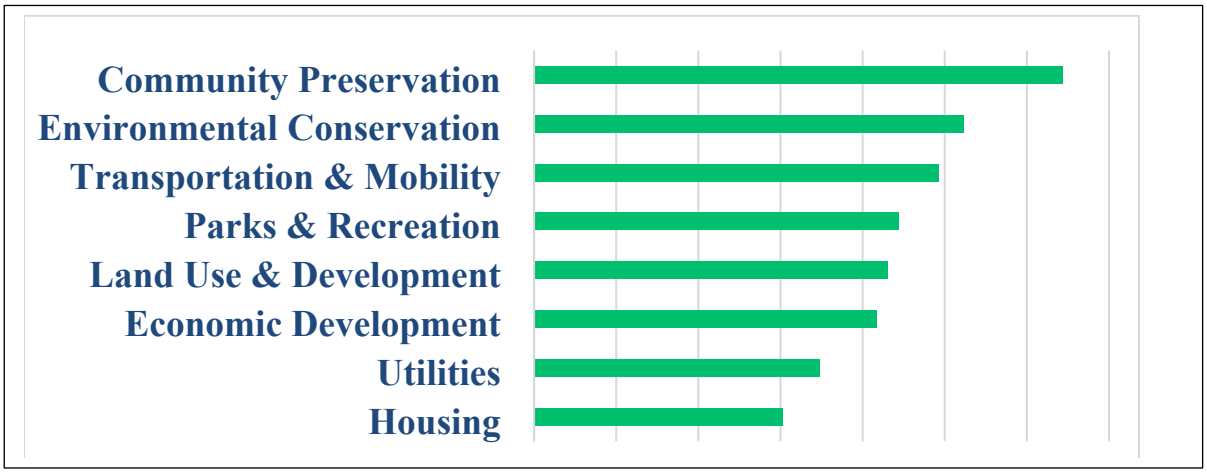
- ✓ What is one place, location or image that comes to mind when you think of Ormond Beach? Exhibit 7 below is a word cloud created based on citizen response.

Exhibit 7: Word cloud created from survey response



- ✓ What are your thoughts on the availability of affordable housing in Ormond Beach?
  - 32.82% - there is not enough affordable housing in Ormond Beach.
  - 52.38% - Ormond Beach has enough affordable housing.
  - 15.34% - Ormond Beach has more affordable housing than is needed.
- ✓ What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?
  - Traffic Management and Infrastructure Improvement.
  - Controlled Development and Preservation of Green Spaces
- ✓ Please rank these from most important to least important:

Exhibit 8: Table summary of top 2 priorities based on citizen responses



Meeting minutes, February City Commission workshop and Planning Board: Attachment 9 contains key meeting minutes and summaries provided as follows:

- January 16, 2025, Community Engagement Meeting summary;
- February 4, 2025, City Commission workshop; and
- February 13, 2025, Planning Board discussion item.

SECTION 5, ELEMENT KEY UPDATES:

City staff have reviewed each Element and recommended changes. Key Element updates include:

Plan Administration:

- Updated state statute references.
- Added acronyms.
- Added definitions.

Future Land Use:

- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.

Transportation:

- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.)
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added “Complete Street” Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.

Utilities:

- Updated Solid Waste text. (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee. (Objective 1.1.)

- Modified text per Water Supply Work Plan. (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)

Conservation:

- Amended text regarding air quality. (Objective 8.2. and Policy 8.2.4.)
- Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management. (Goal 10.)
- Deleted certain Policies. {Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.}
- Added Water Supply Policies. (Policies 1.2.7. and 5.3.8.)

Coastal Management:

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes. (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge maps.

Housing:

- Data and analysis summary performed.
- Re-organized Element to include:
  - Objective 1.1. Housing Supply
  - Objective 1.2. Substandard Housing
  - Objective 1.3. Attainable Housing
  - Objective 1.4. Group Homes and Foster Care Facilities
  - Objective 1.5. Displacement
  - Objective 1.6. Historically Significant Housing
  - Objective 1.7. Green Building and Sustainable Development

Recreation and Open Space (proposed Parks and Recreation):

- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Changed Leisure Services Department name to Parks and Recreation Department per City Commission directive.
- Updated Americans with Disabilities Act policies consistent with master plan recommendations. (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)

- Deleted accomplished Policies. (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- Added Master Park/Recreation and Facilities, Ormond Scenic Loop and Trail maps. (Figures 1 and 2)

Capital Improvements Element:

- Schedule of Capital Improvements linked to Capital Improvements Program.
- Updated Coastal High Hazard Area Policies. (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- Updated Level-of-Service standards (water, sanitary sewer, and solid waste). (Policy 1.3.2.)
- Changed term for impact fee for water and sewer, to connection fees, and updated policies. (Objective 1.4., Policies 1.4.2. and 1.4.3.)

Intergovernmental Coordination:

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)

Cultural and Historical Resources:

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with the support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)
- Deleted accomplished Policy. (Policy 1.2.1. – Rockefeller Gardens restoration)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)

Public School Facilities:

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map

Property Rights:

- No text changes.

SECTION 6, REVIEW CRITERIA

Existing Policy 2.5.2. of the Future Land Use Element provides criteria for reviewing Comprehensive Plan amendments. These criteria are discussed below:

1. **Consistency with the Goals, Objectives, and Policies of this Plan**.

   The purpose of the update is to review all the Elements and determine if individual Goals, Objectives, and Policies should be updated, deleted, or new Goals, Objectives, and Policies added. The review matrix details the changes. City staff focused on formatting, spelling out acronyms, and ensuring the Goals, Objectives and Policies were relevant.

2. **Consistency with state requirements, including 9J-5 and Florida Statute requirements**.

   The amendments are consistent with applicable Florida Statute requirements, particularly Section 163.3191 and 163.3177. The amendments include population projections and housing analysis.

3. **If the amendment is a map amendment, is the proposed change an appropriate use of land.**

   There is no land use map amendment as part of the Comprehensive Plan 2045 update.

4. **If the amendment is a map amendment, the impacts on the Level-of-Service of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.**

   There is no land use map amendment as part of the Comprehensive Plan 2045 update.

5. **If the amendment is a map amendment, impacts to surrounding jurisdictions.**

   There is no land use map amendment as part of the Comprehensive Plan 2045 update.

SECTION 7, RECOMMENDATION

It is recommended that the Planning Board **APPROVE** the proposed Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.

Attachments:

Attachment 1:	Element amendments
Attachment 2:	Element summaries
Attachment 3:	PowerPoint summary
Attachment 4:	Review matrix
Attachment 5:	Population projections
Attachment 6:	Development Activity
Attachment 7:	Housing analysis
Attachment 8:	Public Input, Survey and Community Meeting Input
Attachment 9:	Meeting minutes, February City Commission workshop and Planning Board

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



DATA AND ANALYSIS

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 2:
ELEMENT SUMMARIES

PLAN ADMINISTRATION

This Chapter provides for the administration of the Comprehensive Plan, including plan interpretation, appeals, and amendments.



Board Review Date:

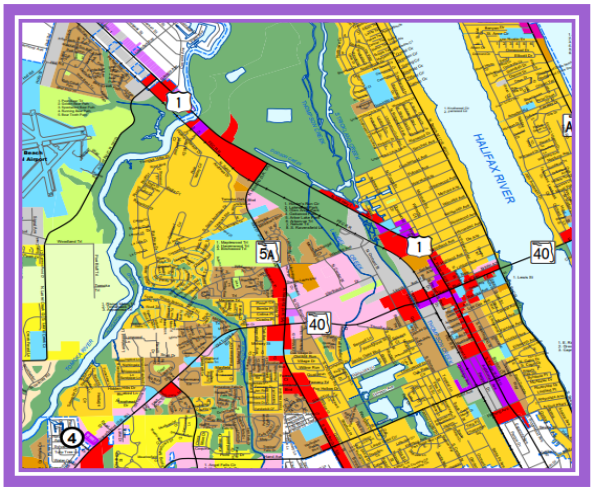
Planning Board: 9/12/2024

KEY UPDATES OF THE ELEMENT

- Updated state statute references.
- Added acronyms.
- Added definitions.

FUTURE LAND USE ELEMENT

This Element focuses on the management of growth that is consistent with sound social, economic, fiscal, and environmental principals.



Board Review Date:

Planning Board: 9/12/2024

KEY UPDATES OF THE ELEMENT

- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.

TRANSPORTATION ELEMENT

This Element focuses on long range transportation planning that considers the physical environment when making roadway decisions while also encouraging multi-modal alternatives.



Board Review Date:

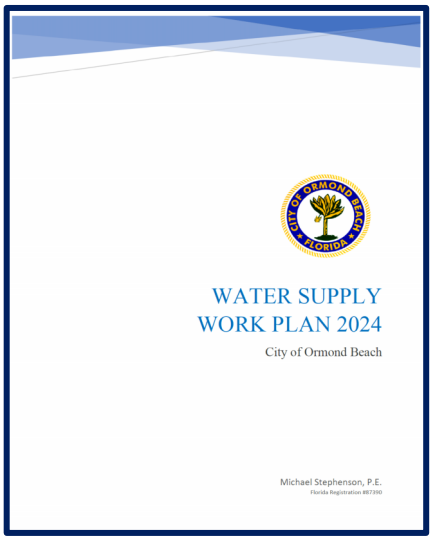
Planning Board: 11/14/2024

KEY UPDATES OF THE ELEMENT

- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.)
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added "Complete Street" Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.

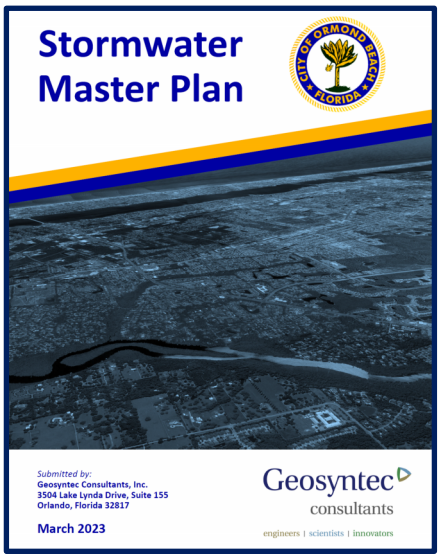
UTILITIES ELEMENT

This Element focuses on providing and maintaining potable water, sewer, re-claim water, and stormwater service in accordance with adopted level-of-services.



Board Review Date:

Planning Board:
11/14/2024



KEY UPDATES OF THE ELEMENT

- Updated Solid Waste text. (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee. (Objective 1.1.)
- Modified text per Water Supply Work Plan. (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)

CONSERVATION ELEMENT

This Element focuses on preserving, protecting and enhancing natural resources and environmental diversity.



Board Review Date:

Planning Board: 10/29/2024

KEY UPDATES OF THE ELEMENT

- Amended text regarding air quality. (Objective 8.2. and Policy 8.2.4.)
- Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management. (Goal 10.)
- Deleted certain Policies. (Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.)
- Added Water Supply Policies. (Policies 1.2.7., 5.3.8.)

COASTAL MANAGEMENT ELEMENT

This Element focuses on identifying vulnerable areas and planning and implementing strategies for preserving, protecting, developing, and where possible, restoring or enhancing, the natural resources of the city in defense against flooding and erosion.



Board Review Date:

Planning Board: 11/14/2024

KEY UPDATES OF THE ELEMENT

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge map.

HOUSING ELEMENT

This Element focuses on housing availability and ensuring adequate levels-of-service are met for future housing development.



Board Review Date:

Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- Data and analysis summary performed.
- Re-organized Element to include:
- Objective 1.1. Housing Supply
- Objective 1.2. Substandard Housing
- Objective 1.3. Attainable Housing
- Objective 1.4. Group Homes and Foster Care Facilities
- Objective 1.5. Displacement
- Objective 1.6. Historically Significant Housing
- Objective 1.7. Green Building and Sustainable Development

PARKS AND RECREATION ELEMENT

This Element focuses on providing and maintaining recreation areas, facilities and activities, and access to them.



Board Review Dates:

Leisure Services Advisory Board: 09/11/2024
Planning Board: 10/29/2024
Quality of Life Advisory Board: 12/05/2024

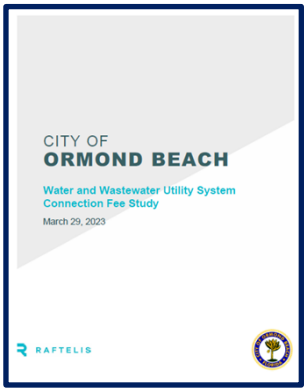
KEY UPDATES OF THE ELEMENT

- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Updated Americans with Disabilities Act policies consistent with master plan recommendations. (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)
- Deleted accomplished Policies. (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- Added Parks and Recreation, Ormond Scenic Loop and Trail maps. (Figures 1 and 2)

CAPITAL IMPROVEMENTS ELEMENT

This Element focuses on planning for and implementing capital improvements in accordance with adopted levels-of-service.





Board Review Date:

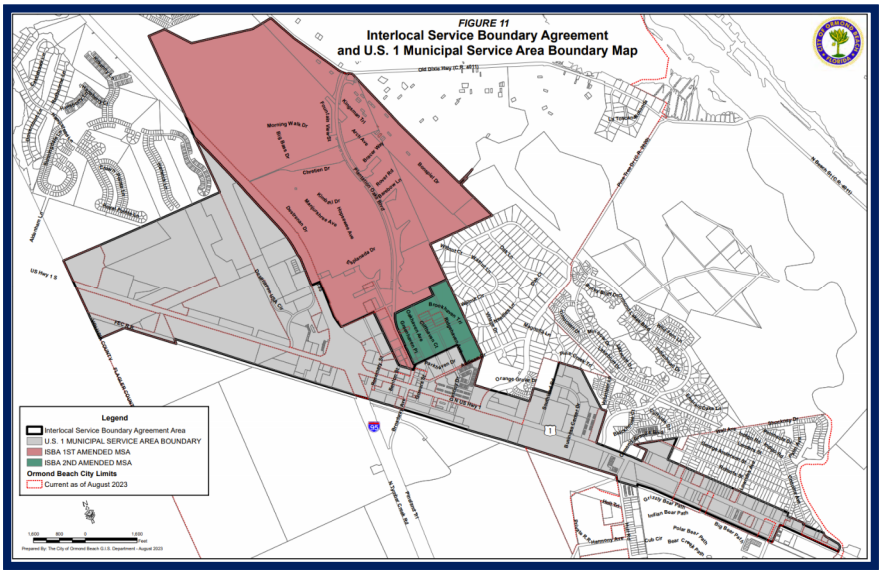
Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- Schedule of Capital Improvements linked to Capital Improvements Program.
- Updated Coastal High Hazard Area Policies. (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- Updated Level-of-Service standards (water, sanitary sewer, and solid waste). (Policy 1.3.2.)
- Changed term for impact fee for water and sewer, to connection fees, and updated policies. (Objective 1.4., Policies 1.4.2. and 1.4.3.)

INTERGOVERNMENTAL COORDINATION ELEMENT

This Element focuses on establishing and maintaining effective coordination to address multi-jurisdictional issues of concern.



Board Review Date:

Planning Board: 10/29/2024

KEY UPDATES OF THE ELEMENT

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)

CULTURAL AND HISTORICAL RESOURCES ELEMENT

This Element focuses on preserving, protecting and promoting historical resources and cultural activities throughout the City.



Board Review Dates:

Leisure Services Advisory Board: 09/11/2024
Historic Landmark Preservation Board: 09/16/2024
Planning Board: 10/29/2024
Quality of Life Advisory Board: 12/05/2024
Historic Landmark Preservation Board: 12/16/2024

KEY UPDATES OF THE ELEMENT

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)
- Deleted accomplished Policies. (Policy 1.2.1. – Rockefeller Gardens restoration, and Policy 1.2.2. – Birthplace of Speed Museum exhibit)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)

PUBLIC SCHOOL FACILITIES ELEMENT

This Element focuses on coordination with the Volusia County School District to provide and maintain a public education system which meets the needs of Volusia County's current and future populations.



Board Review Date:

Planning Board: 12/12/2024

KEY ASPECTS OF THE ELEMENT

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map

PROPERTY RIGHTS ELEMENT

This Element focuses on ensuring that private property rights are considered in local decision-making.



Board Review Date:
Planning Board: 10/29/2024

KEY ASPECTS OF THE ELEMENT

- No proposed changes.
- State-required element.
- Respect judicially-acknowledged and constitutionally-protected private property rights. (Goal 1)

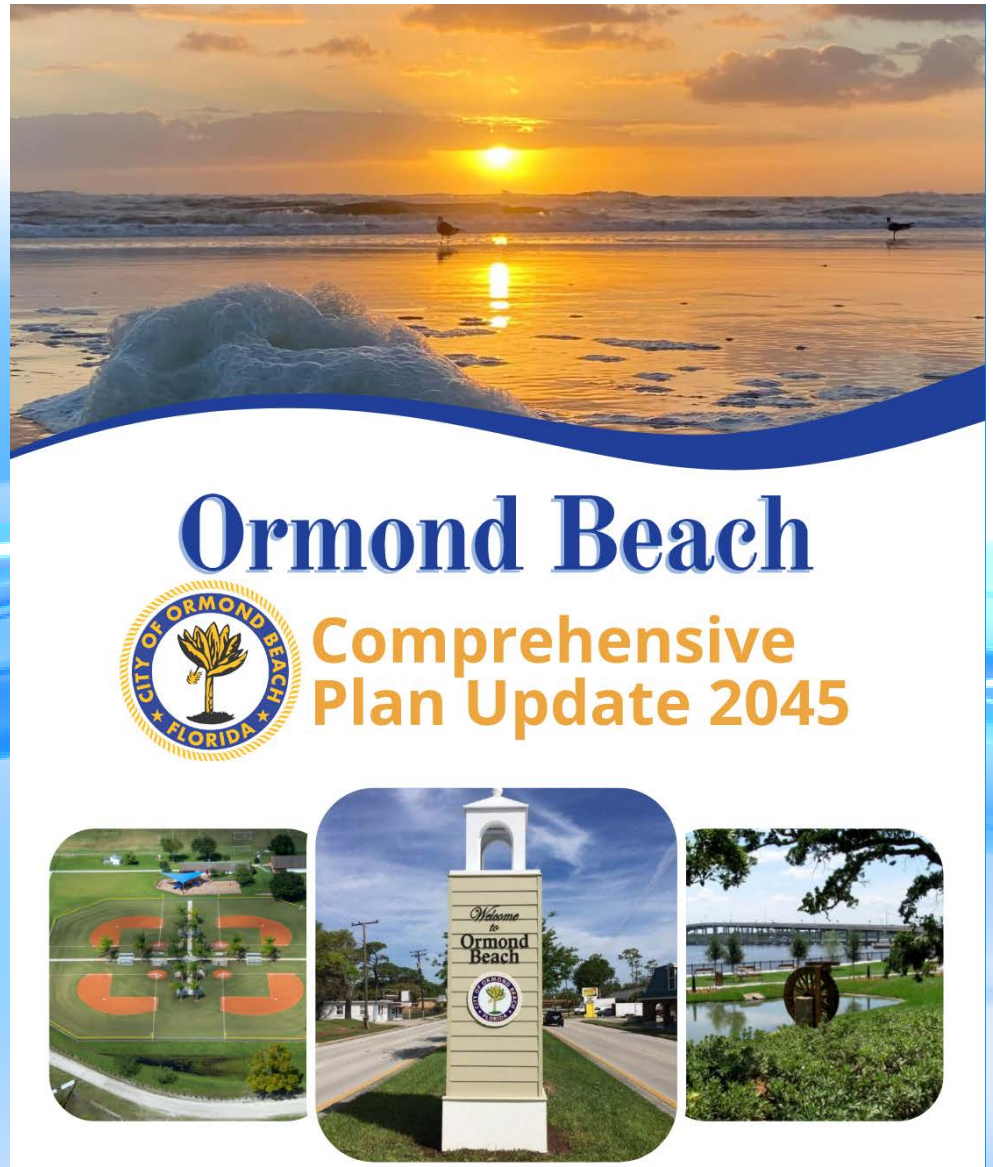
COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 3:
POWERPOINT SUMMARY

Comprehensive Plan 2045 Update



Comprehensive Plan 2045 Update





Comprehensive Plan Update Overview





Comprehensive Plan 2045 Update

What is a Comprehensive Plan?

- A **state-required policy plan** designed to guide the future growth and public infrastructure investment within Ormond Beach.
- Living and evolving documents written for a long-term outlook, typically 20 years.
- The plan provides Goals, Objectives, and Policies that **direct where development, redevelopment, and preservation within the city should occur, as well as public capital investments**.
- A vision and blueprint as to what a city desires to become in the future.

Comprehensive Plan 2045 Update

Comprehensive Plan Planning in Florida

1975 Local Government Comprehensive Pan Act

- Required creation and adoption of comprehensive plans to guide development.

1985 Growth Management Act

- Comprehensive Plans must contain certain elements such described in Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code.

2011 Community Planning Act

- Amended requirements of the 1985 Act, re-shaped the Department of Community Affairs, allows Proportionate Fair Share to meet concurrency requirements.

Comprehensive Plan 2045 Update

Comprehensive Plan Elements

- FUTURE LAND USE
- TRANSPORTATION
- UTILITIES
- CONSERVATION
- COASTAL MANAGEMENT
- HOUSING
- RECREATION AND OPEN SPACE
- CAPITAL IMPROVEMENTS
- INTERGOVERN-MENTAL COORDINATION
- CULTURAL AND HISTORICAL RESOURCES
- PUBLIC SCHOOLS FACILITIES
- PROPERTY RIGHTS

Comprehensive Plan 2045 Update

Why update the Comprehensive Plan now?

- ❑ State required (Florida Statutes Section 163.3191).
- ❑ Ensure compliance with State Statutes.
- ❑ Identify areas within the plan that need updates.
- ❑ Incorporate changing conditions of the city into the plan.

Comprehensive Plan 2045 Process

Introduction



Review and Analysis

Element Reviews

- Leisure Services Advisory Board – 9/11/2024
- Planning Board – 9/12/2024
- Historic Landmark Preservation Board – 9/16/2024
- Planning Board – 10/29/2024
- Planning Board – 11/14/2024
- Quality of Life Advisory Board – 12/5/2024
- Planning Board – 12/12/2024
- Historic Landmark Preservation Board – 12/16/2024

Plan Amendments

- Community Meeting – 01/16/2025
- City Commission Workshop – 02/04/2025
- Planning Board – 02/13/2025
- Planning Board – 03/13/2025
- City Commission (Transmittal–04/15/2025)
- City Commission (Adoption – TBD)

❖ Website (https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update)

Comprehensive Plan 2045 Update





Survey Results

196 survey responses

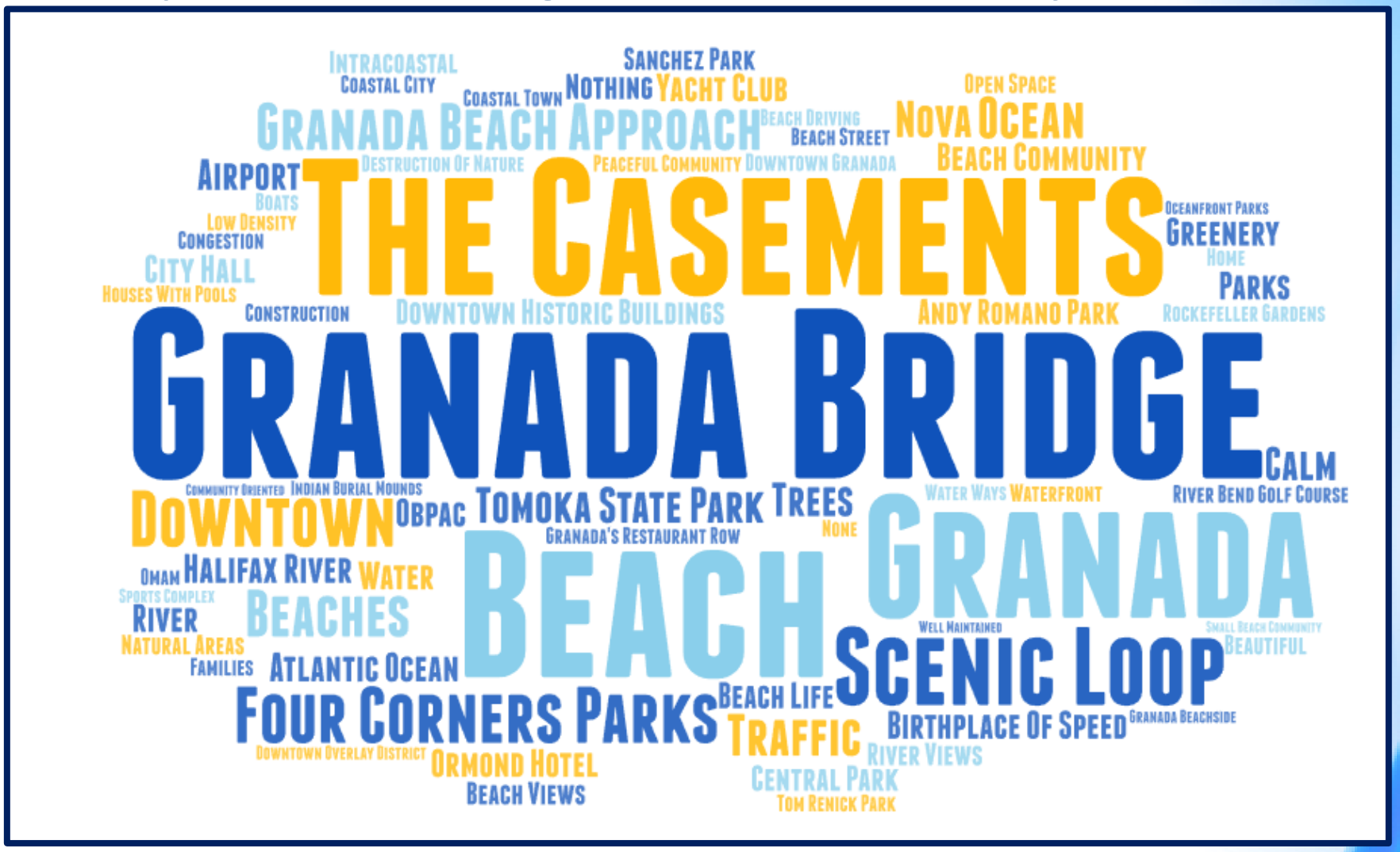




Comprehensive Plan 2045 Update

Survey Results - Question #1

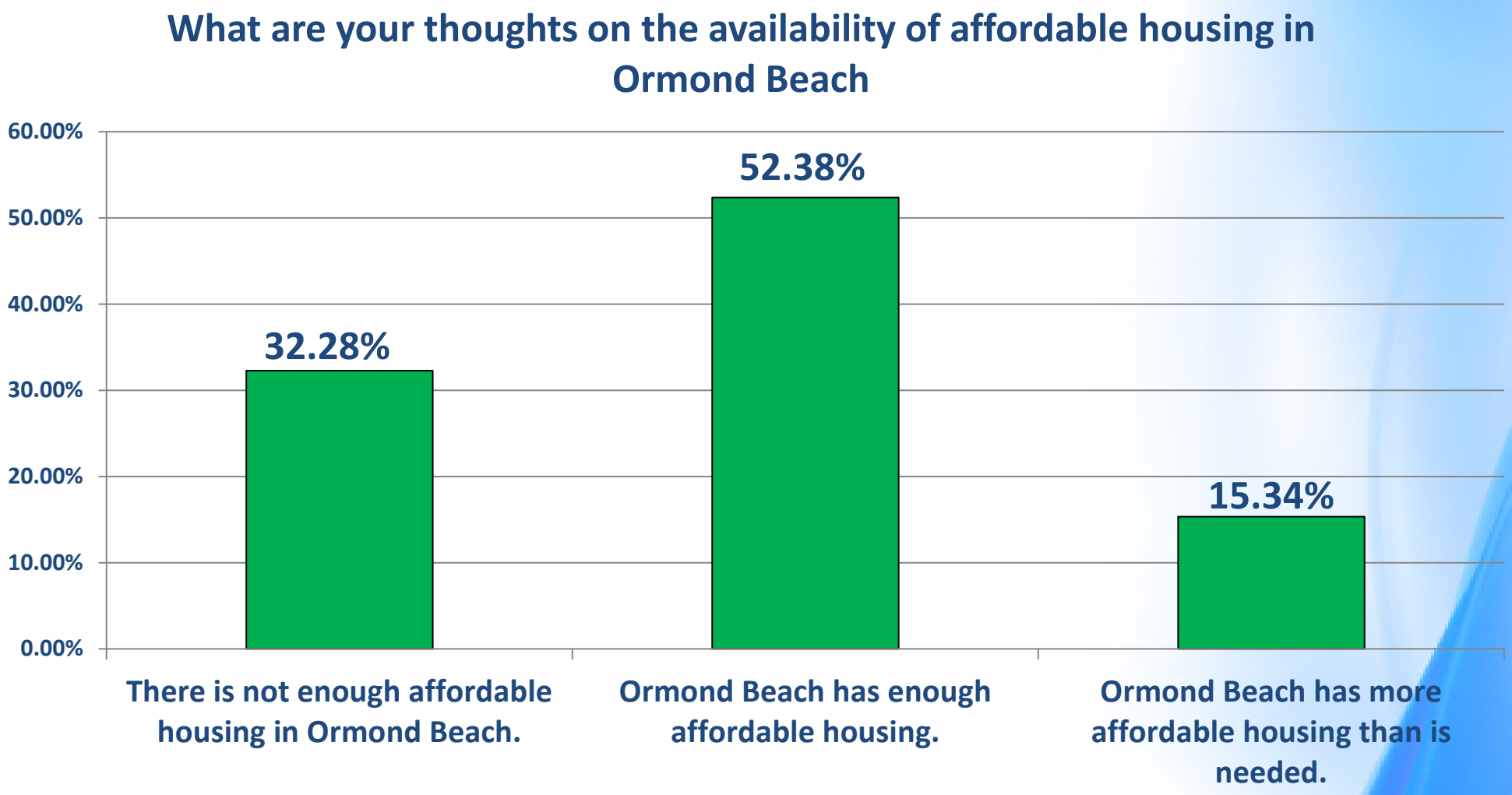
What is one place, location or image that comes to mind when you think of Ormond Beach?



Answered	189
Skipped	7

Comprehensive Plan 2045 Update

Survey Results - Question #2

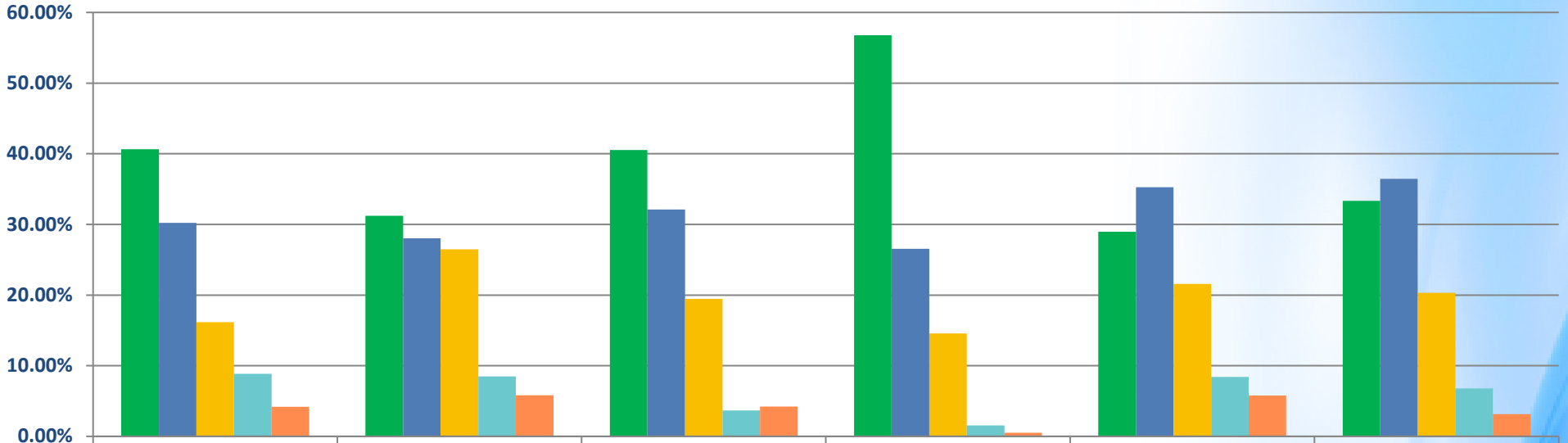


Answered	189
Skipped	7

Comprehensive Plan 2045 Update

Survey Results - Question #4

How should Ormond Beach prioritize improving or expanding infrastructure improvements?



	Roadway expansion (with State FDOT and Volusia County)	Trail expansion	Missing sidewalk corridors	Stormwater Improvements	Additional Park & Recreation Facilities	Utilities (re-use, water and sewer)
High Priority	40.63%	31.22%	40.53%	56.77%	28.95%	33.33%
Moderate Priority	30.21%	28.04%	32.11%	26.56%	35.26%	36.46%
Neutral	16.15%	26.46%	19.47%	14.58%	21.58%	20.31%
Low Priority	8.85%	8.47%	3.68%	1.56%	8.42%	6.77%
Not a Priority	4.17%	5.82%	4.21%	0.52%	5.79%	3.13%

Answered 194
Skipped 2

Comprehensive Plan 2045 Update

Survey Results - Question #7

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?

1. **Traffic Management and Infrastructure Improvement**

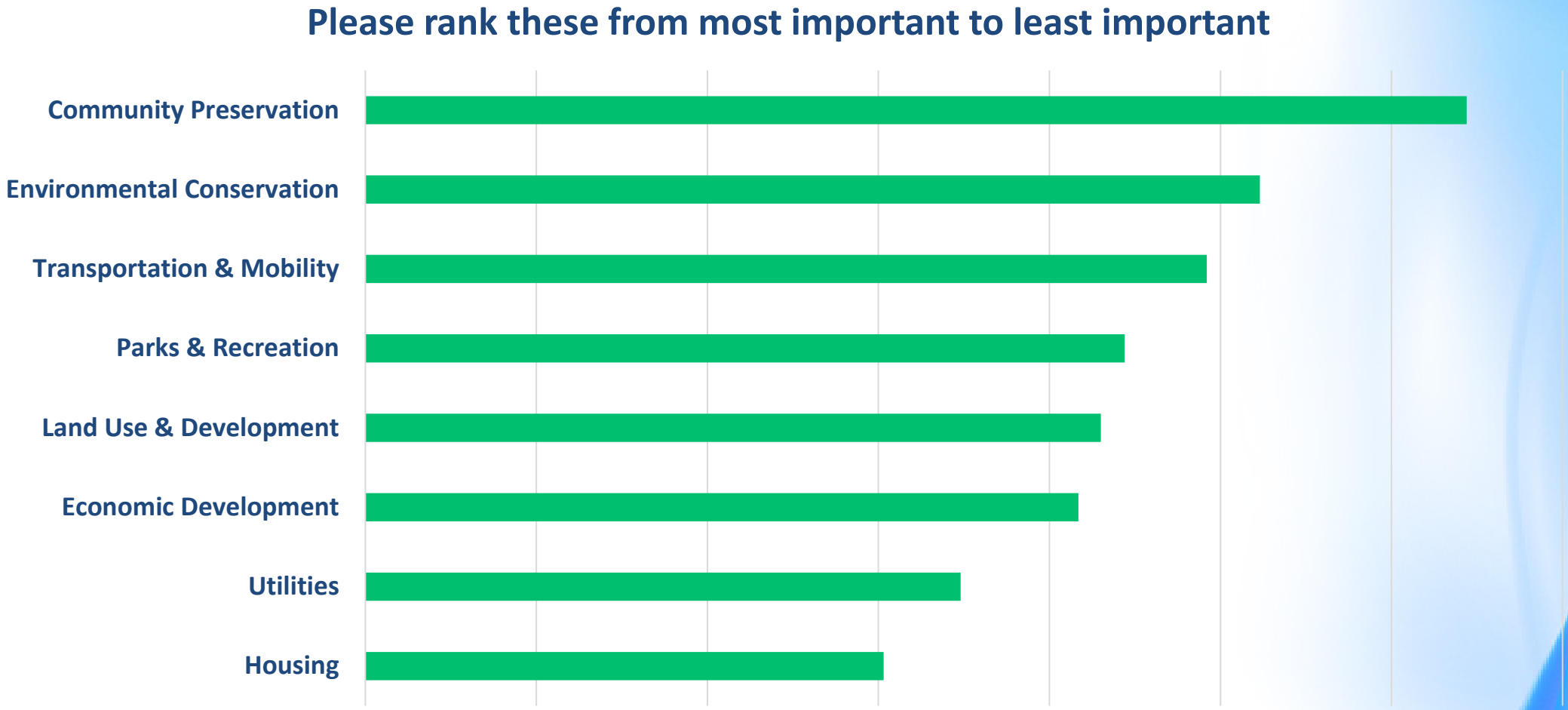
2. **Controlled Development and Preservation of Green Spaces**

3. **Community and Amenities**

Answered	187
Skipped	9

Comprehensive Plan 2045 Update

Survey Results - Question #9



Answered	195
Skipped	1

Comprehensive Plan 2045 Update





Development Trends





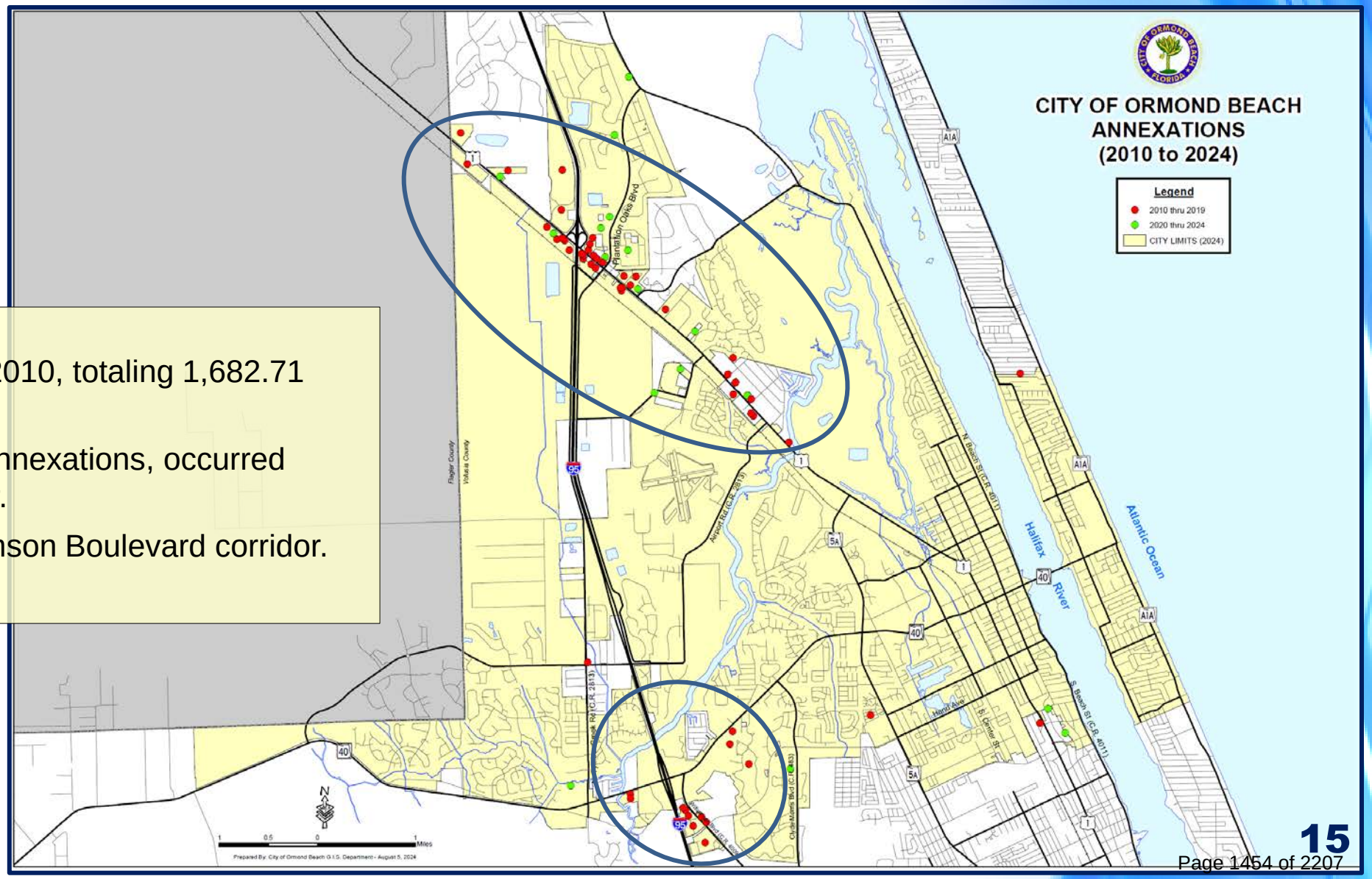
Comprehensive Plan 2045 Update

Development Trends

Annexations

By the numbers:

- 68 properties annexed from 2010, totaling 1,682.71 acres.
- 45 properties, or 66% of all annexations, occurred along the North US 1 corridor.
- 7 properties along the Williamson Boulevard corridor.
- 3 subdivisions annexed.



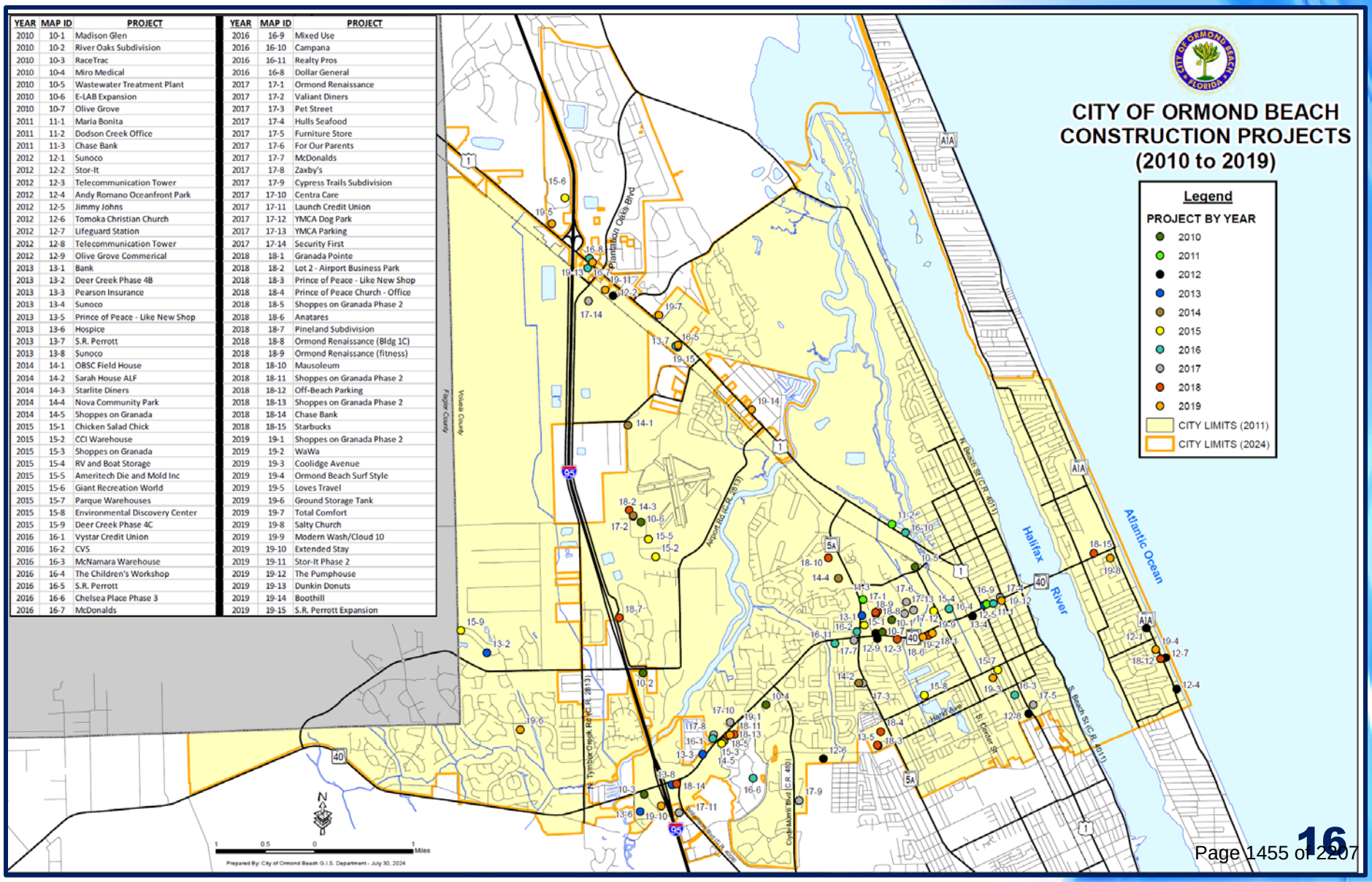
Comprehensive Plan 2045 Update

Development Trends

Permitted Developments

2010 to 2019

YEAR	MAP ID	PROJECT
2010	10-1	Madison Glen
2010	10-2	River Oaks Subdivision
2010	10-3	RaceTrac
2010	10-4	Miro Medical
2010	10-5	Wastewater Treatment Plant
2010	10-6	E-LAB Expansion
2010	10-7	Olive Grove
2011	11-1	Maria Bonita
2011	11-2	Dodson Creek Office
2011	11-3	Chase Bank
2012	12-1	Sunoco
2012	12-2	Stor-It
2012	12-3	Telecommunication Tower
2012	12-4	Andy Romano Oceanfront Park
2012	12-5	Jimmy Johns
2012	12-6	Tomoka Christian Church
2012	12-7	Lifeguard Station
2012	12-8	Telecommunication Tower
2012	12-9	Olive Grove Commerical
2013	13-1	Bank
2013	13-2	Deer Creek Phase 4B
2013	13-3	Pearson Insurance
2013	13-4	Sunoco
2013	13-5	Prince of Peace - Like New Shop
2013	13-6	Hospice
2013	13-7	S.R. Perrott
2013	13-8	Sunoco
2014	14-1	OBSC Field House
2014	14-2	Sarah House ALF
2014	14-3	Starlite Diners
2014	14-4	Nova Community Park
2014	14-5	Shoppes on Granada
2015	15-1	Chicken Salad Chick
2015	15-2	CCI Warehouse
2015	15-3	Shoppes on Granada
2015	15-4	RV and Boat Storage
2015	15-5	Ameritech Die and Mold Inc
2015	15-6	Giant Recreation World
2015	15-7	Parque Warehouses
2015	15-8	Environmental Discovery Center
2015	15-9	Deer Creek Phase 4C
2016	16-1	Vystar Credit Union
2016	16-2	CVS
2016	16-3	McNamara Warehouse
2016	16-4	The Children's Workshop
2016	16-5	S.R. Perrott
2016	16-6	Chelsea Place Phase 3
2016	16-7	McDonalds
2016	16-9	Mixed Use
2016	16-10	Campana
2016	16-11	Realty Pros
2016	16-8	Dollar General
2017	17-1	Ormond Renaissance
2017	17-2	Valiant Diners
2017	17-3	Pet Street
2017	17-4	Hulls Seafood
2017	17-5	Furniture Store
2017	17-6	For Our Parents
2017	17-7	McDonalds
2017	17-8	Zaxby's
2017	17-9	Cypress Trails Subdivision
2017	17-10	Centra Care
2017	17-11	Launch Credit Union
2017	17-12	YMCA Dog Park
2017	17-13	YMCA Parking
2017	17-14	Security First
2018	18-1	Granada Pointe
2018	18-2	Lot 2 - Airport Business Park
2018	18-3	Prince of Peace - Like New Shop
2018	18-4	Prince of Peace Church - Office
2018	18-5	Shoppes on Granada Phase 2
2018	18-6	Anatares
2018	18-7	Pineland Subdivision
2018	18-8	Ormond Renaissance (Bldg 1C)
2018	18-9	Ormond Renaissance (fitness)
2018	18-10	Mausoleum
2018	18-11	Shoppes on Granada Phase 2
2018	18-12	Off-Beach Parking
2018	18-13	Shoppes on Granada Phase 2
2018	18-14	Chase Bank
2018	18-15	Starbucks
2019	19-1	Shoppes on Granada Phase 2
2019	19-2	WaWa
2019	19-3	Coolidge Avenue
2019	19-4	Ormond Beach Surf Style
2019	19-5	Loves Travel
2019	19-6	Ground Storage Tank
2019	19-7	Total Comfort
2019	19-8	Salty Church
2019	19-9	Modern Wash/Cloud 10
2019	19-10	Extended Stay
2019	19-11	Stor-It Phase 2
2019	19-12	The Pumphouse
2019	19-13	Dunkin Donuts
2019	19-14	Boothill
2019	19-15	S.R. Perrott Expansion



Comprehensive Plan 2045 Update

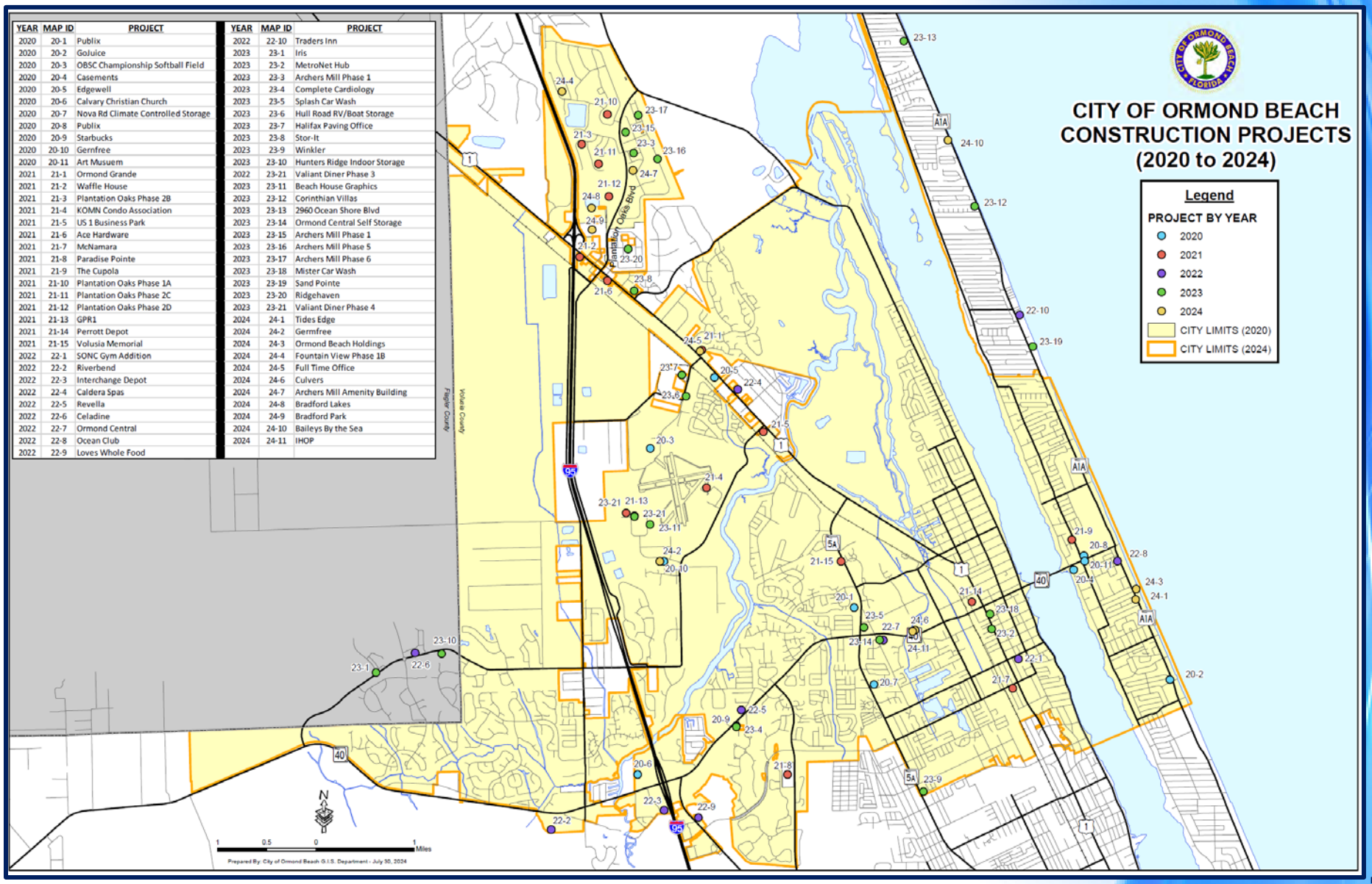
Development Trends

Permitted Developments

2020 to 2024

YEAR	MAP ID	PROJECT
2020	20-1	Publix
2020	20-2	GoJuice
2020	20-3	OBSC Championship Softball Field
2020	20-4	Casements
2020	20-5	Edgewell
2020	20-6	Calvary Christian Church
2020	20-7	Nova Rd Climate Controlled Storage
2020	20-8	Publix
2020	20-9	Starbucks
2020	20-10	Gernfree
2020	20-11	Art Musuem
2021	21-1	Ormond Grande
2021	21-2	Waffle House
2021	21-3	Plantation Oaks Phase 2B
2021	21-4	KOMN Condo Association
2021	21-5	US 1 Business Park
2021	21-6	Ace Hardware
2021	21-7	McNamara
2021	21-8	Paradise Pointe
2021	21-9	The Cupola
2021	21-10	Plantation Oaks Phase 1A
2021	21-11	Plantation Oaks Phase 2C
2021	21-12	Plantation Oaks Phase 2D
2021	21-13	GPR1
2021	21-14	Perrott Depot
2021	21-15	Volusia Memorial
2022	22-1	SONC Gym Addition
2022	22-2	Riverbend
2022	22-3	Interchange Depot
2022	22-4	Caldera Spas
2022	22-5	Revella
2022	22-6	Celadine
2022	22-7	Ormond Central
2022	22-8	Ocean Club
2022	22-9	Loves Whole Food

YEAR	MAP ID	PROJECT
2022	22-10	Traders Inn
2023	23-1	Iris
2023	23-2	MetroNet Hub
2023	23-3	Archers Mill Phase 1
2023	23-4	Complete Cardiology
2023	23-5	Splash Car Wash
2023	23-6	Hull Road RV/Boat Storage
2023	23-7	Halifax Paving Office
2023	23-8	Stor-It
2023	23-9	Winkler
2023	23-10	Hunters Ridge Indoor Storage
2022	23-21	Valiant Diner Phase 3
2023	23-11	Beach House Graphics
2023	23-12	Corinthian Villas
2023	23-13	2960 Ocean Shore Blvd
2023	23-14	Ormond Central Self Storage
2023	23-15	Archers Mill Phase 1
2023	23-16	Archers Mill Phase 5
2023	23-17	Archers Mill Phase 6
2023	23-18	Mister Car Wash
2023	23-19	Sand Pointe
2023	23-20	Ridgehaven
2023	23-21	Valiant Diner Phase 4
2024	24-1	Tides Edge
2024	24-2	Germfree
2024	24-3	Ormond Beach Holdings
2024	24-4	Fountain View Phase 1B
2024	24-5	Full Time Office
2024	24-6	Culvers
2024	24-7	Archers Mill Amenity Building
2024	24-8	Bradford Lakes
2024	24-9	Bradford Park
2024	24-10	Baileys By the Sea
2024	24-11	IHOP



Comprehensive Plan 2045 Update





Community Engagement Meeting

Comprehensive Plan Elements





Comprehensive Plan 2045 Update

PLAN ADMINISTRATION

This Chapter provides for the administration of the Comprehensive Plan, including plan interpretation, appeals, and amendments.



Board Review Date:

Planning Board: 9/12/2024

KEY UPDATES

- Updated state statute references.
- Added acronyms.
- Added definitions.

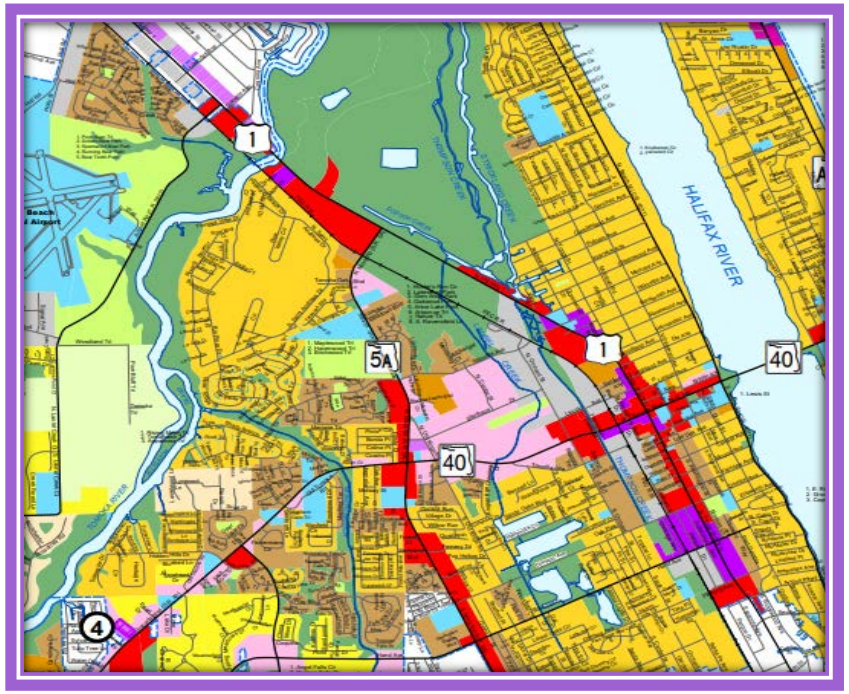
Comprehensive Plan 2045 Update

FUTURE LAND USE ELEMENT

This Element focuses on the management of growth that is consistent with sound social, economic, fiscal, and environmental principals.

Board Review Date:

Planning Board: 9/12/2024



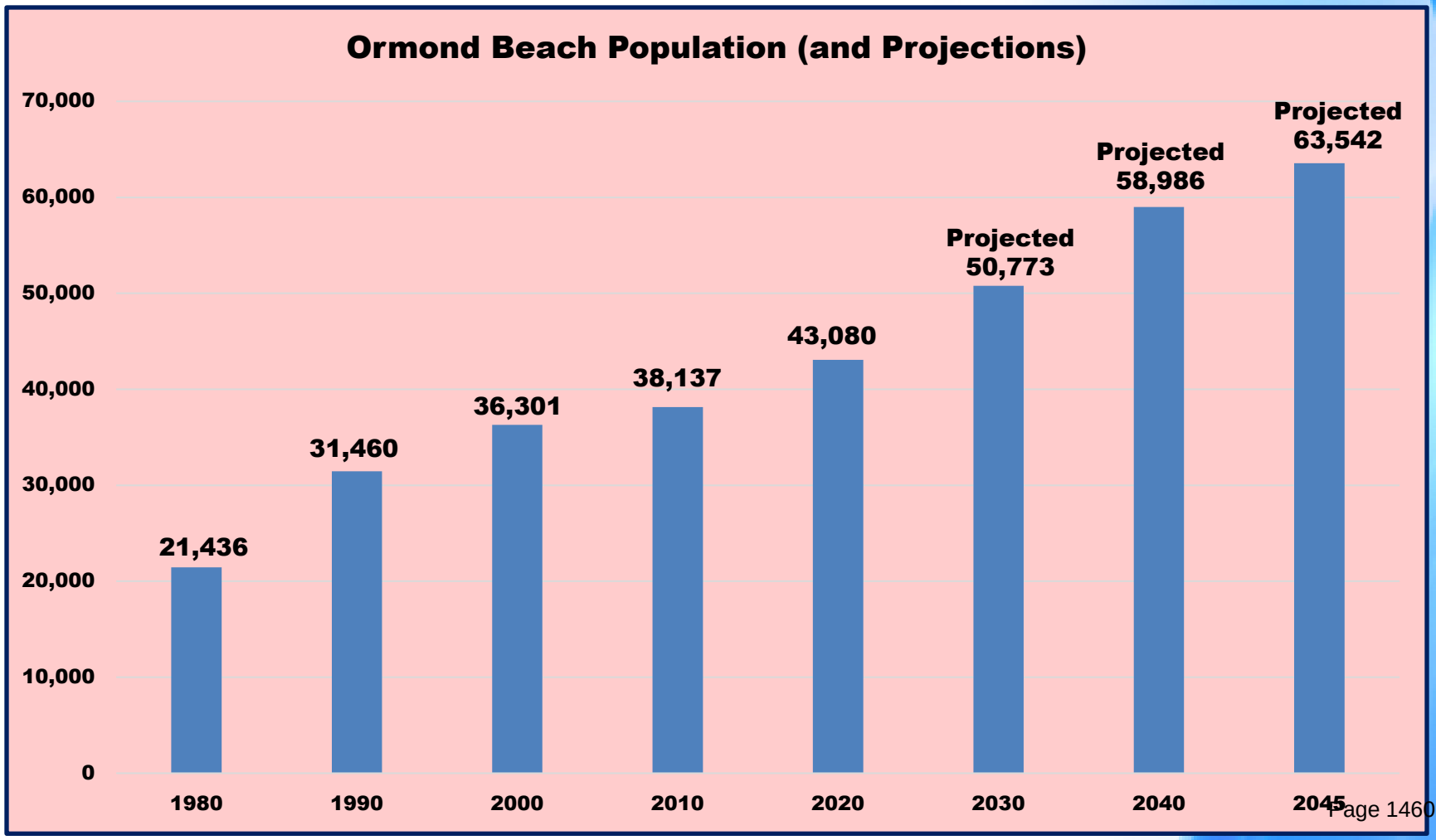
KEY UPDATES OF THE ELEMENT

- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.

Comprehensive Plan 2045 Update

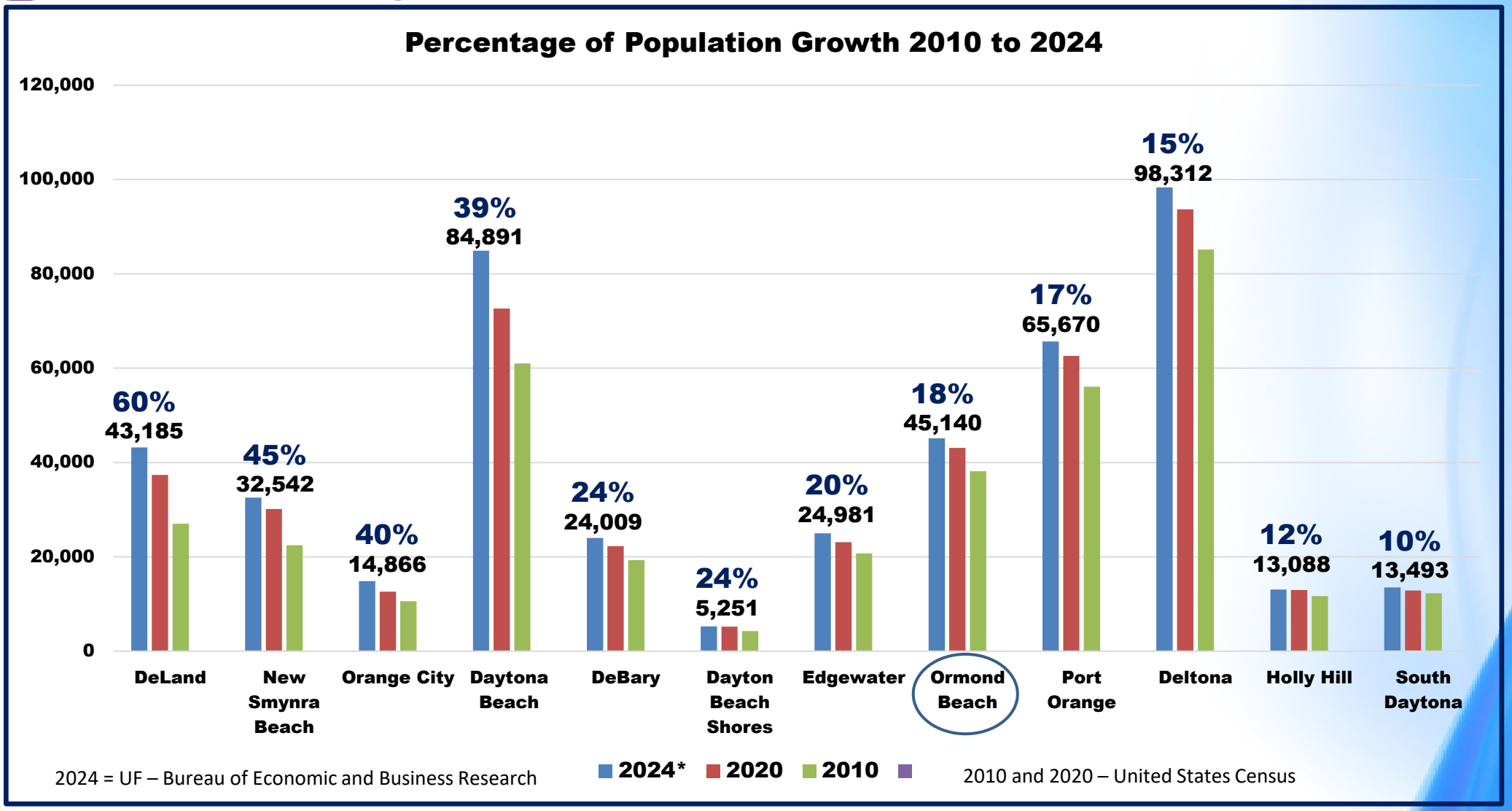
Population Projections

Year	Population Projection
2025	46,255
2030	50,733
2035	55,238
2040	58,986
2045	63,542



Comprehensive Plan 2045 Update

Percentage of Population Growth 2010 to 2024



Comprehensive Plan 2045 Update

TRANSPORTATION ELEMENT

This Element focuses on long range transportation planning that considers the physical environment when making roadway decisions while also encouraging multi-modal alternatives.

Board Review Date:

Planning Board: 11/14/2024



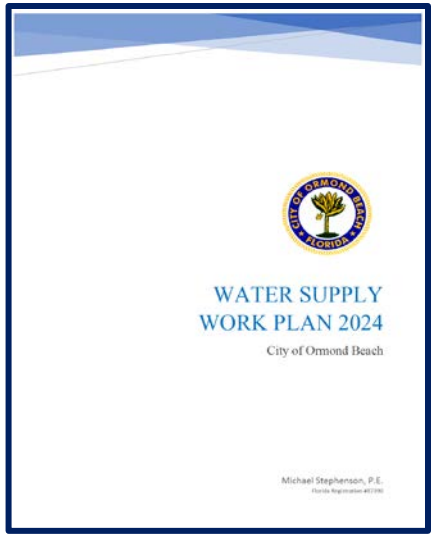
KEY UPDATES OF THE ELEMENT

- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.)
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added "Complete Street" Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.

Comprehensive Plan 2045 Update

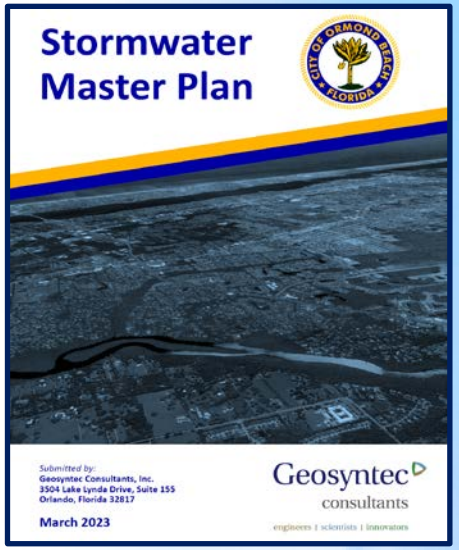
UTILITIES ELEMENT

This Element focuses on providing and maintaining potable water, sewer, re-claim water, and stormwater service in accordance with adopted level-of-services.



Board Review Date:

Planning Board:
11/14/2024



KEY UPDATES OF THE ELEMENT

- Updated Solid Waste text. (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee. (Objective 1.1.)
- Modified text per Water Supply Work Plan. (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)

Comprehensive Plan 2045 Update

CONSERVATION ELEMENT

This Element focuses on preserving, protecting and enhancing natural resources and environmental diversity.

Board Review Date:

Planning Board: 10/29/2024



KEY UPDATES OF THE ELEMENT

- Amended text regarding air quality. (Objective 8.2. and Policy 8.2.4.)
- Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management. (Goal 10.)
- Deleted certain Policies. (Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.)
- Added Water Supply Policies. (Policies 1.2.7., 5.3.8.)

Comprehensive Plan 2045 Update

COASTAL MANAGEMENT ELEMENT

This Element focuses on identifying vulnerable areas and planning and implementing strategies for preserving, protecting, developing, and where possible, restoring or enhancing the natural resources of the city in defense against flooding and erosion.

Board Review Date:

Planning Board: 11/14/2024



KEY UPDATES OF THE ELEMENT

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes. (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge map.

Comprehensive Plan 2045 Update

HOUSING ELEMENT

This Element focuses on housing availability and ensuring adequate levels-of-service are met for future housing development.

Board Review Date:

Planning Board: 12/12/2024



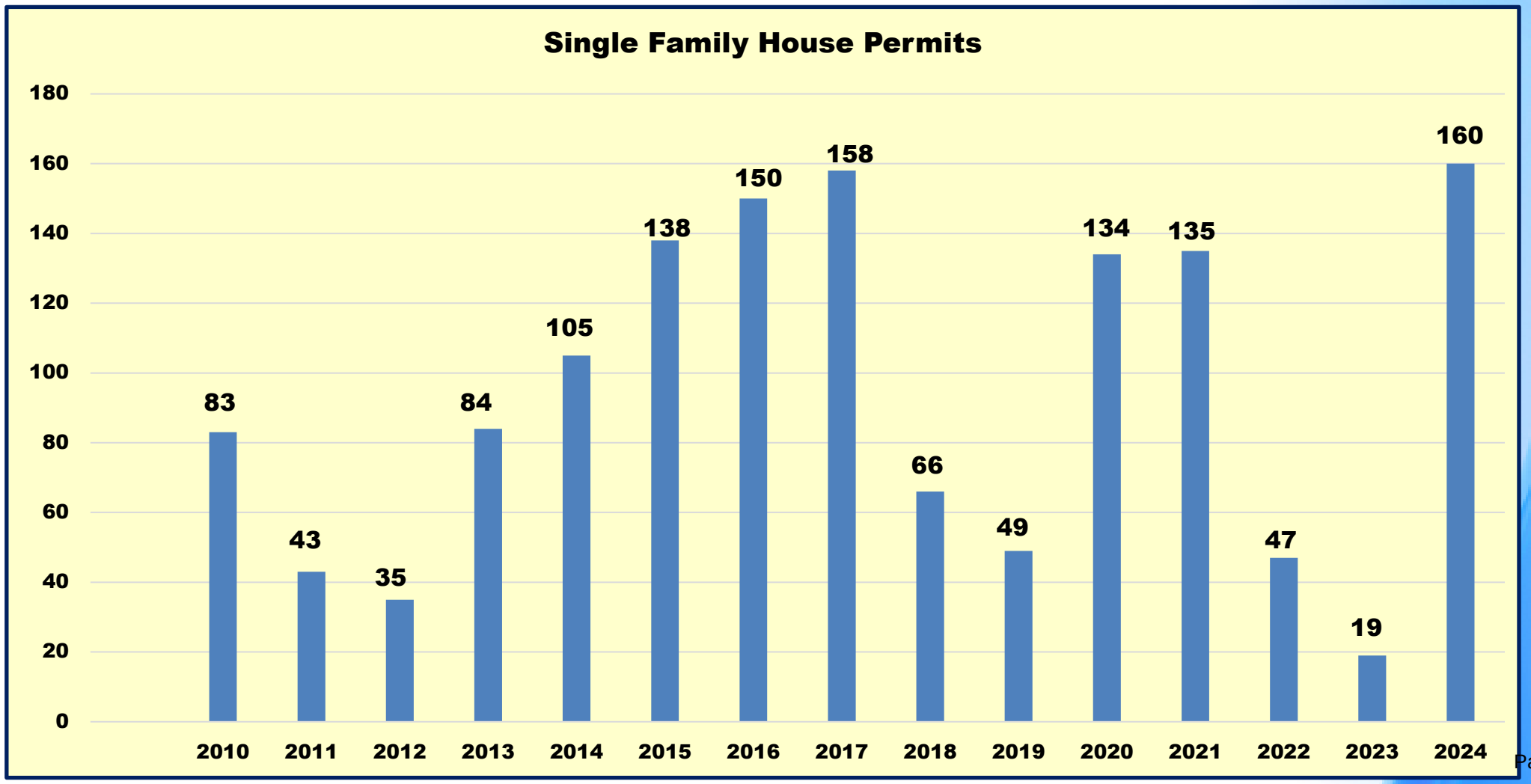
KEY UPDATES OF THE ELEMENT

- Data and analysis summary performed.
- Re-organized Element to include:
- Objective 1.1. Housing Supply
- Objective 1.2. Substandard Housing
- Objective 1.3. Attainable Housing
- Objective 1.4. Group Homes and Foster Care Facilities
- Objective 1.5. Displacement
- Objective 1.6. Historically Significant Housing
- Objective 1.7. Green Building and Sustainable Development

Comprehensive Plan 2045 Update

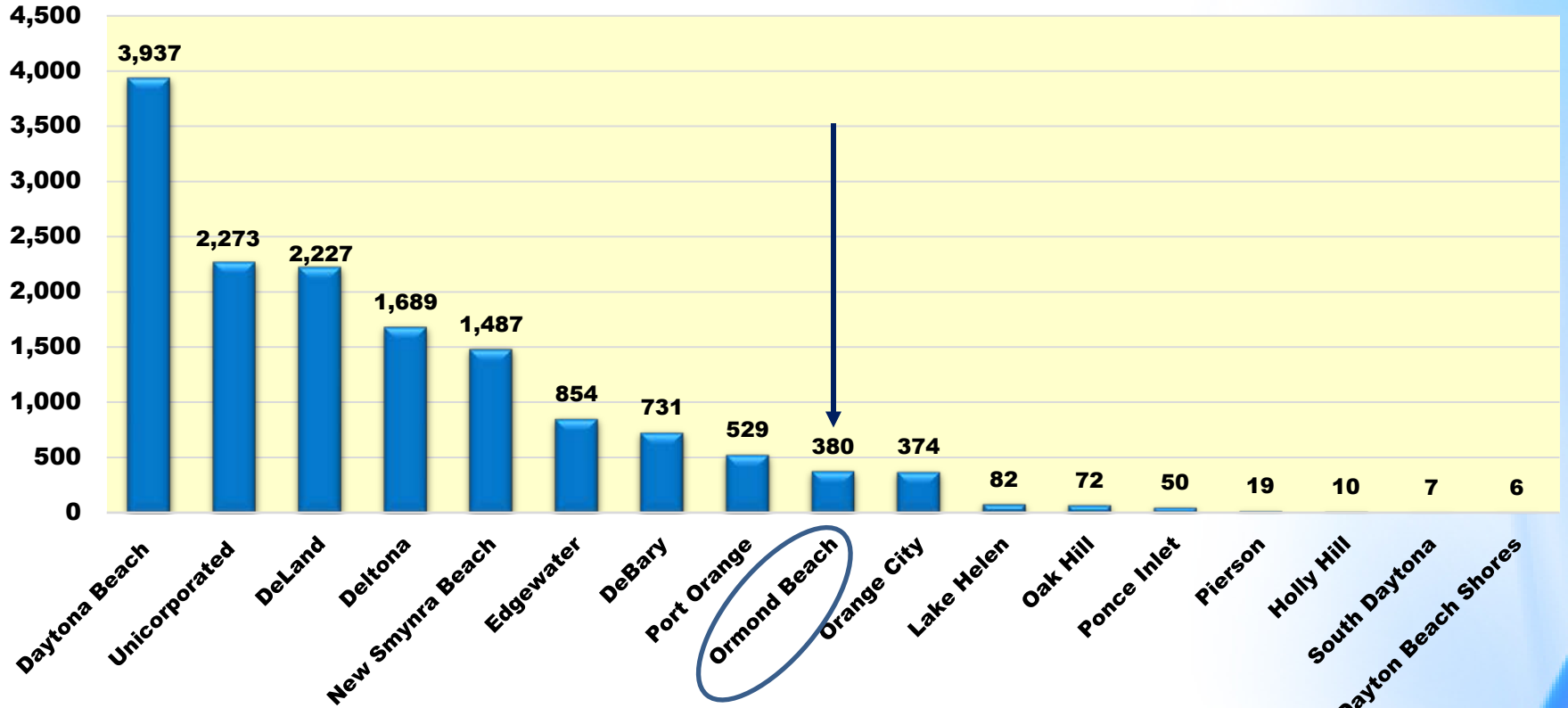
Development Trends

New Single-Family Residential Building Permits



Comprehensive Plan 2045 Update

Volusia County Residential New Construction Building Permits, Quarter 1, 2020 to Quarter 3, 2024





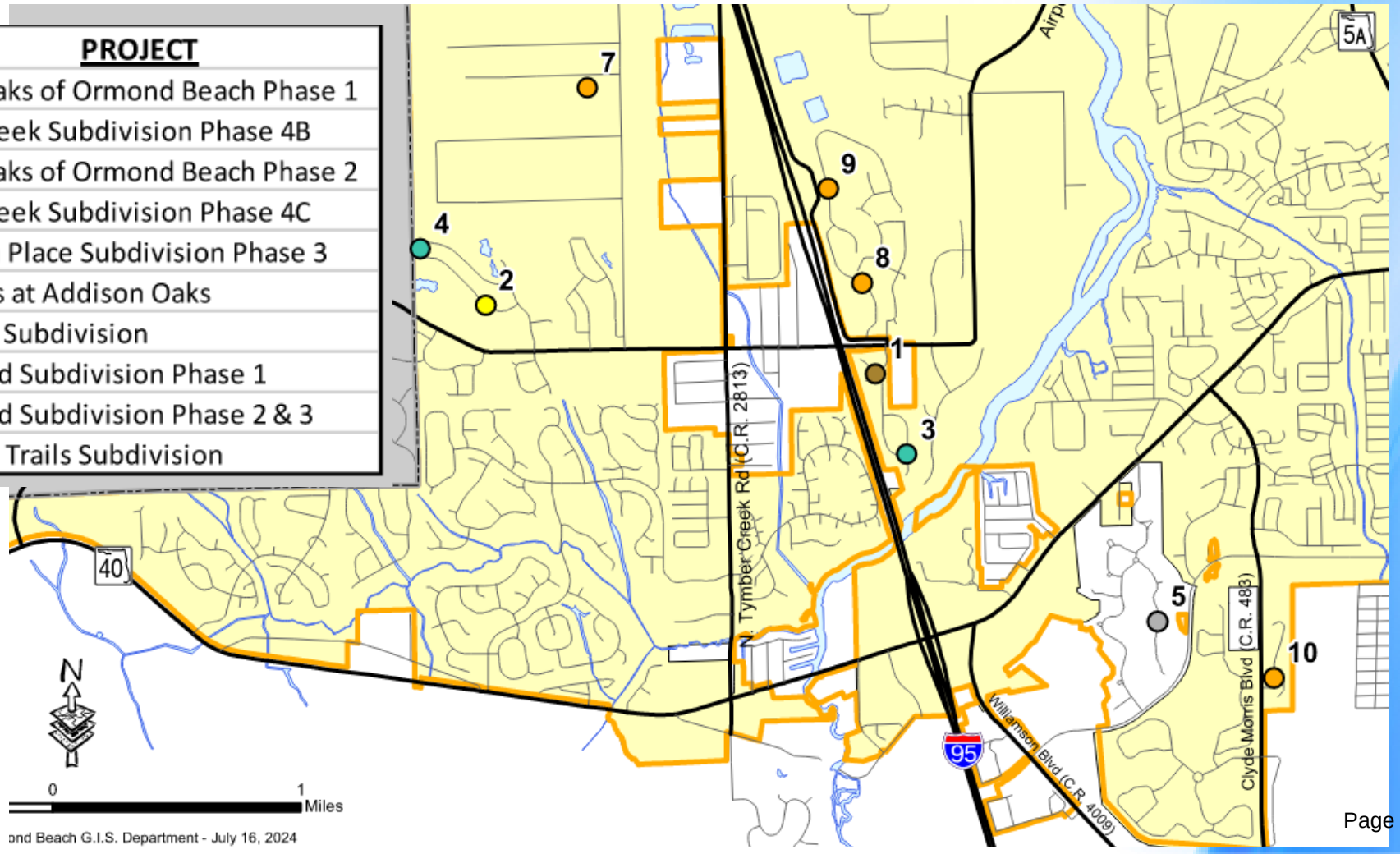
Source: Volusia County Economic Development, https://www.floridabusiness.org/research-center/q-books.stml

Comprehensive Plan 2045 Update

Development Trends

Residential platting of new single-family lots, 2010 - 2019

YEAR	MAP ID	PROJECT
2014	1	River Oaks of Ormond Beach Phase 1
2015	2	Deer Creek Subdivision Phase 4B
2016	3	River Oaks of Ormond Beach Phase 2
2016	4	Deer Creek Subdivision Phase 4C
2017	5	Chelsea Place Subdivision Phase 3
2017	6	Gardens at Addison Oaks
2019	7	Grenier Subdivision
2019	8	Pineland Subdivision Phase 1
2019	9	Pineland Subdivision Phase 2 & 3
2019	10	Cypress Trails Subdivision

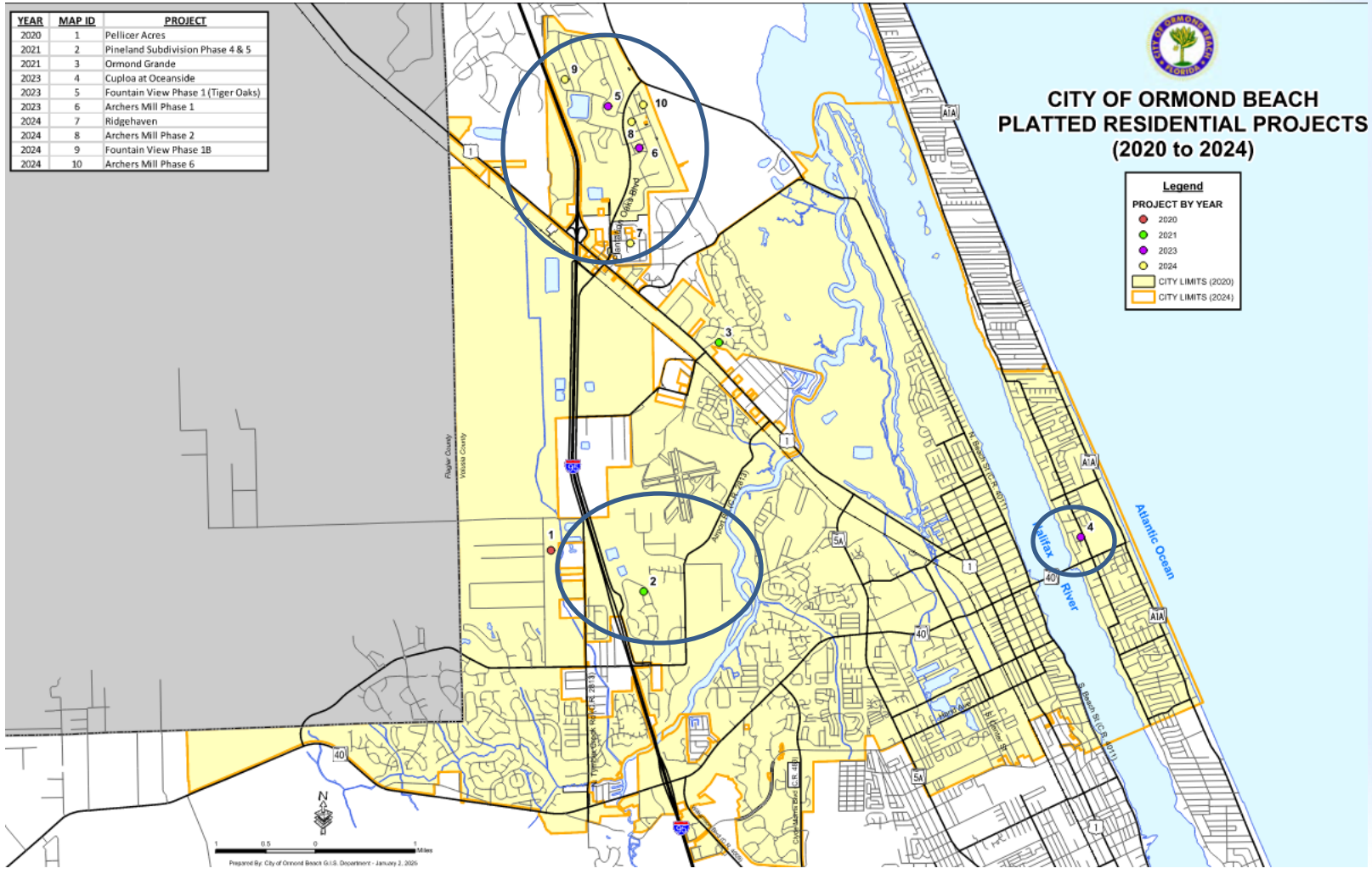


Comprehensive Plan 2045 Update

Development Trends

Residential platting of new single-family lots, 2020 - 2024

YEAR	MAP ID	PROJECT
2020	1	Pellicer Acres
2021	2	Pineland Subdivision Phase 4 & 5
2021	3	Ormond Grande
2023	4	Cuploa at Oceanside
2023	5	Fountain View Phase 1 (Tiger Oaks)
2023	6	Archers Mill Phase 1
2024	7	Ridgehaven
2024	8	Archers Mill Phase 2
2024	9	Fountain View Phase 1B
2024	10	Archers Mill Phase 6

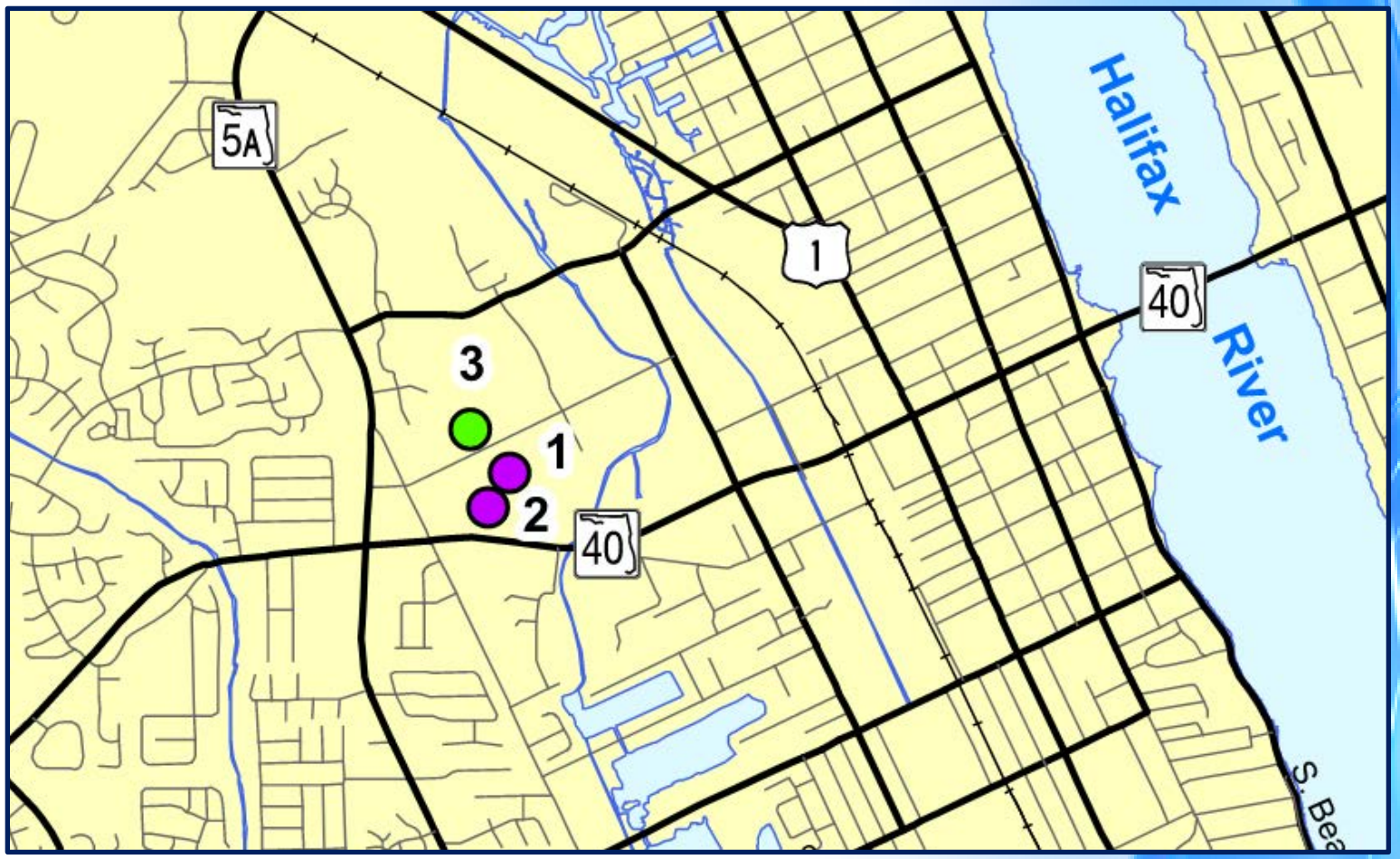


Comprehensive Plan 2045 Update

Development Trends

Multi-family developments 2010 - 2024

1. **Madison Glen** – 96 units, 2010 – Sterthaus Drive
2. **Olive Grove** – 88 units, 2010 – West Granada Boulevard
3. **Ormond Renaissance Condo** – 28 units (one building), 2018 – Sterthaus Drive

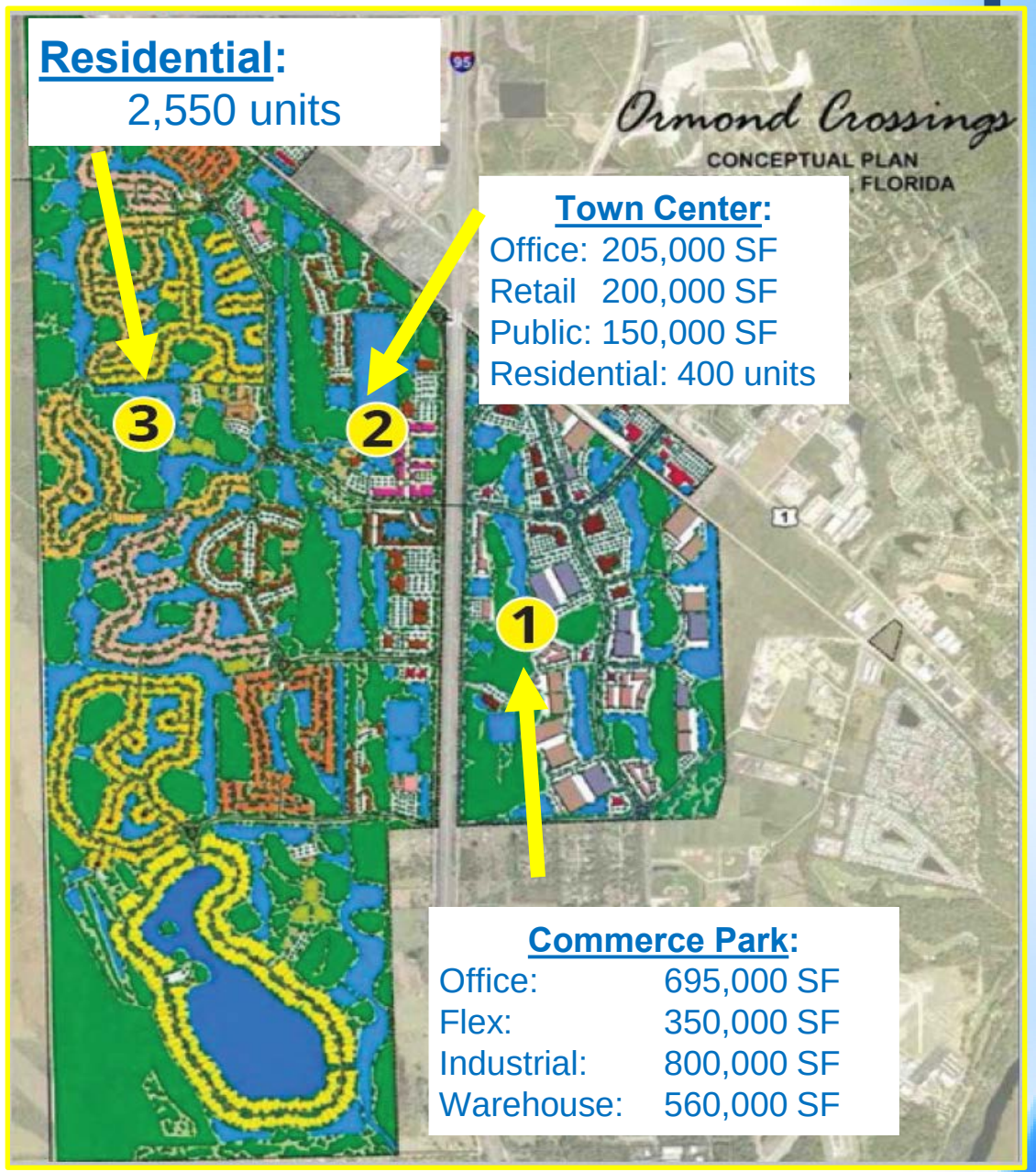


Comprehensive Plan 2045 Update

Areas of Growth
Ormond Crossings

Gross density of residential area (#3) = 1.38 units per acre.

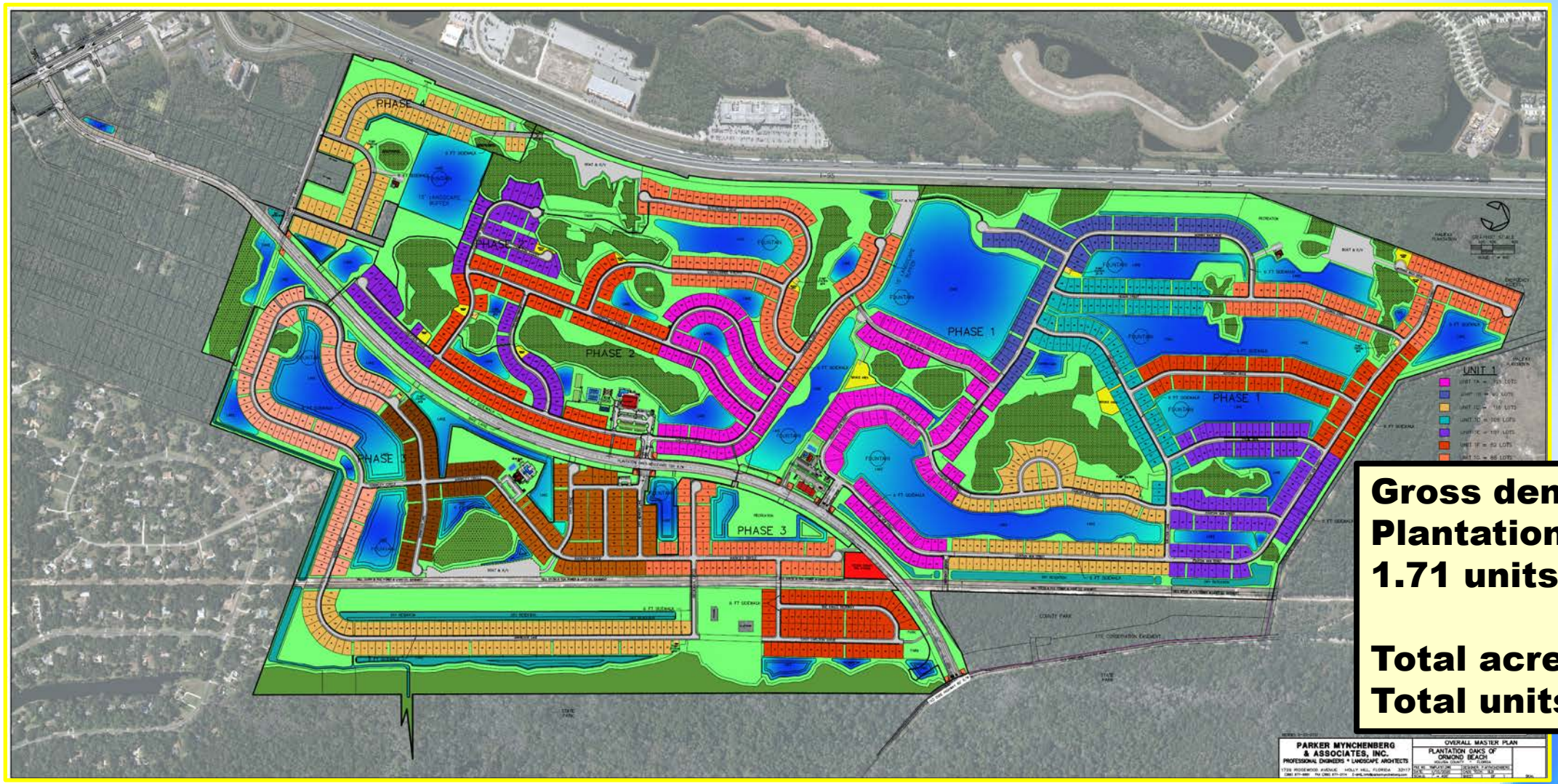
Total acres = 1847.32
Total units = 2,550



Comprehensive Plan 2045 Update

Areas of Growth

Plantation Oaks



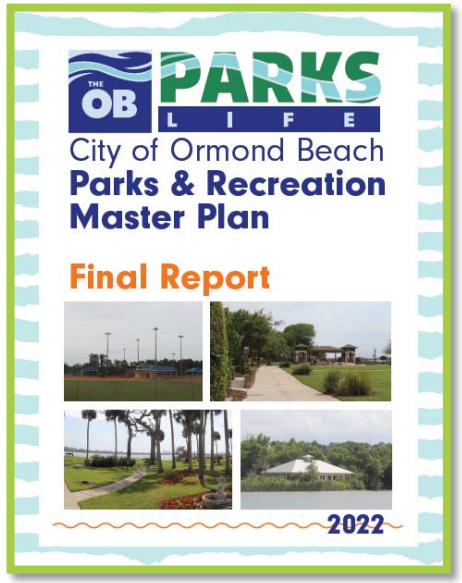
Gross density of Plantation Oaks = 1.71 units per acre.

Total acres = 1,015.47
Total units = 1,740

Comprehensive Plan 2045 Update

PARKS AND RECREATION ELEMENT

This Element focuses on providing and maintaining recreation areas, facilities and activities and access to them.



Board Review Dates:

Leisure Services Advisory Board: 09/11/2024

Planning Board: 10/29/2024

Quality of Life Advisory Board: 12/05/2024

KEY UPDATES OF THE ELEMENT

- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Discussion of Leisure Services Department name to Parks and Recreation Department
- Updated Americans with Disabilities Act policies consistent with master plan recommendations. (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)
- Deleted accomplished Policies. (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- Added Master Park/Recreation and Facilities, Ormond Scenic Loop and Trail maps. (Figures 1 and 2)

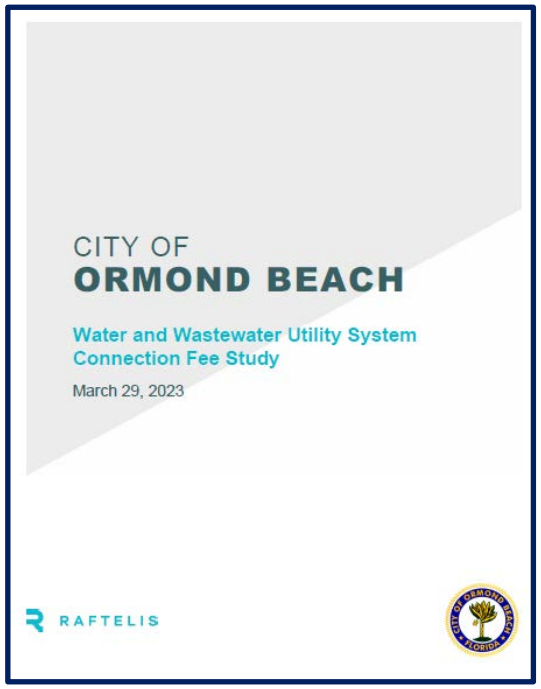
Comprehensive Plan 2045 Update

CAPITAL IMPROVEMENTS ELEMENT

This Element focuses on planning for and implementing capital improvements in accordance with adopted levels-of-service.

Board Review Date:

Planning Board: 12/12/2024



KEY UPDATES OF THE ELEMENT

- Schedule of Capital Improvements linked to Capital Improvements Program.
- Updated Coastal High Hazard Area Policies. (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- Updated Level-of-Service standards (water, sanitary sewer, and solid waste). (Policy 1.3.2.)
- Changed term for impact fee for water and sewer, to connection fees, and updated policies. (Objective 1.4., Policies 1.4.2. and 1.4.3.)

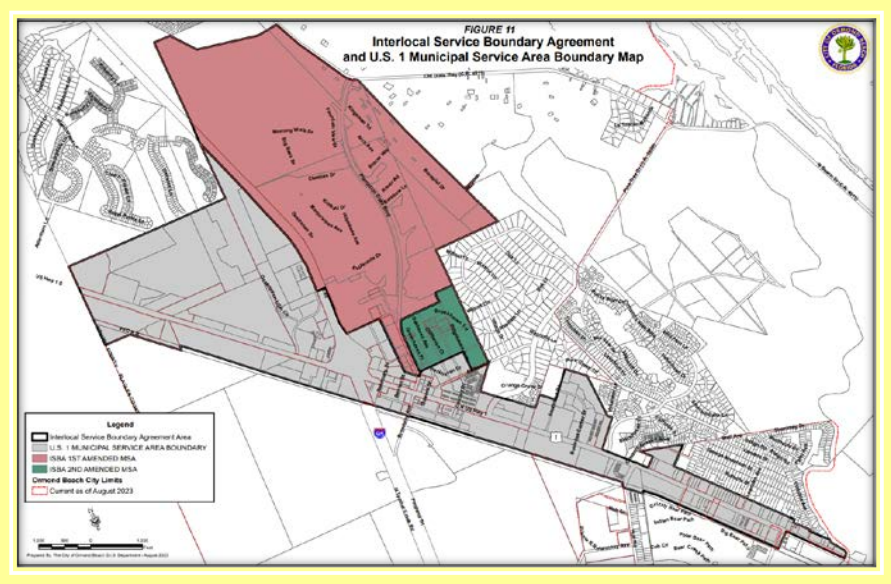
Comprehensive Plan 2045 Update

INTERGOVERNMENTAL COORDINATION ELEMENT

This Element focuses on establishing and maintaining effective coordination to address multi-jurisdictional issues of concern.

Board Review Date:

Planning Board: 10/29/2024



KEY UPDATES OF THE ELEMENT

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)

Comprehensive Plan 2045 Update

CULTURAL AND HISTORICAL RESOURCES ELEMENT

This Element focuses on preserving, protecting and promoting historical resources and cultural activities throughout the City.

Board Review Dates:

Leisure Services Advisory Board: 09/11/2024
Historic Landmark Preservation Board: 09/16/2024
Planning Board: 10/29/2024
Quality of Life Advisory Board: 12/05/2024
Historic Landmark Preservation Board: 12/16/2024



KEY UPDATES OF THE ELEMENT

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)
- Deleted accomplished Policies. (Policy 1.2.1. – Rockefeller Gardens restoration, and Policy 1.2.2. – Birthplace of Speed Museum exhibit)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)

Comprehensive Plan 2045 Update

PUBLIC SCHOOL FACILITIES ELEMENT

This Element focuses on coordinating with the Volusia County School District to provide and maintain a public education system which meets the needs of Volusia County's current and future populations.

Board Review Date:

Planning Board: 12/12/2024



KEY UPDATES OF THE ELEMENT

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map

Comprehensive Plan 2045 Update

PROPERTY RIGHTS ELEMENT

This Element focuses on ensuring that private property rights are considered in local decision-making.

Board Review Date:

Planning Board: 10/29/2024



KEY ASPECTS OF THE ELEMENT

- No proposed changes
- State-required element
- Respect judicially acknowledged and constitutionally protected private property rights (Goal 1.)

Comprehensive Plan 2045 Update

Next Steps

- ❑ April 15, 2025 – City Commission Comprehensive Plan amendments public hearing, 1st reading – transmittal.
- ❑ April 25, 2025 – (on or before) transmit to state agencies, Volusia County Growth Management Commission and abutting jurisdictions.
- ❑ To be determined – City Commission Comprehensive Plan amendments public hearing, 2nd reading – adoption of amendments.

Project website:

https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 4:
REVIEW MATRIX

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
PLAN ADMININSTRATION DECEMBER 29, 2024							
~~A.~~ INTRODUCTION This Chapter sets forth the guidelines and criteria for administering the Ormond Beach Comprehensive Plan. Proper Plan administration requires the establishment of procedures to ensure that the Plan provides for a means of Plan interpretation, Plan interpretation appeals, and Plan amendment.	X						No changes to text, modify format
~~B.~~ PLAN INTERPRETATION It is the responsibility of the Planning Department Director (hereinafter referred to as the Director) to interpret the Comprehensive Plan and its application to public and private land and to activities permitted thereon. Plan interpretations are to be based on the applicable text, maps, figures and tables within the adopted Comprehensive Plan along with the support documentation developed to support the Comprehensive Plan. Plan interpretations shall be based upon the following guidelines: 1. Use and Status of Support Documentation – The City's supporting data and analysis establishes the base data complied to support the Comprehensive Plan. The support documentation is not adopted as part of the Plan but may be used in any review, interpretation and update of the adopted Comprehensive Plan. The support documentation may be updated periodically and portions may be incorporated as a Plan amendment if deemed appropriate. 2. Interpretation of Conflicts – Conflicts shall be judged under the following guidelines: a. In the event of any difference of meaning or implication between the text of the Plan and any caption, illustration, summary table, or illustrative table, the text shall control. b. In the event of an apparent conflict between the Future Land Use Map and any other map or figure in the adopted Comprehensive Plan, the Future Land Use Map shall control.	X						Modify format. Spell out Florida Statues

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						
	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
c. In the event of an apparent conflict between Plan goals, objectives and policies or any other portion of the Plan text, the Plan goals, objectives and policies shall control. 3. Interpretation of Undefined Terms – Terms not otherwise defined herein shall be interpreted first by reference to the relevant provisions of the Local Government Comprehensive Planning and Land Development Regulation Act Part II, Chapter 163 ~~F.S.~~ Florida Statues, or other relevant and appropriate State Statutes or Administrative Rules if specifically defined therein; secondly, by reference to generally accepted planning or otherwise professional terminology if technical; and otherwise according to the latest edition of Webster's New Collegiate Dictionary. 4. Administrative Interpretations – It is the responsibility of the Director to make Comprehensive Plan administrative interpretations. Applications for an administrative interpretation together with the appropriate fee as may be required by resolution of the City Commission shall be filed with the Director. Administrative interpretations may be required as a result of one of the following actions: a. Failure to obtain a Comprehensive Plan consistency finding based on submission of a building permit, or subdivision or site plan application: In the event a building permit, or subdivision or site plan application is found inconsistent with the Plan, the application may be forwarded to the Director for an administrative interpretation. The building permit, or subdivision or site plan application shall serve as the application for an administrative interpretation. b. Request for interpretation of land use designation boundaries: Written requests are required for administrative interpretations related to land use designation boundaries. The request shall include a legal description of the parcel(s) and depending on the circumstance a current survey may be required. The applicant may submit additional materials that he feels supports his application and the Director may ask for additional information to explain said request. c. Any other action that would require a Comprehensive Plan interpretation.							

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						
	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Any affected party may make application for an administrative interpretation of the Comprehensive Plan. The application would be for a set of circumstances not covered under one of the aforementioned interpretations. Specifically, the application shall include a written statement which clearly identifies the section or sections of the Plan for which an interpretation is required along with references to text, maps, figures and support document(s) which the applicant feels supports the application. 5. Administrative Interpretation of Plan Consistency and its Relationship to the Concurrency Provisions of the Capital Improvements Element – An administrative interpretation resulting in a determination of consistency does not constitute a determination of concurrency, which is a separate determination that is subject to Article 7, Concurrency Management, of the City Land Development Code and the concurrency provisions of the Comprehensive Plan's Capital Improvements Element. 6. Appeal of an Administrative Interpretation – Any administrative interpretation made by the Director under the provisions of this Chapter may be appealed to the City Commission. Appeals may be initiated by any person aggrieved, or by any officer, board, department or agency of City Government. An appeal shall be submitted within 10 days after rendition of the interpretation by filing with the Director and with the Legal Department, a written Notice of Appeal specifying its grounds together with the appropriate fee, as may be required by resolution of the City Commission. The appeal shall be submitted on a form prescribed by the Director. Upon receipt of the Notice of Appeal, the Director shall transmit to the City Commission all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision. In its deliberations, the City Commission shall decide that the interpretation of the Director is either consistent or inconsistent with the Comprehensive Plan and then shall direct the disposition of the appeal. In lieu of a consistency/inconsistency ruling, the Commission may determine that the scope of the appeal goes beyond a simple interpretation of the Plan and deals with a substantive issue affecting City policy. Having made such a determination, the City Commission may then refer the application to the Planning Board. The Board							

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						
	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
shall review the appeal to determine its policy implications and recommend whether or not the appeal would constitute a Comprehensive Plan amendment. 7. Recourses to Decisions of the City Commission – Any City Commission decision on an administrative interpretation may be appealed by an aggrieved person, to the Circuit Court for review by certiorari, within 30 days after the rendition of the City Commission decision. The aggrieved person shall notify all interested persons as required by law and shall have established a record before the City Commission during its hearing on the appeal.							
~~C.~~ **PLAN AMENDMENTS** From time to time it will be necessary to amend the Comprehensive Plan to keep up with changing conditions, to comply with State mandated updates and evaluations, to achieve implementation of the Plan and to provide citizens and affected parties a means of recourse to participate in the City's Comprehensive Plan Program. All amendments to the Comprehensive Plan shall, as a minimum, comply with the advertising requirements as prescribed by Part II, Chapter 163 F.S. and by City Ordinance. Any action which requires that a change be made to any of the maps, text, figures, tables or charts and any other change having the effect of altering the use of land as prescribed by this Plan shall be deemed to require a Comprehensive Plan amendment. Plan amendments may be initiated by elected bodies, public agencies, appointed officials, advisory boards, public, semi-public or private utilities, individuals and groups, or any other affected person or combinations thereof. 1. Types of Comprehensive Plan Amendments – The Comprehensive Plan may be amended as a result of one of the following types of applications: a. Mandated Amendment - an amendment required to comply with State laws and rules thereof. A mandated amendment would include court directed settlements in accord with State law. b. Administrative Amendment – an amendment which is initiated by the City Commission through their own actions or acting on the advice or recommendation of the Planning Board, staff or other agency of government.						X	Section 163.3184 F.S was amended and changed the processing requirements. There are no longer comprehensive plan amendment cycles.

Recommended Action						
Keep	Delete	New	Replace	Move	Modify	Explanation/Modification

c. Development Amendment – an amendment which is initiated by the property owner or their authorized agent to change the Plan so that a particular development type or land use not otherwise consistent with the Plan, would become consistent following the adoption of the amendment. Applicants may be a single individual owning a single parcel or two or more individuals owning contiguous land areas. Applicants may also be an individual or groups of individuals owning 51~~%~~ percent or more of the subject land area. Applicants may be private individuals sponsoring a residential, commercial, industrial or related use or a public agency sponsoring a public use amendment subject to the Comprehensive Plan.

d. Small Scale Development Amendment – a Development Amendment that qualifies under the small-scale development amendment provisions of Section 163.3187~~(1)~~(a-c) F.S. and Section 3, below. ~~This Section exempts small-scale amendments from the two-a-year amendment limitations and provides for an accelerated review and adoption schedule.~~

2. Submission of an Application for a Comprehensive Plan Amendment –

a. Mandated and Administrative Amendments shall not require a formal application, but shall be processed consistent with the amendment requirements of Part II, Chapter 163 F.S. ~~and Administrative Rule 9J-5~~. No fee is required for a Mandated or Administrative Plan Amendment.

b. Development Amendment applications shall be submitted to the Planning Department on a form prescribed by the Director, together with the appropriate fee as may be required by resolution of the City Commission. Development Amendments may require a pre-application meeting. If required, the Planning Department will schedule the pre-application meeting and may invite other public agencies and representatives as appropriate to attend the meeting.

3. Notification Requirements of Small-Scale Development Amendments –

Small-Scale Development Amendments require the notification of adjacent property owners in the manner described herein:

(continued)
Section 163.3184 F.S was amended and changed the processing requirements. There are no longer comprehensive plan amendment cycles.

Administrative Rule 9J-5 was repealed in 2011 and all references are now obsolete.

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						
	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
For the purpose of a Small-Scale Amendment, adjoining property is intended to include property for which any portion of the boundary is contiguous to any portion of the boundary of the property encompassed by the proposed "Small-Scale Amendment" and which is not owned or leased by the individual(s) having ownership of the property encompassed by the proposed Small-Scale Amendment. In the case of an intervening easement or right-of-way, this term shall mean the property adjoining said easement or right-of-way which is not owned by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. Where the proposed Small-Scale Amendment encompasses part of a larger property owned or leased by the same individual(s), the boundary of the larger property shall be used to determine the adjoining property(ies). At least ten days prior to the Planning Board and City Commission scheduled public hearing date, the ~~landowner, or his duly authorized agent,~~ city shall mail notice of the public hearing to the owner(s) of adjoining property. The latest ad valorem tax record shall be used to identify the name and address of the adjoining property owner(s). Said notice, which is to be mailed by ~~certified~~ regular mail ~~- return receipt requested~~, shall set forth the time, day, place and purpose of the public hearing. ~~The Planning Department will provide the owner or his authorized agent with a notice form. The owner or his authorized agent shall acknowledge receipt of the notice form.~~ It is the intent of this provision that only one said mailing is required to be sent to the owner(s) of the property involved in the proposed Small-Scale Amendment which is not owned or leased by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. A copy of said notice shall be available for public inspection during the Planning Department's regular business hours. 4. Processing of Plan Amendment Applications – Upon the Director's determination that the application is complete, the Department shall prepare a staff report with all applicable exhibits, information and materials and schedule the application for a Planning Board hearing. The Planning Board shall consider the staff report and forward its recommendation on said Plan amendment to the City Commission. It shall be the responsibility of the City Commission to							(continued) Section 163.3187(1)(a-c) F.S was amended and Small Scale amendments are now defined as 50 acres or less instead of 10 acres. The City requires mail notice of small scale land amendments above state notification requirements. Staff proposes to also require mail notice for City Commission meeting (performed now as policy). Staff has discovered

~~INTRODUCTION~~ PLAN ADMINISTRATION	Recommended Action						
	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
approve, approve with conditions, continue, or deny the Plan amendment. All Plan amendments must meet the requirements as set forth by Part II, Chapter 163, F.S. and Section 3 above, ~~for Small-Scale Amendment~~ and the applicable Rules of the Volusia Growth Management Commission. Plan amendments are not in effect until the Volusia Growth Management Commission makes a determination of consistency in accordance with their Rules and the Florida Department of Community Affairs determines that the Plan amendment is in compliance with Part II, Chapter 163 F.S. ~~and Administrative Rule 9J-5~~.							that regular mail notice has been more effective in reaching property owners and residents. Modify format.
~~D.~~ **RIGHT TO CHALLENGE DEVELOPMENT ORDER CONSISTENCY WITH COMPREHENSIVE PLAN** The right of any aggrieved or adversely affected party to bring action for injunctive or other relief against the City of Ormond Beach to prevent the City Commission from taking any action on a development order that is not consistent with the Comprehensive Plan shall be as set forth in ~~Part II, Chapter~~ Section 163.3215 F.S.							No changes to text, modify format
ACRONYMS AND ABBREVIATIONS			X				All new acronyms and abbreviations added, see element for complete list.
DEFINITIONS OF TERMS AND WORDS			X				All new definitions added, see element for complete list.

Goals, Objectives, Policies		Recommended Action						
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025								
OVERVIEW	The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Ormond Beach through ~~2025~~ 2045. It identifies locations in the City of Ormond Beach where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the Comprehensive Plan as a framework for future development. The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City's policy regarding future zoning and land use patterns. The major goal of the Future Land Use Element is to achieve the highest quality of life for all the residents of the City, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principals. The element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.							X	Minor text amendment to update to the new long-range planning year.
	Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Ormond Beach Comprehensive Plan.								
	In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive							X	9J-5 was repealed in 2011 and Section 163.3177 was updated. Spelled out F.S. acronym

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OVERVIEW	special attention to ensure proper management of the City's natural and historic resources. The Future Land Use Element contains all of the material required by Section 163.3177, *Florida Statutes,* ~~(6)(a), (F.S.) and Section 9J-5.006, Florida Administrative Code (F.A.C.)~~ which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map presented as Figure 1.								
GOAL 1. FUTURE LAND USE CATEGORIES	**The Future Land Use categories are declared to be a part of the adopted Future Land Use Policies. The general future land use categories have been developed to help in the determination of where development should occur through ~~2025~~ 2045. The categories are described ~~below:~~ in the objectives and policies below.**							X	Modify date. Converted format into Goals, Objectives, and Policies.
~~1.~~ OBJECTIVE 1.1. RESIDENTIAL	**The Future Land Use Map shall include the following Residential land use categories.**				X				Converted format into Goals, Objectives, and Policies.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.1.1.	~~A.~~ **Rural Estate/Agriculture (REA)** *Purpose:* To protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio. *Density:* 1 unit per five acres *Maximum ~~FAR~~ Floor Area Ratio:* 0.2							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.1.2.	~~B.~~ **Rural Residential (RR)** *Purpose:* To provide one-acre or larger "exurban" homesites for those landowners who desire a semi-rural environment in close proximity to urban facilities and services. Areas in this classification can also serve as a transition zone between Rural Estate/Agricultural uses and areas proposed for development at suburban level densities. Institutional uses may be permitted in accordance with the maximum floor area ratio. *Density:* 1 unit per 2.5 acres to 1 unit per acre *Maximum ~~FAR~~ Floor Area Ratio:* 0.2							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.1.3.	~~C.~~ **Suburban Low Density Residential (SLDR)** *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							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.1.3.	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 the 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* ~~FAR~~ *Floor Area Ratio*: 0.2							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.1.4.	~~D.~~ **Low Density Residential (LDR)** *Purpose:* To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio. *Density:* up to 4.3 units per acre Maximum ~~FAR~~ *Floor Area Ratio*: 0.2							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.1.5.	~~E.~~ **Medium Density Residential (MDR)** *Purpose:* To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio. *Density:* Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed. *Maximum ~~FAR~~ Floor Area Ratio:* 0.3							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.1.6.	~~F.~~ **High Density Residential (~~M~~HDR)** *Purpose:* To provide lands suitable for the development of multi-family residential structures. Institutional uses may be permitted in accordance with the maximum floor area ratio. *Density:* Minimum 12-32 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* 0.3							X	Converted format into Goals, Objectives, and Policies. Corrected MDR to HDR Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
~~2.~~ **OBJECTIVE 1.2. COMMERCIAL**	**The Future Land Use Map shall include the following Commercial land use categories.**				X				Converted format into Goals, Objectives, and Policies
POLICY 1.2.1.	~~A.~~ **General Commercial (GC)** *Purpose:* A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2. *Density:* Maximum: 32 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* 0.7 (2.0 within the Downtown Community Redevelopment area)							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.2.2.	~~B.~~ **Heavy Commercial (HC)** *Purpose:* A multi-use land use category 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. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2. *Density:* Maximum: 18 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* 0.8							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.2.3.	~~C.~~ **Tourist Commercial (TC)** *Purpose:* A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2. *Density:* Maximum: 32 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* 1.5								
POLICY 1.2.4.	~~D.~~ **Residential, Office, Retail (ROR)** *Purpose:* A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2. *Density:* Maximum: 15 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
POLICY 1.2.5.	~~E.~~ **Low Intensity Commercial (LIC)** *Purpose:* A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2. *Density:* Maximum 10 units per acre. *Maximum ~~FAR~~ Floor Area Ratio:* 0.6							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025									
~~3.~~ **OBJECTIVE 1.3. PUBLIC INSTITUTIONAL**	**The Future Land Use Map shall include the following Public Institutional land use category.**				X				Converted format into Goals, Objectives, and Policies.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.3.1.	~~A.~~ **Public Institutional (PI)** *Purpose:* This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airport, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses. The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required. Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted. *Density:* ~~Maximum:~~ Not permitted. *Maximum ~~FAR~~ Floor Area Ratio:* 0.8 ~~(2.0 within the Downtown Community Redevelopment area)~~							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
~~4.~~ **OBJECTIVE 1.4. INDUSTRIAL**	**The Future Land Use Map shall include the following Industrial land use category.**				X				Converted format into Goals, Objectives, and Policies.
POLICY 1.4.1.	~~A.~~ Light Industrial/Utilities (LI/U)							X	Converted format into Goals, Objectives, and Policies.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit. *Density:* Not permitted. *Maximum ~~FAR~~ Floor Area Ratio:* 0.8								Spell out Floor Area Ratio
	~~B. Heavy Industrial~~ ~~Purpose: To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.~~ ~~Density: Not permitted.~~ ~~Maximum FAR: 0.75~~			X					The area around Hull Road had property in Volusia County that is designated for Heavy Industrial uses. Development of residential uses, the municipal airport, and sports complex makes the Heavy Industrial use incompatible with existing land uses.
~~5.~~ OBJECTIVE 1.5. RECREATION/ OPEN SPACE	**The Future Land Use Map shall include the following Recreation/Open Space land use category.**				X				Converted format into Goals, Objectives, and Policies.
POLICY 1.5.1.	~~**A.**~~ **Recreation/Open Space (R/OS)** *Purpose:* To provide land for public, semipublic, or privately-owned areas intended for active recreational uses. Permitted uses within this							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	category include ball fields, golf courses, archery ranges, sports complexes, outdoor recreation areas, contoured golf courses, public parks, picnic areas and gymnasiums. Recreation uses are provided for in all zoning districts as principal uses or special exceptions depending on the specific districts and whether they are public or private and indoor or outdoor. *Density:* Not permitted. *Maximum ~~FAR~~ Floor Area Ratio:* 0.5								
~~6.~~ OBJECTIVE 1.6. OPEN SPACE/ CONSERVATION	**he Future Land Use Map shall include the following Open Space/Conservation land use category.**				X				Converted format into Goals, Objectives, and Policies.
POLICY 1.6.1.	**~~A. Open Space/Conservation (OS/C).~~** *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 waterbody, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts. *Density:* Not permitted. *Maximum ~~FAR~~ Floor Area Ratio:* 0.5							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
	~~B. **Activity Center**~~ ~~Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. Density and intensity standards are listed under Policy 1.7.7 of the Future Land Use Element.~~						X		Created new Objective 1.7.

<table>
<tr><th rowspan="2">Goals, Objectives, Policies</th><th></th><th colspan="6">Recommended Action</th><th></th></tr>
<tr><th>FL Statute Citation</th><th>Keep</th><th>Delete</th><th>New</th><th>Replace</th><th>Move</th><th>Modify</th><th>Explanation/Modification</th></tr>
<tr><td colspan="9">Future Land Use Element, February 18, 2025</td></tr>
<tr><td><u>OBJECTIVE 1.7.
ACTIVITY CENTER</u></td><td><u>The Future Land Use Map shall include the following Activity Center land use category.</u></td><td></td><td></td><td></td><td>X</td><td></td><td></td><td></td><td>Converted format into Goals, Objectives, and Policies.</td></tr>
<tr><td><u>POLICY 1.7.1.</u></td><td><s>B.</s> <u>Activity Center</u>
<u>Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.</u>
<u>Density: Maximum 2,950 residential units.</u>
<u>Non-Residential Building Area permitted:</u>
<table>
<tr><th><u>Land Use</u></th><th><u>Total Non-Residential Building Area (1)</u></th></tr>
<tr><td><u>Commerce Park:</u></td><td></td></tr>
<tr><td><u>Office</u></td><td><u>900,000 sq. ft.</u></td></tr>
<tr><td><u>Business Park/Flex Space</u></td><td><u>350,000 sq. ft.</u></td></tr>
<tr><td><u>Light Industrial</u></td><td><u>800,000 sq. ft.</u></td></tr>
<tr><td><u>Mini-warehouse</u></td><td><u>240,000 sq. ft.</u></td></tr>
<tr><td><u>Warehouse</u></td><td><u>560,000 sq. ft.</u></td></tr>
<tr><td><u>Commercial</u></td><td><u>200,000 sq. ft.</u></td></tr>
<tr><td><u>Institutional</u></td><td><u>165,000 sq. ft.</u></td></tr>
<tr><td><u>Elementary School</u></td><td><u>720 students</u></td></tr>
</table>
<u>The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to</u></td><td></td><td></td><td></td><td></td><td></td><td></td><td>X</td><td>Re-number from B to Policy 1.1.7.

Added the residential and non-residential entitlements of Policy 1.7.7.

Converted format into Goals, Objectives, and Policies.</td></tr>
</table>

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease per Policy 2.7.7. of the Future Land Use Element.								
~~GOAL 1.~~ GOAL 2. 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 FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.**	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OBJECTIVE ~~1.1.~~ 2.1. RESIDENTIAL LAND USE	**Ensure the availability of adequate lands to meet the residential land use needs of the community.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~1.1.1.~~ 2.1.1.	The basic unit of measurement for residential density is dwelling unit per gross residential acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that portion of the property, which is considered to be submerged lands. Assisted living facilities and transient lodging shall be measured based on the floor area ratio with the maximum number of units established in the Land Development Code.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.1.2.~~ 2.1.2.	Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.							X	No change to text. Re-numbered.
POLICY ~~1.1.3.~~ 2.1.3.	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.							X	No change to text. Re-numbered.
POLICY ~~1.1.4.~~ 2.1.4.	Preserve the single-family estate character of oceanfront properties north of Granada Boulevard. Preserve the existing beachside, single-family residential areas, south of Granada Boulevard and east of South Atlantic Avenue, by maintaining their land use designation of "Low Density Residential."							X	No change to text. Re-numbered.
POLICY ~~1.1.5.~~ 2.1.5.	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.							X	No change to text. Re-numbered.
POLICY ~~1.1.6.~~ 2.1.6.	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.							X	No change to text. Re-numbered.
POLICY ~~1.1.7.~~ 2.1.7.	Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.1.8.~~ 2.1.8.	Maintain the holding capacity requirement of the ~~SLDR~~ Suburban Low Density Residential land use designation in the Land Development Code.							X	Spell out acronym. Re-numbered.
POLICY ~~1.1.9.~~ 2.1.9.	Medium and high-density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.							X	No change to text. Re-numbered.
POLICY ~~1.1.10.~~ 2.1.10.	Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these "opportunity" areas as Medium Density Residential on the Future Land Use Map.							X	No change to text. Re-numbered.
POLICY ~~1.1.11.~~ 2.1.11.	Encourage medium density multi-family residential development within the Downtown ~~CRA~~ Community Redevelopment Area and in areas where excessive commercial uses currently occur. Generally, maintain the current density ranges in the core City while providing for lower density development in the perimeter areas of the City.							X	Spell out acronym. Re-numbered.
POLICY ~~1.1.12.~~ 2.1.12.	The City shall continue to implement its Community Development Block Grant Program to improve the general quality of existing viable, but deteriorating neighborhoods, and remove blighting influences, in accordance with the programs described in the Housing Element. Building and housing codes shall be strictly enforced to help prevent or eliminate urban blight.							X	No change to text. Re-numbered.
POLICY ~~1.1.13.~~ 2.1.13.	Encourage the redevelopment of blighted residential areas and promote the rehabilitation of deteriorated residential areas to increase the supply of affordable housing.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.1.14.~~ 2.1.14.	Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.							X	No change to text. Re-numbered.
~~POLICY 1.1.15.~~	~~Densities in the Medium Density Residential (MDR) land use category shall be limited as provided in Section B of the Future Land Use Element. Notwithstanding, on or after April 1, 1993, whenever an individual site is designated MDR and zoned Manufactured Home Community District (T-1), the density of development of such site shall be limited to a maximum of 5 du/ac.~~ ~~In the event that such site is subsequently rezoned or is otherwise developed under zoning provisions other than those for the Manufactured Home Community District, the maximum density shall nevertheless remain 5 du/ac unless changed pursuant to a duly adopted amendment to the Comprehensive Plan.~~			X					Proposed to be deleted.
POLICY ~~1.1.16.~~ 2.1.15.	Properties with the ~~REA~~ Rural Estate/Agriculture land use designation shall maintain their existing land use density. These properties shall not have their land use modified to permit more intensive residential uses.							X	Spell out acronym. Re-numbered.
OBJECTIVE ~~1.2.~~ 2.2. COMMERCIAL LAND USE	**Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~1.2.1.~~ 2.2.1.	New development and redevelopment shall not exceed the ~~FAR established in Section B~~ Floor Area Ratio established in Goal 1 of the Future Land Use Element. Parking garages shall not be calculated as floor area ratio.							X	Updated acronym and referenced Goal 1. Re-numbered.
POLICY ~~1.2.2.~~ 2.2.2.	Auto based strip commercial development along existing and future roads shall be discouraged while compact centers located near major intersections with adequate off-street parking shall be encouraged. Uses generating high traffic volumes should be restricted to corner locations.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.2.3.~~ 2.2.3.	Shopping centers shall be located in areas along arterials with secondary access to another collector or arterial street providing convenient access to surrounding residential areas as well as opportunity to facilitate return trips. Such uses shall provide adequate off-street parking and loading spaces; adequate on-site traffic circulation; and be encouraged to incorporate landscaping and other aesthetic amenities in their design.							X	No change to text. Re-numbered.
POLICY ~~1.2.4.~~ 2.2.4.	Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.							X	No change to text. Re-numbered.
POLICY ~~1.2.5.~~ 2.2.5.	The redevelopment and renewal of blighted commercial areas shall be encouraged.							X	No change to text. Re-numbered.
POLICY ~~1.2.6.~~ 2.2.6.	New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.							X	No change to text. Re-numbered.
POLICY ~~1.2.7.~~ 2.2.7.	Maintain the tourist commercial character of the A1A corridor, except as noted in Policies ~~1.1.4.~~ 2.1.4. and ~~1.2.4.~~ 2.2.4. Design guidelines ~~should be~~ established in the Land Development Code should be maintained for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.							X	The Land Development Code contains architectural and landscaping requirements for new development. Updated Policy references. Re-numbered.
POLICY ~~1.2.8.~~ 2.2.8.	Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.2.9.~~ 2.2.9.	Commercial uses that require open storage should be developed with such areas in the rear while preserving the road frontage for offices, showrooms and landscaping. Adequate landscape buffers shall be provided and maintained by the property owner.							X	No change to text. Re-numbered.
POLICY ~~1.2.10.~~ 2.2.10.	Commercial truck traffic not destined for residential areas should not travel through residential areas.							X	No change to text. Re-numbered.
POLICY ~~1.2.11.~~ 2.2.11.	The present use of those sites that have billboards shall not be allowed to expand as long as the billboards, which are non-conforming structures, remain. Billboards shall not be permitted to be reconstructed if destroyed as defined by state and local law. Reasonable repair and maintenance, not an expansion, is allowed and replacement material must be like kind as existing material.							X	Major text amendment. Included language on destroyed and repair/maintenance. Re-numbered.
POLICY ~~1.2.12.~~ 2.2.12.	The City shall maintain an overlay district for US1 that encourages redevelopment with a mixture of open space, commercial and industrial uses to the north and commercial to the south, to create an attractive entranceway to the City, as implemented by the Land Development Code.							X	No change to text. Re-numbered.
POLICY ~~1.2.13.~~ 2.2.13.	Those properties for which a ~~BPUD~~ Business Planned Unit Development has been approved in the County can develop under those land uses, provided that the Development Agreement with the County is still valid and in effect. Applicants shall be encouraged to meet City land development standards.							X	Spell out Volusia County acronym. Re-numbered.
POLICY ~~2.1.14.~~ 2.2.14.	The City shall maintain citywide architectural standards for the new development and substantial redevelopment of existing buildings.							X	Include substantial redevelopment (over 50%) for existing buildings. Re-numbered.
OBJECTIVE ~~1.3.~~ 2.3. PUBLIC AND INSTITUTIONAL LAND	**Ensure that public and institutional facilities are developed in support of residential developments and are based on projected needs.**	163.3177						X	Minor text changes. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
USES									
POLICY ~~1.3.1.~~ 2.3.1.	Avoid deterioration of existing City facilities, and encourage renovation or expansion where needed.							X	No change to text. Re-numbered.
POLICY ~~1.3.2.~~ 2.3.2.	Coordinate with the School Board to provide for the location and development of schools where needed. Provide for shared use of facilities wherever feasible.							X	No change to text. Re-numbered.
POLICY ~~1.3.3.~~ 2.3.3.	The location of public and institutional facilities shall maximize their efficient use, minimize their cost and impact on the natural environment, and provide for an adequate level-of-service.							X	No change to text. Re-numbered.
POLICY ~~1.3.4.~~ 2.3.4.	Care facilities such as day-care centers, nursing homes and ~~ALF's~~ assisted living facilities, should be located in areas where their impact will be reduced such as on the perimeter of residential neighborhoods, or within residential neighborhoods on sites that can be developed with adequate buffers to prevent noise, visual, or traffic impacts on residential properties. When located in residential areas, they shall be designed in a way that will not interfere with the character of the neighborhood.							X	Spell out acronym. Re-numbered.
POLICY ~~1.3.5.~~ 2.3.5.	Public and private schools may be located in all zoning districts permitted under the residential and commercial land use classifications, except for the B-2 (Neighborhood Commercial) and the B-6 (Oceanfront Tourist Commercial) zoning district in the Tourist Commercial classification.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OBJECTIVE ~~1.4~~ 2.4. UTILITY/INDUSTRIAL LAND USE~~S~~	**Provide sufficient land area for the location of utility/industrial land uses, and encourage light industrial development in order to provide increased employment opportunities and to broaden the City's economic base.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~1.4.1.~~ 2.4.1.	Light industry shall be encouraged to locate in the community in those areas where transportation, power, and water and sewer facilities are available or can be provided, and where impact on surrounding residential areas and the environment can be kept to a minimum.							X	No change to text. Re-numbered.
~~POLICY 1.4.2.~~	~~Heavy industrial uses shall be located to minimize impacts to adjoining properties, especially residential uses. It is anticipated that some heavy industrial uses will be annexed into the City as they require connection to City utilities. In general, the heavy industrial land use category should be used sparingly and where no adverse impacts can be demonstrated.~~			X					Heavy industrial land use proposed to be removed.
POLICY ~~1.4.3.~~ 2.4.2.	Continue to develop the Airport Business Park and encourage employee-intensive, light industry to locate there.							X	No change to text. Re-numbered.
POLICY ~~1.4.4.~~ 2.4.3.	Excessive air, noise, water, and visual pollution from industrial activities shall be prohibited and incorporation of landscaping and other aesthetic amenities in industrial project design shall be encouraged.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.4.5.~~ 2.4.4.	Industrial uses shall provide required buffers and landscaping to minimize the negative impact on surrounding less-intensive uses.							X	No change to text. Re-numbered.
POLICY ~~1.4.6.~~ 2.4.5.	Development of industrial sites shall be coordinated with the Goals, Objectives, and Policies of the Conservation Element.							X	Minor text change - added Objectives. Re-numbered.
POLICY ~~1.4.7.~~ 2.4.6.	Industrial sites with rail access shall be preserved to the maximum extent possible.							X	No change to text. Re-numbered.
POLICY ~~1.4.8.~~ 2.4.7.	Blight in industrial areas should be avoided. Code enforcement activities shall continue to target such areas.							X	No change to text. Re-numbered.
POLICY ~~1.4.9.~~ 2.4.8.	Industrial uses that require open storage of materials should not occupy sites along major roads. Where such uses occur, the road frontage shall be dedicated to showroom, office and landscaping uses, with the open storage proportion located in the rear. Adequate landscape buffers shall be provided and maintained by the property owner.							X	No change to text. Re-numbered.
POLICY ~~1.4.10.~~ 2.4.9.	Industrial truck traffic not destined for residential areas should not travel through residential neighborhoods.							X	No change to text. Re-numbered.
POLICY ~~1.4.11.~~ 2.4.10.	Adequate sites shall be provided for utility facilities and services (solid waste, drainage, potable water, sanitary sewer, electric, and telephone). Such facilities and services shall be improved and expanded to maintain adopted level of service standards consistent with the Capital Improvements Element.							X	No change to text. Re-numbered.
POLICY ~~1.4.12.~~ 2.4.11.	Industrial and commercial operations shall minimize or, where possible eliminate, the following impacts on the environment: a. Odor, fumes, vapors, and gases; b. Erosion and stormwater runoff; c. Noise;							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	d. Fire and explosion hazards; e. Radioactive elements; f. Electromagnetic interference; g. Smoke, dust and dirt; h. Vibrations; i. Glare; j. Hazardous Waste; k. Toxic Waste; and l. Petroleum contaminants.								
OBJECTIVE ~~1.5~~ 2.5. RECREATION/OPEN SPACE LAND USE	**The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in the Capital Improvements Element.**	163.3177						X	Text – added land use. Re-numbered.
POLICY ~~1.5.1.~~ 2.5.1.	The recreation impact fee ~~rebate program~~ should be continued to offset the recreation and open space impacts of new development.							X	Text change - Impact fees are collected to offset the recreation and open space of new development. Not referred to as an impact fee rebate program. Re-numbered.
POLICY ~~1.5.2.~~ 2.5.2.	The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.							X	No change to text. Re-numbered.
OBJECTIVE ~~1.6.~~ 2.6. OPEN SPACE/CONSERVATION LAND USE	**The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.**	163.3177						X	Minor text amendment– added land. Re-numbered.
POLICY ~~1.6.1.~~ 2.6.1.	The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~1.6.2.~~ 2.6.2.	The City shall maintain a zoning district ~~category~~ to assure protection of open space/conservation uses entitled: "Special Environmental ~~District~~" (SE). The following criteria shall apply to the implementation of this Policy: ➢ The ~~SE~~ Special Environmental zoning district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts. ➢ The ~~SE~~ Special Environmental zoning district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.							X	Spelled out SE – Special Environmental. Clarified zoning district Re-numbered.
POLICY ~~1.6.3.~~ 2.6.3.	~~Project~~ Protect existing agricultural lands by allowing existing agricultural operations to continue~~; rezoning of these lands should not occur unless requested by property owners~~.							X	Property owner would need to amend both land use and zoning designations. Re-numbered.
POLICY ~~1.6.4.~~ 2.6.4.	Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas~~,~~ and provide suitable natural open space areas in the urban environment.							X	Corrected punctuation; removed comma after "habitat areas" Re-numbered.
POLICY ~~1.6.5.~~ 2.6.5.	The City shall continually consider the acquisition of sensitive lands in the North US1 corridor and in the flood prone areas south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy ~~4~~5.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.							X	Updated Policy reference from 4.1.1. to 5.1.1. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OBJECTIVE ~~1.7~~ 2.7. ACTIVITY CENTER~~S~~ LAND USE	**The City of Ormond Beach establishes the "Activity Center" land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.**	163.3177						X	Minor text amendment. Added land use.
POLICY ~~1.7.1.~~ 2.7.1.	The application of the Activity Center land use designation shall be limited to properties with minimum areas of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as "Activity Center" on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the ~~DRI~~ Development of Regional Impact process if the project is located in a Dense Urban Land Areas (DULA's). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as "Activity Center" shall be required to have a zoning classification of "Planned Development." The City shall not use the "Activity Center" land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions: 1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need. 2. Fails to maximize use of existing and future public facilities and services. 3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines,							X	Spell out DRI acronym. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	beaches, bays, estuarine systems, and other significant natural systems. 4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils. 5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. 6. Fails to provide a clear separation between rural and urban uses. 7. Results in the loss of significant open space.								
POLICY ~~1.7.2.~~ 2.7.2.	Development proposals for property designated as "Activity Center" shall provide for a diversity of land uses, including, but not limited to industrial, manufacturing, commercial, office, and residential. Emphasis shall be placed on developments that integrate linkages between related land uses; for example, a development that minimizes home to work trips through shorter distance and/or public transportation.							X	Corrected punctuation; added comma after "office" Re-numbered.
POLICY ~~1.7.3.~~ 2.7.3.	The following guidelines and standards shall be established through the ~~DRI and~~ rezoning to Planned Development procedures and shall, at a minimum, address the following: 1. Integration of land uses and enhancement of economic and environmental opportunities; 2. Urban design and architectural control; 3. Coordinated, transportation systems and access management standards;							X	Minor text amendment of deleting DRI reference. Ormond Crossings is not a DRI and the DRI process has been removed from state law. Re-numbered.

Goals, Objectives, Policies	FL Statute Citation	Recommended Action: Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025								
4. Innovative land use standards designed to protect and enhance environmental resources; 5. Coordinated and orderly provision of public utilities;~~ and~~ 6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the ~~DRI and/or~~ rezoning to "Planned Development" by the appropriate staff member of the Volusia County School Board. 7. The following are specific design guidelines that are established to ensure that projects developed within the "Activity Center" land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to: A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements; B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects; C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces; D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center; E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state)								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	which promote linkage with other adjoining developments; ~~and~~ F. Use common frontage/service roads where appropriate; and G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements. 8. The "Activity Center" land use must provide for a balance of uses within a framework of transportation, social and economic connectivity. The following guidelines will be applied to all projects developed through ~~either a DRI or~~ a Planned Development within the "Activity Center" land use category: A. There shall be an industrial component located near major transportation facilities to provide for employment opportunities and expansion of the City's economic base. The development within these areas shall focus on manufacturing, distribution, and warehousing. Other ancillary uses may be allowed provided it is compatible with the industrial uses. B. There shall be commercial retail located at critical points to serve local and regional needs. Local retail uses shall be integrated within both residential and non-residential areas, for example within industrial and office complexes the integration of convenience shopping and restaurant uses will be encouraged. The development of town centers shall be identified so that vertical integration of office, retail and residential uses shall be massed in a compact urban form. Lastly, the location of regional retail centers should be located and developed in a manner that does not prohibit the								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	development of industrial and office uses, nor shall it be inconsistent with efforts to develop compact town centers.								

POLICY ~~1.7.4~~ 2.7.4.	There are limited opportunities to use this designation, given the existing land use pattern within the City and properties in adjacent unincorporated Volusia County. There is a property that is identified as "Ormond Crossings". This property is located west of US1 and straddles both sides of 1-95. There are approximately 3,095 acres of land ~~included in this amendment~~ that ~~will be~~ was under the sole ownership of one corporation~~, Tomoka Holdings, L.L.C~~. The following provides generalized standards for any property that the City determines to be appropriate for this land use classification. There are also specific standards established solely for the "Ormond Crossings" development. The following are general standards that apply to all properties designated as "Activity Center" on the City's Future Land Use Map: 1. Land uses within Activity Centers shall include residential, office, business park/flex space, light industrial, mini-warehouse, warehouse, commercial, institutional, schools and recreation. The density and intensity of each land use and the percentage distribution among the mix of uses shall be provided in each land use plan amendment designating an Activity Center. 2. Contain a minimum of 2,000-acres under single ownership. 3. Located adjacent to major transportation systems such as interstate and intrastate highways, transit/bus route, rail lines and/or the municipal airport to ensure access to various modes of travel. 4. Incorporate a balanced integration of varied land uses that are interrelated and dependent on each other. For example, multi-family elements in close proximity to retail and work-related uses. 5. Provide for a land use pattern that emphasizes employment-based uses (light industrial, manufacturing, distribution, and corporate headquarters), daily and regional retail and various residential uses. 6. The land use pattern within Activity Centers shall be designed to ensure sufficient connectivity between these uses through							X	Minor text amendment to remove property owner which may change over time. Re-numbered.

Goals, Objectives, Policies	FL Statute Citation	Recommended Action						Explanation/Modification
		Keep	Delete	New	Replace	Move	Modify	
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various travel opportunities. The intent is to internalize the trips and minimize the length of the home to work; home to school, and home to shopping trips. 7. Integrate urban design and architectural standards that provide for enhanced value and improved use of space. Typical standards would include, but not be limited to, the regulation and design of signage, tree preservation and landscape buffering, building placement and architectural style, parking arrangement and orientation, and pedestrian/transit opportunities. 8. Establishing specific master plans for the protection and enhancement of natural resources, including but not limited to, wetlands, protected species and protection of the floodplain. 9. Site development/civil engineering plans that emphasize connection to public supplies of water, sanitary sewer and effluent that provide incentives to projects to develop in areas appropriate for development. 10. Traffic circulation and access management that integrate the project into the local, county, regional, and State road system in a manner that maintains the applicable level of service. The focus is to ensure that the appropriate facility is being used to move the maximum volume of traffic in the most efficient way. 11. Establishing a master plan for recreational, public safety and educational facilities to serve the development. Emphasis shall be placed on integration of educational and recreational facilities to better serve the population. Public safety facilities shall be designed to serve the entire project and shall be								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	constructed at a time where there are adequate response times from the various public safety providers.								
~~POLICY 1.7.5.~~ 2.7.5.	The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A ~~Development of Regional Impact or~~ rezoning to Planned Development shall be required of all properties designated as "Activity Center" on the Future Land Use Map. The Florida Community Renewal Act of 2009, identified that property owners can decide to not participate in the DRI process if the project is located <u>in</u> a Dense Urban Land Areas (DULA's). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as "Activity Center" shall be required to have a zoning classification of "Planned Development." The City shall not use the "Activity Center" land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions: 1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need. 2. Fails to maximize use of existing and future public facilities and services. 3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.							X	Corrected punctuation; added the word "in" for clarification. Minor text amendment of deleting DRI reference. Ormond Crossings is not a DRI and the DRI process has been removed from state law. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils. 5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. 6. Fails to provide a clear separation between rural and urban uses. 7. Results in the loss of significant open space.								
~~POLICY 1.7.6.~~	~~The following guidelines and standards shall be established through the rezoning to Planned Development procedures and shall, at a minimum, address the following:~~ ~~1. Integration of land uses and enhancement of economic and environmental opportunities;~~ ~~2. Urban design and architectural control;~~ ~~3. Coordinated, transportation systems and access management standards;~~ ~~4. Innovative land use standards designed to protect and enhance environmental resources;~~ ~~5. Coordinated and orderly provision of public utilities; and~~ ~~6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the rezoning to "Planned Development" by the appropriate staff member of the Volusia County School Board.~~			X					Proposed to be deleted. Duplicitous of Policy 2.7.3.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 1.7.6.~~ (cont.)	~~7. The following are specific design guidelines that are established to ensure that projects developed within the "Activity Center" land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:~~ ~~A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;~~ ~~B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;~~ ~~C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;~~ ~~D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;~~ ~~E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and~~ ~~F. Use common frontage/service roads where appropriate; and~~ ~~G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.~~			X					Proposed to be deleted. Duplicitous of Policy 2.7.3.
~~POLICY 1.7.6.~~ (cont.)				X					Proposed to be deleted. Duplicitous of Policy 2.7.3.
	The Ormond Crossings Activity Center is a project that consists of 2,940 acres of land situated southwest of the ~~FEC~~ Florida East Coast Railroad,								• Minor text changes. • Spelled out acronyms.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 1.7.7.~~ 2.7.6.	north of the City of Ormond Beach Municipal Airport, east of the Flagler County line. There are 155-acres of land located between the ~~FEC~~ Florida East Coast Railroad and US1 that was part of the original annexation. This area is disconnected from the Activity Center project by the ~~FEC~~ Florida East Coast Railroad and is best developed under the commercial and industrial land uses that were originally assigned by the City or Volusia County. The owner of the property~~, Tomoka Holdings, L.L.C.~~, working in conjunction with the City, plans to develop the property for a mixed-use development. The City of Ormond Beach vision, as defined by the City Commission in July 2004, establishes specific design, use and development goals for the entire property. The property owner has cooperated with the City of Ormond Beach and prepared a Preliminary Assessment Report that provides better details and direction to the vision established by the City Commission. Both of these documents have been referenced and ~~shall be used for conceptual guidance of the review of the~~ were used in the rezoning to "Planned Development." There are specific conditions that establish minimum standards for the development within the "Activity Center" and the City cannot approve any development orders that deviate from those standards. The standards applicable to the Ormond Crossings project include the following: 1. The project shall consist of a mixture of uses, with the following establishing the minimum building area allocated by use. In order to ensure that the project provides the necessary economic diversity there shall be a minimum of 1,000-acres of land (inclusive of rights-of-way, wetlands and stormwater facilities) to be developed for a "Commerce Park" that will have a mixture of industrial, warehousing, distribution, office and limited retail. This will be coordinated with retail and residential uses in order to minimize net external trips outside the boundary of the Activity Center land use							X	• Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered.
~~POLICY 1.7.7.~~ 2.7.6. (cont.)								X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1.

~~POLICY 1.7.7.~~ 2.7.6. (cont.)

area. The following table establishes the maximum intensities of the uses allowed within the Ormond Crossings project. The table reflects the development intensities required by the City of Ormond Beach and Volusia County in order to ensure a viable economic impact to the area.

Ormond Crossing Activity Center Land Use

Land Use	Total Non-Residential Building Area (1)	Dwelling Units
Commerce Park:		
Office	900,000 sq. ft.	
Business Park/Flex Space	350,000 sq. ft.	
Light Industrial	800,000 sq. ft.	
Mini-warehouse	240,000 sq. ft.	
Warehouse	560,000 sq. ft.	
Commercial	200,000 sq. ft.	
Institutional	165,000 sq. ft.	
Elementary School	720 students	
Residential:		2,950

2. The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion

Modify: X

- Re-numbered

(continued)

- Minor text changes.
- Spelled out acronyms.
- Deleted property owner and referenced Planned Development has been approved.
- Removed “and” at the end of #3E-2c-3 and 4.
- Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided: A. Aggregate potable water, wastewater and reclaimed water demands of Ormond Crossings shall not exceed the totals proposed for the uses identified in the table above. Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available. B. The intensity within the Business Park shall not exceed 1.0 ~~FAR~~ Floor Area Ratio on any individual building site or an average .35 ~~FAR~~ Floor Area Ratio throughout the entire Business Park. C. The building height shall not exceed 75'. D. Increasing the number of residential units and retail commercial uses is strictly prohibited. E. The change will not increase total offsite traffic impacts from the project (4,551 Net External Peak Hour Trips).								• #3E-1-b added "1" to US1. • Re-numbered
~~POLICY 1.7.7.~~ 2.7.6. (cont.)	3. The development of this mixed-use project shall incorporate focal points of retail, office, residential and open space to create "Town Centers" that will provide a variety of services to corporate, industrial and residential developments located throughout the							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	project. The final development shall incorporate residential uses in urban, suburban and rural settings. Densities shall be established in the Planned Development Orders, but the total number of units allocated to the portion of the Ormond Crossings project in Ormond Beach shall not exceed 2,950 units. There shall be a fixed number of units allowed in the Ormond Beach portion of the project. The final residential densities shall be coordinated with the adjacent uses to ensure compatibility. It is important that the Planned Development use development standards that encourage the use of buffers and clustering of units to ensure that the rural and natural resources of the area are protected. To encourage compact urban development higher density residential uses should be integrated into the office and commercial development occurring within the project. Due to the amount of environmentally sensitive lands located at the southwest portion of the Ormond Crossings Activity Center, west of I-95, near Durance Acres, the use of clustering to establish large tracts of open land for preservation and conservation shall be encouraged. A. Provision of utilities and other urban infrastructure shall be the responsibility of the Developer and shall be coordinated with the adjacent counties and municipalities to ensure efficiency. The City shall work with the Developer to establish a Community Redevelopment Agency that will facilitate the design and construction of a "spine road" that serves as a principal arterial roadway. This roadway shall provide for elevated crossings of the Florida East Coast Railroad and I-95 so as to connect the east and west sides of the project. The road shall span from US1 on the east side of I-95 to over I-95 and terminate at Tymber Creek Road on the west side of I-95. B. The I-95 and US1 corridors provide for valuable inter and intrastate transportation. The visual impact of this project on							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	these two roadways has been identified as a primary concern by the City Commission. The Planned Development zoning development orders shall include specific design standards for the appearance of the project adjacent to these roadways. The plans shall also include an access management plan that protects the efficiency of the roadway by limiting driveway access, limited number of full turning movement intersections and a hierarchy of principal arterial, collector and local roads that feed into US1. C. The project shall provide for a master plan regarding wetland impacts and mitigation. The plan shall also address floodplain issues, such that there is a comprehensive approach to the wetland and flood-prone areas to be impacted by development. The primary purpose is to identify marginal wetland areas that may be developed as well as larger pristine areas that should be protected. The second purpose is to establish a mitigation plan that allows for the transfer of impacts and mitigation that preserves and protects large ecosystems within the project boundary. D. The interim use of the property for silviculture, pasture lands and similar low-intensity agricultural uses shall be allowed. A site will no longer be deemed to be in a bona fide agricultural use after there is an active development proceeding on the site. Active development shall mean a site plan or subdivision application for non-agricultural uses has been reviewed and approved by the City. Intensive agricultural uses such as mining, animal/crop processing or animal holding pens for food production shall not be allowed within the project. Provisions implementing this policy shall be incorporated into the Planned Development zoning.							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	E. The primary goal of the Ormond Crossings development is to provide an opportunity for the development of industrial uses on the east side of I-95 that is integrated with other commercial, office and residential uses. The final outcome is an integrated mixed-use development that provides opportunities for work, home, social/cultural and preservation of natural resources. The following are guidelines to be used in the drafting of the Planned Development rezoning. 1. Accessibility: In regard to the Ormond Crossings project, accessibility is a primary resource to draw ~~both~~ employment-based users. It is understood that market conditions indicated that the development of the property for residential uses can be accomplished quickly. The primary rationale for attempting to diversify the land uses for non-residential uses is to capitalize on the accessibility to truck and rail freight. This provides the area with a strong attraction. In order to assure that the diversity of land uses within this project is realized, the following conditions should be in place: a. Thoroughfares identified to service industrial uses shall be identified through the zoning to Planned Development. These roads shall be designed to accommodate the loading and travel demands of the pending industrial users. Integration with a grid or modified grid system shall be incorporated into the final design to ensure simplicity in movement of truck and passenger vehicles. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	b. Integration with non-industrial uses within Ormond Crossings shall be accomplished through a series of collector roads that connect to the proposed arterial roadway that connects US1. c. Residential development shall be laid out such that each neighborhood shall provide pedestrian connectivity throughout the neighborhood to sidewalks, off-street paths and roadways. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types. d. Commercial and office uses shall provide for vehicular, pedestrian and multi-modal accessibility throughout the development. 2. Land Use Compatibility: The balancing of industrial retail, residential land use with the natural resources within the Ormond Crossings area is the principal concern of the City. The project provides opportunities to attract significant employment-based land uses, as well as opportunities to preserve, protect and enhance significant natural resources. The following guidelines shall be used as additional requirements to Federal, State and Regional regulations: a. Industrial land uses shall be located to minimize potential negative impacts to wetlands and upland systems. The primary location of intensive industrial uses shall be concentrated on the east side of I-95. There are wetlands of varying quality located on this							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

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	side of I-95. The large cypress dome located near Harmony Road and Pineland Trail should be preserved and integrated into the stormwater management systems. This area also serves as a potential buffer to the residential uses located south of Ormond Crossings. The other significant wetland resources consist of wet prairies and isolated cypress domes. All of this area has been impacted by wildfires and silviculture. The development of industrial uses adjacent to the ~~FEC~~ Florida East Coast railroad shall be done in a fashion that limits negative impacts to those wetland resources that are to be preserved. Preservation shall be through either public ownership or through private ownership with conservation easements granted to the City and other reviewing agencies. b. Traditional retail and industrial uses along the US1 corridor, outside the Activity Center area, shall be allowed, however there shall be sufficient standards to ensure: 1) Architectural and landscaping standards that provide for a coordinated and unified development theme to ensure stability and vitality along the corridor; 2) Integration of public spaces connected to the retail areas such as linear parks, sidewalks and trails to ensure that pedestrian and bicycle traffic can easily access the retail centers; and								(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered
~~POLICY 1.7.7.~~ 2.7.6. (cont.)								X	

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	3) Development of access easements and/or frontage road systems to ensure connectivity between sites and encouraging traffic to remain off of US1. c. Office, Multi-family residential and retail uses shall be encouraged to be developed in a "Town Center". The exact location and size shall be determined by the final conceptual plan for the master plan for the Planned Development zoning, but the following guidelines shall be used to finalize the land use plan: 1) Town centers shall have automobile and pedestrian access from local streets to encourage connection to the adjacent neighborhoods; 2) The development standards for town center shall encourage and include for vertical mixes of uses within the same structure such that residential, office, commercial and parking needs are serviced within one building; 3) The town center mix of uses shall include uses that provide for employment-based uses (office, service centers and administrative facilities) combined with service and daily retail needs to service both the residents within the town center and the adjacent residential neighborhoods; ~~and~~ 4) The use of civic plazas, parks and defined open space shall be used with streetscape treatments and urban design standards to ensure that the							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	built environment addresses the functional and aesthetics needs of the residents and businesses within the town center; ~~and~~ 5) Corporate offices and research and development uses may be located on both sides of I-95 within the Commerce Park. Additionally, these types of uses are appropriate at the interchange of US1 and I-95 and along the US1 and I-95 corridors where the buildings, landscaping and design of the site serve as landmarks identifying the Ormond Crossings project to the public; 6) Wetland communities have been identified and cataloged as part of the Comprehensive Plan amendment process. This has identified the need to preserve and protect significant resources that are located along the City municipal boundary with Flagler County. The primary areas targeted for preservation are the uplands and wetlands located in Flagler County that cross into Ormond Beach at the southwest quadrant of the Ormond Crossings project. There are pockets of isolated wetlands throughout the site. The goal is to use an ecosystems management philosophy of protecting both wetlands and uplands in both Ormond Beach and Flagler County. The final outcome will be large tracts of land preserved through either public ownership or a conservation easement; 7) Public structures/parks shall be integrated on both sides of I-95. The need for approximately							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	45-acres of additional park land will be needed on the west side of I-95. There is approximately 20-acres needed on the east side of I-95. The City working with the property owner will either purchase or extend impact fees in lieu of credit for some portions of these lands. Additionally, the Volusia County School Board will be required to review and approve the Planned Development to ensure that there are adequate facilities being provided to address the intensification of the residential uses. There are opportunities within the town centers of the project to incorporate recreational, social and educational facilities; 8) The Developer shall deed an elementary school site to the Volusia County School Board, using a deed form acceptable to the City and the School Board, the Developer shall deed this land to the School Board prior to the City issuing building permits for residential development within the Ormond Crossing project. The school site shall contain a minimum of 20 contiguous, reasonably compact useable, upland acres and shall be located proximate to the residential land uses within the Ormond Crossings project. The Developer working with the School Board and the City shall provide for interconnected bicycle and pedestrian trails systems that provide direct access from the residential areas of the project; 9) Archeological Resources shall be protected by requiring that all development be consistent with							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

~~POLICY 1.7.7.~~2.7.6. (cont.)		currently adopted standards within the City of Ormond Beach Land Development Code. At a minimum, construction personnel at the Ormond Crossings project shall be notified through posted advisories or other methods of the potential for artifact discoveries and to report suspected findings to the Developer. In the event of discovery of artifacts of historic, archeological or paleontological significance during development of Ormond Crossings, the Developer shall stop construction at the site of discovery and notify the City and the Division of Historical Resources (DHR) of the Florida Department of State. From the date of notification, development shall be suspended within a radius of 100 feet around the site of discovery for a period of 120-days to allow for evaluation of the site. The Developer shall provide proper protection of the discovery to the satisfaction of the Division of Historical Resources ~~DHR~~, Volusia County and the City; 10) The Developer shall provide for affordable housing to persons who are considered to be within the low- and moderate-income levels. Low and moderate income are defined as 60% of ~~AMI~~ Area Median Income to 80% of ~~AMI~~. Area Median Income ~~AMI is Area-wide Median Income.~~ Those units set aside to meet the minimum number units as established in the Planned Development zoning shall be subject to covenants and restrictions to assure the continued affordability of the units;						X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. Re-numbered

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)	11) Energy conservation shall require that all residential construction within the Ormond Crossings Activity Center shall utilize energy saving techniques consistent with the EnergyStar standard for new homes. Non-public and public common facilities, such as community clubhouse buildings, shall follow the elements of sustainable development standard established by appropriate organizations, such as Leadership in Energy and Environmental Design (LEED) or Florida Green Building Coalition (FGBC). Commercial and Industrial buildings are encouraged to follow these standards to the maximum extent feasible. Additionally, the development shall utilize "dark skies" measures to reduce light pollution, subject to the City's review and approval as based on the latest standards for safety and security; and 12) The Developer shall deed to the City a fire station site, acceptable to the City, containing up to 3 upland acres, which shall be located within a service delivery area acceptable to the City for purposes of providing fire and emergency management services to the Project. The fire station site shall be deeded to the City free of charge, on a form acceptable to the City, and shall be free and clear of liens or encumbrances. The Developer shall convey title to the fire station site to the City within 90 days following a request from the City. The Developer is							X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

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	responsible for the full cost of construction of the structure and purchase of a pumper and ladder truck, as specified by the City of Ormond Beach Fire Department.								(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered
~~POLICY 1.7.7.~~ 2.7.6. (cont.)								X	

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~~POLICY 1.7.7.~~ 2.7.6. (cont.)								X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. Re-numbered

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GOAL ~~2.~~ 3. LAND USE COMPATIBILITY	**THE LAND USE ELEMENT SHALL~~,~~ ENSURE THAT LAND USES ARE AVAILABLE IN A COMPATIBLE ARRANGEMENT MAXIMIZINIG EFFICIENCT USE OF PUBLIC INFRASTRUCTURE WHILE MINIMIZING NEGATIVE IMPACTS UPON EACH OTHER. THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATONS AND, WHERE NECESSARY, THE GENERATION, ADOPTION AND IMPLEMENTATION OF EFFECTIVE, COMPREHENSIVE, AND EQUITABLE DEVELOPMENT STANDARDS IN ORDER TO FURTHER THE QUALITY OF NEW DEVELOPMENT.**	163.3177						X	Corrected punctuation; removed comma after "shall"; added comma after "EFFECTIVE" and "Comprehensive" Re-numbered.
OBJECTIVE ~~2.1.~~ 3.1. DEVELOPMENT REGULATIONS	**The City's Land Development Code shall include innovative techniques to guide development of land in such a manner as not to reduce reliance upon land use type separation as the sole way of assuring compatibility of various uses. This would include increased landscaping, buffering, fencing (and walls), lighting, signage, and architectural controls.**	163.3177						X	Corrected punctuation; added comma after "signage" Re-numbered.

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POLICY ~~2.1.1.~~ 3.1.1.	The City shall adopt and maintain land development regulations that contain specific provisions required to implement the Comprehensive Plan and which at a minimum: a. Regulate the subdivision of land; b. Regulate the use of land and water bodies consistent with this Plan and ensure the compatibility of adjacent land uses; c. Provide for open space; d. Protect the City's natural resources; e. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management; f. Protect potable water well fields and aquifer recharge areas; g. Regulate signage; h. Ensure safe and convenient traffic flow on and off site and vehicle parking needs; i. Provide that development orders and permits issued shall not result in a reduction below the Level of Service standards adopted in the Comprehensive Plan; ~~j. Provide for the transfer of development rights;~~ ~~k.~~ j. Contain performance standards for protecting archaeological or historically significant properties or buildings; ~~l.~~ k. Protect against adverse impacts to wildlife and their habitats; and ~~m.~~ l. Provide architectural control regulations for commercial, multi-family and industrial buildings.							X	There are no provisions for the transfer of development rights. Delete letter "j" Re-ordered lettering after deleted line "j" Re-numbered.
POLICY ~~2.1.2.~~ 3.1.2.	Innovative land development regulations, which may include planned developments, mixed-use land use development techniques, form-based							X	Hyphenated "mixed-use"

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	regulations, and redevelopment plans for the Downtown Community Redevelopment Area, shall be encouraged where appropriate.								Corrected punctuation; added commas after both "regulations" Re-numbered.
POLICY ~~2.1.3.~~ 3.1.3.	The City shall, through the site plan review process, carefully evaluate potential on-site and off-site environmental impacts and require appropriate buffers and other site design features for development in those areas defined as "Environmentally Sensitive" in Policy 45.1.1. of this Element.							X	Reference to Policy 5.1.1. updated. Re-numbered.
POLICY ~~2.1.4.~~ 3.1.4.	The City shall maintain an on-going, informal program to research and evaluate alternative development controls including performance standards, and solicit input from other planning agencies, private Developers and concerned citizens.							X	Re-numbered.
POLICY ~~2.1.5.~~ 3.1.5.	Where commercial and/or industrial uses abut residential areas, the City shall continue to require the provision of appropriate buffers and establish operational and development standards to reduce or eliminate any negative environmental impacts (e.g., excess noise, odor, or light intrusion) that such commercial uses may generate.							X	Re-numbered.
POLICY ~~2.1.6.~~ 3.1.6.	The City shall periodically review and revise its existing zoning, landscaping, and environmental control regulations to ensure their effectiveness in controlling development activities in compliance with the intent of the Future Land Use Element.							X	Minor text amendment - added the word "Future" Re-numbered.
POLICY ~~2.1.7.~~ 3.1.7.	Existing zoning shall be changed as necessary to be consistent with the Future Land Use Element.							X	Minor text amendment - added the word "Future" Re-numbered.
POLICY ~~2.1.8.~~ 3.1.8.	The City shall review existing strip commercial developments to improve their function, access, appearance, and other aspects that make strip commercial development undesirable, as provided by the non-conforming provisions of the Land Development Code.							X	No change to text. Re-numbered.

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POLICY ~~2.1.9.~~ 3.1.9.	Infrastructure and utility structures, such as cellular communication towers, water, sewer, and energy transmission facilities shall be designed and located to minimize adverse visual impacts on the landscape. Utilities shall locate underground to the maximum extent possible.							X	Corrected punctuation; added comma after "sewer" Re-numbered.
POLICY ~~2.2.10.~~ 3.1.10.	The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a high intensive use would have on a less intensive use.							X	No change to text. Re-numbered.
POLICY ~~2.2.11.~~ 3.1.11.	The City will encourage the elimination and ~~inconsistent~~ inconsistencies with the City's character through its Land Development Code regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.							X	Modified inconsistent to inconsistencies. Re-numbered.
OBJECTIVE ~~2.2.~~ 3.2. CONCURRENCY	**The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~2.2.1.~~ 3.2.1.	Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development, in accordance with the Concurrency Management System.							X	No change to text. Re-numbered.
POLICY ~~2.2.2.~~ 3.2.2.	Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.							X	Re-numbered.

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POLICY ~~2.2.3.~~ 3.2.3.	Require that water supply, production facilities and Consumptive Use Permit (C.U.P.) capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.							X	Spelled out acronym. Re-numbered.
OBJECTIVE ~~2.3.~~ 3.3. URBAN SPRAWL	**The City shall manage the available supply of developable land by delineating the amount of land and by distributing the types of land uses needed to accommodate growth and development. The City shall, through intergovernmental coordination, discourage urban sprawl by directing urban development to the areas within its urban service area boundaries.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~2.2.1.~~ 3.3.1.	The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.							X	No change to text. Re-numbered.
POLICY ~~2.2.3.~~ 3.3.2.	The City recognizes that the urban growth area must be relatively stable and shall thus resist expansion of the area unless it can be demonstrated that the supply of available land inside the urban boundary will be exhausted within a five-year period.							X	No change to text. Re-numbered.
POLICY ~~2.2.4.~~ 3.3.3.	Future urban development requiring access or connection to public facilities shall be located within the incorporated area or within the designated urban service boundaries in the unincorporated areas established by interlocal agreement.							X	No change to text. Re-numbered.
POLICY ~~2.2.5.~~ 3.3.4.	In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas.							X	No change to text. Re-numbered.
OBJECTIVE ~~2.4.~~ 3.4. SMART GROWTH	**Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including:** • **Creating a range of housing opportunities;** • **Creating walkable neighborhoods;** • **Encouraging stakeholder collaboration;**	163.3177						X	Corrected punctuation; removed comma after "open space" Re-numbered.

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			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	• **Fostering a sense of place;** • **Promoting mixed land uses;** • **Preserving open space~~,~~ and agricultural and environmentally sensitive lands;** • **Providing a variety of transportation choices;** • **Directing development towards existing public facilities; and** • **Promoting compact building design.**								
POLICY ~~2.4.1.~~ 3.4.1.	Encourage development projects to include homes affordable to a diversity of income ranges.							X	No change to text. Re-numbered.
POLICY ~~2.4.2.~~ 3.4.2.	Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.							X	No change to text. Re-numbered.
POLICY ~~2.4.3.~~ 3.4.3.	Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.							X	No change to text. Re-numbered.
POLICY ~~2.4.4.~~ 3.4.4.	Maintain a sense of community through the landscaping of parks, recreation areas and medians, as well as the City's greenbelt and gateway preservation overlay district.							X	Corrected punctuation; added comma after "medians". Updated reference to Greenbelt and Gateway Preservation District – Section 2-73 of Land Development Code. Re-numbered.
POLICY ~~2.4.5.~~ 3.4.5.	Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the downtown.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~2.4.6.~~ 3.4.6.	Direct future growth away from environmentally sensitive areas.							X	No change to text. Re-numbered.
POLICY ~~2.4.7.~~ 3.4.7.	Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.							X	Corrected spelling from were to where. Re-numbered.
POLICY ~~2.4.8.~~ 3.4.8.	Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.							X	No change to text. Re-numbered.
POLICY ~~2.4.9.~~ 3.4.9.	Implement Transit-Oriented Development in accordance with the Transportation Element.							X	Hyphenated "Transit-Oriented" Re-numbered.
POLICY ~~2.4.10.~~ 3.4.10.	Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.							X	No change to text. Re-numbered.
POLICY ~~2.4.11.~~ 3.4.11.	Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.							X	No change to text. Re-numbered.
POLICY ~~2.4.12.~~ 3.4.12.	Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.							X	No change to text. Re-numbered.

<table>
<tr><th rowspan="2">Goals, Objectives, Policies</th><th></th><th colspan="6">Recommended Action</th><th></th></tr>
<tr><th>FL Statute Citation</th><th>Keep</th><th>Delete</th><th>New</th><th>Replace</th><th>Move</th><th>Modify</th><th>Explanation/Modification</th></tr>
<tr><td colspan="9">Future Land Use Element, February 18, 2025</td></tr>
<tr><td>OBJECTIVE ~~2.5.~~ 3.5. COMPREHENSIVE PLAN AMENDMENTS</td><td>The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia ~~County~~ Growth Management Commission regulations, and the Goals, Objectives, and Policies of the City's Comprehensive Plan.</td><td>163.3177</td><td></td><td></td><td></td><td></td><td></td><td>X</td><td>Added Growth Management Commission.

Re-numbered.</td></tr>
<tr><td>POLICY ~~2.5.1.~~ 3.5.1.</td><td>The intensity of use in non-residential categories shall be measured by five (5) parameters that are common to the type and character of development that generally prevails in each category. These include percentage of impervious surface or its converse, the amount of open space and landscaping; the height of buildings; the amount of traffic generation; visual impact in terms of aesthetic considerations; and external impacts in the form of odor, noise, glare, vibrations, and air pollution. The following table has been developed to measure intensity levels for non-residential uses.
<table>
<tr><th>Land Use Designation</th><th>Impervious Surface</th><th>Height</th><th>Traffic Generation</th><th>Visual Impact</th><th>Glare Noise Odor</th><th>Total</th><th>Intensity Level</th></tr>
<tr><td>General Commercial</td><td>5</td><td>2</td><td>5</td><td>3</td><td>3</td><td>18</td><td>4</td></tr>
<tr><td>Heavy Commercial</td><td>5</td><td>2</td><td>4</td><td>5</td><td>5</td><td>21</td><td>6</td></tr>
<tr><td>Tourist Commercial</td><td>5</td><td>5</td><td>3</td><td>4</td><td>3</td><td>20</td><td>5</td></tr>
<tr><td>Residential/Office, Retail</td><td>4</td><td>4</td><td>4</td><td>2</td><td>1</td><td>15</td><td>2</td></tr>
<tr><td>Industrial/Utilities</td><td>3</td><td>2</td><td>3</td><td>4</td><td>4</td><td>16</td><td>3</td></tr>
<tr><td>Government/Institutional</td><td>2</td><td>2</td><td>4</td><td>1</td><td>1</td><td>10</td><td>1</td></tr>
</table></td><td></td><td></td><td></td><td></td><td></td><td></td><td>X</td><td>Corrected punctuation; added comma after "vibrations"

Re-numbered.

Add word "been".</td></tr>
<tr><td>POLICY ~~2.5.2.~~ 3.5.2.</td><td>The following criteria shall be used in reviewing Comprehensive Plan amendments:
1. Consistency with the Goals, Objectives, and Policies of ~~this~~ the City's Comprehensive Plan.
2. Consistency with state requirements, including ~~9J-5 and~~ Florida Statute requirements.
3. If the amendment is a map amendment, is the proposed change an appropriate use of land.</td><td></td><td></td><td></td><td></td><td></td><td></td><td>X</td><td>Removed reference to 9J-5 - was repealed in 2011.

Added "the City's Comprehensive"

Corrected Level-of-Service Standards reference in #4.

Re-numbered.</td></tr>
</table>

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	4. If the amendment is a map amendment, the impacts on the Level-of-Service Standards of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities. 5. If the amendment is a map amendment, impacts to surrounding jurisdictions.								
POLICY ~~2.5.3.~~ 3.5.3.	All Comprehensive Plan amendments shall require the advertising and notification requirements of Florida Statutes and Chapter I, Introduction, Plan Administration of this Comprehensive Plan.							X	No change to text. Re-numbered.
OBJECTIVE ~~2.6.~~ 3.6. SUSTAINABILITY	**Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).**	163.3177						X	No change to text. Re-numbered.
POLICY ~~2.6.1.~~ 3.6.1.	The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water ~~and~~ conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.							X	Delete word "and". Re-numbered.
POLICY ~~2.6.2.~~ 3.6.2.	Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City ~~GHGs~~ greenhouse gases emissions baseline data, to set ~~GHG~~ greenhouse gases emission goals and develop strategies to reduce greenhouse gases.							X	Spell out acronyms. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Future Land Use Element, February 18, 2025									
POLICY ~~2.6.3.~~ 3.6.3.	Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.							X	No change to text. Re-numbered.
POLICY ~~2.6.4.~~ 3.6.4.	Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).							X	No change to text. Re-numbered.
POLICY ~~2.6.5.~~ 3.6.5.	Encourage integration of passive solar design, green roofs, active solar, and other renewable energy sources into development projects through the Land Development Code**.**							X	Corrected punctuation; added comma after "active solar" Re-numbered.
POLICY ~~2.6.6.~~ 3.6.6.	Encourage urban design strategies that maximize use of renewable, sustainable, active, and passive sources of energy design in architecture.							X	Corrected punctuation; added comma after "active" Re-numbered.
POLICY ~~2.6.7.~~ 3.6.7.	Encourage food production for local consumption to reduce ~~VMTs~~ Vehicle Miles Traveled, thereby reducing ~~GHG~~ greenhouse gases, by encouraging farmers markets and community gardens.							X	Spell out acronyms. Re-numbered.
POLICY ~~2.6.8.~~ 3.6.8.	The potential for reducing Vehicle Miles Traveled ~~(VMTs)~~ and ~~GHG~~ greenhouse gases emissions shall be considered in all location and investment decisions for public facilities.							X	Spell out acronyms. Re-numbered.
POLICY ~~2.6.9.~~ 3.6.9.	Promote the redevelopment of brownfield and greyfield sites to reduce ~~VMTs~~ Vehicle Miles Traveled to reduce pressures for greenfield development.							X	Spell out acronyms. Re-numbered.
POLICY ~~2.6.10.~~ 3.6.10.	Support technology and business practices that enable people to reduce ~~VMTs~~ Vehicle Miles Traveled from home to work, including increased flexibility for home office uses.							X	Spell out acronyms. Re-numbered.
POLICY ~~2.6.11.~~ 3.6.11.	Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners to invest in energy-efficiency improvements through community outreach efforts, such as the City's Website.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~2.6.12.~~ 3.6.12.	Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.							X	No change to text. Re-numbered.
POLICY ~~2.6.13.~~ 3.6.13.	The designated Transportation Concurrency Exception Areas as identified in the Transportation Element and depicted as Figures 6 through 10 in the Future Land Use Map Series, shall also be designated as the City's Energy Conservation Areas.							X	No change to text. Re-numbered.
GOAL ~~3.~~ 4. BUILDING HEIGHT	**THE CITY SHALL MAINTAIN HEIGHT RESTRICTIONS TO PRESERVE THE LOW-RISE CHARACTER OF THE CITY.**							X	No change to text. Re-numbered.
OBJECTIVE ~~3.1.~~ 4.1. HEIGHT LIMITS	**Height limits shall be maintained consistent with the voter approved charter amendments.**							X	No change to text. Re-numbered.
POLICY ~~3.1.1.~~ 4.1.1.	In order to maintain consistency with the 2006 City Charter amendment, there shall be a limitation such that all buildings within the corporate limits of the City of Ormond Beach will not exceed a maximum height of 75' as per the approved 2006 charter amendment.							X	No change to text. Re-numbered.
POLICY ~~3.1.2.~~ 4.1.2.	Any multi-family or nonresidential building taller than seventy-five (75) feet that existed on November 14, 2006, or (ii) the only development order that received final development approval before November 14, 2006, for the construction of a multi-family building over seventy-five (75) feet in height, so long as the development order has not lapsed, expired or been terminated. Any such building may be maintained, repaired, constructed and reconstructed to the same height and within the same building footprint as it existed on November 14, 2006, and in accordance with any applicable development order then in effect, subject to any other applicable federal, state and local laws.							X	No change to text. Re-numbered.
GOAL ~~4.~~ 5. PROTECTION OF NATURAL AND HISTORIC RESOURCES	**THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC**	163.3177						X	Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.								
OBJECTIVE ~~4.1.~~ 5.1. DEVELOPMENT IN "ENVIRONMENTALLY SENSITIVE" AREAS	**The City shall monitor and review any development that occurs or is proposed to occur in or adjacent to "Environmentally Sensitive" areas to ensure that new development and site management practices are compatible with the ecological function of these areas.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~4.1.1.~~ 5.1.1.	Environmentally sensitive land shall be designated as follows: 1. All areas of the City shown as "Open Space/Conservation" on the Future Land Use Map. 2. All areas proposed for acquisition for conservation (~~e.g.~~ included but not limited to, Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites). 3. Halifax River and adjacent lands, including wetlands and vegetative buffers. 4. Tomoka River and adjacent lands, including wetlands and vegetative buffers. 5. Intact sand dunes and beach. 6. All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson's, Strickland, Groover, Priest, and Dodson's Creeks; Misner's Branch and the Little Tomoka River). 7. All floodways and flood prone areas. 8. Critical habitat areas for designated flora, fauna, and marine species. 9. Primary aquifer recharge areas.							X	Corrected punctuation; added commas after "lands" in both #s 3 and 4. Modified potential areas for preservation in #2. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	10. Wellfield protection zones of influence associated with municipal wellfields. 11. Areas subject to erosion. 12. Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.								
POLICY ~~4.1.2.~~ 5.1.2.	The City shall continue planning efforts to more specifically define "Environmentally Sensitive" areas and assist developers in minimizing environmental impacts through location and design measures.							X	No change to text. Re-numbered.
POLICY ~~4.1.3.~~ 5.1.3.	The City shall establish regulations and standards to protect wellfields and their wellfield protection zones of influence, when determined by the St. Johns River Water Management District, from negative impacts.							X	No change to text. Re-numbered.
POLICY ~~4.1.4.~~ 5.1.4.	Any activity proposed in or adjacent to environmentally sensitive lands shall be consistent with the requirements of the appropriate policies of the Comprehensive Plan and City ordinance and any adopted management plans.							X	No change to text. Re-numbered.
POLICY ~~4.1.5.~~ 5.1.5.	The City shall refer, as appropriate, development proposals in or adjacent to environmentally sensitive areas to the respective Federal, State and regional agencies for their review and comment.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~4.1.6.~~ 5.1.6.	The City shall, in conjunction with the Department of Environmental Protection, maintain and review its environmental protection regulations as necessary to protect environmentally sensitive lands within the Tomoka Marsh Aquatic Preserve and shall continue to review development activity to ensure general consistency with the Tomoka Marsh Aquatic Preserve Management Plan.							X	No change to text. Re-numbered.
POLICY ~~4.1.7.~~ 5.1.7.	Dredge ~~spoil~~ material management sites are a public use required for the safe and efficient operation of the Intracoastal Waterway. It is the legislative mandate of the Florida Inland Navigation District (FIND) to provide all lands necessary for the construction, operation and maintenance of the Atlantic Intracoastal Waterway in Florida. Site selection for ~~spoil~~ dredge material management sites are performed by ~~FIND~~ the Florida Inland Navigation District in conformance with their legislative mandate. Site inventories as part of ~~FIND'S~~ the Florida Inland Navigation District's ~~annual~~ public facilities report shall be submitted to the City ~~annually starting with the 1998 annual report~~ as directed by Section 189.08, Florida Statutes.							X	Informed by Florida Inland Navigation District representative that the term "spoil sites" are no longer used. Other changes are updated as recommended by Florida Inland Navigation District. Spell out acronyms Re-numbered.
POLICY ~~4.1.8.~~ 5.1.8.	The City shall be notified by the Florida Department of Environmental Protection when ~~FIND~~ the Florida Inland Navigation District submits a permit for a new or modified ~~dredge spoil site~~ Dredged Material Management Area. The City Commission may submit comments to the Florida Department of Environmental Protection regarding the consistency/inconsistency of the permit application with the City's Comprehensive Plan compatible with the provisions of Chapter 403.973~~(24)(a)~~, Florida Statutes.							X	Updated as recommended by Florida Inland Navigation District. Spelled out acronym. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~4.1.9.~~ 5.1.9.	~~No new spoil islands shall be developed except when showing that their development is in the public interest and a hardship would result if the development is not authorized consistent with Rule 18.012, Florida Administrative Code.~~ The City will continue to work with the Florida Inland Navigation District and the U.S. Army Corps of Engineers to maintain the Intracoastal Waterway for the benefit of its citizens and visitors and seek opportunities for the beneficial re-use of dredge material.							X	Updated as recommended by Florida Inland Navigation District. Re-numbered.
~~POLICY 4.1.10.~~	~~Proposals for the public development of spoil islands within the City of Ormond Beach should receive public comments through a public hearing conducted within the City limits of Ormond Beach, consistent with Rule 18.012, Florida Administrative Code.~~			X					There are no spoil islands within the City of Ormond Beach limits for public development so this policy should be deleted.
~~POLICY 4.1.11.~~	~~Unauthorized structures that have been constructed on spoil islands shall be removed in a manner consistent with Rule 18-21.012, Florida Administrative Code~~.			X					There are no spoil islands within the City of Ormond Beach limits so this policy should be deleted.
POLICY ~~4.1.12.~~ 5.1.10.	The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series in the Future Land Use Element as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan.							X	No change to text. Re-numbered.
OBJECTIVE ~~4.2.~~5.2. FLOOD CONTROL AND STORMWATER RUNOFF	**Through the provisions of the Land Development Code, the City shall manage development to minimize flood damage and runoff from development to lessen the potential degradation of the City's surface water bodies, as per the intent of the Conservation, Coastal Management and Utilities Elements of the City's Comprehensive Plan.**	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~4.2.1.~~ 5.2.1.	The City shall review all development plans to ensure that development is consistent with the City's ~~Flood Damage Control~~ Floodplain Management and Protection, Surface Water Runoff Control, and Wetlands Protection provisions in the Land Development Code and the Comprehensive Plan, and that all practical and feasible measures have been incorporated to minimize flood damage potential.							X	Updated the LDC section title.
POLICY ~~4.2.2.~~ 5.2.2.	The City shall use detailed area-wide drainage plans to reduce flooding potential and minimize direct discharge of stormwater runoff into surface water bodies. The City shall cooperate with Volusia County and adjoining communities in this effort.							X	No change to text. Re-numbered.
POLICY ~~4.2.3.~~ 5.2.3.	Wherever feasible, the viability of natural drainage systems shall be maintained to prevent potential flooding problems and costly structural water control measures.							X	No change to text. Re-numbered.
POLICY ~~4.2.4.~~ 5.2.4.	On an ongoing basis, the City shall update its mapping of flood prone areas to include an inventory of existing land uses, structures susceptible to damage and flooding, and an inventory of flood water conveyance structures and features. The update shall be incorporated into the Comprehensive Plan Update and shall further inventory and analyze future land uses proposed for flood prone areas to determine the suitability of such uses.							X	No change to text. Re-numbered.
OBJECTIVE ~~4.3.~~5.3. PRESERVATION OF NATURAL FLORA AND FAUNA	**The City shall encourage Developers to incorporate, to the extent feasible, retention of natural vegetation in project design and ensure that significant aesthetic and natural features are not destroyed.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~4.3.1.~~ 5.3.1.	All new developments shall be reviewed for potential adverse environmental impacts.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~4.3.2.~~ 5.3.2.	The City shall maintain on-going programs that identify and preserve unique aesthetic and natural features.							X	No change to text. Re-numbered.
OLICY ~~4.3.3.~~ 5.3.3.	The City shall, in cooperation with Volusia County, monitor and analyze surface water quality in the Tomoka River and Halifax River. The City shall take remedial action and adopt new regulations, as appropriate to maintain or improve its quality.							X	No change to text. Re-numbered.
OBJECTIVE ~~4.4.~~ 5.4. COORDINATION WITH NATURAL RESOURCES	**The density and intensity of future land uses and any proposed development activity shall be coordinated with the natural conditions of the area, including topography, drainage, and soil conditions in order to maintain and protect vital natural functions and environmentally sensitive areas.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~4.4.1.~~ 5.4.1.	Review land use change and development approval requests for potential impact on natural conditions and for consistency with the environmental protection requirements of the Surface Water Runoff Control, Wetlands Protection, and Floodplain Management and Protection ~~Damage Control~~ Ordinances and with the Utilities, Coastal Management and Conservation Elements of the Comprehensive Plan.							X	Updated the title of Ordinance. Re-numbered.
POLICY ~~4.4.2.~~ 5.4.2.	Encourage the use of cluster development or innovative design measures to ensure the protection of natural resources.							X	No change to text. Re-numbered.
POLICY ~~4.4.3.~~ 5.4.3.	The City shall update its Land Development Code, as necessary, to maintain specific and detailed provisions which regulate the use of land and water bodies consistent with the Comprehensive Plan and to ensure the compatibility of such uses with the natural resources of the community.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Future Land Use Element, February 18, 2025									
POLICY ~~4.4.4.~~ 5.4.4.	The location, development, and significance of topography, vegetation, wildlife habitat, flood hazard, the 100-year flood area, and soils for a particular site will be determined during the development review process from information required to be submitted to the City, in accordance with the criteria of Environmental Assessment Reports and that criteria of the relative ordinances for tree protection, wetlands protection, stormwater management, and ~~flood damage control~~ floodplain management and protection. This shall include recordation of Federal Emergency Management Administration (FEMA) flood zone designations on site plans and plats.							X	Updated the term "floodplain management and protection" instead of "flood damage control" for consistency. Re-numbered.
OBJECTIVE ~~4.5.~~ 5.5. SIGNIFICANT HISTORICAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES	**The City shall continue to maintain land development regulations that identify, designate, and protect historical resources.**	163.3177						X	Updated language consistent with Cultural and Historical Resources Element. Re-numbered.
POLICY ~~4.5.1.~~ 5.5.1.	The City shall maintain the ~~Local~~ Ormond Beach Historic Landmark List and continue to identify and designate historically significant sites and buildings.							X	Update language consistent with LDC 2-71(k). Re-numbered.
POLICY ~~4.5.2.~~ 5.5.2.	The City shall continue to implement the historic preservation ordinance that protects historic landmarks from alteration or demolition, and apply it to historical, architectural, archaeological, and paleontological resources in accordance with the Cultural and Historical Resources Element.							X	Updated language consistent with Cultural and Historical Resources Element Added comma after "archaeological" Re-numbered.
OBJECTIVE ~~4.6.~~ 5.6. ENVIRONMENTAL CORE OVERLAY	**To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach.**	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Future Land Use Element, February 18, 2025									
POLICY ~~4.6.1.~~ 5.6.1.	To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach, the city adopts the Environmental Core Overlay or "ECO" Map as ~~a component~~ Figure 13 of the Future Land Use Map series.							X	Added reference to Figure 13. Re-numbered.
POLICY ~~4.6.2.~~ 5.6.2.	The City supports the adopted smart growth goals, objectives and policies of ~~the~~ Volusia County's Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ~~ECO~~ Environmental Core Overlay Map.							X	Added "Volusia" before County's. Spell out acronym. Re-numbered.
POLICY ~~4.6.3.~~ 5.6.3.	Where land is partially or fully within ~~ECO~~ the Environmental Core Overlay, proposed development activities shall be encouraged to utilize innovative and flexible land development and planning techniques ~~such as transfer of development rights~~.							X	Spell out acronym. No provisions of transfer of development rights. Re-numbered.
GOAL ~~5.~~6. ANNEXATION	**THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGUOUS FOR UTILITY SERVICE.**	163.3177						X	No change to text. Re-numbered.
OBJECTIVE ~~5.1.~~6.1. ANNEXATION	**Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation, and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.**	163.3177						X	Corrected punctuation; added comma after "recreation" Re-numbered.
POLICY ~~5.1.1.~~ 6.1.1.	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.								
POLICY ~~5.1.2.~~ 6.1.2.	The cost of off-site water and sewer trunk lines shall be borne by the Developer with reimbursements limited to the amount specifically provided for in the ~~impact~~ connection fee structure for such areas.							X	Change impact to connection fee. Re-numbered.
POLICY ~~5.1.3.~~ 6.1.3.	~~Impact~~ Connection fee districts shall be established with the ~~impact~~ connection fee rate structure reflective of the availability or non-availability of a trunk line system. The plant ~~impact~~ connection fee shall be paid on the same basis as the remainder of the City, even where development is converted from on-site to City systems.							X	Change impact to connection fee. Take underline out from comma in policy #. Re-numbered.
POLICY ~~5.1.4.~~ 6.1.4.	Water and/or sewer service ("city utilities") may be provided to property or areas outside of the city's municipal boundaries that are considered suitable for annexation, as follows: 1. For property that is contiguous to the city's municipal boundaries and that meets other legal requirements for annexation, the property owner must annex the property prior to or concurrent with connection to the city's utilities. 2. Except as otherwise provided in paragraph 6 of this policy, the property owner executes and records an agreement to annex at the time the property is contiguous to the city's municipal boundaries and meets all other legal requirements for annexation. 3. If connection to city utilities is necessary to develop the property, the proposed development is found to be generally consistent with the goals and policies of the ~~SLDR~~ Suburban Low Density Residential ~~district~~ land use category or other appropriate land use designation. 4. The proposed development is contiguous to a water and/or sewer service area.							X	Minor text amendment. Added N. US 1 MSA amendment dates. Added the renewal of the ISBA completed (August 2024). Spelled out DRI on item "d" Re-numbered.

5. As otherwise provided by an interlocal agreement between the city and a governmental entity.

6. As otherwise provided for properties in a utility service area established by the city commission; such utility service areas include at the present time but are not necessarily limited to the following:

   a) North Peninsula Water District (Ormond-By-The-Sea) established in 1979 by Ordinance 79-45 (Article 1, Division 3, Chapter 22, Code of Ordinances). Neither annexation nor an annexation agreement shall be required for connection to city utilities; and for properties with existing annexation agreements, annexation shall not be compelled without the consent of the property owner at the time of annexation.

   b) West Ormond Utilities District established in 1989 by Ordinance 89-43 (Article VI, Chapter 22, Code of Ordinances). Annexation or an annexation agreement shall be required as conditions to connect to city utilities.

      a) c) North U.S. Highway 1 Interlocal Planning and Municipal Service Area established in 2014 by Ordinance 2014-27 recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. (Article VII, Chapter 2, Land Development Code). The Interlocal Service Boundary Agreement was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal

Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County. Annexation or an annexation agreement shall be required as conditions to connect to city utilities within the North U.S. Highway 1 Interlocal Planning and Municipal Service Area.

d) Hunter's Ridge-Flagler County ~~DRI~~ Development of Regional Impact Service Area established in 2016 by Ordinance 2016-25 (Article IV, Chapter 22, Code of Ordinances). The properties in this service area are situated in Flagler County; therefore, the city's utility connection policy that would otherwise require a property owner to annex or to execute an annexation agreement shall not apply.

e) As may be provided in other utility service areas that are established after the adoption of this policy.

7. Except as otherwise provided in this policy, connection to city utilities shall be deemed to be consent to annexation.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~5.1.5.~~ 6.1.5.	Proposed developments in annexed areas that are not located in close proximity to water and sewer infrastructure may be allowed to provide interim on-site water and sewer infrastructure, provided that all necessary State permits are secured; the development is dry-lined and all related infrastructure is in place to ensure future connection to the City system when available. To facilitate connection, ~~impact~~ connection fees shall be prepaid, bonded for, or otherwise guaranteed in a manner acceptable to the City.							X	Changed impact to connection fee. Re-numbered.
POLICY ~~5.1.6.~~ 6.1.6.	New development shall be encouraged to provide on-site amenities commensurate with their projected populations including common open space, recreation facilities including game courts, swimming pools, community centers, and tot-lots.							X	Corrected punctuation; added comma after "centers" Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~5.1.7.~~ 6.1.7.	The City shall cooperate with ~~the~~ Volusia County in establishing urban service areas as appropriate for police, fire, recreation, cultural and other activities and centers so that appropriate ~~impact~~ connection fees can be paid or bonded for development in the unincorporated area that may be annexed to the City, or such funds transferred to the City where the impact fee had previously been collected by Volusia County.							X	Added "Volusia" before County. Changed impact to connection fee. Re-numbered.
POLICY ~~5.1.8.~~ 6.1.8.	The City shall not reject annexation requests of strip commercial uses based solely on their design or functionality.							X	No change to text. Re-numbered.
POLICY ~~5.1.9.~~ 6.1.9.	All new development proposing the use of interim package plants shall occur in an orderly and economical manner, with those areas having the greatest combined complement of urban public facilities and services receiving development first. New land areas will be staged for urbanization in a contiguous manner that minimizes additional public investments.							X	No change to text. Re-numbered.
GOAL ~~6.~~7. PLANNING PROCESS	**CONTINUE TO IMPLEMENT A PERMANENT AND EFFECTIVE LOCAL LAND USE PLANNING PROCESS, BASED ON SOUND PROFESSIONAL PLANNING PRINCIPLES AND THE DESIRES OF THE CITIZENRY TO GUIDE THE FUTURE DEVELOPMENT OF THE CITY TO ENSURE THE HIGHEST QUALITY OF LIFE POSSIBLE FOR ALL EXISTING AND FUTURE RESIDENTS.**	163.3177						X	No change to text. Re-numbered.
OBJECTIVE ~~6.1.~~ 7.1. PUBLIC PARTICIPATION	**The City should continue to provide adequate opportunity for citizen initiative and participation in the planning process. This shall include notification procedures appropriate to the planning issue**.	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY ~~6.1.1.~~ 7.1.1.	The City, through the City Commission, the Planning Department, and advisory boards, shall continue to solicit public input and involvement in all areas of planning.							X	No change to text. Re-numbered.
POLICY ~~6.1.2.~~ 7.1.2.	The City Commission and the Planning Department shall continue and, where necessary, improve and initiate measures to increase citizen awareness concerning planning issues.							X	No change to text. Re-numbered.
OBJECTIVE ~~6.2~~7.2. COORDINATION OF POPULATION WITH HURRICANE EVACUATION PLANS	**New development and coastal area population densities shall be coordinated with the local peacetime emergency management plan and any other interagency hurricane evacuation plans.**	163.3177						X	No change to text. Re-numbered.
POLICY ~~6.2.1.~~ 7.2.1.	New development shall be managed so that public facility and service needs required to meet adopted hurricane evacuation times and needs ~~as~~ are maintained at the adequate level-of-service.							X	Minor text amendment. Re-numbered.
POLICY ~~6.2.2.~~ 7.2.2.	All requests for rezoning and land uses changes shall be considered in coordination with the criteria of the City's Coastal Management Element and the Volusia County Comprehensive Emergency Management Plan.							X	Minor text amendment. Re-numbered.
GOAL ~~7.~~ 8. DOWNTOWN COMMUNITY REDEVELOPMENT AREA	**THE DOWNTOWN MASTER PLAN UPDATE WAS ADOPTED BY THE CITY COMMISSION ON ~~SEPTEMBER 18, 2007~~ OCTOBER 1, 2019. COVERING THE AREA BETWEEN ORCHARD STREET AND THE OCEAN AND BETWEEN LINCOLN AND TOMOKA AVENUES~~,~~:~~ THE PLAN REPRESENTS THE CITIZENS' VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES.** • **ECONOMIC DEVELOPMENT – FOSTER A SUCCESSFUL AND ATTRACTIVE PEDESTRIAN ORIENTED DOWNTOWN RETAILING PLACE;**	163.3177						X	Downtown Master Plan was updated in 2019 so text is appropriately revised. Re-numbered.

Goals, Objectives, Policies	FL Statute Citation	Recommended Action						Explanation/Modification
		Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025								
• SENSE OF PLACE & APPEARANCE – PROMOTE A SENSE OF PLACE AND PHYSICAL PRESENCE; • ARTS & CULTURE – ENHANCE "COMMUNITY" UTILIZING THE ARTS AND DOWNTOWN'S CULTURAL ASSETS; • ~~MAXIMIZE THE WATERFRONT AS AN ASSET FOR REDEVELOPMENT~~; • TRANSPORTATION & CIRCULATION – RECLAIM GRANADA BOULEVARD AS A SHARED PUBLIC REALM; • RESIDENTIAL NEIGHBORHOODS – PRESERVE AND ENHANCE RESIDENTIAL NEIGHBORHOODS; • STANDARDS & REGULATIONS – CREATE A SUPPORTIVE REGULATORY ~~ENVIRONMENT~~ AND GOVERNMENTAL STRUCTURE THAT ENABLES POSITIVE REINVESTMENT; ~~AND~~ • ~~HAVE A BIAS FOR ACTION.~~ ENSURING THE VISION – COMMIT TO A STRATEGY OF ACTION ORGANIZED AROUND PROJECTS AND CHAMPIONS TO GET RESULTS. • RECREATION & OPEN SPACE – MAXIMIZE THE USE OF AVAILABLE OPEN SPACE FOR COMMUNITY ENJOYMENT; AND • ENVIRONMENTAL SUSTAINABILITY – FOSTER AN ENVIRONMENTALLY CONSCIOUS COMMUNITY; THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, PUBLIC ART,								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	STREETSCAPE IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.								
OBJECTIVE ~~7.1.~~ 8.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS	**Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Downtown Master Plan.**							X	Added "Downtown" before Master Plan. Re-numbered.
POLICY 7~~.1.1.~~ 8.1.1.	The City shall utilize a Form Based Code to implement the vision stated in the adopted ~~2007~~ Downtown Redevelopment Master Plan.							X	Delete date. Re-numbered.
POLICY 7~~.1.2.~~ 8.1.2.	The Ormond Beach Community Redevelopment Area through the adoption of the ~~2007~~ Downtown Redevelopment Master Plan for the Downtown Overlay District has established a Form Based Code that places an emphasis on the relationship between the street and buildings, pedestrian and vehicles, public and private spaces, and the relationship between multiple buildings, a block, a neighborhood, and transitions in scale.							X	Delete date. Corrected punctuation; added comma after "neighborhood" Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 7~~.1.3.~~ 8.1.3.	In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with "build to" lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.							X	No change to text. Re-numbered.
POLICY 7~~.1.4.~~ 8.1.4.	In accordance with the adopted ~~2007~~ Downtown Redevelopment Master Plan, new development and redevelopment shall be incentivized by providing alternative parking provisions to include: • Off-site parking facilities; • Parking reductions due to transit availability; • Parking waivers for smaller tenant spaces; and • Shared parking between day and evening users.							X	Delete date. Re-numbered.
POLICY 7~~.1.5.~~ 8.1.5.	New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed-use projects, are encouraged and shall take priority in financial assistance from the City.							X	Corrected punctuation; hyphenated mixed-use and added comma after "projects" Re-numbered.
POLICY 7~~.1.6.~~ 8.1.6.	The Land Development Code shall be ~~amended and~~ maintained to allow urban style signage within the commercial areas of the Downtown Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.							X	No change to text. Re-numbered.
POLICY 7~~.1.7.~~ 8.1.7.	New Development and redevelopment within the Downtown and Beachside districts where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ~~ROW~~ A Right-of-Way (ROW) dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned or with approval by the City Commission.							X	Amendment to add the Downtown and Beachside Districts and require City Commission approval if building outside the build to line. Spelled out "Right-of-Way" (ROW).

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
									Re-numbered.
POLICY 7~~.1.8.~~ 8.1.8.	To promote development and redevelopment within the Downtown, the City shall pursue a downtown stormwater conceptual permit from St. John~~'~~s River Water Management District as an alternative to individualized stormwater retention and treatment.							X	Remove apostrophe from Johns. Re-numbered.
POLICY 7~~.1.9.~~ 8.1.9.	The City shall include incentives in the development review process to encourage upper story residential development with supporting uses such as ground floor retail and office development.							X	No change to text. Re-numbered.
OBJECTIVE ~~7.2.~~ 8.2. PUBLIC INVESTMENT	**The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.**							X	No change to text. Re-numbered.
POLICY 7~~.2.1.~~ 8.2.1.	The City shall pursue the underground placement of utilities where deemed financially feasible within the Downtown Community Redevelopment Area.							X	No change to text. Re-numbered.
POLICY 7~~.2.2.~~ 8.2.2.	The City shall evaluate stormwater needs in the Downtown Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.							X	No change to text. Re-numbered.
POLICY 7~~.2.3.~~ 8.2.3.	Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the Downtown Redevelopment Master Plan.							X	Added "Downtown" for clarification of Plan. Re-numbered.
POLICY 7~~.2.4.~~ 8.2.4.	The City shall continually assess and implement a streetscape program along Granada Boulevard and other major roadways in the Downtown Community Redevelopment Area. The streetscape program should include street trees, decorative pavers and lighting, way-finding signage, and street furniture.							X	No change to text. Re-numbered.
POLICY 7~~.2.5.~~ 8.2.5.	The City shall continue to review and improve the public park facilities in the Downtown Community Redevelopment ~~a~~ Area and provide a full range of recreational opportunities, such as fishing, tot lots, performance, and festival areas.							X	Added Downtown Community for clarification. Corrected punctuation; added comma after "performance"

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
									Re-numbered.
POLICY 7~~.2.6.~~ 8.2.6.	The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Downtown Community Redevelopment Area.							X	No change to text. Re-numbered.
POLICY 7~~.2.7.~~ 8.2.7.	The City shall continue to work with organizations such as Ormond MainStreet, the Chamber of Commerce, and the Ormond Memorial Art Museum, as ~~will~~ well as business and property owners to implement capital projects in Downtown Master Plan Update.							X	Corrected spelling from will to well. Re-numbered.
POLICY 8.2.8.	The City should promote public art within the Downtown Community Redevelopment Area per the Downtown Public Art Master Plan.				X				Implementation of public art per the Public Art Master Plan (currently underway).
OBJECTIVE ~~7.3.~~ 8.3. PARKING	**The City shall encourage the shared parking of private parking lots, public on-street parking, and public parking lots within the Downtown Community Redevelopment Area.**							X	No change to text. Re-numbered.
POLICY 7~~.3.1.~~ 8.3.1.	The City shall pursue a market-based approach to required off-street parking in the Downtown Overlay District. Off-street and on-site parking is permitted, but public parking may be counted towards the parking requirement provided such parking is within the downtown pedestrian walking shed distance.							X	Added and after "Off-street" Re-numbered.
POLICY 7~~.3.2.~~ 8.3.2.	The City shall establish pedestrian sheds denoting walkability between existing public, offsite parking lots, and destination points within the Downtown Overlay District.							X	Corrected punctuation; added commas after "public" and "lots". Re-numbered.
POLICY 7~~.3.3.~~ 8.3.3	The City shall provide additional public parking in the Downtown Overlay District when it is determined through parking studies that parking demand exceeds parking supply.							X	No change to text. Re-numbered.
POLICY 7~~.3.4.~~ 8.3.4.	The Land Development Code shall be maintained to allow for parking waivers in the Downtown Community Redevelopment Area, utilization							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	of public lots for commercial parking calculations, and shared private parking lots.								
POLICY 7~~.3.5.~~ 8.3.5.	While on-street parking along Granada Boulevard within the Downtown Community Redevelopment Area is regulated by the Florida Department of Transportation, the City's desire is to maintain existing on-street parking and expand where possible.							X	No change to text. Re-numbered.
POLICY 7~~.3.6.~~ 8.3.6.	Wherever possible, local roads within the Downtown Community Redevelopment Area ~~redevelopment area~~ shall provide on-street parking.							X	Updated to Downtown Community Redevelopment Area for consistency. Re-numbered.
POLICY 7~~.3.7.~~ 8.3.7.	The City shall continually identify opportunities to provide public parking where demand exceeds supply within the Downtown Community Redevelopment Area.							X	No change to text. Re-numbered.
OBJECTIVE ~~7.4.~~ 8.4. ENERGY MANAGEMENT PRACTICES	**Promote effective energy management practices in the downtown ~~community~~ redevelopment community area**.							X	Delete word "community". Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 7.~~4.1.~~ 8.4.1.	Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travelled among trip destinations.							X	Re-numbered.
POLICY 7.~~4.2.~~ 8.4.2.	Continue developing new regulations to the land development code that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.							X	No change to text. Re-numbered.
GOAL ~~8.~~ 9. ECONOMIC DEVELOPMENT	**TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.**							X	No change to text. Re-numbered.
OBJECTIVE ~~8.1.~~ 9.1. BALANCED ECONOMIC GROWTH	**The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Ormond Beach and by being proactive in business retention, expansion, and attraction.**							X	No change to text. Re-numbered.
POLICY 8.~~1.1.~~ 9.1.1.	The City shall maintain a working relationship with the Ormond Beach business community and update economic development assistance programs as necessary.							X	No change to text. Re-numbered.
POLICY 8.~~1.2.~~ 9.1.2.	The City shall continually work to expand the Ormond Beach non-residential tax base and other revenue sources.							X	No change to text. Re-numbered.
POLICY 8.~~1.3.~~ 9.1.3.	The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.							X	No change to text. Re-numbered.
POLICY 8.~~1.4.~~ 9.1.4.	The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 8~~.1.5.~~ 9.1.5.	The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.							X	No change to text. Re-numbered.
POLICY 8~~.1.6.~~ 9.1.6.	The City shall identify and recruit industries involved in the "Green" sustainable energy related research, development, and manufacturing industries.							X	No change to text. Re-numbered.
POLICY 8~~.1.7.~~ 9.1.7.	The City shall continue to partner with Volusia County and the Ormond Beach Chamber of Commerce to promote economic development within Ormond Beach.							X	No change to text. Re-numbered.
POLICY 8~~.1.8.~~ 9.1.8.	The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.							X	No change to text. Re-numbered.
POLICY 8~~.1.9.~~ 9.1.9.	The City shall seek new business locations and existing business expansions that are compatible with the City's land use plans and policies.							X	Changed the word "see" to "seek" Make location plural and make expansion plural. Re-numbered.
OBJECTIVE ~~8.2.~~ 9.2. BUSINESS RECRUITMENT, REDEVELOPMENT AND FUTURE BUSINESS CENTERS	**The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Ormond Beach.**							X	No change to text. Re-numbered.
POLICY 8~~.2.1.~~ 9.2.1.	The City shall promote and create financial and other incentives for redevelopment of the downtown~~, community~~ redevelopment areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.							X	Adjusted text. Re-numbered.
POLICY 8~~.2.2.~~ 9.2.2.	The City shall continually attract new industries to locate at the Ormond Beach Municipal Airport and Airport Business Park and other industrial parks in the City.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 8~~.2.3.~~ 9.2.3.	The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.							X	No change to text. Re-numbered.
POLICY 8~~.2.4.~~ 9.2.4.	The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City (such as the Downtown ~~CRA~~ Community Redevelopment Area, US1, and SRA1A) that have existing infrastructure and are vacant or underutilized.							X	Spelled out CRA. Re-numbered.
OBJECTIVE ~~8.3.~~ 9.3. PLANNING FOR ECONOMIC DEVELOPMENT	**The City should plan for business retention, redevelopment, and attraction as part of economic development.**							X	Add text. Re-numbered.
POLICY 8~~.3.1.~~ 9.3.1.	All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.							X	No change to text. Re-numbered.
POLICY 8~~.3.2.~~ 9.3.2.	All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.							X	No change to text. Re-numbered.
POLICY 8~~.3.3.~~ 9.3.3.	The City shall regularly evaluate the demand for land designated for economic activity, ~~and~~ the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.							X	Removed the first occurrence of the word "and" Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
~~TABLE 1~~	**TABLE 1** **PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION** Source: City of Ormond Beach Planning Department and GIS Division Note: 2008 excludes 2,204 acres of water and roads within City limits. Total gross area of the City in 2008 is 22,919 areas.						X		Move to end of element. Update to include 2024 distribution.

LAND USE DESIGNATION	1988		1995		2008	
	Area (acres)	% of Total	Area (Acres)	% of Total	Area (acres)	% of Total
Residential	3,752	44%	8,090	60%	9,199	44%
Commercial	403	5%	546	4%	1,436	7%
Institutional	670	8%	803	6%	898	4%
Industrial	275	3%	336	3%	630	3%
Recreation/Open Space	3,497	41%	3,627	27%	5,537	26%
Activity Center	N/A				3,095	15%
TOTAL	8,597	100%	13,402	100%	20,715	100%

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
~~TABLE 2~~	**TABLE 2** **DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION**						X		Move to end of element. Update to include 2024 distribution.
~~TABLE 3~~	**TABLE 3** **POPULATION PROJECTIONS 2000-2025**						X		Move to end of element. Update. See population analysis.

Land Use Classification	Developed Property Area (Acres)	Developed Property % of Total	Undeveloped Property Area (acres)	Undeveloped Property % of Total	Total (Acres)	% of Total
Institutional	849	95%	49	5%	898	4%
Residential, Office, Retail	263	62%	159	38%	421	2%
General Commercial	583	86%	92	14%	675	3%
Tourist Commercial	186	85%	34	15%	220	1%
Heavy Commercial	106	88%	14	12%	120	1%
Industrial/Utilities	371	59%	259	41%	630	3%
Activity Center	1,270	0%	1,825	100%	3,095	14%
High Density Residential	101	97%	3	3%	104	.5%
Medium Density Residential	1,027	81%	244	19%	1,271	6%
Low Density Residential	4,505	90%	519	10%	5,024	22%
Suburban Low Density Residential	1,152	77%	349	23%	1,501	7%
Rural Estate	795	70%	348	30%	1,143	5%
Rural Residential	139	89%	17	11%	156	1%
Recreation/Open Space	N/A	N/A	N/A	N/A	532	2%
Open Space/Conservation	N/A	N/A	N/A	N/A	5,005	22%
Water bodies/ROW	N/A	N/A	N/A	N/A	2,204	10%
CITY TOTAL AREA					**22,919**	

Source: City of Ormond Beach Planning Department

Year	Population Projection
2000 (Census)	36,301
2005 (BEBR Estimate)	39,683
2009 (BEBR Estimate)	40,832
2010	42,533
2015	45,951
2020	48,880
2025	51,079

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
GOAL ~~9.~~ 10. NORTH US 1 MUNICIPAL SERVICE AREA (MSA)	**TO IMPLEMENT THE PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY AND THE COUNTY OF VOLUSIA PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, AS AMENDED.**							X	No change to text. Re-numbered.
OBJECTIVE ~~9.1.~~ 10.1. NORTH US 1 ~~MSA~~ MUNICIPAL SERVICE AREA (MSA) PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY	**The City shall have sole and singular authority within the boundaries of the ~~MSA~~ Municipal Service Area (MSA) to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations, and provide for the enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach City Commission and by the Volusia County Council effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida, and as amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida, and as amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.**							X	Spell out MSA (Municipal Service Area). Re-numbered. Added renewal of the ISBA.
POLICY ~~9.1.1.~~ 10.1.1.	The North US 1 Municipal Service Area (MSA), consistent with its related policies of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.							X	No change to text. Re-numbered.
POLICY ~~9.1.2.~~ 10.1.2.	Pursuant to the ~~ISBA~~ Interlocal Service Boundary Agreement (ISBA), the City may annex noncontiguous parcels and create enclaves within the ~~MSA~~ Municipal Service Area notwithstanding Policy ~~5~~6.1.4.							X	Spell out acronyms. Update Policy reference.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
									Re-numbered.
~~POLICY 9.1.3.~~	~~The City shall be authorized to amend the City's zoning map for all unincorporated lands within the MSA after a City land use designation has been adopted.~~			X					The amendments to the City zoning maps have occurred and this policy is no longer needed or applicable.
POLICY ~~9.1.4.~~ 10.1.3.	The City's future land uses on Figure 11 are described under "Goal ~~1~~2. Land Use Distribution" of the current adopted Comprehensive Plan. For the purposes of the ~~MSA~~ Municipal Service Area, the City and County future land use categories shall be considered equal with the land use restrictions as described by map annotation in Table 4, ~~and in~~ Table 5, and ~~in~~ Table 6 of the Future Land Use Element.							X	Spell out acronyms. Corrected Goal 1 to Goal 2. Added Future Land Use Element reference. Minor grammatical changes where tables are referenced. Re-numbered.
TABLE 1 PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION							X		Moved table.
TABLE 2 DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION							X		Moved table.
TABLE 3 POPULATION PROJECTIONS, 2025-2045							X		Moved table.
TABLE 4, NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
TABLE 5, FIRST AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change
TABLE 6, SECOND AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change
Figure 1. Future Land Use Map								X	Update
Figure 2. Vacant Land Map								X	Update
Figure 3. Wetland Vegetation Map								X	Update
Figure 4. Soils Map								X	Update
Figure 5. Energy Conservation Map								X	Update
Figure 6. A1A Transportation Concurrency Exception Area Map								X	Update
Figure 7. Downtown Transportation Concurrency Exception Area Map								X	Update
Figure 8. SR40 Transportation Concurrency Exception Area Map								X	Update

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
Figure 9. US1 Transportation Concurrency Exception Area Map								X	Update
Figure 10. Ormond Crossings Transportation Concurrency Exception Area Map								X	Update
Figure 11. North US 1 Municipal Service Area Map								X	Update
Figure 12, Redevelopment Areas					X				New Map
Figure 13. Volusia County Environmental Core Overlay					X				New Map

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
HEADERS	**TRANSPORTATION ELEMENT** **~~GOALS, OBJECTIVES AND POLICIES~~**			X					Proposed to delete headers element wide. Title pages have replaced headers.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
GENERAL STATEMENT	~~**GENERAL STATEMENT**~~ ~~**THE OBJECTIVES AND POLICIES PRESENTED IN THIS ELEMENT ARE BASED UPON THE 2008 EVALUATION APPRAISAL REPORT. THE CITY RECOGNIZES IT CAN NOT CONTINUE TO RELY ON INCREASING ROADWAY CAPACITY AS ITS SOLE TRANSPORTATION STRATEGY. TO THAT END, A MULTI-MODAL STRATEGY IS PRESENTED THAT PLACES GREATER EMPHASIS ON REDUCING VEHICLE MILES TRAVELED (VMT) THAN PROVIDING MORE ROADWAY SUPPLY. THIS STRATEGY PROVIDES FOR FUTURE ROADWAY CORRIDOR PRESERVATION, MORE EFFECTIVE ACCESS MANAGEMENT, GREATER EMPHASIS ON PEDESTRIANS AND BIKE TRAILS, AND IMPLEMENTATION OF SMART GROWTH DESIGN PRINCIPLES TO AREAS WHERE (RE) DEVELOPMENT SHOULD OCCUR BASED UPON CURRENT TRANSIT CORRIDORS.**~~ ~~**WHILE THE CITY IS DESIGNATED A DENSE URBAN LAND AREA (DULA) AND IS EXEMPT FROM STATE TRANSPORTATION CONCURRENCY (TOP DOWN) CITYWIDE, THE CITY (BOTTOM UP) IS REQUIRING THAT TRANSPORTATION IMPACTS ON STATE, COUNTY AND CITY ROADWAYS BE MITIGATED EXCEPT FOR THE DOWNTOWN, AIA (SR 40 SOUTH TO THE CITY LINE), US 1 (FROM WILMETTE AVENUE SOUTH TO THE CITY LINE); AND SR 40 (FROM AIA TO I95). FOR THESE**~~	163.3177 (6)(b)		X					Proposed to be deleted. Other Elements do not have general statements and this appears to be inconsistent with the other Elements.

Goals, Objectives, Policies	FL Statute Citation	Recommended Action						Explanation/Modification
		Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025								
~~AREAS, VOTRAN PROVIDES CORE BUS SERVICE WHICH WILL BE ENHANCED THROUGH DEVELOPMENT AND (RE) DEVELOPMENT AT HIGHER DENSITIES AND INTENSITIES. DEVELOPMENT AT OR ABOVE THRESHOLDS RECOMMENDED BY VOTRAN TRANSIT DESIGN GUIDELINES SHALL BE REQUIRED TO MAKE TRANSIT FACILITY OR OPERATIONAL IMPROVEMENTS.~~ ~~THROUGHOUT THE CITY LEVEL OF SERVICE (LOS) FOR PERCENTAGE OF SIDEWALK COVERAGE LINKING RESIDENTIAL AREAS TO DESTINATION POINTS AND TRANSIT STOPS WILL BE ESTABLISHED AND ADOPTED INTO THE COMPREHENSIVE PLAN BY JULY 2012. WHERE SIDEWALK LOS IS BELOW THE ADOPTED LOS, APPLICANTS FOR DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO CONSTRUCT OR PAY A FEE IN LIEU OF TO IMPROVE THE CURRENT SIDEWALK LOS TO THE ADOPTED LOS WITHIN THE ¼ MILE PEDESTRIAN SHED THAT SERVES THAT PARTICULAR DEVELOPMENT.~~ ~~ORMOND BEACH DUE TO ITS SIZE AND LOCATION HAS A LIMITED ROLE IN DEVELOPING TRANSPORTATION DEMAND MANAGEMENT STRATEGIES, HOWEVER, THE CITY IS HOME TO MANY INDUSTRIAL USERS MOSTLY LOCATED ON US 1 BETWEEN WILMETTE AVENUE AND THE I95 INTERCHANGE THAT COULD BENEFIT FROM A PRIVATELY								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	~~ORGANIZED TRANSPORTATION MANAGEMENT INITIATIVE (TMI) OPERATED THROUGH AN EXISTING ENTITY SUCH AS THE CHAMBER OF COMMERCE OR ECONOMIC DEVELOPMENT ORGANIZATION THAT COULD MARKET, ADVOCATE AND HOST TDM INITIATIVES.~~								
GOAL 1. LAND USE	**PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.**	163.3177 (6)(b)(1)&(2)	X						
OBJECTIVE 1.1. STRATEGIC INTERMODAL SYSTEM	**Protect Florida's Strategic Intermodal System (SIS) by preserving future Right-of-Way ~~ROW~~ corridors.**							X	Spell out acronyms.
POLICY 1.1.1.	The City shall utilize ~~Map~~ Figure 1 entitled, "The Future Traffic Circulation Map" as well as Tables ~~6~~ 1 and ~~7~~ 2 of the ~~Future Land Use~~ Transportation Element for addressing its long-range transportation needs.							X	Policy should reference the Transportation Element and not the Future Land Use Element. Change Tables to 1 and 2 instead of 6 and 7
POLICY 1.1.2.	The Future Traffic Circulation Map shall be derived primarily through use of ~~MPO~~ Transportation Planning Organization travel demand forecast models, where applicable, and shall reflect the ~~of~~ ~~MPO~~ Transportation							X	All references to Metropolitan Planning Organization (MPO) changed to Transportation Planning Organization.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	Planning Organization Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies, and any future identified corridors. The Future Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five- and ten-year planning horizon.								
POLICY 1.1.3.	The City shall utilize the ~~long-range~~ Future ~~t~~ Traffic ~~c~~ Circulation ~~m~~ Map for: a. Review of all proposed development orders for consistency with the map; b. Establishing the long range (20~~3~~45) level-of-service standards on major existing or future roadways by determining the resultant level-of-service on each roadway impacted by a project travel demand as determined using the ~~MPO~~ Transportation Planning Organization, or other travel demand forecasting models; c. Reviewing all proposed capital projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and d. Achieving consistency of this Comprehensive Plan where appropriate with: the long-range transportation plans of all local governments adjacent to Ormond Beach; the Florida Department of Transportation's ~~FDOT's~~ Transportation Plan and approved work program; and the ~~of MPO's~~ Transportation Planning Organization's transportation improvement plan.							X	Hyphenate level-of-service All references to Metropolitan Planning Organization (MPO changed to Transportation Planning Organization. Update 2035 date to 2045 long range traffic circulation map should be Future Traffic Circulation Map.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
OBJECTIVE 1.2. STUCTURE FREE RIGHT(S)-OF-WAY	**The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 20~~3~~45.**							X	Update 2035 date to 2045.
POLICY 1.2.1.	The City shall adopt a major thoroughfare provision in the ~~LDC~~ Land Development Code which: a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city; b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida; c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy ~~2~~1.2.2 below; and d. Establishes procedures and guidelines for the appropriate amendment of the map.							X	Spell out acronyms. Corrected reference to Policy 1.2.2.
POLICY 1.2.2.	A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of-way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to ~~insure~~ ensure compliance with long range level-of-service standards established by those policies within the Comprehensive Plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors							X	Spell out acronyms. Hyphenate level-of-service

Goals, Objectives, Policies	FL Statute Citation	Recommended Action: Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Transportation Element – February 18, 2025								
	indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by ~~FDOT~~ the Florida Department of Transportation. Other uses, consistent with this Comprehensive Plan, may be considered within the protective right-of-way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right(s)-of-way protection ordinance may be dedicated to Ormond Beach during the development of a project. Dedication shall be accompanied with a Level 1 Environmental Audit of the right-of-way ~~ROW~~ dedicated or the parcel from which the right-of-way ~~ROW~~ was dedicated, whichever is appropriate. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy, "corridors" means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as: 1. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing. 2. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.								
POLICY 1.2.3.	The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 2034~~3~~5 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but are not be limited to: 1. The transfer of development right(s), which may be considered pursuant to the future land use policy from the area within a protected right-of-way to an area outside of the protected right-of-way on the same project site. 2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this Comprehensive Plan or contained in other local land							X	Update 2035 date to 2045

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.								
~~POLICY 1.2.4.~~	~~Adopt a right-of-way reservation ordinance that requires the dedication to Ormond Beach as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s)-of-way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right-of-way shall be required upon issuance of the development order for any property encompassing said right-of-way. Appropriate access through reserved right-of-way as determined by Ormond Beach, will be permitted. Any such reservation of right-of-way for a particular transportation corridor shall be effective for a period not to exceed five years from time of initial right-of-way reservation, unless the extends this five-year period in one-year increments not to exceed an additional five-year period.~~			X					Right-of-way preservation is accomplished through the Site Plan Review Committee review of site plans.
~~POLICY 1.2.5.~~	~~The City shall provide, on an annual basis, and to the Florida Department of Transportation (FDOT) a listing of those State right(s)-of-way for which right-of-way protection or right-of-way reservation is in effect pursuant to the above policies, and for which level of service is worse than, or is projected within the next five years to decline to a level of service that is worse than the adopted level of service. Also, to coordinate with the Metropolitan Planning Organization and FDOT, so as to establish increased priorities for construction of improvements to such roadways based on enhanced availability facilitated by the City's plan and right-of-way protection or reservation ordinances.~~			X					The city consistently works with the Florida Department of Transportation regarding development projects. The obtaining of right-of-way along state roadways is primarily a state review responsibility. The Site Plan Review Committee does consider existing and proposed rights-of-way as part of the site plan review process.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
~~POLICY 1.2.6.~~ POLICY 1.2.4.	Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.							X	Renumbered.
~~POLICY 1.2.7.~~ POLICY 1.2.5.	Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.							X	Renumbered.
~~POLICY 1.2.8.~~ POLICY 1.2.6.	All building setbacks shall be measured from the future right(s)-of-way line.							X	Renumbered.
~~POLICY 1.2.9.~~ POLICY 1.2.7.	The impact of new and/or widened right(s)-of-way on an existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.							X	Renumbered.
~~POLICY 1.2.10.~~ POLICY 1.2.8.	No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Site Plan Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway as required in Table ~~6~~1, "Future Roadway Functional Classification."							X	Renumbered. Table 6 is renumbered to Table 1
OBJECTIVE 1.3. FUTURE ROADWAY FUNCTIONAL CLASSIFICATION SYSTEM	**New streets and intersections shall be planned, designed, constructed and operated to be consistent with Tables ~~6 – Future Roadway Functional Classification System~~ 1 and 2 of the Transportation Element as well as maximize safety and convenience.**							X	Reference both tables 1 and 2 of the element. Tables renumbered from 6 and 7.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Transportation Element – February 18, 2025									
POLICY 1.3.1.	All new streets shall be paved with a minimum paved driving surface to meet the requirements of the Land Development Code.		X						
POLICY 1.3.2.	Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.		X						
POLICY 1.3.3.	Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.		X						
POLICY 1.3.4.	Implement traffic calming and other measures where needed to encourage motorists to drive with caution and consideration in residential communities.		X						
POLICY 1.3.5.	Work with ~~FDOT~~ the Florida Department of Transportation to incorporate medians and separate turning lanes in the design or redesign of roadways having four or more travel lanes.							X	Spell out acronym.
OBJECTIVE 1.4. ACCESS MANAGEMENT	**Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.4.1.	All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location: a. Traffic circulation and maneuvering shall be accomplished on-site; b. Driveway entrances and exits shall be located as far as possible from street intersections; c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification, unless specifically approved by the City Commission; d. Interior throughways within parking areas shall be separated from parking aisle areas; e. Peripheral outparcels designed for freestanding uses shall be integral parts of the total interior circulation system for a larger site; f. Driveways should align with opposite driveways; g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities; h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic.							X	Amend item “c”. There may be developments that there is a policy decision not to allow access through a residential oriented street. Delete date from item “j”. Spell out acronym in item “o”.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need; i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities; j. Development proposals exceeding the thresholds established in the ~~2008~~ Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips; k. Joint curb cuts with adjacent development parcels shall be provided where feasible; l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians; m. Reduce and consolidate private entrances, median crossovers, and similar disruptions to traffic flow; n. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways; o. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the Site Plan Review Committee ~~SPRC~~; and								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Transportation Element – February 18, 2025									
	p. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.								
OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS	**~~Establish~~ Maintain Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mixed-use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.**							X	Amend establish to maintain. The Transportation Concurrency Exception Areas exist.
POLICY 1.5.1.	As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs): a) A1A from SR 40 south to the city line; b) SR 40 from A1A to Williamson Boulevard; and c) US-1 from Wilmette Avenue south to the city line.		X						
POLICY 1.5.2.	Development and redevelopment within designated Transportation Concurrency Exception Areas ~~TCEAs~~ are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6. of the Transportation Element and associated policies as well as transit design principles.							X	Spell out acronym. Add "." After Objective 1.6 for numbering consistency.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Transportation Element – February 18, 2025									
POLICY 1.5.3.	Development and redevelopment within Transportation Concurrency Exception Areas ~~TCEAs~~ shall enhance community design by incorporating the following mobility strategies: a) Transportation demand management; b) Transportation system management; c) Alternative modes of transportation; d) Land use densities and intensities to support alternative modes of transportation; e) Mix of land uses; f) Plans to maintain or improve connectivity between all modes of transportation; and g) Transit and pedestrian-oriented design.							X	Spell out acronym.
~~POLICY 1.5.4.~~	~~By July 2011, the City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County's Traffic Impact Assessment Guidelines which is applicable to the City's TCEAs.~~			X					Proposed to be deleted. This policy sought to replace the Volusia County thoroughfare road impact fee with a mobility fee. There was no agreement for this policy implementation.
~~POLICY 1.5.5.~~ POLICY 1.5.4.	The mobility fee(s) (transit, and non-motorized) which replace the local impact fee within the Transportation Concurrency Exception Areas ~~TCEAs~~ shall be maintained. ~~become effective on the effective date of the Comprehensive Plan. All three fees shall be assessed outside of the TCEAs.~~							X	The mobility fee was enacted and should be maintained. Renumbered.
~~POLICY 1.5.6.~~ POLICY 1.5.5.	A mix of residential and non-residential uses shall be encouraged in the Downtown Community Redevelopment Area ~~shall be required such that a minimum of 10 percent of the floor area of commercial/office uses shall be in the form of residential dwelling units~~. Residential units may be							X	This policy appeared to be written for citywide mixed use. The policy is geared for the Transportation Concurrency Exception Areas and specifically the Downtown

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	vertically or horizontally mixed with the non-residential portion of the development.								Community Redevelopment Area. Renumbered.
OBJECTIVE 1.6. MULTI-MODAL STRATEGIES	**Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Downtown Community Redevelopment Area Plan.**		X						
POLICY 1.6.1.	Multi-Modal Corridors shall be established for roadway corridors which have at least three of the following characteristics: a) Presence of transit; b) Opportunities for redevelopment or infill development; c) Downtown; and d) Constrained roadways.		X						
POLICY 1.6.2.	Transportation Concurrency Exception Areas ~~The TCEAs~~ identified on Figures 6 through 10 of the Future Land Use Element shall also be classified as Multi-Modal Corridors and all Multi-Modal strategies shall apply to the corridors.							X	Spell out acronym. Clarified the Figures are in the Future Land Use Element.
POLICY 1.6.3.	The land use and transportation strategies that support and fund mobility are contained in the Ormond Beach Multi-Modal Strategy~~, October 2010,~~ which is adopted and incorporated herein as part of the Comprehensive Plan, and shall be adhered to as it relates to the non-motorized and transit vision plans articulated therein.							X	Deleted date reference.
POLICY 1.6.4.	~~Where d~~Development proposals ~~that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and~~ located along the Multi-Modal Corridors ~~where current and projected 2017 level of-~~							X	Projects in the Multi-Modal Corridors are exempt from concurrency. Projects in these areas are required to provide the items in "a" through "d".

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	~~service standards are currently met,~~ shall implement the following strategies ~~will be implemented~~: a) Access management; b) Bike facilities; ~~and~~ c) Sidewalk connectivity~~.~~; and d) On or off-site transit facility improvements as recommended by Votran.								
~~POLICY 1.6.5.~~	~~Where development proposals are consistent with the City's FLUM in terms of land use type and density and intensity, but are located along Multi-Modal Corridors where current and projected 2017 level-of-service standards will not be met, the following strategies will be implemented:~~ ~~a) All of the strategies identified in policy 1.6.4.; and~~ ~~b) On or off-site transit facility improvements as recommended by Votran.~~			X					Projects in the Multi-Modal Corridors are exempt from concurrency. This policy is to be combined with Policy 1.6.4.
~~POLICY 1.6.6.~~	~~Where development proposals require a Comprehensive Plan amendment in order to be consistent with the City's FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are currently met, the following strategies will be implemented:~~ ~~a) All of the strategies identified in policy 1.6.4.;~~ ~~b) All of the strategies identified in policy 1.6.5.; and~~ ~~c) A negotiated contribution for operations to support existing or enhanced transit service.~~			X					Projects in the Multi-Modal Corridors are exempt from concurrency. This policy is to be combined with Policy 1.6.4.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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~~POLICY 1.6.7.~~	~~The City shall not encourage development proposals that require Comprehensive Plan amendments in order to be consistent with the City's FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are not being met.~~			X					Multi-Modal Corridors are exempt from concurrency. Each Comprehensive Plan amendment should be reviewed on its own data and analysis. This policy would appear to not allow Comprehensive Plan amendments that may reduce infrastructure demands.
~~POLICY 1.6.8.~~	~~Until the completion of redevelopment plans for A1A and US-1, the City shall review and require development to comply with the standards contained in Votran's Transit Guidelines and to provide on-site and off-site transit improvements, as necessary.~~			X					Redevelopment plans were explored as part of the establishments of Community Redevelopment Areas. If there is a desire to complete redevelopment plans, these plans would be zoning documents and would include redevelopment funds.

<table>
<tr><th rowspan="2">Goals, Objectives, Policies</th><th></th><th colspan="6">Recommended Action</th><th></th></tr>
<tr><th>FL Statute Citation</th><th>Keep</th><th>Delete</th><th>New</th><th>Replace</th><th>Move</th><th>Modify</th><th>Explanation/Modification</th></tr>
<tr><td colspan="9">Transportation Element – February 18, 2025</td></tr>
<tr><td>~~POLICY 1.6.9.~~</td><td>~~Redevelopment plans on A1A and shall identify:~~
~~a) Areas where private investment supports efficient transit operations and related facilities shall be located;~~
~~b) Infrastructure needs;~~
~~c) Opportunities for density bonuses which shall not exceed the densities illustrated below, intensity transfers, affordable housing, and alternative forms of transportation to ensure level of service standards are maintained and improved;~~
~~**Maximum Densities for A1A and US 1 TCEAs**~~
<table><tr><td></td><td colspan="2">~~**Proposed**~~</td></tr><tr><td>~~**Land Use Classification**~~</td><td>~~**Density**~~</td><td>~~**FAR**~~</td></tr><tr><td>~~Low Density Residential~~</td><td>~~4.3 upa~~</td><td>~~0.2~~</td></tr><tr><td>~~Medium Density Residential~~</td><td>~~5-15 upa~~</td><td>~~0.3~~</td></tr><tr><td>~~Tourist Commercial~~</td><td>~~32~~</td><td>~~1.5~~</td></tr><tr><td>~~General Commercial~~</td><td>~~32~~</td><td>~~0.7~~</td></tr><tr><td>~~Heavy Commercial~~</td><td>~~18~~</td><td>~~0.8~~</td></tr></table></td><td></td><td></td><td>X</td><td></td><td></td><td></td><td>There has been no direction for redevelopment plans for A1A. If there is a desire for a redevelopment plan, then this policy should be included in the Future Land Use Element. Note there are land uses within this policy that do not exist along A1A.</td></tr>
</table>

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	~~Public Institutional~~ ~~N/A~~ ~~0.8~~ ~~Recreation/Open Space~~ ~~N/A~~ ~~0.5~~ ~~d. Land assembly opportunities; and~~ ~~e. Public parking areas in lieu of private on-site parking.~~								
~~POLICY 1.6.10.~~ POLICY 1.6.5.	The City shall evaluate land use plan amendments ~~for reductions in vehicle miles traveled along Multi-Modal Corridors~~ in accordance with the City's adopted Multi-Modal Strategy.							X	Land use plan should consider Multi-Modal strategies. Renumbered.
~~POLICY 1.6.11.~~ POLICY 1.6.6.	The City shall utilize enhanced access management strategies along the Multi-Modal Corridors to improve the efficiency of the corridors.							X	Renumbered.
~~POLICY 1.6.12.~~ POLICY 1.6.7.	For all land use plan amendments, re-zonings, plats, and site plans where the development proposal exceeds the thresholds contained in Votran's Transit Guidelines, Votran shall be requested to review and provide the City and the applicant transit improvement options.							X	Renumbered.
POLICY 1.6.8.	The City shall seek a redevelopment plan and implementing strategies to create a Community Redevelopment Area within the US Highway 1 (South Yonge Street) corridor.				X				New Policy based on City Commission direction at February 4, 2025 workshop.
~~POLICY 1.6.13.~~	~~The City shall adopt a redevelopment plan and implementing strategies for the US 1 CRA Corridor by December 2012 and for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into~~			X					Redevelopment plans for US 1 and SR A1A were not possible. No additional Community Redevelopment Areas are being sought.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	~~the Comprehensive Plan through an amendment to the Comprehensive Plan.~~								
OBJECTIVE 1.7. ALTERNATIVE MODES OF TRANSPORTATION	**The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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~~POLICY 1.7.2.~~ POLICY 1.7.1.	Bike lanes and multi-use paths shall be established where feasible on one side of every arterial (except I-95) and collector street with sidewalks established on the opposite side of the street.							X	Renumber for accuracy. Added multi-use paths based on City Commission direction at February 4, 2025 workshop.
~~POLICY 1.7.3.~~ POLICY 1.7.2.	The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran's Transit Design Guidelines, as amended.							X	Renumber for accuracy.
~~POLICY 1.7.4.~~ POLICY 1.7.3.	In order to promote pedestrian safety, pedestrian activated walk signals shall be incorporated at all signalized intersections in Downtown Ormond Beach, at beach access points and other appropriate areas as warranted.							X	Renumber for accuracy.
~~POLICY 1.7.5.~~ POLICY 1.7.4.	The City shall continue to implement the ~~its adopted 2002~~ Sidewalk Master Plan and Bicycle Master Plan as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification. Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.							X	Removed 2002 date. Add Bicycle Master Plan. Renumber for accuracy.
~~POLICY 1.7.6.~~ POLICY 1.7.5.	The City shall permit a payment in lieu of sidewalk construction for development if it is determined by the Site Plan Review Committee that the construction of the sidewalk is not feasible and that the need for a sidewalk is ~~much~~ greater in other areas of the city.							X	Amended to allow the Site Plan Review Committee to determine if a sidewalk construction is not feasible. Renumber for accuracy.

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~~POLICY 1.7.7.~~ POLICY 1.7.6.	The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the ~~VTPO~~ Transportation Planning Organization for all elementary schools within the City through its annual sidewalk program.							X	Removed VTPO and added Transportation Planning Organization. Renumber for accuracy.
~~POLICY 1.7.8.~~ POLICY 1.7.7.	The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation options including those benefits related to improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.							X	Renumber for accuracy.
~~POLICY 1.7.9.~~ POLICY 1.7.8.	Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded ~~automobile and~~ automobile parking facilities.							X	Renumber for accuracy. Deleted automobile and.
~~POLICY 1.7.10.~~ POLICY 1.7.9.	Encourage the use of alternative fuels for city vehicles, transit vehicles and as feasible, any other motor vehicles as a means for reducing greenhouse gas emissions and conserving energy.							X	Renumber for accuracy.
POLICY 1.7.10.	The city shall prioritize the use of Complete Streets efforts as a method for planning, designing, redesigning, building, operating and maintain streets that enables safe access for all people who utilize roadways, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.				X				Proposed to add a “Complete Street” policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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OBJECTIVE 1.8. TRANSIT DESIGN PRINCIPLES	**Integrate transit supportive design policies into the Land Development Code.**		X						
POLICY 1.8.1.	Reduce the amount of parking in new development and redevelopment by promoting and permitting the following strategies: a) Shared parking between uses which have different peak parking characteristics; b) Encouraging grass parking for low trip generating land uses; and c) Accepting alternative parking demand ratios based upon parking studies.~~; and~~ ~~d) Establishing parking maximum ratios of no more than 2.0 spaces per residential unit and 3 parking spaces/1000 square feet of office or retail floor area.~~							X	There are concerns with the maximum parking ratios in item "d" and these are proposed to be deleted.
POLICY 1.8.2.	Financial and regulatory incentives within the Downtown Community Redevelopment Area shall be tailored to ~~favor~~ encourage single parcel and mixed-use developments. The City shall provide the following incentives to encourage a horizontal or vertical mixed-use component containing residential and non-residential uses: a) Flexible parking requirements in accordance with Policy ~~7~~8.1.4 of the Future Land Use Element; and b) Funding assistance through loans and grants through Tax Increment Financing. c) Public, regional stormwater facilities in lieu of private individual site-specific storm water retention.							X	Added "." to policy number for consistency. This policy is solely within the Downtown Community Redevelopment Area.

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	d) Administrative regulatory relief as it pertains to dimensional and yard standards.								
POLICY 1.8.3.	To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20 percent~~%~~ for all development and redevelopment along a recognized Multi-Modal Corridor.							X	Spell out percent
POLICY 1.8.4.	Provide bicycle parking and separate, high quality, pathway connections for pedestrians and bicycles between internal parts of a development as well as to adjacent parcels.		X						
POLICY 1.8.5.	Applicants for individual development projects shall be encouraged ~~required~~ to fund and maintain continuity of off-site transit, roadways, circulation between adjacent parcels, and provide easements for trails, pathways, or sidewalks.							X	Development projects cannot be required to provide easements for lands that they do not own.
POLICY 1.8.6.	Sidewalks shall have direct connections between main building entry points and designated transit stops.								
~~POLICY 1.8.7.~~	~~By July 2012, the City shall incorporate level of service standards for sidewalk coverage within Multi-Modal Corridors into the Comprehensive Plan to ensure connectivity exists between residential areas, shopping areas, public services, recreation, and transit stops.~~			X					The Land Development Code requires sidewalks for all new development. There is no Level of Service standard for sidewalks.
GOAL 2. MITIGATION	**ALL DEVELOPMENT AND REDEVELOPMENT OUTSIDE OF LOCALLY DESIGNATED TRANSPORTATION CONCURRENCY EXCEPTION AREAS ~~TCEA'S~~ SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.**	163.3177 (6)(b)						X	Spell out acronym.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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OBJECTIVE 2.1. MITIGATION	**All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City's Land Development Code and if required, transportation improvements to mitigate their impacts on the City's transportation system.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 2.1.1.	The City shall utilize ~~Volusia County Metropolitan~~ the Transportation Planning Organization's ~~(VCMPO)~~ Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.							X	All references to Metropolitan Planning Organization (MPO) changed to Transportation Planning Organization.
POLICY 2.1.2.	New development shall construct that portion of any proposed road identified in the ~~Long Range~~ Future Traffic Circulation Map that abut or bisect their property and shall align new roads with existing and proposed facilities.							X	Reference correct title of Future Traffic Circulation map
POLICY 2.1.3.	Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation contributions, bicycle trail construction, ~~TDM~~ Transportation Demand Management strategies, or other appropriate measures which reduce vehicle miles traveled.							X	Modified TDM to state Transportation Demand Management
POLICY 2.1.4.	The City shall adopt level of service standards adopted for roadways Citywide outside of the Transportation Concurrency Exception Areas ~~TCEAs~~ as amended and listed in the Capital Improvements Element of the Comprehensive Plan.							X	Spell out acronym.

POLICY 2.1.5.	The following major collector or higher classification roadways within the City are considered constrained for road-widening purposes only by their respective jurisdiction. **Constrained roads by jurisdiction:** **SR 40 from Nova to A1A** **A1A from North City Line to SR 40** **A1A from SR 40 to South City line** **US 1 from Wilmette to the southern ~~e~~City line** **North and South Beach Street from ~~Big~~ Pine Tree Drive to the ~~e~~City line respectively** For the purposes of ~~p~~Policy 2.1.5., the following terms shall apply: a. Road-widening is defined as improvements made specifically to add traffic capacity to a road segment(s) which may or may not require additional right-of-way. Segments do not include intersections. b. Road reconstruction is any improvement made to an existing substandard road in order to bring it up to adopted roadway standards.							X	Big Tree Drive needs amending to Pine Tree Drive. Added "." to policy number for consistency.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	c. Road efficiency improvements are those made to increase safety or efficiency of an existing intersection which may or may not require right-of-way. Constrained roadways may be improved through road reconstruction or efficiency improvements.								
GOAL 3. DECISION-MAKING AND DESIGN	**TRANSPORTATION DECISION-MAKING AND DESIGN SHALL TAKE INTO CONSIDERATION THE PHYSICAL ENVIRONMENT THROUGH WHICH ROADWAYS PASS THROUGH.**	163.3177 (6)(b)	X						
OBJECTIVE 3.1. DESIGN	**The transportation system shall be designed to: 1) be context sensitive, thereby improving integration of roads into the physical environment and community; and 2) promote aesthetics through the creation of overlay districts and the provision of appropriate landscaping of medians which will not adversely impact public safety.**		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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POLICY 3.1.1.	Medians in subdivision roadways shall utilize drought resistant landscaping whenever possible. Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.		X						
POLICY 3.1.2.	The City shall utilize Greenbelt and Gateway Preservation District Standards on selected major arterial and collector roadways leading into the City. Enhanced setback distances, building design, and ground mounted signs, shall be signature elements to creating attractive entranceways into the City.		X						
POLICY 3.1.3.	The City shall not as a general policy, support improving roadway Level-of-Service ~~LOS~~, regardless of roadway jurisdiction, at the expense of reducing or eliminating landscaped medians, except for as approved by the City Commission.							X	Spell out acronym.
POLICY 3.1.4.	The City shall formally recognize and provide appropriate protection for scenic highways and roadways.		X						
POLICY 3.1.5.	The City shall assist the Corridor Management Entity to implement the vision statement within the adopted Corridor Management Plan of the Florida State designated Ormond Scenic Loop and Trail.		X						
GOAL 4. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES	**IMPLEMENT TRANSPORTATION DEMAND MANAGEMENT STRATEGIES DESIGNED TO INCREASE TRANSPORTATION SYSTEM EFFICIENCY BY MANAGING THE DEMAND SIDE OF THE DEMAND/CAPACITY RELATIONSHIP THUS REDUCING TOTAL VEHICLE TRIPS.**	163.3177 (6)(b)	X						

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OBJECTIVE 4.1. TRANSPORTATION DEMAND MANAGEMENT	**Promote Transportation Demand Management (TDM) to support efficient use of the transportation and transit system.**		X						
POLICY 4.1.1.	Develop ~~TDM~~ Transportation Demand Management strategies and programs in cooperation with the ~~VCMPO~~ Transportation Planning Organization, ~~VOTRAN~~ Votran, ~~FDOT~~ the Florida Department of Transportation and other local jurisdictions.							X	Spell out acronyms.
POLICY 4.1.2.	Work with the School District, city residents, developers, Homeowners' Associations (HOAs), and property management companies through residential based programs, to promote the use of Votran, non-motorized travel, and other alternatives.		X						
POLICY 4.1.3.	Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI) designed as an Employer Outreach Service to market ~~TDM~~ Transportation Demand Management programs, advocate transit improvements, and act as host of ridesharing databases for industrial concerns located at the City's Airport Business Park and Ormond Crossings.							X	Amended to spell out acronyms.

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POLICY 4.1.4.	Develop a multi-modal access guide providing concise information about how to use various travel modes to get to a particular destination. The multi-modal guide should include but shall not be limited to the following information: a) Maps and graphics on how to use transit as well as walk and bicycle to a particular destination; b) Transit information such as frequency, fares, routes, and schedules; c) Contact information for transit providers, to include telephone numbers; ~~d) Contact information;~~ ~~e~~ d) Times and distances for those walking from a transit stop to a particular destination such as the beach; ~~f~~ e) Information about other modes, such as schedules and contact information for airport service; ~~g~~ f) Information for people with disabilities, such as how to make transit access arrangements; and ~~h~~ g) Information on bicycle facilities, such as parking, at destinations.							X	Deleted repeated contact information and re-numbered.
POLICY 4.1.5.	Require all development and redevelopment to incorporate bicycle facilities such as bike racks into the overall design of the site and encourage ~~require all~~ developments which exceed the Votran Transit Guideline thresholds for review to also incorporate lockers and showers to support employees to walk or bicycle to and from work.							X	Amended to encourage developments to provide lockers/showers instead of require.

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POLICY 4.1.6.	Require all applicants requesting a city approval and whose development exceed the Votran Transit Guideline thresholds, to show evidence that they have analyzed and evaluated potential ~~TDM~~ Transportation Demand Management strategies.							X	Spell out acronyms.
Transportation Element – February 18, 2025 POLICY 4.1.7.	Require all development to provide sufficient provisions for connection to existing and proposed pedestrian facilities.				X				New policy proposed.
GOAL 5: ORMOND CROSSINGS ACTIVITY CENTER	THE ORMOND CROSSINGS ACTIVITY CENTER SHALL INCORPORATE A MOBILITY STRATEGY THAT ENSURES THAT A TRANSPORTATION NETWORK (ROAD, TRANSIT, TRAVEL DEMAND MANAGEMENT) IS IN PLACE TO FACILITATE AN ECONOMICALLY VIABLE COMPONENT OF THE CITY'S ECONOMIC DEVELOPMENT GOALS. THIS SHALL BE IMPLEMENTED THROUGH THE APPLICATION OF A TRANSPORTATION CONCURRENCY EXCEPTION AREA (TCEA) SO THAT MULTIPLE TRANSPORTATION MITIGATION SOLUTIONS THAT INCLUDE ROADWAY IMPROVEMENTS, MULTI-MODAL OPPORTUNITIES AND TRANSPORTATION DEMAND MANAGEMENT SYSTEMS CAN BE USED TO PROVIDE FOR A SUSTAINABLE TRANSPORTATION NETWORK.	DCA Stipulation Settlement Agreement			X				
OBJECTIVE 5.1. ORMOND CROSSINGS ACTIVITY CENTER TRANSPORTATION CONCURRENCY EXCEPTION AREA	**Consistent with Section 163.3180, *Florida Statutes,* the City hereby establishes a Transportation Concurrency Exception Area (TCEA) for the Ormond Crossings Activity Center to support a mixed-use development and address redevelopment concerns by implementing a mobility strategy that addresses the impacts to the City and County road network, as well as emphasizing opportunities for transit-oriented design, integrated**				X				

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	pedestrian and bicycle facilities, and transportation demand management strategies that mitigates for its impacts to the regional network.								
POLICY 5.1.1.	The City has determined that it is good public policy to use multiple methods of transportation mitigation that can be developed through the Ormond Crossings Transportation Concurrency Exception Area ~~TCEA~~ since the associated mobility strategy addresses the impacts of a mixed-use Activity Center that is located within a Dense Urban Land Area as defined in Section 163.3164, *Florida Statutes,* and facilitates the implementation of the Ormond Crossings/North Mainland Community Redevelopment Master Plan.							X	Spell out acronym.
POLICY 5.1.2.	The ~~City, working in coordination with the~~ ~~D~~developer of the Ormond Crossings Activity Center, shall complete the mitigation measures set forth in Policy 5~~6~~.1.3. to ensure implementation of a mobility strategy that addresses the transportation impacts of the Ormond Crossings Activity Center project.							X	Clarification that the developer is responsible for all mitigation measures. Corrected policy number.

POLICY 5.1.3.	The City shall require that the Developer of the Ormond Crossings Activity Center mitigate for cross-jurisdictional transportation impacts in accordance with the standards established by this Policy and the Development Agreement: ~~a. No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") $500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and/or paid for prior to July 31, 2013, instead of paying the $500,000 to the FDOT, the Developer shall apply the $500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the $500,000 shall be applied to improvements or operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings. In the event the $500,000 is paid to FDOT for the PD&E study, and Developers, builders or property owners at Ormond Crossings have paid or thereafter pay mobility fees that are collected for the purpose of funding state transportation improvements, including studies like the PD&E study, then the Developer may be entitled to mobility fee credits from the FDOT or the State of Florida.~~ ~~b. Subject to approval of Volusia County (the "County"), the Developer shall upgrade the approximately 4.15-mile segment of Tymber Creek Road from Airport Road to the I-95 underpass near the project's northern boundary (the "Tymber Creek Road Upgrade"). The Tymber Creek Road Upgrade shall consist of upgrading and repaving Tymber Creek Road within the existing right-of-way to a standard 2-lane typical cross section acceptable to the County. "Upgrade" shall mean utilizing existing pavement and road base to the maximum extent possible and providing lane widths and shoulders meeting the County's currently adopted standards for a								Item A has been accomplished. Item B has been accomplished. Item D – delete date. Item I has been accomplished. Item K to be amended. Broadway Signal has been accomplished. Also clarify that signals require traffic signal warrant approvals. Renumber text as needed. (see Proposed for correct strikethrough and underline). Corrected TIF acronym to Tax Increment Financing Hyphenated transit-oriented

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~~2-lane undivided roadway. The Developer is not responsible for new drainage improvements, modifying existing turn lanes previously installed at the entrance to the Southern Pines subdivision, or building sidewalks or bicycle trails along the roadway. The Tymber Creek Road Upgrade shall commence within 1-year of the first subdivision or site plan approval for the portion of Ormond Crossings that is located west of I-95 and shall be completed within 1-year from the date of commencement. If the County does not approve all or a portion of the roadway improvements as proposed in this paragraph, instead of completing those roadway improvements, the Developer shall make alternative related improvements or contributions to operations as provided for in paragraph 22 below.~~ c. As a contribution to the future 4-laning of Tymber Creek Road from Peruvian Trail to Airport Road (the "Tymber Creek 4-laning"), the Developer shall defer its right to use or sell transportation impact fee credits to which it may be entitled in connection with the Tymber Creek Road Upgrade until the County has collected $3,500,000 of transportation impact fees in connection with building permits issued for construction at Ormond Crossings, provided the County agrees to escrow or otherwise earmark the $3,500,000 to construct the Tymber Creek Road 4-laning when the County has acquired any necessary right-of-way, designed and permitted the Tymber Creek Road 4-laning and has sufficient additional funds available, if additional funds are needed, to construct that roadway improvement. Developer's agreement to defer the use or sale of transportation impact fee credits shall not reduce the								

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amount of transportation impact fee credits to which the Developer may be entitled pursuant to the applicable County ordinance or a separate agreement between the Developer and Volusia County. d. The Developer, the City and the North Mainland/Ormond Crossings Community Redevelopment Area ~~CRA~~ Authority ("CRA Authority") shall pursue the design and construction of Crossings Boulevard, including the overpass of I-95, to address the conditions of blight identified in the Master Redevelopment Plan North Mainland CRA~~, dated March 2005~~. A portion of the funding for the improvement shall be generated through the use of tax increment financing funds ("TIF") and a portion shall be provided by the Developer or generated by the proposed Ormond Crossings Community Development District (CDD) through the use of special assessment bonds. e. The segment of Crossings Boulevard from US-1, including a railroad fly-over, to a round-about will be part of Ormond Crossings Phase A ("Segment 1"). The Developer shall design and permit Segment 1 and the Developer or the Community Development District ~~CDD~~ shall loan sufficient funds to the Community Redevelopment Area ~~CRA~~ Authority (the "Segment 1 Loan") so the Community Redevelopment Area ~~CRA~~ Authority can commence construction of Segment 1 within 5 years after the Phase A plat is recorded. The terms and conditions of the Segment 1 Loan shall be provided for in a separate agreement between the Developer or the Community Development District ~~CDD~~ and the Community Redevelopment Area ~~CRA~~ Authority, provided that regardless of the amount of the								

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loan to the Community Redevelopment Area ~~CRA~~ Authority, repayment, including reimbursement of the lender's cost of money, shall be limited to the extent that the County's contribution of tax increment financing ~~TIF~~ shall be limited to $4,000,000 and the City's contribution shall be limited to $8,000,000, totaling a maximum contribution of $12,000,000. Segment 1 shall be designed and constructed as a 4-lane divided roadway with landscaped medians. The roadway shall be completed prior to the project exceeding 2,017 net peak-hour external trips. f. Crossings Boulevard shall be extended from Segment 1, including an I-95 fly-over, to connect to an internal roadway within Ormond Crossings, west of I-95 ("Segment 2"). The Developer or the Community Development District ~~CDD~~ shall commence design and permitting of Segment 2 at such time as the Community Redevelopment Area ~~CRA~~ Authority provides written notice that it can reasonably foresee having the ability, within 2 years, to repay the Segment 1 Loan. The Developer or the Community Development District ~~CDD~~ shall proceed with the construction of Segment 2 upon repayment of the Segment 2 Loan or as soon as the design and permitting of Segment 2 are completed, whichever is later. Segment 2 shall be designed and constructed as a 2-lane undivided roadway, but the Developer shall provide sufficient right-of-way to accommodate widening to a 4-lane divided cross section in the future. The roadway shall be completed prior to the project exceeding 4,000 net peak-hour external trips. g. The Developer shall construct or cause a successor developer or developers to construct an internal roadway								

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system that provides a connection from the terminus of Segment 2 to US-1, northwest of its interchange with I-95. That roadway connection to US-1 shall be completed prior to buildout of 1,000 residential units at Ormond Crossings. h. Within 6 months following commencement of construction of Segment 1 by the Community Redevelopment Area ~~CRA~~ Authority, the Developer or the Community Development District ~~CDD~~ shall commence construction of a road segment from the point of terminus of Segment 1 northward to connect to Tymber Creek Road via an I-95 underpass (the "East-West Connector Road"). The East-West Connector Road shall be completed within 1 year following commencement or when Segment 1 is completed, whichever is later. ~~i. The Developer shall install a traffic signal at US-1 and Broadway Avenue and turn lane improvements (the "Broadway Signal and Turn Lanes"). The Broadway Turn Lane improvements shall consist of an eastbound left-turn lane, through lane, and right-turn lane on Broadway Avenue at US-1 and a southbound right-turn lane on US-1 at Broadway Avenue. The Turn Lane improvements shall be constructed prior to the eastbound (Broadway Avenue) approach traffic exceeding 53 vehicles during the eight highest hours of an average weekday, as documented in the Annual Report. The Broadway Signal shall be installed within one year of when the eastbound (Broadway Avenue) approach traffic meets traffic signal warrants based on FDOT study procedures.~~								

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j. The Developer shall install a traffic signal and additional turn lanes at US-1 and Hull Road (the "Hull Road Signal and Turn Lanes"). The Hull Road Signal and Turn Lanes shall consist of a southbound right-turn lane at Hull Road, extension of the northbound (US-1) left-turn lane to 600 feet, and signalization. Construction shall be completed by December 31, 2012, provided that if the traffic signal is not warranted or if there have been no certificates of occupancy issued within Ormond Crossings by then, the Hull Road Signal and Turn Lanes shall be installed and constructed within 1-year following the date the traffic signal is warranted or the first certificate of occupancy has been issued, whichever is later. k. The Developer shall install the Broadway Signal as specified in number 9 above. The Developer shall also install traffic signals at the entrances to Ormond Crossings from north and south of the I-95 interchange when traffic meets the traffic signal warrants based on the ~~FDOT~~ Florida Department of Transportation study procedures. Concurrently with the installation of each of those three signals, the Developer shall also install communication cable connecting the new traffic signals to adjacent traffic signals within 0.5 mile along US-1. Within 6 months following a request from the City or County, but not later than December 31, 2020, the Developer shall provide the City with a timing study for the traffic signals on US-1 from the traffic signals on from the northern entrance to Ormond Crossings on US-1 to the southern entrance on at Crossing Boulevard/Pine Tree Road.								

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l. Prior to the project exceeding 2,275 net external peak-hour trips, the Developer shall complete the following improvements at the I-95/US-1 interchange: 1. At the I-95 southbound ramps, add a second southbound I-95 to southbound US-1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet. 2. At the I-95 northbound ramps, add a second, I-95 northbound to US-1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet. 3. In the event adjustments to existing traffic signals are necessary with the ramp improvements, the Developer shall make those adjustments but shall not be required to upgrade the signals with mast arms. m. All roadways within Ormond Crossings shall be designed and constructed in accordance with applicable standards of the ~~FDOT~~ Florida Department of Transportation, the County or the City, depending on the agency responsible for the particular roadway. All site plan and site-specific development issues shall be addressed in the Planned Mixed-Use Development ~~PMUD~~ and as part of the subdivision and site plan review processes to ensure compliance with the City's Comprehensive Plan. The Developer shall be responsible for construction of new roadways and improvements, based on the City's local road design standards, to portions of Pineland Trail and Harmony Avenue that are within or bordering Ormond Crossings,								

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which will be reviewed and approved through the Planned Mixed-Use Development ~~PMUD~~ and site plan processes to insure compliance with the City's requirements. The layout, design and roadway construction standards shall be determined by City staff in accordance with the typical City roadway details during the rezoning and development approval processes. The Developer has a right under the Planned Mixed-Use Development (PMUD) zoning process to request waivers and alternative design standards as prescribed by the City's Land Development Code or as may be provided for in the Planned Mixed-Use Development ~~PMUD~~. If increased roadway capacity resulting from improvements by the Developer to City streets or roadways is not all required for project related traffic, the Developer or assignee may be entitled to credits for transportation impact fees due to the City in connection with construction within the project. Any transportation impact fee credits shall be determined in accordance with the provisions of the City's impact fee ordinance or separate agreement between the Developer and the City. n. Except as provided for herein with respect to Crossings Boulevard or hereafter specifically agreed in writing, the City and the entity with jurisdiction over the facilities have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements for Ormond Crossings. o. In order to provide safe access and preserve operational capacity, left and right turn deceleration lanes shall be installed by the Developer at all entrances to Ormond								

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	Crossings on collector and arterial roadways, as determined by the appropriate maintaining agency. Pedestrian and transit considerations shall be considered in the design. The Developer and the appropriate maintaining agency shall confirm the need for and the cost of signalization at the entrances to Ormond Crossings consistent with policies of the appropriate governmental entity and when nationally recognized warrants (Federal Highway Administration's ~~FHWA's~~ Manual of Uniform Traffic Control Devices) are met. Signal costs at entrances to Ormond Crossings are the financial responsibility of the Developer through buildout of the project.								
	p. As part of the Ormond Crossings Activity Center mobility strategy, the City will emphasize the use of a multi-modal transportation district for the project and surrounding area that includes, but is not limited to transit services, facilities and amenities as well as transit-oriented development practices and principles to accommodate growth in the area. Ormond Crossings shall adhere to transit-oriented development design principles and concepts within an area appropriate for future transit (see "Accessing Transit, design handbook for Florida Bus Passenger Facilities," ~~FDOT~~ Florida Department of Transportation~~, Version II 2008~~). The Developer shall provide annual reports based on methodology acceptable to the City. The City shall use the annual reports to determine if changes to the transportation demand management or multimodal system are warranted. The City shall provide the annual reports to Volusia County and Votran to ensure a coordinated effort for the multimodal improvements and								

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operations. Prior to the issuance of the first certificate of occupancy, the Developer shall enter into an agreement which addresses roadway and transit capital, operations and maintenance funding. This agreement shall be reviewed and updated five years after the original approval by the City and Votran, and thereafter shall be reviewed and updated as part of the annual reports required as part of the Activity Center designation. q. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide the following bicycle and pedestrian systems: 1. The on-site bicycle systems shall be connected into any adjacent external bicycle systems existing at the time of construction; 2. Covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable; 3. In all areas of Ormond Crossings where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes will be installed; 4. Connections for bicyclists and pedestrians shall be provided between residential neighborhoods, employment centers and commercial areas to the maximum extent practical; 5. Bicycle support facilities ~~(e.g., parking and lockers)~~ shall be provided at commercial areas and all work areas. r. The following transit related actions are required:								

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	1. Bicycle lockers or bicycle racks, transit passenger shelters, and transit parking bays, shall be constructed where necessary to augment and facilitate the operations of transit service to the site as determined by the City in consultation with Votran; 2. Transit pull-out bays and transit shelters as required by the City in consultation with Votran, shall be constructed on-site by the Developer; 3. A site shall be provided for multiple future transit stops to accommodate buses at a location determined by the City in consultation with Votran and the Developer at the time of site plan approval; 4. At the City's request, the Developer shall enter into an agreement with the City in consultation with Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered walkways and their location on the site, the size of a future transit super-stop if determined by the City to be appropriate for the estimated ridership, and the viability of a Community Development District ~~CDD~~ operated internal tram system to provide transportation to destinations and transit stops within the project; and 5. When studies are conducted to implement bus service, the Developer shall fully cooperate with the City in donating necessary right-of-way that may be necessary for the route, transit stations, park & ride facilities and other accoutrements deemed warranted by Votran, in consultation with the City.								

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s. The Developer shall promote and encourage variable work hours and flextime participation by on-site employers. The Developer, employers and owners shall make known to tenants and residents that Ormond Crossings has access to an existing ride-sharing program operated by Votran. Transit and current ride-sharing information shall be prominently displayed in all public gathering areas, in employment centers and other areas as suggested by Votran and the City. Transit access on public rights-of-way, if necessary, shall be provided to meet Votran specifications to facilitate transit to the site. To reduce peak hour trips, the Developer (Community Development District ~~CDD~~ or property owners' associations) may designate a part-time ride sharing coordinator who is responsible for working with the area transit provider, conducting employee ridesharing campaigns within the project, publicity, processing applications, and distribution information (including transit information). t. The Developer shall coordinate with the City, Votran, the Community Development District ~~CDD~~, and any property owners' associations to ensure the provision of park and ride spaces onsite and construct an area for use as a rideshare lot to lessen the overall impacts on regional roadways. Spaces for at least 200 vehicles shall be provided and may be shared with parking for commercial land uses. The park and ride spaces shall be proximate to the bus transit stops when established. Park and ride spaces shall be aggregated into groupings of not less than 25 spaces per designated park and ride area, which shall be indicated with appropriate signage. The Developer								

Goals, Objectives, Policies		Recommended Action						
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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	shall coordinate with the City and Votran to accomplish these requirements at the time of site development. u. In order to minimize impacts to the roadway network, roads within Ormond Crossings shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City. The project will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the appropriate local government. v. The transportation mitigation projects and other mitigation activities to reduce vehicle miles traveled from and to Ormond Crossings are sufficient for the impacts of the project, including impacts on Volusia County roadways. The City hereby acknowledges and agrees that by complying with the provisions of this mitigation strategy, the Developer shall be entitled to fully and completely develop Ormond Crossings without further transportation improvements. If any of the transportation mitigation projects are unnecessary because they were or are being undertaken by a third party or are not possible because they are not approved by the entity with jurisdiction or for any other reason, the Developer shall make alternative traffic related improvements or contributions to operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings as directed by the City, provided that any alternative mitigation of offsite transportation impacts shall not exceed the cost of the individual transportation mitigation projects being replaced.								

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POLICY 5.1.4.	The City and Volusia County shall use the Traffic Impact Assessment Guidelines and Methodology approved by the ~~Volusia County Metropolitan~~ Transportation Planning Organization ~~(VCMPO)~~ as the principal method of assessing the impacts of the Ormond Crossings project on the local and county road networks. The Developer, the City, and Volusia County agree that the mitigation projects identified in Policy 5~~6~~.1.3. constitute a reasonable mitigation solution pursuant to the Transportation Planning Organization ~~VCMPO~~ cross jurisdictional impact guidelines and the mobility strategy implemented as part of the Ormond Crossings Activity Center Transportation Concurrency Exception Area ~~TCEA~~. The successful completion of the improvements identified in Policy 5~~6~~.1.3. addresses the impacts from the project and thereby exempts the project from any and all additional extra-jurisdictional analysis and mitigation not otherwise identified herein.							X	Spell out acronyms and correct Policy reference. Added "." to policy in text for consistency
OBJECTIVE 5.2. PUBLIC INFRASTRUCTURE AND FACILITIES	**The Ormond Crossings Activity Center project provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service or the requirements of the City's Mobility Plan as established in this Comprehensive Plan.**		X						

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POLICY 5.2.1.	The City shall utilize an annual monitoring process to analyze, and where necessary, amend the Capital Improvement Element ~~CIE~~ and other related elements, to ensure that public infrastructure and facilities are in place or have a financially feasible commitment to construct the infrastructure or facilities in order to assure adherence to the City's mobility strategies for the Ormond Crossings Activity Center.							X	Spell out acronyms.
POLICY 5.2.2.	As part of the implementation of the Ormond Crossings/North Mainland Community Redevelopment Area ~~CRA~~ Master Plan and the Ormond Crossings Transportation Concurrency Exception Area ~~TCEA~~ mobility strategies, the City shall establish in the Ormond Crossings Activity Center a principal arterial roadway, to be known as Crossings Boulevard, which will provide for accessibility between residential, commerce center, retail and service land uses.							X	Spell out acronyms.

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~~**POTABLE WATER AND SANITARY SEWER SUBELEMENT**~~				X					Proposed to delete sub-element headers for each goal.
GOAL 1.A SANITARY SEWER	THE CITY SHALL PROVIDE FOR MUNICIPAL SANITARY SEWER FACILITIES WITH SUFFICIENT CAPACITY TO COLLECT, TRANSMIT AND TREAT SANITARY SEWER FLOWS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE SANITARY SEWER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL SANITARY SEWER TREATMENT INCLUDING THE ESTABLISHED WATER QUALITY-BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS AND PACKAGE TREATMENTS SYSTEMS.	163.3177 (6)(c)	X						
GOAL 1.B POTABLE WATER	THE CITY SHALL PROVIDE FOR MUNICIPAL POTABLE WATER SUPPLY FACILITIES WITH SUFFICIENT CAPACITY	163.3177 (6)(c)	X						

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	FOR RAW WATER SUPPLY, TREATMENT, AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL POTABLE WATER QUALITY, THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.								
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS FUNDING	**The potable water, wastewater treatment and reuse irrigation systems shall continue to be operated efficiently and effectively and on an enterprise basis with established user fees to meet the operational costs and <u>connection</u> ~~impact~~ fees to construct new or expand existing facilities.**	163.3177 (6)(c)						X	Change impact fee to connection fee based on impact fee update.

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~~POLICY 1.1.1.~~	~~Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.~~			X					The City adopted an impact fee update (Ordinance 2023-30) based on changes in state law on June 6, 2023. There are no differential impact fees with the Ordinance. This Policy is proposed to be deleted
~~POLICY 1.1.2.~~ POLICY 1.1.1.	The City ~~Owners, operators and managers~~ should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.							X	Re-written to clarify this policy applies to the City. Renumbered.
OBJECTIVE 1.2. EFFLUENT REUSE	**The City shall continue to operate a wastewater treatment plant effluent reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the several major reuse target areas and for residential irrigation.**	403.064	X						
POLICY 1.2.1.	The effluent at point of discharge shall meet or exceed the standards established by the Department of Environment Protection (FDEP).		X						
POLICY 1.2.2.	Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent. The City's Utility Division shall ~~each year, as the effluent reuse system expands, publicly~~ continually educate its customers on the benefits of participating in the re-use system.							X	Modified policy to state the education regarding the benefits of participating in the re-use system is ongoing.

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POLICY 1.2.3.	New residential developments, in the vicinity of reclaimed water transmission mains, shall install 'dry-lines' for reclaimed water service. ~~Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.~~							X	This Policy is proposed to be shortened – deleting the text after the first sentence. There is no reclaimed water construction fund. Added "." after Policy number for consistency.
POLICY 1.2.4.	The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City's current Consumptive Use Permit.							X	Added "." after Policy number for consistency.
POLICY 1.2.5.	The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~ Work Plan.							X	This is part of the Water Supply Work Plan adopted with Ordinance 2024-06. Added "." after Policy number for consistency.
POLICY 1.2.6.	The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100 percent reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational				X				This is part of the Water Supply Work Plan adopted with Ordinance 2024-06.

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	efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.								
OBJECTIVE 1.3. INTERIM "PACKAGE-TYPE" WASTEWATER TREATMENT FACILITIES	**The use of interim or package-type wastewater treatment facilities shall be regulated by the Land Development Code and restricted as necessary to protect the public health and welfare and to protect the natural resources of the City.**	163.3177 (6)(c)	X						
POLICY 1.3.1.	Interim or small "package-type" wastewater treatment plants with a capacity of less than 500,000 gallons per day shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant's owner provides sufficient financial resources to the City to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards.							X	Inserted gallons per day.
POLICY 1.3.2.	Interim or "package-type" wastewater treatment facilities shall be phased out upon notice that access to the system is available. The cost of such connection to the public system shall be the sole responsibility of the owner of the private system.		X						

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POLICY 1.3.3.	An interim package treatment plant may be permitted when all conditions for establishment of such a plant, as provided for in the Land Development Code (LDC) and City Code of Ordinances, exist.		X						
OBJECTIVE 1.4. INDIVIDUAL WASTE TREATMENT/DISPOSAL SYSTEMS	**Individual waste treatment/disposal systems, including septic tanks, will be located, constructed and operated so that, either on an individual or cumulative basis, such facilities will not adversely impact public health or water quality.**	163.3177 (6)(c)	X						
POLICY 1.4.1.	On-site wastewater treatment in areas served by centralized wastewater treatment shall be prohibited. However, a private on-site wastewater system may be permitted subject to state laws governing siting and installation provided soil conditions are conducive and the lack of a publicly owned treatment system for service exists.		X						
POLICY 1.4.2.	Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns.		X						
POLICY 1.4.3.	The City shall <u>maintain</u> ~~establish~~ criteria in the <u>Land Development Code</u> ~~LDC~~ that governs the appropriateness of phasing out septic tank							X	Update establish to maintain and spell out Land Development Code.

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	systems in favor of connecting to publicly owned treatment systems.								
POLICY 1.4.4.	Minimum lot sizes and associated conditions shall be utilized when prohibiting the use of on-site wastewater systems or permitting such systems when publicly owned centralized treatment systems are not available.		X						
POLICY 1.4.5.	Minimum setbacks shall be established and utilized for the location of on-site wastewater systems from the 100-year floodplains, upland/wetlands systems, and the mean high water mark of natural occurring waterbodies ~~of courses~~.							X	Delete of courses
POLICY 1.4.6.	The City shall maintain Land Development Code regulations ~~continually enforce policies~~ that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the city central sewer system when the gravity sewer system is within 100 feet of the lot line and the home can connect by gravity to the system. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.							X	Amend to modify that the City will maintain Land Development Code regulations versus enforce policies.
OBJECTIVE 1.5. GROWTH MANAGEMENT	**All new development shall occur in an orderly and economical manner, to the maximum extent possible, and to the maximum existing public infrastructure possible. ~~with those areas having the greatest combined complement of urban public facilities and services being targeted first. New land areas should be staged~~**							X	Modified to simplify Objective to maximize exiting public infrastructure.

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	~~**for urbanization in a contiguous manner that minimizes additional public investments.**~~								
POLICY 1.5.1.	Access to municipal wastewater interceptor or major transmission lines outside of designated urban service areas shall not be permitted except in cases of overriding public benefit and when the area is included or added to a designated urban service area. Consideration shall be given to the following minimum criteria/procedures in the implementation of this Policy. a. Encouragement of future growth and development to occur within areas of existing or planned wastewater service. b. Wastewater transmission or interceptor lines shall not be extended to accommodate premature forms of development.		X						
POLICY 1.5.2.	The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.		X						
POLICY 1.5.3.	The location and timing of providing public facilities and services shall be used as methods of implementing the Comprehensive Plan and associated sound and reasonable growth management policies and plans, and for the		X						

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	establishment of a direct, objective relationship between the entire array of public facilities and services and land use intensities.								
POLICY 1.5.4.	The Departments of Public Works, and Planning and Zoning, and the Divisions of Public Utilities, and Engineering, shall maintain facility demand and capacity information as development orders or permits are issued and shall prepare annual summaries of capacity and demand information for each facility and service area. This shall be accomplished through the concurrency management system, as provided in the Land Development Code.		X						
OBJECTIVE 1.6. LEVEL-OF-SERVICE STANDARDS (LOSS) AND CONCURRENCY	**Potable Water and Sanitary Sewer facilities shall be maintained and expanded as needed to meet or exceed adopted Level-of-Service Standards ~~LOSS~~. Minimum Level-of-Service Standards ~~LOSS standards~~ shall be met when planning capital improvements and reviewing applications for development approval.**							X	Spell out acronyms.
POLICY 1.6.1.	The City shall apply level-of-service standards that shall be used as the basis for determining the availability of facility capacity and the demand generated by development in accordance with the Capital Improvements Element.		X						
POLICY 1.6.2.	New development shall be approved by the City only in areas where public or private facilities are available, under construction, or where funds have been committed or scheduled for		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	construction concurrent with the impacts of the new development.								
POLICY 1.6.3.	Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting shall be required to connect to the City water system upon notice of availability. Connection ~~Impact~~ fees and meter installation charges will be borne by the property owner.							X	Modify impact fee to connection fee.
POLICY 1.6.4.	Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure.		X						
POLICY 1.6.5.	The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City's District issued Consumptive Use Permit ~~C.U.P.~~ for which if no building permit is applied for and received within a specified time period as provided for in the Land Development Code ~~LDC~~ that such reservation of capacity shall expire.							X	Spell out Consumptive Use Permit and Land Development Code

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.6.6.	The withdrawals of water for potable purposes from surface or groundwater supply sources in quantities which would result in the depletion, degradation, contamination or destruction of water resources or natural systems shall be prohibited.		X						
POLICY 1.6.7.	The quality and quantity of potable water used to protect public health and safety require maintenance of adequate water pressures to meet fire flow requirements, monitoring of water quality conditions in the supply system distribution lines to ensure compliance with primary drinking water standards and effluent reuse systems designed to meet the fire flow requirements.		X						
POLICY 1.6.8.	A peak day, domestic demand factor shall be established to determine the required capacity for public potable water systems and sanitary sewer systems. The Utilities Master Plan shall be utilized to review and update these factors as necessary.		X						
POLICY 1.6.9.	The City shall update ~~its water and sewer~~ the Utilities Master Plan as needed ~~'Master Plan' every five years~~ to determine capital needs to maintain the established level of service.							X	Modify the update as needed versus every five years.
OBJECTIVE 1.7. CAPITAL FACILITIES CONSTRUCTION	**The City shall ensure that potable water and sanitary sewer facilities are available to meet Level-of-Service Standards.**	163.3177 (6)(c)	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 1.7.1.	The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain Level-of-Service Standards ~~LOSS~~.							X	Spell out acronym.
POLICY 1.7.2.	Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.							X	This Policy was amended by the Water Supply Work Plan.
POLICY 1.7.3.	Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City department responsible for the project.		X						
POLICY 1.7.4.	No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.		X						
POLICY 1.7.5.	The City will maintain a five-year schedule of capital improvement needs for public facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.		X						
POLICY 1.7.6.	All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Code.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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POLICY 1.7.7.	The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.		X						
~~**DRAINAGE AND STORMWATER MANAGEMENT SUBELEMENT**~~				X					Proposed to delete sub element headers for each goal.
GOAL 2. DRAINAGE AND STORMWATER MANAGEMENT	THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM; INVENTORIES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS WITHIN THE CITY; DESCRIBES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS AND THEIR FUNCTIONS; REQUIRES AS MUCH NATURAL STORMWATER MANAGEMENT AS IS FEASIBLE; AND SETS PERFORMANCE STANDARDS TO MAINTAIN A DESIRED LEVEL OF WATER RECHARGE AND SURFACE WATER QUALITY AND WORKS WITH OTHER ENTITIES, BOTH PUBLIC AND PRIVATE, TO ENSURE THE EXECUTION OF THIS GOAL AND ITS ASSOCIATED OBJECTIVES AND POLICIES.	163.3177 (6)(c)	X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Utilities Element, February 18, 2025									
OBJECTIVE 2.1. STORMWATER MANAGEMENT UTILITY	**The City shall implement the adopted Stormwater Master ~~Management~~ Plan in order to prioritize improvements and expansions to the Stormwater Management System.**							X	Update word "Management" to "Master" consistent with Resolution 2023-65.
POLICY 2.1.1.	Develop a public information program that promotes public awareness of the stormwater problems and fosters public participation in the continued implementation of the Stormwater Master ~~Management~~ Plan through the capital improvements planning process.							X	Update word "Management" to "Master" consistent with Resolution 2023-65.
POLICY 2.1.2.	The Stormwater Master Plan shall address the impact that stormwater runoff from existing roads has upon receiving waters and address corrective actions. Corrective actions should include both structural and non-structural measures. Structural measures include retrofitting existing roadways with effective stormwater management facilities. Non-structural measures include increased street sweeping and increased storm sewer cleaning. The Capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be the chief funding source for stormwater implementation.		X						
POLICY 2.1.3.	The City's stormwater management system shall be designed and developed to connect and integrate wetlands as a primary means to clean and recharge the aquifer.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 2.2. DEVELOPMENT REVIEW	**Development activities shall be conducted to ensure the public safety and, at the same time, protects and enhances surface water quality of the surface waters, the functioning values of wetlands, ~~and~~ other natural design features, and aquifers recharge.**							X	Minor grammatical changes.
POLICY 2.2.1.	New stormwater management systems shall be built consistent with the best available technologies in the field of stormwater design and treatment. The City shall continue to perform under construction field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.							X	Add clarification of under construction.
POLICY 2.2.2.									Policy numbering incorrect – does not exist in current version.
~~POLICY 2.2.3.~~ POLICY 2.2.2.	The utilization of either Best Management Practices (BMPs) or Integrated Management Practices shall be required during road construction, urban development, agricultural, and silviculture activities, to protect natural water bodies and wetlands from pollutants and siltation.							X	Added or Integrated Management Practices as existed in 2010 Evaluation and Appraisal Report. Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 2.2.4.~~ POLICY 2.2.3.	Stormwater management systems that utilize isolated wetlands, shall provide diversion of the initial runoff from a storm event or "first flush" of stormwater to separate facilities.							X	Amended to define what the term first flush is. Renumbered.
~~POLICY 2.2.5.~~ POLICY 2.2.4.	Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds.							X	Renumbered.
~~POLICY 2.2.6.~~ POLICY 2.2.5.	Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.							X	Renumbered.
~~POLICY 2.2.7.~~ POLICY 2.2.6.	The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system: a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled. b. The proposed action shall not cause stormwater runoff on the wetland to take							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	place at a rate that would exceed the natural rate. c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.								
~~POLICY 2.2.8.~~ POLICY 2.2.7.	Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and state agency permits ~~Building Permits~~.							X	This Policy applies to private property owners and associations tasked with stormwater maintenance. This Policy is proposed to be amended to include state agency permits. Renumbered.
~~POLICY 2.2.9.~~ POLICY 2.2.8.	Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.							X	Renumbered.
~~POLICY 2.2.10.~~ POLICY 2.2.9.	Developers shall produce for examination, by the City, justified computer models and other data that objectively provide information relevant to their proposed projects.							X	Renumbered.
~~POLICY 2.2.11.~~ POLICY 2.2.10.	Existing natural drainage systems shall be incorporated into the development's stormwater management system consistent with the performance standards for protection of wetlands.							X	Renumbered.
~~POLICY 2.2.12.~~ POLICY 2.2.11.	Stormwater management systems shall be designed to ensure that post-development runoff							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.								
~~POLICY 2.2.13.~~ POLICY 2.2.12.	Development shall preserve or restore the natural shorelines and stabilizing shoreline vegetation of waterbodies. Buffers shall also be required along with the establishment of berm and swale systems near the shoreline to slow and filter runoff from development.							X	Renumbered.
~~POLICY 2.2.14.~~ POLICY 2.2.13.	Alteration of natural stream channels shall be prohibited.							X	Renumbered.
~~POLICY 2.2.15.~~ POLICY 2.2.14.	Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.							X	Renumbered.
~~POLICY 2.2.16.~~ POLICY 2.2.15.	All drainage ditch or mosquito control ditch depths shall be tied to groundwater levels so as not to adversely impact wetland functions. Ditches in excess of three (3) feet in depth will be permitted on a case-by-case basis if sufficient information is provided to demonstrate a reasonable assurance that no adverse impact will result.							X	Renumbered.
~~POLICY 2.2.17.~~ POLICY 2.2.16.	Discharge from drainage or mosquito control ditches directly to surface waterbodies or open water streams shall be discouraged and minimized. Discharge into existing compatible							X	Renumbered.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
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	wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.								
~~POLICY 2.2.18.~~ POLICY 2.2.17.	Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control, or restoration of areas currently drained by historical ditches.							X	Renumbered.
~~POLICY 2.2.19.~~ POLICY 2.2.18.	There shall be no direct surface water connection from dredged or excavated areas to natural surface waterbodies or open water streams (except for marinas on a case-by case basis).							X	Renumbered.
~~POLICY 2.2.20.~~ POLICY 2.2.19.	If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.							X	Renumbered.
~~POLICY 2.2.21.~~ POLICY 2.2.20.	Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.							X	Renumbered.
~~POLICY 2.2.22.~~ POLICY 2.2.21.	The City shall require where appropriate the planting of wetland vegetation to stabilize eroding shorelines in low-wave-energy areas which helps reduce turbidity and improve water quality.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 2.2.23.~~ POLICY 2.2.22.	Retention and detention facilities shall be constructed consistent with design and performance criteria which include: a) Restricting public access; b) Sloping; c) Stabilization of banks; d) Direct discharge to class II or III waters, as defined in F.A.C. ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited; ~~Oil or grease contamination; discharges to an Outstanding Florida Water (OFW);~~ e) Use of wetlands for stormwater management and treatment compatible with the ecological characteristics of such wetlands that shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydroperiod of the wetland; and f) Provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.							X	Amend item d to delete and state: Direct discharge to class II or III waters, as defined in F.A.C. ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited. Renumbered.
~~POLICY 2.2.24.~~ POLICY 2.2.23.	Environmental assessments of stormwater facilities shall be required of development on the basis of its location, magnitude, and character in order to assess the impacts of stormwater runoff and related facilities upon water quality, fish and							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	wildlife values, floodplains, wetlands, and other environmentally sensitive areas.								
~~POLICY 2.2.25.~~ POLICY 2.2.24.	No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.							X	Renumbered.
~~POLICY 2.2.26.~~ POLICY 2.2.25.	Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies and wetlands.							X	Renumbered.
~~POLICY 2.2.27.~~ POLICY 2.2.26.	The Level-of-Service Standard ~~LOSS~~, in accordance with the Capital Improvements Element, shall apply in the review of development activity~~:~~.							X	Spell out acronym. Correct punctuation. Renumbered.
~~POLICY 2.2.28.~~ POLICY 2.2.27.	The discharge of waters from a retention basin into surface waterbodies and open water streams shall be discouraged and minimized. Discharge into existing, compatible wetlands shall be encouraged whenever possible.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 2.2.29.~~ POLICY 2.2.28.	Prior to construction, the City must receive and approve the applicant's proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner's association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City's acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner's association; or plat or deed restrictions apportioning maintenance responsibility.							X	Renumbered.
~~POLICY 2.2.30.~~ POLICY 2.2.29.	All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.							X	Renumbered.
~~POLICY 2.2.31.~~ POLICY 2.2.30.	Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.							X	Renumbered.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Utilities Element, February 18, 2025									
OBJECTIVE 2.3. ADMINISTRATION	**The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Code (LDC) as supported by the stormwater utility fee, user fees and connection ~~impact~~ fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.**							X	Amend impact fee to connect fee.
POLICY 2.3.1.	Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.		X						
POLICY 2.3.2.	The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.		X						
~~**SOLID WASTE SUBELEMENT**~~				X					Proposed to delete sub-element headers for each goal.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
GOAL 3. SOLID WASTE	THE CITY SHALL CONTINUE TO PROVIDE EITHER DIRECTLY OR BY CONTRACT WITH A PRIVATE ENTITY AN ADEQUATE SOLID WASTE COLLECTION, TRANSFER, AND RESOURCE RECOVERY SYSTEM TO MEET THE NEEDS AND DEMANDS OF THE CURRENT AND FUTURE POPULATION WHILE PROTECTING AND ENHANCING THE SOCIAL, ECONOMIC, AND ENVIRONMENTAL QUALITY OF THE CITY AND CO-OPERATING WITH ~~THE~~ VOLUSIA COUNTY TO REDUCE RELIANCE ON ~~AS NECESSARY TO EVENTUALLY ELIMINATE THE USE OF~~ LANDFILLS.	163.3177 (6)(c)						X	The Goal states to eliminate the use of landfills. Goal 8.1 of the Volusia County Solid Waste Sub Element states, "Volusia County shall reduce its reliance on landfills." This Goal is proposed to be amended consistent with Volusia County Goal to reduce reliance on landfills.
OBJECTIVE 3.1. CITY LANDFILL	**The City shall continue to monitor the groundwater and surface water in the vicinity of the landfill after closure to determine if the landfill has any adverse impacts on the environment.**		X						
POLICY 3.1.1.	The City will monitor its closed Class III landfill in accordance with Florida Department of Environmental Protection (FDEP) rules.		X						
POLICY 3.1.2.	The City shall continue to implement a program of data collection, monitoring, and periodic review of groundwater and surface water quality parameters to be able to effectively assess if any environmental impacts or health hazards may be associated with leachate.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 3.1.3.	The City shall continue to manage a long-term monitoring program at the landfill that includes at a minimum the following: a. All landfill groundwater monitoring wells monitored on an annual basis~~.~~; b. Landfill monitoring wells will be tested for water quality parameters in accordance with FDEP requirements~~.~~; c. Periodic review of data collected and overall monitoring program results~~.~~; and d. Correction of any problem discovered by the monitoring.							X	Grammatical corrections.
POLICY 3.1.4.	The City shall utilize reclaimed landfill sites for municipal recreation purposes consistent with the Parks and Recreation Master Plan. ~~Recreational and Open Space Master Plan.~~							X	This policy is proposed to be updated to state "Parks and Recreation Master Plan" versus "Recreational and Open Space Master Plan".
OBJECTIVE 3.2. SOLID WASTE COLLECTION	**The City shall effectively and efficiently operate a solid waste collection system to maximize the use of existing facilities and services and shall provide service to all residential and non-residential establishments within the City limits.**		X						
POLICY 3.2.1.	The City shall continue to incrementally expand its solid waste collection system to meet the needs of new growth and to maintain existing levels-of-service.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 3.2.2.	The City shall maintain the Solid Waste Disposal and Collection as an Enterprise Fund to pay for solid waste collection and transfer expenses.		X						
POLICY 3.2.3.	The level-of-service standard for determining the availability of County Landfill facility capacity and the demand generated by development shall be in accordance with the Capital Improvements Element.		X						
POLICY 3.2.4.	The City shall maintain a separate trash handling system for the collection of refrigerators, freezers, appliances~~,~~ (white goods), and large piles of yard trash.							X	Corrected punctuation.
OBJECTIVE 3.3. RESOURCE RECOVERY AND VOLUME REDUCTION	**The City shall continue to administer resource recovery and volume reduction practices to conserve natural resources and reduce landfill space requirements, and maximize the use of existing facilities and services.**		X						
POLICY 3.3.1.	The City shall participate in the design, implementation, and evaluation of local recycling and waste management programs.		X						
POLICY 3.3.2.	Alternative disposal methods for yard trash shall be continued in cooperation with the County.		X						
POLICY 3.3.3.	The City shall ~~reduce the volume of non-hazardous~~ maintain the rate of reduction of the municipal solid waste disposed of in the County landfill by thirty 30 percent and meet additional State reduction goals as they are enacted. ~~of the October FY 1995-96 volume.~~ No more than one-							X	Modify consistent with Volusia County Solid Waste Sub Element: Objective 8.1.1. - Maintain the rate of reduction in the amount of Volusia County's solid waste stream by 30% and meet additional State waste reduction goals as they are enacted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	half of this thirty percent shall be met with a reduction in yard trash, white goods, scrap metal, construction debris, and tires while the other half may be met with a reduction in paper goods, perishable foods, plastic goods, and metal and glass containers.								Policy 8.1.1.1. - No more than one-half (15%) of the objective shall be met with the recycling of yard trash, white goods, construction/demolition and tires. Policy 8.1.1.2 - The remaining 15% of the objective shall continue to be met with other programs including voluntary curbside recycling from households.
POLICY 3.3.4.	Through the development review process, the City shall ensure that commercial and industrial establishments participate in recycling efforts.		X						
POLICY 3.3.5.	The City shall implement recycling programs and participate in any County resource recovery programs as necessary to achieve reductions in solid waste as mandated by State law.		X						
~~POLICY 3.3.6.~~	~~The City shall maintain a non-residential development recycling program which targets industrial and commercial establishments.~~			X					These recycling programs are not regulated by the City of Ormond Beach.
~~POLICY 3.3.7.~~ POLICY 3.3.6.	An adequate public participation rate in recycling shall be maintained to meet State requirements for volume reduction.							X	Renumbered.
~~POLICY 3.3.8.~~ POLICY 3.3.7.	The City shall inform and educate the public about recycling and products which are not recyclable, cannot be converted or cannot be used.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 3.4. ADMINISTRATION AND DEVELOPMENT REVIEW	**The City shall continue to administer, in a cost-efficient and environmentally safe manner, a collection and transfer solid waste system that is fully supported by user fees and that is designed to effectively meet the needs of existing and future residents.**		X						
POLICY 3.4.1.	The City's Department of Finance and Public Works shall work together to maintain a full cost accounting and reporting system for the collection and transfer of solid waste in compliance with the Solid Waste Management Act.		X						
POLICY 3.4.2.	The City will participate in the "Keep Volusia Beautiful" program to control the problem of littering and illegal dumping.		X						
POLICY 3.4.3.	The City shall support the County to maintain landfill location determination criteria designed to address minimum size criteria, minimum distance from residential areas, schools and hospitals, minimum distance from streams, aquifer recharge areas, and wetlands, stay out of 100-year floodplain, and determines maximum distance from main roads.		X						
POLICY 3.4.4.	Solid waste generated within the city limits shall continue to be collected on a regularly scheduled basis.		X						
POLICY 3.4.5.	Residential, commercial, and industrial development shall have adequate landfill space to meet the solid waste needs anticipated to be generated by the proposed development activity							X	Spell out acronym

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	in accordance with interim review of development activities and with the Land Development Code. All proposals for development shall include an analysis of the amount and types of solid waste to be generated and ability of the City and County to accommodate the new demand. No development shall be approved unless there is sufficient collection, transfer and disposal resources available to meet the new demand consistent with Level-of-Service Standards ~~LOSS~~.								
~~**HAZARDOUS MATERIALS AND WASTE SUBELEMENT**~~				X					Proposed to delete sub-element headers for each goal.
GOAL 4. HAZARDOUS MATERIALS AND WASTE	THE PUBLIC HEALTH, SAFETY AND WELFARE SHALL BE PROTECTED FROM THE IMPROPER MANAGEMENT OF HAZARDOUS WASTES AND MATERIALS USED AND GENERATED IN AND TRANSPORTED THROUGH THE CITY.	163.3177 (6)(c)	X						
OBJECTIVE 4.1. HAZARDOUS WASTE PROGRAM DEVELOPMENT	**The City shall continue its cooperation with the County to reduce improper hazardous storage and disposal. The City may consider disposal options which include privatization of service or interlocal agreements with the County.**		X						
POLICY 4.1.1.	Hazardous waste generators shall develop and submit to the City a hazardous waste management program at site plan submittal to protect the citizens and the environment from misuse, spills, and improper disposal. The purpose of the hazardous waste management plan is to ensure the		X						

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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	safest and most efficient use and disposal of hazardous materials.								
POLICY 4.1.2.	Business/industrial park storage/transfer facilities shall, at a minimum, conform to the Florida Department of Environmental Protection ~~FDEP~~ transporter permitting requirements.							X	Spell out acronym
POLICY 4.1.3.	Each business/industrial park shall secure, prior to leasing or selling any lots or parcels, arrangements with a~~n~~ the Florida Department of Environmental Protection ~~FDEP~~ permitted hazardous waste management company to pick up and transfer waste from the park on a regularly scheduled basis.							X	Spell out acronym
POLICY 4.1.4.	All users and generators shall properly store and dispose of hazardous materials and waste upon adoption of this plan. The following criteria shall apply in the implementation of this Policy: a. Large quantity generators (companies that generate in excess of 2,200 lbs./month) and industrial/commercial parks containing generators that produce waste not suitable for recycling, exchange or reuse shall be encouraged to reduce hazardous waste volumes and to obtain necessary permits to develop on-site treatment facilities to render the waste non-hazardous. b. Existing Federal and State regulations relating to storage, transfer, and disposal shall be stringently enforced through							X	Delete “a” in paragraph c.

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	coordinated efforts at both State and local levels. c. On-site verification of ~~a~~ generator compliance with applicable rules and regulations shall be made, at a minimum, once a year.								
OBJECTIVE 4.2 DEVELOPMENT REGULATIONS	**All development activities shall provide protection to the environment and the public welfare from any hazardous wastes consistent with the provisions of the Land Development Code.**		X						
POLICY 4.2.1.	The City shall not admit those types and quantities of industrial wastes that are harmful or damaging to the structures, processes, or operation of the sewage works.		X						
POLICY 4.2.2.	The industrial user of the sewer system shall provide such preliminary treatment or handling of its waste as may be necessary to modify any objectionable characteristics or constraints.		X						
POLICY 4.2.3.	The City shall require safe management, manufacture, transportation, usage, and disposal of hazardous materials.		X						
POLICY 4.2.4.	The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.		X						

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POLICY 4.2.5.	The City shall enforce the asbestos removal provisions adopted in the Florida Building Code in regard to asbestos removal during demolition or construction activities.		X						
~~**NATURAL GROUNDWATER RECHARGE SUBELEMENT**~~				X					Proposed to delete subelement headers for each goal.
GOAL 5. POTABLE WATER SUPPLY	**THE PUBLIC SHALL BE ENSURED AN ADEQUATE SUPPLY OF SAFE, POTABLE WATER WHICH IS OBTAINED FROM THE HIGHEST QUALITY SOURCE AVAILABLE AND IS PROTECTED FROM CONTAMINATION.**	163.3177 (6)(c)	X						
OBJECTIVE 5.1. DEVELOPMENT REVIEW	**Natural groundwater protection standards shall be utilized in review of development activities as provided by the Land Development Code.**		X						
POLICY 5.1.1.	Saltwater intrusion shall be prevented by limiting potentially harmful water extraction and ensuring adequate recharge.		X						
POLICY 5.1.2.	The use of native and drought-resistant vegetation in landscaping shall be encouraged by providing developers with a list of appropriate native vegetation at site plan application.		X						
POLICY 5.1.3.	The City shall continue to deliver effluent for reuse as a component of its effluent disposal program for environmentally and economically suitable areas. ~~The City shall consider providing~~							X	Proposed deletion of the economic incentives as there are no funds dedicated for re-use incentives.

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	~~economic incentives to developments, agricultural operations and businesses which limit potable water consumption by using effluent reuse systems~~.								
POLICY 5.1.4.	The City shall continue to administer an emergency water shortage plan.		X						
POLICY 5.1.5.	Land use decisions and development approvals shall be consistent with adopted comprehensive water basin management plans. Water supply, production facilities, conveyance lines and Consumptive Use Permit ~~C.U.P.~~ capacity shall be available for new site plan and/or subdivision developments, prior to issuance of development orders.							X	Spelled out Consumptive Use Permit.
POLICY 5.1.6.	The use ~~of procreation~~ of native vegetation and/or drought-resistant vegetation shall be required on development projects ~~when irrigation water is drawn from sources which are critical to limiting saltwater intrusion~~.							X	Native vegetation and drought-resistant vegetation required on all development projects.
POLICY 5.1.7.	Industries which utilize or generate hazardous materials shall be sited and designed so as to minimize the threat of surface water or groundwater contamination.		X						
POLICY 5.1.8.	The City shall continue to apply regulations and procedures to control permanent water table drawdown in accordance with the County minimum environmental standards and the provisions of the Land Development Code.		X						

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~~POLICY 5.1.9.~~	~~Encourage Volusia County to maintain a functioning positive (pumped) drawdown system, in its "high-rise" landfills, to continually extract the mass of accumulating leachate and properly treat it.~~			X					Proposed to be deleted as a Volusia County landfill responsibility.
~~POLICY 5.1.10.~~ POLICY 5.1.9.	Removal of the confining layer of material separating the bottom of borrow pits from the top of the Floridan Aquifer shall be prohibited as provided by the Land Development Code.							X	Renumbered.
~~POLICY 5.1.11.~~ POLICY 5.1.10.	Water management plans shall be designed to approximate pre-development recharge conditions.							X	Renumbered.
~~POLICY 5.1.12.~~ POLICY 5.1.11.	Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available raw water production, treatment, distribution and permitted withdrawal capacity.							X	Renumbered.
~~POLICY 5.1.13.~~ POLICY 5.1.12.	The watershed upstream of surface water potable water supplies shall be protected. Activities within the watershed should not reduce the volume of water available under low-flow conditions, or reduce the quality of the surface water below State standards.							X	Renumbered.
~~POLICY 5.1.14.~~ POLICY 5.1.13.	The disposal of non-hazardous waste shall be managed and controlled to prevent surface water and groundwater contamination. The City shall continue to implement a groundwater and surface							X	Renumbered.

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	water monitoring program to detect potential contamination by leachate.								
~~POLICY 5.1.15.~~ POLICY 5.1.14.	Marinas which service boats with on-board sewage facilities shall be required to provide sewage pump out and treatment facilities and provide for the appropriate effluent disposal method. Such pump out and treatment facilities shall be maintained in good working order to assure the contamination of groundwater or surface water, in accordance with the provisions of the Florida Administrative Code, F.A.C. does not occur.							X	Renumbered.
~~POLICY 5.1.16.~~ POLICY 5.1.15.	Industries which use hazardous materials or generate hazardous waste shall be regulated to prohibit the release of hazardous materials in violation of State water quality standards for groundwater and surface waters.							X	Renumbered.
~~POLICY 5.1.17.~~ POLICY 5.1.16.	The withdrawal or discharge of water which alters hydroperiods, discharge volumes, in-stream velocities, surface water stages or groundwater levels so as to cause a significant, adverse effect on natural water-dependent ecosystems is prohibited. Such projects shall be permitted only in cases of overriding public benefit, such as alterations in the stage or flow of surface waters as a part of any government sanctioned program of flood control, water quality restoration, habitat restoration or exotic plant control and shall be designed and operated so as to minimize harm to non-target organisms or natural ecosystems.							X	Renumbered.

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~~POLICY 5.1.18.~~ POLICY 5.1.17.	The City shall determine water supply levels-of-service in conjunction with the St. Johns River Water Management District. Land development permits will be subject to those limitations.							X	Renumbered.
~~POLICY 5.1.19.~~	~~The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.~~			X					Proposed to be deleted. City provides water to developments where a development order is issued and is not issuing permits for other water suppliers.
OBJECTIVE 5.2. INTERGOVERNMENTAL COORDINATION	**The City shall coordinate with the St. Johns River Water Management District to develop intergovernmental responses to groundwater problems.**							X	Inserted word Water.
POLICY 5.2.1.	The City shall maintain a ~~w~~Water ~~s~~Supply ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.							X	Water Supply Work Plan related amendment.
POLICY 5.2.2.	The City will participate in the development of updates to St. Johns River Water Management District's water supply							X	Water Supply Work Plan related amendment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.								
POLICY 5.2.3.	The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.				X				New policy proposed based on Water Supply Work Plan related amendment.
OBJECTIVE 5.3. WATER CONSERVATION	**The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by St. John's River Water Management District as part of the City's Consumptive Use Permit (C.U.P.).**		X						
POLICY 5.3.1.	The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if the per capita consumption exceeds by 25 percent~~%~~ the average gross per capita consumption of 110 gallons per day (gpd).							X	Spell out percent
POLICY 5.3.2.	Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:							X	Water Supply Work Plan related amendment.

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	a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation~~, and xeriscape~~. b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications. c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. ~~Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.~~ d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	monitor the entire City's water distribution system ~~through the use of leak noise loggers~~.								
POLICY 5.3.3.	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 should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.		X						
POLICY 5.3.4.	The City shall utilize a low pressure ~~reveres~~ reverse osmosis (LPRO) treatment process which permits the use of brackish groundwater which is lower quality water source from the Upper Floridan Aquifer. Future needs may require ~~to~~ the City to use the Lower Floridan Aquifer as an alternative water source.							X	Correct spelling error for reverse.
POLICY 5.3.5.	The City shall maintain a comprehensive program responsible for educating businesses and residents of: the City's current water conservation policies, the fragility of the aquifer, methods to reuse and conserve water, well abandonment problems and rules, and encouragement of the use of drought resistant plants ~~(xeriscape)~~.							X	Delete term xeriscape.
POLICY 5.3.6.	The City of Ormond Beach will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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	manner consistent with the Volusia County Comprehensive Plan.								
POLICY 5.3.7.	The City of Ormond Beach will implement all water conservation practices that are conditions of the Consumptive Use Permit ~~C.U.P~~.							X	Spell out Consumptive Use Permit.
OBJECTIVE 5.4. NATURAL GROUNDWATER AQUIFER PROTECTION	**The City shall protect the functions of designated natural groundwater aquifer recharge areas as provided by the Land Development Code.**		X						
POLICY 5.4.1.	The City shall regulate land use and development to protect functions of the designated recharge areas.		X						
POLICY 5.4.2.	Prime groundwater recharge areas and other recharge areas which have been identified by the St. Johns River Water Management District ~~the ECFRPC or subsequently by the City~~ to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards.							X	This policy is proposed to be update to identify St. Johns River Water Management District to replace the East Central Florida Regional Planning Council reference
POLICY 5.4.3.	No commercial or industrial mining shall be allowed in prime groundwater recharge areas or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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OBJECTIVE 5.5. PUBLIC WATER SUPPLY WELLFIELD PROTECTION	**The City of Ormond Beach will safeguard the public health, safety and welfare of its citizens by appropriately regulating the storage, handling, use or production of hazardous substances within the wellfield protection areas surrounding public water supply wells and well fields.**		X						
POLICY 5.5.1.	The City shall continue to apply regulations and procedures contained in the Land Development Code concerning Public Water Supply Wellfield Protection.		X						
POLICY 5.5.2.	Land uses or activities which, by their nature, represent a substantial risk to the quality or quantity of water from established public well fields or the watershed of surface water supplies shall be excluded from the immediate vicinity of such well fields or surface water supplies so as to minimize the threat to the public water supply. Conversely, the siting of new public water supplies shall avoid proximity to established land uses which may harm the water supply from that source.		X						

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POLICY 5.5.3.	The storage, use, disposal or production of hazardous or toxic substances ~~and that certain land uses~~ involving regulated or generic substances located within the 'Primary and Secondary Wellfield Protection Zones' surrounding public water supply wells and well fields that are potentially harmful to the drinking water of the City will be prohibited or severely restricted.							X	Delete phrase.
POLICY 5.5.4.	The City shall maintain a 'Primary Wellfield Protection Zone,' which is defined as the land area immediately surrounding any public water supply well and extending a radial distance of two hundred (200') feet, or that area that is within the first twenty (20%) percent of the total radial distance of the cone of influence, whichever is greater.		X						
POLICY 5.5.5.	The City shall maintain a 'Secondary Wellfield Protection Zone' which is defined as the land area surrounding the 'Primary Well Field Protection Zone,' and extending a radial distance of eight hundred (800') feet from the 'Primary Well Field Protection Zone,' or that area within the cone of influence exclusive of the 'Primary Zone,' whichever is greater.		X						

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			Keep	Delete	New	Replace	Move	Modify	
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GOAL 1. WATERSHEDS, LAKES AND RIVERS	**THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.**	F.S. 163 and F.S. 373	X						
OBJECTIVE 1.1. SPECIES DIVERSITY	**The City shall <u>coordinate with the appropriate state and federal agencies to</u> maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.**	F.S. 163 and F.S. 379						X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.1.1.	The City shall ~~continue to~~ cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.1.2.	The City shall ~~continually~~ <u>coordinate with the appropriate state and federal agencies to</u> identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.

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	activities shall be incorporated into the Land Development Code.								
POLICY 1.1.3.	The City shall ~~continue to request~~ encourage that the State ~~adopt~~ maintain an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.							X	Language modified to encourage the maintenance of the Florida Department of Environmental Protection's Tomoka Marsh Aquatic Preserve program.
POLICY 1.1.4.	~~The City, i~~ In cooperation with State, regional, and local agencies, the City shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values~~,~~ of spoil islands.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: add "by use of native vegetation" after spoil islands. Corrected punctuation; removed comma after "values"
POLICY 1.1.5.	The City shall continue to work with the Florida Department of Environmental Protection to expand the Tomoka Marsh Aquatic Preserve boundaries to include Dodson Creek, Strickland Creek, and the portion of Thompson Creek east of US 1.		X						
POLICY 1.1.6.	The City shall cooperate with State, regional and local governmental agencies, in an endangered species information program.		X						
POLICY 1.1.7.	Historic stream courses, saltwater marshes, freshwater marshes, and other wetlands shall not be channelized or impeded and shall be		X						

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	retained in their current condition consistent with the wetland regulations of Objective 5.4.								
OBJECTIVE 1.2. SURFACE WATER QUALITY	**The City shall <u>coordinate with the appropriate state and federal agencies to</u> protect, enhance, and improve the ambient surface water quality of the Halifax River, the Tomoka River and their tributaries.**	F.S. 373.403-469						X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.2.1.	The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce De Leon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.		X						
POLICY 1.2.2.	The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. ~~This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.~~							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.2.3.	If a central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.		X						

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POLICY 1.2.4.	On-site waste treatment system facilities and drainfields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetlands as possible.		X						
POLICY 1.2.5.	The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.		X						

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POLICY 1.2.6.	The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.		X						
POLICY 1.2.7.	~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~ The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system drawdown restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.							X	These changes are a result from Ord. 2024-08 – Water Supply Plan
POLICY 1.2.8.	The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.		X						

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POLICY 1.2.9.	The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities; marinas shall not be located in the Tomoka River or its tributaries.		X						
POLICY 1.2.10.	In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent water body is to be protected.		X						
OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION	**The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River~~,~~ and their tributaries.**	F.S. 163	X						
POLICY 1.3.1.	~~On a continuous basis, t~~The City shall support and promote state and federal agencies programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.

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POLICY 1.3.2.	The City shall ~~coordinate its~~ encourage a water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: Add "of point source and water to the Halifax intrusion"
POLICY 1.3.3.	In cooperation with State, regional, and local agencies, including the Volusia County Sheriff's Department, the City shall participate, where possible, in a river safety program that utilizes to the maximum extent possible, miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.							X	No change to text. added commas around "where possible" and after "extent possible"
OBJECTIVE 1.4. ECOLOGICAL BALANCE	**The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.**	F.S. 163.3177 and F.S. 403	X						Community Engagement Meeting comment: Add "park" after recreational.

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POLICY 1.4.1.	~~On a continuing basis, t~~ The City shall coordinate with the appropriate State, regional, and local agencies in the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River ~~with other agencies and private organizations~~. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.4.2.	On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.		X						
POLICY 1.4.3.	On a continuous basis, the City shall seek to acquire suitable property to meet public access requirements adjacent to the Tomoka River and its tributaries and the Halifax River for passive park and canoe access facilities.		X						
POLICY 1.4.4.	In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.		X						

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POLIVY 1.4.5.	In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.		X						
OBJECTIVE 1.5. ARTIFICIAL LAKES	**Artificially constructed lakes shall be designed and located so as to not negatively affect the aesthetics, ambient water quality, biotic composition/diversity, environmental integrity, flood capacity, public health and safety, or recreational values of the upper Halifax River, the Tomoka River, or their tributaries.**	F.S. 163.3177	X						
POLICY 1.5.1.	Artificially constructed lakes shall not be included in stormwater management systems which have outfalls into the upper Halifax River, the Tomoka River, or their tributaries without review and recommendations by the Site Plan Review Committee that all pertinent ordinances and standards have been met and that the discharge to the receiving waters will not degrade ambient surface water quality.		X						
POLICY 1.5.2.	Artificially constructed lakes shall not be excavated in wetland systems in the upper Halifax River, the Tomoka River, or their tributaries and shall not lower water levels in these systems.		X						
OBJECTIVE 1.6. REZONING	**Rezoning shall be consistent with the Comprehensive Plan and with the objective**	F.S. 163.3177	X						

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	of preserving ecological systems and the aesthetic qualities of the community.								
POLICY 1.6.1.	All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.		X						
POLICY 1.6.2.	The City shall maintain the zoning district entitled "Special Environmental District" (SE). The following criteria shall apply to the implementation of this policy: A. The SE district applies to all Departments of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines: 1. not protected or preserved by a conservation easement; and 2. or part of an approved Master Land Use Plan for a Planned Residential Development. This area includes mosquito impoundment districts. B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.		X						Community Engagement Meeting comment: add Ormond Scenic Loop and Trail as new Item C.

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			Keep	Delete	New	Replace	Move	Modify	
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POLICY 1.6.3.	In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.		X						
GOAL 2. FLOODPLAINS	**THE CITY SHALL CONTINUE TO IMPLEMENT CURRENT PROGRAMS AND STUDY AND ADOPT NEW PROGRAMS TO MINIMIZE PUBLIC AND PRIVATE LOSSES AND THREATS TO THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO FLOOD CONDITIONS AND HAZARDS.**	F.S. 163.3177	X						
OBJECTIVE 2.1. FLOOD DAMAGE	**Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.**	F.S. 163.3177	X						
POLICY 2.1.1.	The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.		X						

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			Keep	Delete	New	Replace	Move	Modify	
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POLICY 2.1.2.	The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.		X						
POLICY 2.1.3.	The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may at flood state, pose a threat to life and property in excess of that is anticipated by the 100-year storm in the floodway fringe areas.		X						
POLICY 2.1.4.	Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site, or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.		X						

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			Keep	Delete	New	Replace	Move	Modify	
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POLICY 2.1.5.	Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.		X						
POLICY 2.1.6.	The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheetflow or pose a threat to the public health, safety, and welfare.		X						
POLICY 2.1.7.	Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.		X						
OBJECTIVE 2.2. FLOODPLAIN MANAGEMENT	**All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Code, as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.**	F.S. 163.3177	X						
POLICY 2.2.1.	The City shall constantly enforce the flood hazard provisions of Chapter 3, Article II of							X	No change to text. Corrected punctuation; removed comma after "and" in paragraph "d"

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	the Land Development Code which shall contain, at a minimum, provisions for: a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities; b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters; d. Controlling filling, grading, dredging, and other development which may increase flood damage; and~~,~~ e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 2.2.2.	The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.		X						
POLICY 2.2.3.	The City shall continue to participate in the National Flood Insurance Program.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 2.2.4.	All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.		X						
POLICY 2.2.5.	The City shall periodically review its zoning regulations to ensure that the density which is permitted under each zoning category is consistent with the City's desire to protect the natural functioning values of the floodplain and to protect the quality and quantity of surface water resources.		X						
POLICY 2.2.6.	Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.		X						
POLICY 2.2.7.	The City shall perpetually enforce the flood hazard provisions of the Land Development Code and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 2.2.8.	All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.		X						
POLICY 2.2.9.	The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.		X						
GOAL 3. GROUNDWATER	**THE CITY SHALL SECURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AND PROTECT THE QUALITY AND QUANTITY OF GROUNDWATER RESOURCES IN ORDER TO ENSURE A SAFE AND ADEQUATE WATER SUPPLY FOR PRESENT AND FUTURE GENERATIONS AND, TO PRESERVE GROUNDWATER RESOURCES PRESENTLY IN USE.**	F.S. 163.3177	X						
OBJECTIVE 3.1. SALTWATER INTRUSION AND RECHARGE	**The City shall prevent saltwater intrusion by limiting potentially harmful water extractions and ensuring recharge occurs to the maximum extent practical and technically feasible.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 3.1.1.	Water conservation measures shall be maintained in the plumbing codes (e.g., require new construction to install water conserving plumbing fixtures) and shall be updated as the technology becomes available.		X						
POLICY 3.1.2.	The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include "dry-line" requirements for new developments.		X						
~~POLICY 3.1.3.~~	~~The City shall obtain water through interconnections with adjacent utility systems.~~			X					The City does not obtain water from other utility systems. Have interconnections for emergency situations.
POLICY 3.1.3~~4~~.	Potable water withdrawal from areas east of the County buffer zone shall be pumped at an appropriate volume and rate to avoid both saltwater intrusion and decreased aquifer levels. These actions shall be consistent with the City's approved wellfield operating plan.							X	No change in text. Re-number policy
OBJECTIVE 3.2. INTERGOVERNMENTAL COORDINATION	**Coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater problems.**	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 3.2.1.	The City shall maintain and periodically review potable water supply wellfield protection standards~~,~~ by designing land use controls that provide long-term protection from contamination, and by establishing criteria for regulations to ensure proper handling, utilization, storage, and disposal of chemicals, fuels, and other hazardous materials within the City, to avoid groundwater contamination.							X	Corrected punctuation; removed comma after "standards"
POLICY 3.2.2.	The City shall maintain formal lines of communication with Federal, State, and local agencies so that the City Police and Fire Departments can be prepared when hazardous materials are transported through the City.		X						
POLICY 3.2.3.	On a continuous basis, the City's Engineering Division shall revise its estimates of safe yield for the Volusia-Floridan Sole Source Aquifer.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 3.3. AQUIFER PROTECTION	**Excavation projects shall not harm the Volusia-Floridan Sole Source Aquifer.**	F.S. 163.3177	X						
POLICY 3.3.1.	The City shall prohibit removal of the confining layer of material separating the bottom of borrow pits from the top of the Volusia-Floridan Sole Source Aquifer.		X						
OBJECTIVE 3.4. GROUNDWATER CONTAMINATION	**The City shall act to prevent groundwater contamination to ensure that any contamination will be quickly detected and subjected to a swift and effective response.**	F.S. 163.3177	X						
POLICY 3.4.1.	On a continuous basis, the City shall maintain its extensive water quality testing program at and near the City landfill in order to monitor groundwater quality parameters.		X						
POLICY 3.4.2.	The City shall maintain and periodically review the provisions of the Land Development Code concerning abandoned gasoline tanks, to comply with applicable State and County regulations.		X						
POLICY 3.4.3.	Groundwater resources shall be protected from leaking underground storage tanks by the utilization of state-of-the-art leak prevention technology (such as double-walled storage tanks).		X						
OBJECTIVE 3.5. DEVELOPMENT	**All requests for development shall be reviewed to ensure that potential impacts of**	F.S. 163.3177	X						

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			Keep	Delete	New	Replace	Move	Modify	
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	the proposed development activity do not degrade the quantity and quality of groundwater resources.								
POLICY 3.5.1.	Depending upon site locations and intensity of development, applicants for development may be required to provide the City with sufficient information for review of the potential impact on the groundwater resources of the City and region.		X						
POLICY 3.5.2.	The City shall continue to require such information which shall include, but not be limited to, site hydrology, geology, geologic maps, surficial aquifer characteristics, confining unit definitions, water table contour map, direction and rate of groundwater flow, maximum/minimum recorded water table elevations, aquifer relationship to local geology, location of local discharge features, background water quality, suitability for irrigation and wastewater reuse, Volusia-Floridan Sole Source Aquifer characteristics, and potentiometric surface map.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 3.5.3.	Development within the zone of influence of wellfields shall be regulated and permitted to ensure no degradation of the quality and quantity of groundwater.		X						
POLICY 3.5.4.	Fuel dispensing and storage facilities shall be prohibited within the zone of influence of any wellhead and wellfield.		X						
POLICY 3.5.5.	To the maximum extent possible, the City shall encourage irrigation water to be furnished from community suppliers such as a City or neighborhood reuse system; and the City should discourage the use of individual non-potable wells.		X						
POLICY 3.5.6.	The Volusia-Floridan Sole Source Aquifer should not be used to meet non-potable irrigation needs.		X						
POLICY 3.5.7.	Individual well pumpage rates shall be matched to site specific hydrological characteristics in order to avoid excessive groundwater drawdowns in the Floridan Aquifer.		X						
POLICY 3.5.8.	The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.		X						Community Engagement Meeting comment: add new Policy 3.5.9. "The use of atmospheric water generation shall be considered whenever and wherever possible".
GOAL 4. POTABLE WATER	**THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND**	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	FUTURE DEMANDS WITHOUT HARMING GOUNDWATER RESOURCES.								
OBJECTIVE 4.1. POTABLE WATER SERVICES	**Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.**		X						
POLICY 4.1.1.	The City shall provide potable water service to existing or platted subdivisions throughout its service area.		X						
POLICY 4.1.2.	The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.		X						Community Engagement Meeting comment: add new Policy 4.1.3.“Atmospheric water generation when possible”
OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION	**The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.**	F.S. 163.3177	X						
POLICY 4.2.1.	The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells and are in need of central water service.							X	Grammer – delete comma.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 4.2.2.	The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.		X						
POLICY 4.2.3.	The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following: a. Interpret District procedures associated with declaring and rescinding a water shortage; b. Designate one or more persons to be a liaison with the District concerning water shortage related matters and the enforcement of District water use restrictions; c. Amend its ordinance, as needed, to facilitate local enforcement of District water use restrictions;		X						
OBJECTIVE 4.3. WATER CONSERVATION	**In order to maintain adequate potable water supplies to meet public health, safety, and welfare needs and minimize adverse economic, social, and environmental impacts, the City shall encourage and require water conservation.**	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 4.3.1.	The City shall continue to participate in Local, District, State, and Federal public awareness programs to inform the public of the benefits of reducing water usage.		X						
POLICY 4.3.2.	The City shall discourage the over-watering of lawns and other landscaping plants, particularly when automatically timed sprinkler systems are used. The City shall require the use of "rain sensors" as required by Florida Statutes.		X						
POLICY 4.3.3.	The City shall continue to prohibit the sprinkling of lawns during hours of high evaporation potential.		X						
POLICY 4.3.4.	Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry-lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 4.3.5.	The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.		X						
GOAL 5. VEGETATION	**THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.**	F.S. 163.3177	X						
OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES	**The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.**		X						
POLICY 5.1.1.	An inventory of natural vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.		X						Community Engagement Meeting comment: strike natural and add native

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 5.1.2.	~~The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to land developers.~~ Land developers and other interested parties shall consult with state agencies who maintain the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as desired.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: strike developers and add all residents.
POLICY 5.1.3.	Ecologically viable portions of natural upland plant communities including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable.		X						Community Engagement Meeting comment: add forests.
POLICY 5.1.4.	The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion, and other areas where the public interest is best served by preserving native vegetation.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 5.1.5.	The City shall maintain and periodically review standards that preserve the present forested tree cover to the maximum extent practical.		X						Community Engagement Meeting comment: delete periodically and add annually and include "especially the Ormond Scenic Loop and Trail" at the end.
POLICY 5.1.6.	The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.		X						Community Engagement Meeting comment: After preserve add, "plan, plant, par, and program".
POLICY 5.1.7.	The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.		X						Community Engagement Meeting comment: add - expand regrowth of trees.
POLICY 5.1.8.	Significant mesic or ~~xeric~~ native communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.							X	Community Engagement Meeting comment: delete mesic or xeric and add native.
OBJECTIVE 5.2. HABITAT AND DEVELOPMENT	**Balance the combination of aesthetic, ecological, recreational, and utilitarian qualities of the land for the long-term public interest.**							X	Community Engagement Meeting comment: add regrow to objective title.Corrected punctuation; added comma after "recreational"
POLICY 5.2.1.	Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas~~,~~ for designated plant and animal species.							X	No change to text. Corrected punctuation; removed comma after "areas"

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POLICY 5.2.2.	The development plan review process shall consider the overall impact of a project on adjoining ecosystems.		X						
POLICY 5.2.3.	Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.		X						
POLICY 5.2.4.	In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors, and specimen and historic trees.							X	Add "and historic" and "," for punctuation. Community Engagement Meeting comment: add community forest.
POLICY 5.2.5.	Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.		X						
POLICY 5.2.6.	Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.		X						Community Engagement Meeting comment: Add "to plant native"

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POLICY 5.2.7.	Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.		X						
POLICY 5.2.8.	Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.		X						
POLICY 5.2.9.	On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.		X						
POLICY 5.2.10.	On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.		X						Community Engagement Meeting comment: Add “native trees and plants”
POLICY 5.2.11.	The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 5.2.12.	Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.		X						
POLICY 5.2.13.	Wherever feasible, site design shall accommodate any designated plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.		X						Community Engagement Meeting comment: delete designated and add native.
POLICY 5.2.14.	To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.		X						

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POLICY 5.2.15.	The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlights the flora, fauna, land forms, water bodies, and historical/ archeological resources allocated along the corridor.							X	No change to text. Corrected punctuation; added comma after "water bodies"
POLICY 5.2.16.	The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall ~~develop~~ maintain and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.							X	There is no plan for Ormond Beach to develop any additional parking in the loop corridor. The city has parking available at several local parks that will be maintained.
POLICY 5.2.17.	The City of Ormond Beach shall cooperate with Volusia County In efforts to Regrow the Loop and Regrow Volusia.				X				Community Engagement Meeting comment from 01.16.2025 to add Policy on Regrow Volusia.
OBJECTIVE 5.3. NATIVE LANDSCAPING	**The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.**	F.S. 163.3177	X						Community Engagement Meeting comment: delete drought-resistant and add trees. Add suburban and agricultural after nearby.

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POLICY 5.3.1.	The City shall continue to promote and encourage ~~xeriscape~~ native design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing ~~xeriscape~~ native plantings.		X						Community Engagement Meeting comment: delete xeriscape and add native plant.
POLICY 5.3.2.	The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of drought resistant native vegetation in harmony with site specific conditions.		X						Community Engagement Meeting comment: delete 50% and add 75%. Delete drought resistant.
POLICY 5.3.3.	Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.		X						Community Engagement Meeting comment: delete 50% and add 75%. Delete drought resistant.
POLICY 5.3.4.	All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.		X						
POLICY 5.3.5.	Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.		X						Community Engagement Meeting comment: delete open space.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 5.3.6.	Exotic plant species, as identified by the Florida Invasive Species Council ~~listed as exempt species in Chapter 3, Article II of the Land Development Code~~, shall be removed from development sites during the time of construction.							X	Changes based on proposed Land Development Code Landscaping Article amendments.
POLICY 5.3.7.	Development shall preserve fifty (50%) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.		X						Community Engagement Meeting comment: delete 50% and add 75%. Add new Policy 5.3.8. – Reduce and or remove invasive plants.
POLICY 5.3.8.	The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.				X				New policy as part of water supply plan Ord 2024-08

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POLICY 5.3.9.	The removal of invasive species on City owned and maintained lands shall be funded through the annual budget process.				X				City Commission directive from February 4, 2025 workshop.
OBJECTIVE 5.4. WETLAND PRESERVATION	**Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; ~~and~~ establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.**	F.S. 163.3177						X	Removed the word "and" after the first occurrence of "transition zones"

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POLICY 5.4.1.	It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; to require silviculture to comply with all requirements; to provide for mitigation in the form of wetland restoration, wetland creation or upland preservation; to offset further losses; to promote economic development that creates long-term, value added jobs by allowing wetland impacts in excess of minimum requirements under certain conditions for commercial, industrial, ~~and~~ residential, office, and retail~~,~~ land uses, subject to applicable ~~e~~ County, ~~s—~~State, and ~~f—~~Federal wetland regulations; and to provide for the protection of wetlands under the City's land development regulations to be adopted and implemented consistent with Section 163.3202, F.S.							X	Minor grammatical changes.
POLICY 5.4.2.	Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities. As a result of development, there shall be no net loss of wetlands functions or values, nor shall wetlands functions and values be degraded.		X						

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POLICY 5.4.3.	All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.		X						
POLICY 5.4.4.	The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Code.		X						
POLICY 5.4.5.	No activities in or affecting wetlands shall destroy natural wetland functions <u>that are</u> important, unless otherwise mitigated, to the general welfare by: a. Decreasing breeding, spawning, nesting, wintering, feeding, or other critical habitat for fish and wildlife, including rare, threatened and endangered plant and animal species, commercially and recreationally important fish and wildlife and species of special concern; b. Interfering with the natural exchange of nutrients needed by fish and other forms of wildlife; c. Reducing groundwater recharge; d. Destroying sites needed for educational and scientific research.							X	Added the phrase “that are” for clarity.

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. b. Halifax River: A minimum of 30 feet from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in the Land Development Code, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten (10') feet above the mean high-water mark exists along the river. c. Mosquito Control Ditches; Strickland, Dodson, and Thompson Creeks; and Misner's and Groover Branches: A minimum of 60 feet from the mean							X	Hyphenated each occurrence of "high-water" for grammar Removed the second occurrence of "and" and replaced commas with semicolons for clarity after "wildlife quality" and "turbidity control" in paragraph "d"

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	high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. d. For those waterways listed under "c" above, the shoreline and wetland setback may be adjusted downward on a case-by-case basis, to be no less than 30 feet from the mean high-water mark or no less than 25 feet from the upland/wetland interface, whichever is greater. A request for a reduction may be considered, provided that the associated wetland and upland buffer areas are predominantly herbaceous in nature, and the functioning values of the wetland and upland buffer areas are poor for such factors as wetland wildlife quality~~,~~ and quantity~~,~~; ~~and~~ sediment and turbidity control; and surface water runoff control. A determination to allow a reduction in the buffer width shall be based on a finding of conformance to all of the following criteria as conducted through the development review process: 1. The developable portion of the property is less than 150 feet deep for existing lots of record, as of the date of adoption of the Comprehensive Plan.								

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	2. The proposed development shall be connected to a central water and sewer system. 3. The proposed development shall not adversely impact the hydroperiod and other functioning values of the adjacent wetland as determined by review of a Wetlands Management Plan, which is required to be submitted under the Wetlands Protection Ordinance. 4. The proposed development shall provide one-to-one mitigation for reduction in standard, by enhancing the functioning values of the on-site upland and wetland buffer areas.								
POLICY 5.4.7.	The City shall maintain Land Development Code regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.		X						
POLICY 5.4.8.	All new development shall submit to the City a description of all watercourses, water bodies							X	Added the word “the”.

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	and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Regulation, the Army Corps of Engineers, the St. Johns River Water Management District, and the Florida Department of Environmental Protection shall be included.								
POLICY 5.4.9.	No development shall be approved unless it satisfies the provisions of the City's Land Development Code and the ~~SJRWMD~~ St. Johns River Water Management District rules for Management and Storage of Surface Waters (MSSW), Chapter 40C-4, F.A.C.							X	Spell out acronyms
POLICY 5.4.10.	The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.		X						
POLICY 5.4.11.	The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat,		X						

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	improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.								
POLICY 5.4.12.	The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.		X						
POLICY 5.4.13.	Any drainage that occurs adjacent to a wetland will be separated by an adequate buffer, liner or other means to avoid changes in the wetland's hydroperiod.		X						
POLICY 5.4.14.	Biological monitoring activities, including shallow groundwater levels, shall be undertaken by the developer at various locations for the purpose of evaluating wetland biological productivity and condition.		X						
POLICY 5.4.15.	The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.							X	Add the word "the".

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POLICY 5.4.16.	Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.		X						
POLICY 5.4.17.	On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.		X						
POLICY 5.4.18.	No wells shall be allowed to be constructed in wetlands.		X						
POLICY 5.4.19.	Where artificially constructed lakes adjoin or are within 100 feet of a wetland, design elevations of such lakes will be controlled to maintain or recreate historic water levels and hydroperiods of the adjacent or nearby wetland system. Under no circumstances shall the lakes be allowed to draw down the water table within 300 feet of a wetland.		X						
POLICY 5.4.20.	The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.		X						

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POLICY 5.4.21.	Limit the extensive utilization of fill material in uplands, if its utilization results in extensive or significant wetland alteration.		X						
POLICY 5.4.22.	Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.		X						
POLICY 5.4.23.	The City shall prohibit direct discharge of stormwater into wetland areas.		X						
POLICY 5.4.24.	The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District and/or the City accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.		X						
POLICY 5.4.25.	Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.		X						

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POLICY 5.4.26.	Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.		X						
POLICY 5.4.27.	Agricultural drainage ditches and mosquito control ditches that adversely affect the hydroperiod of natural wetland systems shall be prohibited.		X						
POLICY 5.4.28.	Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.		X						
POLICY 5.4.29.	The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the		X						

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	following methods, in order of priority in which they should be utilized: a. Avoiding the impact altogether by not taking a certain action or parts of an action; b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation; c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment; d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.								
POLICY 5.4.30.	Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:		X						

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	a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable; b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored; c. Periodic monitoring to remove exotic or nuisance vegetation; d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and e. An upland habitat as an adjacent buffer on mitigated sites.								
POLICY 5.4.31.	An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.		X						
POLICY 5.4.32.	Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.		X						

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POLICY 5.4.33.	A mitigation plan approved by a Federal, State, or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.							X	No change to text. Corrected punctuation; added comma after "State."
POLICY 5.4.34.	An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.		X						

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POLICY 5.4.35.	The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.		X						
GOAL 6. FISH AND WILDLIFE	**MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES IN TERMS OF OVERALL POPULATION AND DIVERSITY.**		X						Community Engagement Meeting comment: delete in terms of and add for.
OBJECTIVE 6.1. CONSERVATION	**The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.**		X						

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POLICY 6.1.1.	The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.		X						
POLICY 6.1.2.	If it is presumed that a designated species may be present on the basis of general characteristics, including the number and types of plant communities, the linear amount of "edge" such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be							X	No change to text. Corrected punctuation; added comma after "characteristics"

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	required to conduct an inventory of existing wildlife and vegetation on the site.								
POLICY 6.1.3.	No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.		X						
POLICY 6.1.4.	The City shall monitor and review development and recreation activities, in conjunction with other agencies, along the Tomoka River and its tributaries to identify the impacts that development and recreation have on fish and wildlife within the rivers' and creeks' riparian wildlife corridor.		X						
POLICY 6.1.5.	In order to maintain the biological integrity of the riparian wildlife corridor associated with the Tomoka River and its tributaries, the City shall continue to ensure that the width of the corridor does not diminish below present levels by preserving all connected wetland areas and requiring upland and shoreline buffers.		X						
POLICY 6.1.6.	The City shall coordinate with the St. John's River Water Management District (SJRWMD) to inventory and analyze the extent of wildlife and make recommendations to maintain or prevent the significant decline							X	Spell out acronyms.

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	of wildlife diversity in ~~SJRWMD~~ the St. John's River Water Management District designated Riparian Habitat Protection Zones.								
POLICY 6.1.7.	The City shall maintain in the development review process the review and consideration of the cumulative and macro level impacts upon native faunal and floral species, their habitats, and wildlife corridors.		X						
POLICY 6.1.8.	The City shall cooperate with local, State, regional, and Federal agencies as needed to update inventory and analysis of the quantity and quality of existing aquatic and terrestrial habitat and movement corridors.							X	No change to text. Corrected punctuation; added comma after "regional"
POLICY 6.1.9.	The City will cooperate with state agencies to implement the ~~enforce riparian wildlife corridor standards to prevent the diminishing of wildlife diversity beyond the baseline diversity similar to but not less than the six-hundred (600') foot St. John's River Water Management District (SJRWMD)~~ Tomoka River Riparian Habitat Protection Zone.							X	Proposed language to be modified to coordinate with appropriate state agencies.
POLICY 6.1.10.	On a continuous basis, the City shall update its Land Development Code to incorporate the most recent information and to best ensure protection of sea turtles.		X						
POLICY 6.1.11.	The City shall prohibit the release of balloons into the atmosphere, except for balloons associated with educational, scientific, or transportation purposes.		X						

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POLICY 6.1.12.	The City shall maintain standards, within the land development regulations for identification and preservation of floral and faunal habitats and wildlife corridors.		X						
POLICY 6.1.13.	Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and the Freshwater Fish Commission or Florida Department of Environmental Protection, the United States Fish and Wildlife Service, and the City. Proper protection and habitat management, to the satisfaction of all agencies, shall be provided by the developer.							X	Add the word "the".
POLICY 6.1.14.	To minimize dependency on groundwater for irrigation and to prompt retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable.		X						
POLICY 6.1.15.	The City shall ensure that protected and designated environmental system corridors remain intact even after annexation.		X						

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POLICY 6.1.16.	If a habitat mitigation plan is required by an agency, the City shall ensure that the applicant provides for on-site direct supervision during the construction process and any post-construction modifications. Permit conditions of other agencies shall be submitted to the City and enforced.		X						

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~~POLICY 6.1.17~~.	~~The City shall encourage the Volusia Council of Governments to maintain a clearinghouse for environmental and natural resource studies and recommendations by both public and private organizations.~~			X					Policy proposed to be deleted as Volusia Council of Government was dismembered in 2012. Discussion item comment: The League of Cities has been actively involved in promoting the New Green Deal, *a comprehensive plan aimed at addressing climate change and economic inequality*. I find it disturbing that the city would work with any organization that has its own agenda.
POLICY 6.1.1~~7~~8.	Marinas shall not be permitted in areas which are determined to be critical to the survival of the manatee. This includes the Tomoka River, Thompson Creek, Strickland Creek, and Dodson Creek. In addition, construction of new or the expansion of existing boat facilities in these areas shall be consistent with the Manatee Protection Plan for Volusia County ~~dated August 23, 2005 (adopted by Volusia County on September 8, 2005)~~ and the requirements of the City of Ormond Beach Land Development Code, whichever is more restrictive.							X	Proposed to remove date references. Renumber
POLICY 6.1.1~~8~~9.	Where a site is found to be inhabited by a gopher tortoise population that meets or exceeds the Florida Game and Freshwater Fish Commission's threshold of "significant" gopher tortoise habitat or which comprises part of a gopher tortoise population that may, in the aggregate, meet or exceed this threshold, the property owner shall protect		X						Renumber

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	such habitat areas through the use of conservation easements, deed restrictions, or common open space areas. As an alternative, gopher tortoises may be relocated only in conformance with an approved gopher tortoise relocation plan.								
POLICY 6.1.19~~20~~.	Any bridge or road crossings over water bodies and/or wetlands shall be designed and constructed to minimize the right-of-way width, minimize overstory removal~~,~~ and provide adequate space under the span of the road to accommodate large wildlife movement and shall not impede anticipated water flows.		X						Renumber
POLICY 6.1.20.~~21.~~	Land development proposals shall be reviewed to protect the natural functions of ecologically viable wildlife, fisheries and marine habitats. Applicants for development shall prepare a suitable alternative management plan, as per Policy 6.1.2., when local, State~~,~~ or Federally listed vegetative, wildlife and marine species occur within project boundaries.							X	No change to text. Corrected punctuation; added "period" after "Policy 6.1.2" for consistency Renumber
POLICY 6.1.21.~~22.~~	The City shall maintain development review standards for projects which impact habitats of endangered and threatened species or species of special concern. The type and occurrence of such habitats shall be as determined by the City, the County or the appropriate Federal ~~(USFWS)~~ and State ~~(FGWFC, FDEP,~~							X	Remove acronyms and simply keep Federal and State. Corrected punctuation; removed comma after "endangered" in paragraph "d" Renumber

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	~~ECFRPC)~~ agencies. These review standards shall address at minimum: a. Proper siting of development structures and infrastructure, including clustering of dwelling units or buildings away from such habitats; b. Management plans which protect fish and wildlife designated as endangered, threatened or species of special concern; c. Mitigation plans for such habitat which is unavoidably altered; d. Restrictions on the use of such habitats to those which are found to be compatible with the requirements of wildlife species which are threatened, endangered, or of special concern.								
~~POLICY 6.1.23.~~	~~The City shall establish management plans for specific endangered and otherwise designated species. At minimum, these plans shall:~~ ~~a. Provide for the coordination of Federal, State, local, and private activities involving protection of the particular species;~~ ~~b. Establish public education programs;~~ ~~c. Provide for the minimization of activities which directly or indirectly adversely impact the particular species listed above; and~~			X					Recommended to delete as these are a function of State and Federal agencies that City defers to.

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	~~d. Establish standards for habitat protection, and/or relocation of species, where appropriate.~~								
POLICY 6.1.2~~4~~.	The City shall establish and maintain programs to reduce~~,~~ and eliminate, where possible, pollution activities which adversely impact endangered species, including illegal dumping of solid and hazardous waste, littering near open water bodies, and the outdoor release of balloons.							X	No change in text. Corrected punctuation; removed comma after "reduce" Re-number policy.
POLICY 6.1.2~~3~~5.	Marine, brackish, and freshwater habitats necessary for the continued ecological stability of fisheries and water-depending wildlife shall be identified and protected through, at minimum, coordination with the Florida Game and Freshwater Fish Commission, the Florida Department of Environmental Protection, and other governmental agencies as appropriate.							X	Add the word "the". Re-number policy.
POLICY 6.1.2~~4~~6.	The City shall continue to ensure the protection of manatees by, at minimum: supporting the Tomoka River Manatee Sanctuary; supporting the regulation and enforcement of boat speeds; regulating safety and water sport activities; utilizing the boat facility siting plan in Phase II of the Manatee Protection Plan for Volusia County~~ dated August 23, 2005~~; monitoring and ensuring the proper maintenance of extensive signage denoting manatee habitat and associated boat							X	Proposed to remove date references. Re-number policy.

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	speed zone; requiring mitigation through contributions to the Manatee Conservation Fund; and ensuring the distribution of educational materials about manatees and their protection at boat launch and marina facilities. All manatee protection measures shall be consistent with the Manatee Protection Plan for Volusia County. ~~dated August 23, 2005 (adopted by Volusia County on September 8, 2005).~~								
POLICY 6.1.2~~5~~7.	Land use activities adjacent to the following areas: • Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements; • Tomoka Marsh Aquatic Preserve; • Tomoka River Manatee Sanctuary; • Tomoka River ~~OFW~~ Outstanding Florida Water; • Tomoka State Park; and • Wetlands, shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and residential, office, retail or neighborhood commercial. All proposed land use activities must ensure that such activities will not							X	Delete acronym and replace with Outstanding Florida Water. Re-number policy. Community Engagement Meeting comment: delete Open Space and add Park; Add Ormond Scenic Loop and Trail to bulleted list.

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	degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 6.1.2~~6~~8.	Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State agency ~~(FGFWFC or FDEP)~~ and the U.S. Fish & Wildlife Service prior to their approval by the City.		X						Delete acronyms. Re-number policy.
POLICY 6.1.2~~7~~9.	The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. "Critical habitat" shall include those habitat types, or specific geographical locations, which are designated as such by the appropriate State and Federal agencies. ~~USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.~~							X	Recommended to remove acronyms and replace with appropriate State and Federal agencies. Re-number policy.
GOAL 7. USES OF NATURAL RESOURCES	**THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATONS AND PUBLIC PROGRAMS.**	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 7.1. LAND ACQUISITION	**The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.**		X						
POLICY 7.1.1.	Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.		X						
POLICY 7.1.2.	On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek, and the Halifax River.							X	Community Engagement Meeting comment: add residential in front of vacant lands.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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									Corrected punctuation; added comma after "Dodson Creek"
POLICY 7.1.3.	The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.		X						
OBJECTIVE 7.2. IMPACT ASSESSMENT	**All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.**							X	No change to text: added period after 7.2 for consistency.
POLICY 7.2.1.	The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special requirements of the ~~residential s~~ Suburban Residential zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.							X	Corrected to Suburban Residential
OBJECTIVE 7.3. SUSTAINABILITY	**Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.**		X						Community Engagement Meeting comment: Delete Sustainability and add Wise Use of Land in objective title
POLICY 7.3.1.	Encourage the production and use of energy generated from renewable resources.							X	No change to text: added period after 7.3.1 for consistency.
POLICY 7.3.~~3~~2.	The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.							X	Renumber Community Engagement Meeting comment: after incorporate – add native plants 75%, FF 20%, natural 5%,

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			Keep	Delete	New	Replace	Move	Modify	
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POLICY 7.3.4~~3~~.	Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).							X	Renumber Community Engagement Meeting comment: Delete Create, protect and manage green infrastructure and replace with Plan, plant, park program – See Attachment.
POLICY 7.3.5~~4~~.	Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.							X	Renumber Community Engagement Meeting comment: re-write policy – See Attachment.
POLICY 7.3.6~~5~~.	Encourage site design techniques that restore natural "green infrastructure" (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.							X	Renumber Community Engagement Meeting comment: re-write policy – See Attachment.
GOAL 8. AIR QUALITY	**MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, ~~AND~~ WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.**	F.S. 163.3177						X	Removed the word "AND" after "SAFETY"
OBJECTIVE 8.1. STANDARDS	**Prevent the degradation of the City's air quality below baseline standards.**		X						
POLICY 8.1.1.	No industrial or commercial business which emits air pollutants which would degrade the City's ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 8.1.2.	The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, ~~and~~ bike racks, and requiring more improved pedestrian sidewalks.							X	Removed the word "and"
~~POLICY 8.1.3.~~	~~The City shall support, by Resolution, an inspection program by the Police Department to identify vehicles which fail to meet pollution control standards as mandated by Florida Statutes.~~			X					Proposed for deletion as the City does not do this.
POLICY 8.1.~~4~~3.	New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.							X	No change in text. Re-number policy.
POLICY 8.1.~~5~~4.	Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.							X	No change in text Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 8.1.~~6~~5.	In the interest of safety and air quality control, residential development shall construct a system of bikeways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between: a. Homes and schools b. Homes and employment centers c. Homes and neighborhood commercial centers.							X	No change in text. Re-number policy.
POLICY 8.1.~~7~~6.	External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.							X	No change in text. Re-number policy.
POLICY 8.1.~~8~~7.	Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.							X	No change in text. Re-number policy.
POLICY 8.1.~~9~~8.	The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and							X	No change in text. Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.								
POLICY 8.1.~~10~~9.	The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.							X	No change in text. Re-number policy. Community Engagement Meeting comment: Add new policy 8.1.10. – Tree help reduce CO2 and increase O2 and clean air.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 8.2. SITE PLAN REVIEW	~~**The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes.**~~ **Should the City determine the need for the review of the impacts to the air quality, the developer shall pay for the services of a 3rd party consultant to review the project for change in levels of air pollutants, considered hazardous to health or damaging to property. The City shall coordinate with the Florida Department of Environmental Protection as the regulatory body for - air permits.**							X	Proposed modifications to involve a 3rd party consultant for site plan review as necessary.
POLICY 8.2.1.	The City shall require all industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.		X						Community Engagement Meeting comment: add public after all.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 8.2.2.	The shade and opacity of smoke emitted from developments can be quickly determined by a trained inspector making comparisons with a Ringelmann Chart, which is simply a set of illustrations of different densities.		X						
POLICY 8.2.3	Development activity which creates an odor on the scale of 2, 3, or 4 shall be located at sufficient distances from residential neighborhoods to reduce the odor to, at minimum, a level of 1. The intensity of odors can most simply be determined by using a zero-to-four scale, as follows: 0 No sensation of odor. 1 Just detectable odor (the threshold dilution). 2 Distinct and definite odor whose unpleasant characteristics are revealed or foreshadowed (the recognition threshold). 3 Odor strong enough to cause a person to attempt to avoid it completely. 4 Odor so strong as to be overpowering and intolerable for any length of time.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 8.2.4.	~~Air modeling shall be accomplished using guidelines adopted by the FDEP or, if none are adopted, using a methodology agreed upon by the City, Volusia County, and FDEP. If the air modeling specified above results in any predictions of one hour or eight hour CO concentrations at or above the Federal and State standards, then ambient air monitoring for CO will be conducted at an appropriate locations(s) determined by the City of Ormond Beach, Volusia County, FDEP and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.~~ Should the City determine the need for the applicant to provide the air modeling using the guidelines adopted by the Florida Department of Environmental Protection, the applicant shall pay for the services of a 3rd party consultant to review and provide comments in accordance with State and Federal standards.							X	Proposed modifications to involve a 3rd party consultant for site plan review as necessary.
POLICY 8.2.5.	Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten (10%)		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	percent or more of the CO is attributable to project traffic, then the applicant shall pursue one or any combination of the following until modeling indicates that the FAAQ's will be achieved: a. Not commence the next development or monitoring phase; b. Participate in cost-sharing of roadway improvements; c. Implement an active Transportation System Management program.								
GOAL 9. MINING AND MINERALS	**MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.**	F.S. 163.3177	X						
OBJECTIVE 9.1. SAFETY STANDARDS	**Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.**		X						
POLICY 9.1.1.	The City shall maintain the provisions of the Land Development Code concerning effective mineral extraction to achieve an aesthetically pleasing landscape compatible with adjacent land uses. Native vegetative buffers shall be used to minimize soil erosion. Buffers shall also be established between the mining							X	Added the word "to" after "buffers shall be used" for clarity

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			Keep	Delete	New	Replace	Move	Modify	
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	activity and adjacent existing and planned future land uses.								

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			Keep	Delete	New	Replace	Move	Modify	
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POLICY 9.1.2.	On a continuous basis, the City shall coordinate with local governments, the ~~FDEP~~ Florida Department of Environmental Protection and ~~SJRWMD~~ the St. Johns River Water Management District to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.							X	Spell out acronyms.
POLICY 9.1.3.	If a mine requires "dewatering", the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.		X						
OBJECTIVE 9.2. HISTORICAL SITES	**Mineral extraction activities shall "respect" paleontological, archaeological, and historical sites.**							X	Updated the word to Historical for consistency
POLICY 9.2.1.	The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.		X						
POLICY 9.2.2.	Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary assessment can determine the probability of significant archaeological or paleontological assets.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 9.2.3.	The City shall maintain the regulations in the Land Development Code that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the ~~Volusia~~ Central Florida Anthropological Society, and the ~~State Bureau~~ Florida Division of Historical Resources.							X	Central Florida Anthropological Society is the correct name. The state has 13 chapters, Ormond Beach's is Central Florida, not Volusia County. Amend state division name
OBJECTIVE 9.3. COMMUNITY BENEFIT	**Mineral extraction activities will generate a net benefit to the community.**		X						
POLICY 9.3.1.	The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.		X						
POLICY 9.3.2.	The City ~~shall~~ may require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.							X	Recommended language change to be consistent with the Land Development Code.
POLICY 9.3.3.	Mining operators shall ~~demonstrate financial responsibility~~ be responsible to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.							X	Recommended to modify language for responsible party.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 9.4. RESOURCE PROTECTION	**Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.**		X						
POLICY 9.4.1.	Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.		X						
POLICY 9.4.2.	The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.		X						
POLICY 9.4.3.	Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.		X						
POLICY 9.4.4.	Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 9.4.5.	Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.		X						
GOAL 10. HAZARDOUS WASTES	**THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.**	F.S. 163.3177	X						
OBJECTIVE 10.1. ~~SARA TITLE III COMPLIANCE~~ HAZARDOUS WASTE COORDINATION	**~~The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources.~~** **The City shall coordinate with Volusia County's hazardous waste management program in accordance with Volusia County's Comprehensive Plan.**							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 10.1.1.	~~The City shall continue to identify all industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes.~~ The City shall cooperate with the implementation of the Volusia County hazardous waste management program.							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.1.2.	~~The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database.~~ The City shall publicize through various communication platforms to advertise the locations where Volusia County will accept household and small business hazardous waste as part of their collection program.							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.1.3.~~	~~The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.1.4.~~	~~The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~**OBJECTIVE 10.2. EMERGENCY PREPARDENESS**~~	~~**The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.**~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.2.1.~~	~~On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.2.2.~~	~~On a continuous basis, up to date monitoring and accident/incident response equipment shall be maintained in quantities specified by Federal or State guidelines.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.2.3.~~	~~The City shall update its Hazardous Materials Response Plan on a continuous basis.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
~~POLICY 10.2.4.~~	~~The City shall attempt to recover from any potentially liable third party any cost that it incurs from any hazardous or toxic accident/incident.~~			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
GOAL 11. SOIL AND EROSION	**THE CITY SHALL ENSURE THE APPROPRIATE CONSERVATION AND USE OF SOIL RESOURCES.**	F.S. 163.3177	X						

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			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 11.1. DEVELOPMENT	**Incorporate the inherent limitation of existing soils in land planning and development~~,~~ and minimize impacts, which result in soil erosion.**							X	No change in text. Corrected punctuation; removed comma after "development"
POLICY 11.1.1.	Prior to any land disturbance associated with land development activities, except in previously approved subdivisions, the applicant shall indicate on a site plan those areas of highly erodible soils, as defined by the U.S. Department of Agriculture Soil Conservation Service, and avoid and minimize disturbance to those areas to the maximum extent feasible.		X						
POLICY 11.1.2.	Building and other construction in soils which are determined to be hydric in character, as defined by the U.S. Department of Agriculture Soil Conservation Service ~~USDASCS~~ and the Florida Department of Agriculture, shall be prohibited except to accommodate an overriding public interest and except as allowed within the wetland regulations.							X	Remove acronym
POLICY 11.1.3.	The City shall require excavation sites to be designed and executed to resemble and function as natural systems.		X						
POLICY 11.1.4.	Residential site design shall be based on data contained in the U.S. Soil Conservation Service's soils report, unless a detailed soils analysis is undertaken and accepted by the City and the U.S. Department of Agriculture							X	Remove acronym

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			Keep	Delete	New	Replace	Move	Modify	
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	Soil Conservation Service ~~USDASCS~~ regional field or State soil scientist.								
POLICY 11.1.5.	The applicant of proposed development activities shall be responsible for implementing measures prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other waterbodies.		X						
POLICY 11.1.6.	Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.		X						
POLICY 11.1.7.	In connection with development, all swales, slopes of retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.							X	Recommended modifications to make consistent with City standard details. Community Engagement Meeting comment: add Policy 11.1.8. – Trees help reduce soil erosion.
GOAL 12. LOW IMPACT DEVELOPMENT	**FOR NEW DEVELOPMENT AND REDEVELOPMENT, APPLY BETTER SITE DESIGN AND LOW IMPACT DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.**		X						

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			Keep	Delete	New	Replace	Move	Modify	
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OBJECTIVE 12.1. LAND DEVELOPMENT CODE ~~AMENDMENTS~~ REGULATIONS	**~~By 2010t~~ The City shall maintain ~~amend~~ the Land Development Code regulations for ~~to implement~~ Low Impact Development techniques.**							X	Low Impact Development standards have been incorporated into the Land Development Code and the change in text is to maintain these regulations.
POLICY 12.1.1.	Integrate into the Land Development Code (LDC) the source control concept which places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.								
POLICY 12.1.2.	Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing impervious surfaces, functional grading, open channel sections, and the increased use of bioretention/filtration landscaped areas.							X	Change pervious to impervious. Changed "increase" to "the increased use" for clarity.
POLICY 12.1.3.	Integrate alternative stormwater management practices such as on-lot micro-storage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.							X	Hyphenated "micro-storage"
POLICY 12.1.4.	Reduce the use of centralized ~~b~~Best ~~m~~Management ~~p~~Practices (BMPs) such as storm water ponds through the use of Integrated Management Practices (IMPs)							X	Capitalized "Best Management Practices" for reference with acronym

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	which are distributed in a small portion of a lot or parcel and near the source of impacts.								
POLICY 12.1.5.	~~Amend~~ Maintain the Low Impact Development Design Manual, Land Development Code, ~~LDC~~ and Construction Details to permit Low Impact Development ~~LID~~ designs that can significantly reduce development costs through smart site design by: • Reducing impervious surfaces (roadways), curb, and gutters; • Decreasing the use of storm drain piping, inlet structures, and • Eliminating or decreasing the size of large stormwater ponds.							X	Amendments have occurred Low Impact Development Design Manual. Remove acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
~~**DEFINITIONS**~~	~~COASTAL HIGH HAZARD AREA (CHHA): THAT PORTION OF THE CITY WITHIN THE "THREAT 'A' EVACUATION ZONE" (CATEGORY 1 AND 2 STORMS), AS IDENTIFIED IN FIGURE 1.~~ ~~COASTAL PLANNING AREA: CRITERIA FOR DETERMINING THE BOUNDARIES OF THE COASTAL WITHIN THE JURISDICTION OF THE CITY OF ORMOND BEACH ARE LISTED IN CHAPTER 9J-5, FLORIDA ADMINISTRATIVE CODE (F.A.C.) RULE 9J-5 STATES THAT THE COASTAL AREA MAY BE AN AREA OF THE LOCAL GOVERNMENT'S CHOOSING; HOWEVER, THIS AREA MUST ENCOMPASS WATER AND SUBMERGED LANDS OF OCEANIC WATER BODIES OR ESTUARINE WATER BODIES; SHORELINES ADJACENT TO OCEANIC WATERS OR ESTUARIES; COASTAL BARRIERS; LIVING MARINE RESOURCES;~~	Section 163.3164 (1) Section 163.3177(6)(g)(10) Section 163.3178					X		Definitions to be moved to Plan Administration which will include a definition section. Definitions to be updated based on the Vulnerability Assessment study, boundary maps, and Florida Statutes.

Goals, Objectives, Policies		Recommended Action						
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025								
	~~MARINE WETLANDS; WATER-DEPENDENT FACILITIES OR WATER-RELATED FACILITIES ON OCEANIC OR ESTUARINE WATERS; OR PUBLIC ACCESS FACILITIES TO OCEANIC BEACHES OR ESTUARINE SHORELINES; AND ALL LANDS ADJACENT TO SUCH OCCURRENCES WHERE DEVELOPMENT ACTIVITIES WOULD IMPACT THE INTEGRITY OR QUALITY OF THE ABOVE. FIGURE 2 DISPLAYS THE COASTAL AREA OF THE CITY.~~ ~~HURRICANE VULNERABILITY ZONE: THAT PORTION OF THE CITY WITHIN THE "THREAT 'B' EVACUATION ZONE" (CATEGORY 3 TO 5 STORMS) SURGE, AS IDENTIFIED IN FIGURE 1.~~								
GOAL 1 LAND USE	**GROWTH AND LAND USE SHALL BE MANAGED AND <u>BE CONSISTENT WITH, OR MORE STRINGENT THAN FLOOD-RESISTANT</u>**							X	Updated consistent with FEMA Criteria for Land Management and Use

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	CONSTRICTION SET FORTH IN 44 CODE OF FEDERAL REGULATIONS PART 59 AND 60; AND DEVELOPMENT ACTIVITIES SHALL BE RESTRICTED TO CONSERVE, PROTECT, AND RESTORE COASTAL RESOURCES.								
OBJECTIVE 1.1. COMPATIBLE LAND USE	**The City shall ensure that adjacent land uses are developed in a manner that minimizes flood damage and environmental conflict and maximizes compatibility, as implemented by Chapters 2 and 3 of the Land Development Code.**							X	Updated text.
POLICY 1.1.1.	The City shall continue to utilize the citywide architectural standards for the A1A corridor south of Granada Boulevard to ensure compatibility ~~to~~ with architectural design.							X	Delete “to” and add “with”.
POLICY 1.1.2.	The intrusion or impact of commercial or industrial uses on residential areas shall be avoided and in cases where they are adjoining land uses, then sufficient and aesthetically pleasing screening or buffering and other							X	Added the word “flooding”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	measures shall be provided to mitigate against such impacts, including <u>flooding,</u> noise, glare, and traffic congestion, as implemented by Chapter 3, Article V of the Land Development Code.								
POLICY 1.1.3.	The City shall closely monitor development on the barrier island<u>, in the Coastal Planning Areas,</u> and in the unincorporated area north of the City Limits to ensure that development does not lower level-of-service standards for traffic, potable water and sanitary sewer, public access, and hurricane evacuation below acceptable levels.							X	Added "Coastal Planning Area" which will also serve as the Adaptation Action Area.
POLICY 1.1.4.	Historical, civic, cultural, recreational, economic, and residential land uses in the Central Business District area shall be developed in compatibility with <u>the Coastal Planning Areas</u> and each other so that visual and functional continuity is achieved.							X	Added "the Coastal Planning Areas" which will also serve as the Adaptation Action Area.
OBJECTIVE 1.2. SHORELINE LAND USE	**Proposed shoreline land development shall be evaluated ~~on the basis of~~ <u>based on</u> the type of land use proposed, compatibility to adjacent land uses, ~~and~~ —impact on water quality, coastal resources, public**							X	Updated text to include sea-level-rise which could impact erosion and impact shoreline development. Modified grammar.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	access, public infrastructure, ~~and~~ hurricane evacuation times, and impacts from sea level rise as implemented by Chapters 2 and 3 of the Land Development Code.								
POLICY 1.2.1.	The following general shoreline land use priorities are established as guidelines for the review of applications for zoning, plan amendments, or development orders: a. Water dependent environmentally sensitive uses such as the maintenance and protection of fish and wildlife production through the preservation of marine wetlands; b. Water dependent uses such as water dependent recreation and urban residential uses, with development set back a distance from the river, creek, or dune, to minimize flood hazards, clearance of vegetation and surface water degradation; consistent with other sections of this Element							X	Added additional language for consistency with the Floodplain Management and Protection Section of the Land Development Code.

	and of the Conservation Element; c. The floodplain manager/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction and substantial improvements shall be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the city Floodplain Management and Protection Section of the code; and consistent with other Sections of the code. e.d. Of lowest priority are those uses which are non-water dependent, non-water enhanced, and which would result in an irretrievable commitment of coastal resources. Land uses which require channel modifications, dredging and filling, and point source pollution discharges, should be prohibited.								
POLICY 1.2.2.	**Atlantic Ocean Shoreline Land Use:** The shoreline along the Atlantic Ocean, south of Granada							X	Changed to reference the correct Future Land Use policy.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
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	Boulevard, shall be designated predominantly for water enhanced tourist/commercial land uses, except for those contiguous areas of existing, unique single-family development as defined by Policy ~~1~~2.2.~~5~~4, Future Land Use Element.								
POLICY 1.2.3.	The shoreline along the Atlantic Ocean, north of Granada Boulevard, shall remain single-family residential, except for the existing multi-family, hotel/motel, and timeshare resorts.		X						
POLICY 1.2.4.	The City will exercise the full extent of its jurisdictional authority to respect, protect and preserve the private property rights, inclusive of littoral rights, of the owners of those lands lying westerly of the mean high-water line, subject only to those public recreational uses of the sandy area seaward of and adjacent to the mean high tide as have been ancient, reasonable, without interruption, and free from dispute.		X						
POLICY 1.2.5.	**Halifax River Shoreline Land Use:** The shoreline land uses along the Halifax River shall remain single-family residential except for		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	passive parks that provide public access to the waterway.								
POLICY 1.2.6.	**Tomoka River and Tributaries Shoreline Land Use:** The shoreline land uses of the Tomoka River and its tributaries shall be single-family residential or multi-family residential when part of a ~~PRD~~ Planned Residential Development submittal that provides for maximum protection of tributaries.							X	Spell out acronym
POLICY 1.2.7.	The City shall continue to make efforts to acquire by fee-simple interest or less than fee-simple interest, wetlands associated with the Tomoka River and its tributaries.		X						
POLICY 1.2.8.	Land development on the Tomoka River shall protect the natural wetland vegetation and associated upland buffers consistent with the Conservation Element and Chapter 3, Article II of the Land Development Code.		X						
OBJECTIVE 1.3. REDEVELOPMENT	**The City shall encourage redevelopment that results in more resilient, compact, and efficient development patterns and shall discourage**							X	Added the word "resilient" for more flexibility in development/redevelopment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	redevelopment of stable neighborhoods.								
POLICY 1.3.1.	Redevelopment shall be compatible with adjacent historic and archaeological resources.		X						
POLICY 1.3.2.	When redevelopment is proposed, a number of concerns shall be addressed by the applicant regarding phasing, parking, ~~drainage~~ stormwater management, landscaping~~,~~ and landscape maintenance, improvement and maintenance of common recreational areas, and effects on the traffic circulation network, including hurricane evacuation times impacts on natural resources. Phased improvements including ~~drainage~~ stormwater maintenance, parking, landscaping, and Homeowners' Association facilities (if appropriate) shall be correlated with the issuance of building permits, lot sales, and Certificates of Occupancy.							X	Changed "drainage" to "stormwater maintenance". Modified grammar.
~~POLICY 1.3.3.~~	~~Consideration shall be given to public access to the beach or waterways so a redevelopment proposal to convert single-family to a high-density project will~~			X					Delete language since it is not the intent to increase density along beach/waterways which would exacerbate flooding and prolong evacuation times.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	~~require access easements to be granted.~~								
~~POLICY 1.3.4.~~ POLICY 1.3.3.	Redevelopment within the Downtown shall be consistent with and further the Downtown Community Redevelopment Agency Master Plan Update prepared by ~~Glatting Jackson~~ GAI Consultants, adopted ~~September 19, 2007.~~ October 1, 2019.							X	Text revised to updated Downtown Community Redevelopment Agency Master Plan. Renumber policy.
OBJECTIVE 1.4. ECONOMIC STABILITY	**The City shall structure an economic base capable of providing maximum employment opportunities and income to the City's residents.**		X						
POLICY 1.4.1.	A business climate shall be maintained, which provides opportunities for the growth and expansion of new and existing businesses to provide quality employment for the City's residents without degrading the environment, quality of life, or ability of the City to provide public services and facilities.		X						
POLICY 1.4.2.	The City shall continually recognize problems of the economic growth areas and act as a conduit between public and private resources to provide incentives and							X	Delete "s"

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	supports ~~that~~ generate new private investments.								
OBJECTIVE 1.5. LAND DEVELOPMENT REGULATIONS	**The City shall continue to administer and review land use regulations that provide for the location, extent and distribution of land uses consistent with the protection of coastal resources and the preservation of fiscal stability. The land development regulations shall ensure that the provision of roads, potable water, sanitary sewer, ~~drainage~~ stormwater management, parks and recreation, ~~and~~ solid waste facilities and services, or any other facilities required to maintain the adopted Level-of-Service standards, shall be consistent and planned with the level of development proposed in the Future Land Use Element.**							X	Changed the word "drainage" to "stormwater management" since stormwater management is considered in fiscal stability and public level-of-service standards required to support those land uses as a result of extreme weather and sea level rise. Modified grammar.
POLICY 1.5.1	The fiscal impact of new growth and development shall be minimized by the use of various fiscal management and assessment techniques, including level-of-service standards, special assessment districts, development exactions, ~~and~~ impact fees, cost-benefit analysis, feasibility,	163.3178						X	Revised text for consistency with Florida Statutes.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	determination of applicability to City policies, and short-term versus long-term benefits in order to ~~attempt to get new growth and development to pay for itself.~~ prioritize infrastructure project expenditures of public services.								
POLICY 1.5.2.	Land uses which have significant adverse impact on coastal resources to the point where they would cease to be viable as a result of the proposed land use shall be ~~appropriately~~ regulated through the appropriate local, state and federal agencies.							X	Modified for clarification.
POLICY 1.5.3.	A variety of tools and techniques will be maintained in the Land Development Code in order to effectively manage growth. The City shall maintain within the Land Development Code procedures and standards for public protection and acquisition of land, public improvements, environmental controls, floodplain management, zoning techniques, subdivision techniques, tax and fee systems, and controls on the land.							X	Added floodplain management as an additional tool to manage growth.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.5.4.	Designated natural resource areas, significant environmental or ecological features, critical wildlife habitat, environmental system corridors or conservation areas shall be protected through a variety of mechanisms including buffer zones, restoration, limiting density and intensity, conservation easements, acquisition, ~~density transfers, transfer of development rights (TDRs)~~, purchase of development rights, or land exchanges.							X	There are no density transfers or transfer of development rights.
POLICY 1.5.5.	The priority for new development shall be in areas of urban infill in order to contain sprawl, use existing developable lands, maximize the provision of urban services and facilities, and protect remaining coastal habitat and marine resources.		X						
POLICY 1.5.6.	The City shall continue to designate a proportion of its public water capacity to the unincorporated North Peninsula area consistent with the interlocal agreement with the County.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.5.7.	The specific and cumulative impacts of development or redevelopment upon flooding, water quantity, wildlife habitat, and living marine resources shall be limited in accordance with the policies set forth by the Future Land Use Element, Conservation Element, Utilities Element, and the Coastal Management Element.							X	Added the word "flooding"
POLICY 1.5.8.	The City shall continue to direct growth away from the ~~CHHA~~ Coastal High Hazard Area by utilizing land use controls, acquisition techniques, and other methods as deemed appropriate.							X	Spell out CHHA to Coastal High Hazard Area

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 1.6. PERFORMANCE STANDARDS FOR DEVELOPMENT	**New development activity shall abide by standards established for determining appropriate densities, intensities, buffer zones, resource protection and location for development proposed in and adjacent to aquatic and natural preserves, wildlife refuges, and environmental system corridors, natural wetland systems, floodplains, <u>shorelines,</u> and critical habitat areas, in order to protect the natural character, scenic values and public benefit of these areas.**							X	Added the word "shorelines,".
POLICY 1.6.1.	The City shall continue to evaluate zoning to identify, review, and prepare recommendations for, lands zoned for development which are inconsistent or incompatible with the protection or conservation of coastal resources, <u>or may exacerbate flooding</u>.							X	Added verbiage to include flooding.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.6.2.	The City shall continue to utilize innovative and alternative zoning districts or techniques to protect coastal resources. Such techniques could include overlay districts, floating zones, bonus ordinances, performance standards, quality development programs, ~~Transferable Development Rights~~, or other incentive-based methods.							X	Delete Transferable Development Rights.
POLICY 1.6.3.	The City's Stormwater Master Plan shall contain a database and information system on land use, other studies or evaluation tools, and acreage by watershed within the City limits. This should be coordinated with the County and other adjacent coastal municipalities to annually update this data.							X	Added text referencing other studies and evaluation tools.
POLICY 1.6.4.	The City shall ~~annually~~ prepare a monitoring and status report, by June 1, 2027, for distribution to the public and ~~elected officials~~ the City Commission. The Report shall contain the results of changes that have occurred in land use, other studies or evaluation tools, and development within each watershed.							X	Added text referencing other studies and evaluation tools. Added a date of June 1, 2027 to provide an evaluation of the stormwater master plan adopted in 2022.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.6.5.	The City shall cooperate and coordinate with adjacent local governments, State agencies, and special districts in developing consistent standards, criteria, and land development regulations for protection of coastal resources. <u>This may include the evaluation of data and findings regarding sea level rise, erosion, and updated planning guidelines or best management practices for flooding.</u>	163.3177						X	Added text consistent with Florida Statutes
POLICY 1.6.6.	The first priority for providing new slips is for the expansion of existing marinas, then to new areas for marinas meeting specific siting criteria.		X						
POLICY 1.6.7.	The City shall maintain as part of the Land Development Code and apply standards for marina siting or expansion ~~to include the following criteria~~ with priority given to expansion of existing marinas.							X	Delete criteria reference that does not exist.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.6.8.	Docking facilities shall only be approved which require a minimal or no dredging and/or filling to provide access by canal, channel, or road. This restriction shall also apply to widening and/or deepening any existing canal or channel, but not to regular maintenance dredging and filling to meet depth standards of existing canals or channels. Preference shall be given to marina sites with natural channels. In the event that dredging is required, the mooring areas and the navigation access channels shall not be dredged to depths greater than those necessary to prevent prop dredging. Any required dredging shall utilize appropriate construction techniques and materials to comply with State water quality standards (e.g., turbidity screens, hydraulic dredges, properly sized and isolated spoil deposition area to control spoil dewatering).		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 1.6.9.	In reviewing applications for new or expanded docking facilities, ways to improve, mitigate, or restore adverse environmental impacts caused by previous activities shall be explored. This may include <u>green stormwater infrastructure (GSI) or low impact development (LID),</u> shallowing dredged areas, restoring wetland or submerged vegetation, or marking navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed, or expanded facilities.	163.3177						X	Added text consistent with Florida Statutes
OBJECTIVE 1.7 FLOOD RISK	**The City shall eliminate inappropriate and unsafe development and mitigate the flood risk to existing and future development in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.7.1	The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise. The utilization of innovative analysis techniques such as vulnerability assessments, tidal flood and storm surge inundation information, and other related studies shall be used to help identify: Adaptation Action Areas; public facilities and infrastructure at risk from sea level rise and related impacts; and areas where increased building standards and setbacks should be implemented to protect structures for the duration of their expected life.	163.3178(2)(f)						X	Added language consistent with 163.3178(2)(f), F.S., Peril of Flood for compliance.
POLICY 1.7.2.	The City shall continue to evaluate data and utilize innovative best practices findings to reduce ~~the~~ flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise including but not limited to the use of best available data and analysis from historical floods, and studies or modeling to							X	Updated verbiage to reflect what the City does.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	update planning and evaluation tools. If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.								
POLICY 1.7.3.	The City shall continue to identify site development techniques and best management practices, including Green Stormwater Infrastructure (GSI) or Low Impact Development (LID) that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.							X	Updated to include other Best Practices options.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.7.4.	The City shall continue to require development and redevelopment to be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 ~~C.F.R.~~ Code of Federal Regulations, Part 60, as amended. The Land Development Code should: implement building standards that address future conditions; and limit (re)development to minor and non-habitable structures seaward of the state Coastal Construction Control Line as defined by and consistent with applicable state statutes.							X	Added verbiage consistent with FEMA regulations.
POLICY 1.7.5.	The City shall continue to require that any construction activities seaward of the ~~e~~Coastal ~~e~~Construction ~~e~~Control ~~l~~Lines established, pursuant to Section 161.053, be consistent with chapter 161, as amended.							X	Capital Coastal Construction Control Line
POLICY 1.7.6.	The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations; maintain an inventory of repetitive loss areas; and utilize the Land Development Code and Stormwater Master Plan to address mitigation strategies.							X	Modified in compliance with FEMA National Flood Insurance, Community Rating System program requirements.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 1.7.7.	The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents through education and increased awareness about all types of flood risks and mitigation strategies through the National Flood Insurance Program.							X	Modified in compliance with FEMA National Flood Insurance, Community Rating System program requirements.
POLICY 1.7.8.	To mitigate the impacts of flooding in development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, "repetitive loss properties" most vulnerable to storm surge and repetitive flooding.							X	Added text for clarification.
POLICY 1.7.9.	The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
GOAL 2. NATURAL RESOURCES AND LIVING MARINE RESOURCES	**THE CITY SHALL CONSERVE, PROTECT, AND RESTORE NATURAL SYSTEMS. DEVELOPMENT ACTIVITIES SHALL PROTECT AND PRESERVE, WHERE PRACTICAL AND DESIRABLE THE ECOLOGICAL, AESTHETIC, AND ECONOMIC VALUE OF NATURAL RESOURCES.**		X						
OBJECTIVE 2.1. TOMOKA RIVER AND ITS TRIBUTARIES	**The Tomoka River, its tributaries, and associated natural systems shall be protected to maintain and enhance the aesthetic, recreational, and natural values of the river corridor system.**		X						
POLICY 2.1.1.	The Tomoka River and its tributaries are designated to be a Manatee Sanctuary to ensure that the ~~endangered~~ threatened manatee is protected from any adverse impacts from recreation uses and adjacent land uses.							X	West Indian manatee was reclassified from endangered to threatened under the Endangered Species Act in 2017
POLICY 2.1.2.	The City shall continue to assist in the implementation of the Tomoka River Aquatic Preserve Management Plan.		X						

POLICY 2.1.3.	In the interest of protecting the manatees and the shoreline against erosion and protecting the public health, safety, and welfare, the City shall maintain the following restrictions on motor boats and personal watercraft for the Tomoka River and its tributaries: a. No motor speed zone year-round in Thompson's Creek, and the Little Tomoka River (west of Tymber Creek Road). b. Idle speed zone year-round in: 1. Strickland Creek; and 2. Dodson Creek; and all mosquito-control ditches intersecting the Tomoka River; 3. Tomoka River (a) from I-95 south; and (b) from US 1 to the north boundary of Tomoka Estates; c. Slow speed zone year-round in the Tomoka River from the north boundary of Tomoka Estates to the southern boundary of Tomoka State Park; d. Caution zone year-round in the Tomoka River from US 1 to I-95 provided that: 1. The maximum speed around the large island located approximately half-way between I-95		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	and US 1 is limited to 25 mph, with one-way boat traffic around the island; and 2. The maximum speed in the remainder of the aforedescribed caution speed zone is limited to 30 mph.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.1.4.	Mosquito control practices that require habitat modification or manipulation shall be avoided unless there is no reasonable alternative and failure to conduct such practices would result in a threat to public health. The following criteria shall apply in the implementation of this Policy: a. To the maximum extent possible, existing privately owned mosquito control impoundments shall be managed for both pest control and fisheries habitat. b. Impounding as a management practice should be a technique of last resort and only initiated after a thorough and exhaustive search has been made of alternative courses of action. c. This does not preclude habitat modification which may be necessary for the reintroduction of existing impoundments into the estuarine system.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 2.1.5.	The City shall not allow rotary ditching of spoil islands unless it is demonstrated to not adversely affect the water quality of the surrounding surface waters.		X						
~~POLICY 2.1.6.~~	~~The City shall continue to encourage the State to acquire the property known as the Rivers Site and incorporate it into the Tomoka State Park.~~			X					The property was purchased so the policy is being deleted.
~~POLICY 2.1.7.~~	~~The City shall continue to prohibit personal watercraft in the Tomoka River and its tributaries in coordination with Volusia County and the Department of Environmental Protection.~~			X					There was an Ordinance that removed the prohibition of personal watercraft consistent with state law and the policy needs to be deleted.
~~POLICY 2.1.8.~~ POLICY 2.1.6.	The City shall continue a program that establishes baseline water quality data and monitors water quality changes over time for the surface waters of the City as part of permit approvals.							X	Re-numbered
~~POLICY 2.1.9~~ POLICY 2.1.7.	The City shall promote and encourage low-impact recreational usage of the Tomoka River, such as canoeing, small outboard motor boats, fishing and nature observation that is compatible with the Manatee Sanctuary objectives.							X	Re-numbered

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
~~POLICY 2.1.10.~~ POLICY 2.1.8.	The City, in cooperation with the Florida Department of Environmental Protection, Volusia County and the Tomoka State Park, shall monitor boating and personal watercraft usage and ~~prepare a study regarding public usage and capacity for the waterways, effectiveness of existing boat and personal watercraft regulations. The study shall recommend options for controlling public use of the waterways including, in cooperation with Volusia County and the Sheriff's office, the feasibility of local regulation of boat traffic as provided for in Florida Statutes.~~ provide recommendations for safety improvements as needed.							X	The City partners with state agencies and Volusia County for boating and personal watercraft usage. The City can provide recommendations, but is not a primary regulator of boating operations. Re-numbered
OBJECTIVE 2.2. FISH AND WILDLIFE	**The City shall protect and preserve the City's fish and wildlife habitat areas from development practices which may jeopardize their ecological and economic value and shall maintain and restore habitat areas under public ownership.**		X						
POLICY 2.2.1.	The entire area within the City limits shall continue to be designated a bird sanctuary.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.2.2.	No dredging or filling shall be performed within designated estuarine waters, except for those occasions when there is an overriding public interest or for private access recreational facilities.		X						
POLICY 2.2.3.	Activities within the estuaries that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public interest can be shown and adequate mitigation and monitoring measures are included.		X						
POLICY 2.2.4.	The City shall continue to administer and effectively enforce Chapter ~~2~~3, Article II of the Land Development Code, to protect the threatened and endangered sea turtles from the emission of light from areas on or adjacent to the beach. Additionally, the City shall consider financially supporting volunteer organizations that help relocate sea turtles to safe nesting areas.							X	Corrected to Chapter 3 of the Land Development Code which is the correct code reference.
POLICY 2.2.5.	The disturbance of sea turtle nesting areas shall be prohibited.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.2.6.	The City shall continue to encourage the County to restrict mechanical beach cleaning activities during the nesting period for sea turtles.							X	Modified for clarification.
POLICY 2.2.7.	Manatees shall be protected through the regulation of boat speeds and the prohibition of marinas in the designated Tomoka River Manatee Sanctuary.		X						
POLICY 2.2.8.	The City shall, in cooperation with various governmental agencies, maintain the ~~adopt a Wildlife Corridor Management Plan along the Tomoka River, similar to but not less than the six hundred (600') foot St. John's River Water Management District (SJRWMD) the Tomoka River~~ Riparian Habitat Protection Zone, along the Tomoka River to ~~maintain and~~ enhance the riparian wildlife diversity. ~~In the interim, the City shall continue to preserve contiguous wetland systems and review development proposals with the intent of maintaining the diversity of riparian wildlife.~~							X	The Riparian Habitat Protection Zone is permitted through state agencies such as St. John's River Water Management District and needs to comply with those standards.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.2.9.	The City shall continue to support a manatee public awareness program (in consultation with the Florida Department of Environmental Protection ~~FDEP~~ and Volusia County) which will include the posting of signs to advise boat users that manatees are an endangered species which frequent the waters of the region's estuaries and lagoons and the provision of manatee literature at conspicuous locations.							X	Spelled out Florida Department of Environmental Protection

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 2.2.10.	In order to maintain good water quality in stormwater management detention ponds and maximize the provision of fish and wildlife habitat, stormwater management systems with permanent wet detention ponds shall be designed, operated and maintained so as to resemble a natural pond to the greatest extent practicable. A natural pond design should include: a littoral zone comprised of native emergent and submerged aquatic macrophytic vegetation; a deep, open-water limnetic zone, free of rooted emergent and submerged vegetation; and, where feasible, an upland buffer of native trees, shrubs and understory vegetation.		X						
GOAL 3. BEACH AND DUNES	**THE CITY SHALL PROTECT, ENHANCE, AND RESTORE THE FUNCTIONING OF THE BEACH AND DUNE SYSTEMS AND REGULATE DEVELOPMENT ACTIVITIES THAT WOULD DAMAGE OR DESTROY SUCH SYSTEMS.**		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
OBJECTIVE 3.1. BEACH AND DUNE ASSESSMENT REPORT	**The City shall require multi-family, tourist/commercial, and subdivision shoreline development and redevelopment proposals along the Atlantic Ocean to submit a Beach and Dune Assessment Report, which is to include a form with a checklist of items to be submitted. The following policies shall apply in implementation of the objective that a beach and dune assessment report be prepared.**		X						
POLICY 3.1.1.	The Land Development Code shall require that a Beach and Dune Assessment Report be prepared for multi-family, tourist/commercial, and shoreline development and redevelopment proposals along the Atlantic Ocean.		X						
OBJECTIVE 3.2. DUNE SYSTEM PRESERVATION AND PROTECTION STANDARDS	**The City will regulate new development and redevelopment and monitor existing development to preserve and protect the dune system, as implemented in the Land Development Code.**		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 3.2.1.	The City shall regulate new construction activities seaward of the Coastal Construction Control Line consistent with the policies of the Department of Environmental Protection and Chapter 161, Florida Statutes, as amended.							X	Added additional Florida Statute reference.
POLICY 3.2.2.	The City shall coordinate with the Florida Department of Environmental Protection to ensure the preservation and maintenance of beach/dune vegetation.		X						

POLICY 3.2.3.	Because beach/dune vegetation will provide for varying degrees of continued growth of the dunes which form a buffer area and give protection from storm damage to coastal structures and property, the following general standards for development shall be established in cooperation with ~~DEP~~ the Department of Environmental Protection: a. To protect the crest and face of the dune system, which is the area closest to the wind and wave action of the active beach where grasses such as sea oats, vines, and other low-lying plants are dominant, the area seaward of the bulkhead line will be preserved such that no development or construction activities shall be allowed except in the overriding public interest and then only when such alteration is mitigated by the ~~creation of dunes at a 4 to 1 compensatory dune mitigation ratio~~ state permit conditions. b. When vegetation seaward of the bulkhead line is sparse or has been damaged by pedestrian or other activities, revegetation shall be undertaken.							X	Spell out Department of Environmental Protection. Referenced state permit for mitigation ratios.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	c. 20% of the natural dune vegetation remaining on the site shall be preserved.								
POLICY 3.2.4.	The City shall require, to the maximum extent possible, the use and preservation of existing natural vegetation.		X						
POLICY 3.2.5.	Property owners shall be required to seek advice from the Department of Environmental Protection before the cutting, pruning, or removal of beach/dune vegetation.		X						
POLICY 3.2.6.	<u>The use of hard engineering structures shall be discouraged.</u> Alternatives to seawalls shall be encouraged with priority given to soft engineering techniques, such as <u>living shorelines,</u> sand nourishment, the development of new sand dunes, or the enhancement of existing or historical dunes. Any beach stabilization measures shall be required to provide for dune preservation enhancements, creation, or restoration.							X	Modified text since seawalls do not dissipate wave energy and can accelerate scouring and erosion on adjacent properties without seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.2.7.	Excavation and clearing of properties abutting the beach or containing significant dune systems shall provide for the sensitive reuse of the vegetation and sand by transplantation and relocation in order to reestablish the dunes. Significant dune systems located seaward of the Coastal Construction Control Line that are excavated or disturbed for development and construction shall be mitigated ~~by the creation of dunes at a dune compensatory mitigation ratio of 2 to 1~~ per the state agency permit conditions. Dune creation shall occur on-site or as close to the site as possible.							X	Dune permitting would require a state agency permit that would establish the mitigation ratio.
POLICY 3.2.8.	Exotic trees and plants not indigenous to the beach and dune environment shall be prohibited. Exotic plant species ~~removed~~ shall be removed per Chapter 3, Article II of the Land Development Code. ~~be in conjunction with Policy 2.3.4.~~ Removed plants shall be replanted with native species as deemed appropriate by the City's Landscape Architect.							X	Revised to reference Chapter 3, Article II of the Land Development Code.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.2.9.	Reconstruction or replacement of existing hard erosion control structures along the oceanfront which are more than seventy-five (75%) percent destroyed shall meet the criteria contained under Objective 3.4. of this element, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities. Any such reconstruction or replacement shall be done in conjunction with State Statutes.							X	Clarification of element.

POLICY 3.2.10.	Structural development along beaches fronting the Atlantic Ocean shall enhance and not further degrade the coastal beach and dune system. The following criteria shall apply in the implementation of this Policy: a. Shoreline buffer zones shall be established to protect and preserve the coastal beach and dune systems fronting the Atlantic Ocean. b. Structures shall be prohibited within the established buffer areas except where an overriding public interest is apparent for public park and recreation facilities, or for structures that are necessary for reasonable access and are elevated above the dune vegetation. c. Buffer areas shall be measured at least thirty (30') feet landward from the bulkhead line or measured in accordance with the criteria of the Land Development Code which states that no structures are allowed to extend beyond a line projected between the average of the existing buildings rear setback within 800' to the north and south of the site.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.2.11.	The City shall utilize outside technical assistance and expertise available in the coastal geology/engineering field within the Florida Department of Environmental Protection ~~FDEP~~, school system, or other local governments to aid in the review of development proposals along the Atlantic Coastline that may potentially harm the beach and dune system.							X	Spelled out acronym
POLICY 3.2.12.	Sand fences should be allowed, provided they are designed and constructed to maximize dune rebuilding and minimize disturbance to sea turtle nesting areas.		X						
OBJECTIVE 3.3. BEACH/DUNE WALKWAY STANDARDS	**Beach and dune walkways shall be designed to protect coastal vegetation and dune areas and constructed to maintain or enhance pedestrian access to the beach as implemented in the Land Development Code.**		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 3.3.1.	Walkways and walkovers are required at all public access points and adjacent to all new multi-family dwelling structures, timeshare resorts, hotel/motel complexes, and other commercial establishments.		X						
POLICY 3.3.2.	The City shall ~~ensure~~ encourage that all applicable permits from other regulatory agencies such as the Department of Environmental Protection have been received before issuance of a building permit for the walkway or walkover.							X	The City cannot withhold City permits based on outside agency permitting.
POLICY 3.3.3.	Walkways and walkovers shall be constructed in a manner that minimizes short-term disturbances to the dune system and existing vegetation.		X						
POLICY 3.3.4.	Replacement of any vegetation destroyed during construction of the walkway or walkover with similar plants suitable for beach/dune stabilization is required.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.3.5.	Walkways or walkovers constructed across vegetated dunes or across heavily vegetated beach berms shall be pile-supported and elevated above the vegetation and dune system.		X						
POLICY 3.3.6.	Stairs from existing seawalls except for single-family homes shall be amortized and replaced with a walkway or walkover by the year ~~2010~~ 2045, and it shall be built at least thirty (30") inches above the dunes in order to allow for the restoration of the associated dune system.							X	Updated to 2045.
OBJECTIVE 3.4. SEAWALLS, ~~AND~~ REVETMENTS, AND SHORELINE STABILIZATION FEATURES	**Permits for the construction of seawalls, ~~and~~ revetments, and shoreline stabilization features shall be reviewed and approved consistent with the following Policies in order to protect, to the maximum extent possible, the natural functioning values of the beach and dune system and to allow the beach and dunes system to erode and recover without the need for shoreline control structures.**							X	Added text since seawalls do not dissipate wave energy and can accelerate scouring and erosion on adjacent properties without seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.1.	Single-family lots with less than 200 linear feet of ocean frontage if abutted by existing seawalls on both sides, shall be allowed to continue the seawall or revetment to fill in the gap, as implemented by the Land Development Code. Green shoreline stabilization features that include nature-based solutions such as living shorelines, constructed oyster reefs (COR), or wave attenuation devices (WAD) shall be encouraged.							X	Other types of armoring were added.
POLICY 3.4.2.	Proposed armoring which does not abut existing armoring, or for multi-family or commercial projects, shall be ~~designed~~ discouraged so as to not significantly interfere with normal beach processes, or adversely impact critical wildlife habitat.							X	Changed language to "discouraged".

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.3.	All new or reconstructed armoring projects shall first consider nature-based solutions and green shoreline stabilization features such as living shorelines, constructed oyster reefs, or wave attenuation devices, and upon completion, be covered by an artificial dune with appropriate planting of dune vegetation. The property owners are responsible for proper long-term maintenance of these structures and dunes.							X	Added newer, innovative armoring instead of seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.4.	Seawalls and revetments shall be allowed only if conditioned upon dune creation and restoration and the preparation of long-term management plans. In addition to such armoring, added protection shall be provided in the form of a fore dune, at least one-half the height of the armoring, but not less than six (6') feet, and with a forward slope no greater than fifteen (15°) degrees. The top of this dune shall be vegetated with native dune vegetation. The forward edge would be more effective with a sand trap, for example, sand trapping lattice fence or newer innovative nature-based solutions. The line shall be marked at intervals of not less than fifty (50') feet with the notice, "DUNE RECOVERY AREA – NO TRESPASSING." If access across the recovery area is needed, an appropriate elevated walkover ought to be provided. The walkover shall be adequately maintained, or the access point closed.							X	Added text including newer, innovative armoring instead of seawalls.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 3.4.5.	Native dune vegetation atop the protected area shall extend not less than thirty (30') feet inland, unless otherwise provided by existing construction permits. New development shall direct surface and building runoff from rainwater to a vegetated swale area to the maximum extent practical.		X						
POLICY 3.4.6.	**Gaps Less than 200 Feet in Width** - Gaps in seawalls and revetments which are less than 200 feet in width may be filled by a seawall or revetment. The type chosen shall be generally of the style and type of the adjacent ones, and shall be of reinforced concrete of thickness to withstand 30-year direct wave impact, and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The back area of the structure shall be filled with sand.							X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.7.	**Gaps Over 200 Feet but Less Than 1,000 Feet** – On a showing of need for protection of life and property, gaps over 200 but less than 1,000 feet may be protected by armoring. The protection shall be designed to prevent high-velocity back-wash, to withstand 30-year direct wave impact and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. Ends should be generally of the style and type of the protection being joined. The back area of the armoring shall be sand filled. Armoring which has internal gaps, such as boulders, should have a long-life sand retainer. The armoring of such systems should be inspected at not less than five-year intervals. Deterioration of the sand retainer should be cause for rebuilding of the armoring system. Where gap-filling is not requested, or allowed, a fore-dune may be constructed.							X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.8.	**Gaps Greater than 1,000 Feet in Extent** – Except on a showing of extreme hazard to life and property, gaps greater than 1,000 feet between existing beach armoring should be protected solely by "soft protection." This may be the natural beach process, or it may be an enhancement of this process, for example, by the establishment of a fore-dune and vegetated recovery area as described above. Reduction of dune height and/or destruction of native dune vegetation in such gaps shall be forbidden, except that structures allowed by existing permits may be constructed. If gaps of this size are filled due to a determination of hazard, they should conform to the requirements for gaps of 200-1,000 feet.							X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline
GOAL 4. WATER QUALITY OF ESTUARIES AND OCEAN	**THE CITY SHALL PROTECT, ENHANCE, AND IMPROVE THE WATER QUALITY OF THE ESTUARIES AND OCEAN.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 4.1. OCEAN WATER QUALITY	**The City shall continuously review development and devise standards and programs to protect ocean water quality.**		X						
POLICY 4.1.1.	New development shall not directly discharge stormwater or effluent into the coastal beach area.		X						
POLICY 4.1.2.	Berms and swales shall be required for new development abutting the coastal beaches and dune systems.		X						
POLICY 4.1.3.	All new development on the barrier island shall be required to connect to central water and sewer.		X						
POLICY 4.1.4.	Backwashing of pools into the ocean/beach area shall be prohibited.		X						
POLICY 4.1.5.	The City shall encourage the State and Federal government to prohibit oil drilling offshore of City Limits.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 4.2. ESTUARINE WATER QUALITY	**The City shall continuously review development and devise standards and programs to protect, enhance, and improve estuarine water quality so that there is no further degradation of the water quality. <u>Estuarine land uses will be (re)developed to meet the standards and criteria for location, intensity, compatibility and adequate infrastructure established for all (re)development within the City except where the unique attributes and vulnerabilities of the estuarine location require additions or modifications.</u>**							X	Updated text since current and future projections show impacts to coast and estuaries.
POLICY 4.2.1.	Direct discharge of untreated stormwater from new development into surface waters shall be prohibited and no new point sources of pollution shall be permitted.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 4.2.2.	In coordination with other governmental entities, the City shall continue efforts to procure funding to develop a strategy to provide central sewer to the unincorporated area of the North Peninsula where there is a proliferation of package treatment plants and septic tanks. This strategy shall include the feasibility of the County establishing a tax assessment district for the installation of municipal sewer lines and extension of trunk lines to the wastewater treatment plant.		X						
POLICY 4.2.3.	The City shall protect and ensure <u>that</u> there is no further degradation of the water quality of the estuarine system.		X						Insert word “that”.
POLICY 4.2.4.	The City shall cooperate with other governmental entities to develop a strategy to provide central water and sewer services to the west portion of the City, including but not limited to: Tomoka Estates, Tomoka View, Tanglewood, Twin Rivers and Riverbend Estates.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.5.	Septic tanks shall not be permitted within 120 feet of the mean high-water mark or 75 feet of the upland/wetland interface, whichever is greater.		X						
POLICY 4.2.6.	The City shall utilize a monitoring program so that point and non-point pollution sources and facilities which are identified as potential water quality problems are regularly and periodically inspected.		X						
POLICY 4.2.7.	The City shall continue to upgrade its existing sewage treatment plant. As additional sewage treatment plants are constructed and/or the existing plant is expanded, a concerted effort and commitment shall be made to <u>restrict the placement of facilities within areas that present health, safety or environmental risks from natural hazards,</u> utilize the highest level of treatment possible, or alternative methods of effluent disposal such as re-use and land spreading/spray irrigation should be used to reduce nutrient loadings to the rivers and estuaries.							X	Added text for clarification.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.8.	Best management practices shall be maintained in the Land Development Code that limit the amount of sediment reaching all surface waters. These practices shall be used in agriculture, silviculture, construction, dredge and fill operations, and stormwater management systems. Erosion and sediment control provisions shall be incorporated as part of the development review process.		X						
POLICY 4.2.9.	The construction of future municipal stormwater management systems and the redesign of existing systems shall consider advanced data and analysis through studies and modeling to help evaluate and refine the timing of discharge of fresh water to the estuary, the hydroperiod of the wetlands as well as the potential loadings and shall maximize the use and preservation of existing wetlands, and impacts from flooding and storm surge. Stormwater systems should be designed to gradually release water via sheet flow through natural or constructed wetlands.							X	Updated text.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.10.	No development shall be permitted to degrade the Class III waters of the Tomoka River, a designated Outstanding Florida Waters waterbody.		X						

POLICY 4.2.11.	The City shall require all ~~PRD~~ Planned Residential Development's and multi-family projects greater than fifty (50) units, commercial and industrial development greater than ten (10) acres, adjacent to the Halifax River, the Tomoka River, and tributaries to properly assess the potential impacts of the project on the surface waters, due to flooding, by preparing an individual surface water monitoring program to assess the predevelopment condition. After the initial baseline data is completed, the monitoring shall continue through the requirements of the approved stormwater management plan. ~~the construction phase. The monitoring program shall be designed to detect any decline in water quality as defined by ambient standards as approved by the City Engineer. Should any decline in water quality be attributable to the development project, suitable actions shall be undertaken to test further the source and to make recommendations for immediate corrective actions. The monitoring program shall continue for the life of the project with reports submitted to the City yearly for the first 5 years after construction and then every 5 years thereafter.~~							**X**	Spelled out acronym. Modified to base monitoring of development on the approved stormwater permit.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.12.	All development shall review and report on their stormwater management system and provide an assessment of the impacts of the development with regards to the established ambient chemical and biological conditions of the wetlands and waters within and adjacent to the subject site.		X						
GOAL 5. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS	**THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.**		X						
OBJECTIVE 5.1. PUBLIC INFORMATION	**The City shall continue to implement an effective public information program to inform the public of ~~hurricane vulnerability zones~~ Hurricane Vulnerability Zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Peacetime Emergency Plan.**							X	Minor edit to capitalize Hurricane Vulnerability Zone.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.1.1.	Any public relations program ~~explaining to the coastal residents~~ that explains the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.							X	Minor edit for clarification.
POLICY 5.1.2.	The City shall continually ensure that collateral materials, such as brochures, posters, and hurricane tracking maps are available ~~for distribution~~ to the general public electronically. City departments shall ~~act as distribution sites~~ provide website information or provide a printout if internet is not accessible.							X	Updated text since most information is available on City website or other agency websites electronically.
POLICY 5.1.3.	All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects ~~shall~~ are encouraged to properly notify all residents of potential flood hazards and hurricane evacuation routes.							X	There is no mechanism for enforcement. The intent is worthwhile and should be promoted where possible.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Coastal Management Element, February 18, 2025									
POLICY 5.1.4.	Timeshare resorts, hotels/motels, and condominiums ~~shall~~ are encouraged to display hurricane warning and evacuation information material in a prominent place.							X	There is no mechanism for enforcement. The intent is worthwhile and should be promoted where possible.
POLICY 5.1.5.	The City shall continue to implement a City-prepared Local Peacetime Emergency Management Plan as approved by the City Commission.		X						
POLICY 5.1.6.	An annual update will be prepared by May 1st, by appropriate staff explaining the Local Peacetime Emergency Plan, analyzing any problems and making specific recommendations for change.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Coastal Management Element, February 18, 2025									
POLICY 5.1.7.	The City Fire Department shall maintain an inventory of all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.							X	Minor modification capitalizing the title.
POLICY 5.1.8.	The current Local Peacetime Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post-disaster recovery operations.		X						
OBJECTIVE 5.2. COASTAL EVACUATION TIMES	**The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of-service standard D during time of hurricane in any category storm.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.2.1.	A level-of-service standard shall be maintained, based upon the most up-to-date regional evacuate studies to evacuation populations most at risk in the Hurricane Vulnerability Zone. ~~defining 14 hours as the maximum time to evacuate the population at risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Code.~~							X	Text has been broadened.
POLICY 5.2.2.	The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued ~~at least 14 hours before projected hurricane landfall~~ in coordination with Volusia County or State Emergency Management.							X	Updated text to reflect how evacuation orders are actually handled.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Coastal Management Element, February 18, 2025									
POLICY 5.2.3.	Land development-decisions, as regulated by the Land Development Code, affecting the barrier island and ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.							X	Minor modification capitalizing the title.
POLICY 5.2.4.	All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.		X						
~~POLICY 5.2.5.~~	~~In order for an applicant to conduct a transportation analysis and determine the impacts of development on the hazard clearance time, the following needs to be submitted by the applicant for development (as implemented by the Land Development Code).~~			X					Policy lacks information to be submitted. Submittal information would be determined at site plan application.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
OBJECTIVE 5.3. PUBLIC FACILITIES AND INFRASTRUCTURE	**Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.**		X						
POLICY 5.3.1.	The City shall support, through ~~Metropolitan~~ Transportation Planning Organization efforts, improvements to existing bridges to facilitate evacuation and to improve public access to the beach.							X	Updated agency title.
POLICY 5.3.2.	Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.		X						
POLICY 5.3.3.	In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities. This will include the redistribution of a portion of the traffic from the Granada Bridge to the Seabreeze Bridge.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.3.4.	Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.		X						
POLICY 5.3.5.	If constructed, all public facilities in the Hurricane Vulnerability Zone shall be flood proofed to minimize damages from storms and hurricanes.		X						
POLICY 5.3.6.	The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant located on Wilmette Avenue.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.3.7.	The City shall continually participate in a "hazard identification and vulnerability assessment" study of public infrastructure in the Hurricane Vulnerability Zone and Coastal High Hazard Area (CHHA). Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.3.8.	If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area (CHHA) shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management Element. Facilities within the Coastal High Hazard Area that present health, safety or environmental risks from natural hazards shall be restricted.							X	Added text
OBJECTIVE 5.4. SHELTER FOR POPULATION	**In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.**		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 5.4.1.	In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.		X						
POLICY 5.4.2.	New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.		X						
OBJECTIVE 5.5. POST-DISASTER REDEVELOPMENT	**The City shall follow the provisions of the County Post-Disaster Relief Plan and the City's Peacetime Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.5.1.	The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.		X						
POLICY 5.5.2.	The Post-Disaster Relief Plan shall also identify structures in the Coastal High Hazard Area (CHHA) that might be of some utility for public access to coastal beaches and waterways, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Hurricane Vulnerability Zone.		X						
POLICY 5.5.3.	The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
~~POLICY 5.5.4.~~	~~The Planning Department shall review the feasibility of a build-back policy, to be applied after a disaster. The Planning Department will prepare recommendations for the City Commission by 2010.~~			X					There has been no policy of creating a build back policy and the Land Development Code regulations would control after a disaster.
~~POLICY 5.5.5.~~ POLICY 5.5.4.	The City's Peacetime Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.							X	Re-numbered.

~~POLICY 5.5.6.~~ POLICY 5.5.5.	Following a hurricane event, mitigative actions shall be undertaken to reduce or avoid future property damage through the implementation of programs based upon the following criteria: a. Post-hurricane mitigation should include mechanisms for the relocation of structures significantly damaged as the result of a major storm event. b. Land acquisition programs should include provisions for the timely redirection of funds directed toward the acquisition of beach and estuarine properties which should not be redeveloped. c. The redevelopment and rebuilding of facilities which serve to encourage growth in vulnerable areas should be limited to those instances where it is necessary in order that needed public services are provided to existing development. d. If rebuilt, structures which suffer damage in excess of fifty (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure. e. Structures which suffer repeated damage to pilings,							X	Minor edit. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	foundations, or load bearing walls shall be required to rebuild landward of their current location or to modify the structure to ~~delete~~ remove the areas most prone to damage.								
~~POLICY 5.5.7.~~	~~Within 24 hours after a hurricane, the City Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.~~			X					Delete. Emergency procedures would be determined by the appropriate city staff.
~~POLICY 5.5.8.~~	~~The Recovery Task Force shall include the City Manager, Planning Director, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, Public Utilities Manager, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibilities under Policies 5.5.9, 5.5.10 and 5.5.11.~~			X					Delete. Emergency procedures would be determined by the appropriate city staff.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
~~POLICY 5.5.9.~~	~~The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and recommend amendments to the Comprehensive Plan, Local Peacetime Emergency Plan, and other appropriate policies and procedures.~~			X					Delete. Emergency procedures would be determined by the appropriate city staff.
~~POLICY 5.5.10.~~	~~Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.~~			X					Delete. Emergency procedures would be determined by the appropriate city staff.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
~~POLICY 5.5.11.~~	~~The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.~~			X					Delete. Emergency procedures would be determined by the appropriate city staff.
GOAL 6. PUBLIC ACCESS TO THE BEACH AND WATERWAYS	**THE CITY SHALL MAINTAIN AND IMPROVE PUBLIC ACCESS TO THE SOVEREIGN LANDS OF THE COASTAL MANAGEMENT AREA THROUGH THE PROVISIONS OF COASTAL BEACH ACCESS FACILITIES, FISHING PIERS, BOAT RAMPS AND MARINAS.**		X						
OBJECTIVE 6.1. BEACH DRIVING	**Beach driving shall continue in a manner that maximizes public safety and minimizes destruction to the beach and dune system.**		X						
POLICY 6.1.1.	The City will encourage driving on the beach to be continued south of Granada, but limited to Standish Drive north of Granada, due to high tides and soft sand hazards. During exceptionally high tides, the beach should be closed to driving.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.1.2.	The area of the beach north of Standish Avenue should continue to be a "No Driving Zone" and a designated "Safe Play Zone" for children.		X						
POLICY 6.1.3.	The City will encourage the County to prohibit vehicles from driving or parking on the beach that leak oil, gas, and anti-freeze or any other hazardous materials with specific penalties established and with enforcement by appropriate personnel such as ~~the Beach Rangers~~ Volusia County Beach Safety.							X	Changes Beach Rangers to Volusia County Beach Safety.
POLICY 6.1.4.	The City shall encourage the County to regulate beach driving in such a manner that it minimizes the danger to the nesting areas of least terns, ~~and~~ sea turtles, and other State or Federally protected flora and fauna.							X	Updated to encompass any state or federally protected species.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 6.2. JURISDICTIONAL RESPONSIBILITY FOR THE BEACH	**The City shall ensure, to the <u>maximum</u> extent possible, that County management of the coastal beaches and approaches of the City, as well as County regulation of the beaches and public beach access and use, is consistent with the purpose and intent of the City to protect the public health, safety, and welfare and to protect the environment. The City shall further respect the private property rights of oceanfront property owners.**							X	Insert word “maximum”.

POLICY 6.2.1.	The City shall continue to participate in the activities of the County entity responsible for beach related policies. The City Commission, as a whole, shall entrust its representative(s) to make specific recommendations for amending The Unified Beach Code consistent with the interests of the City. The following criteria shall apply in implementation of this Policy: a. City staff shall annually review the Unified Beach Code with regard to the comprehensive regulation of public health, safety, and welfare on and pertaining to the beach, including, but not limited to, regulation of: individual conduct; pedestrian safety; vehicular access and fees; operation and parking of vehicles on beaches and approaches; and vendors, concessionaires, and special events. b. The City Commission shall annually appoint a representative(s) to the County entity responsible for beach related policies.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.2.2.	In coordination with the County, the City shall ensure that the County is expending funds to maintain a uniform level-of-service on the beach responsive to use and demand. If it is determined that level-of-services are diminishing below an acceptable level to the community, then the City shall notify the County.		X						
OBJECTIVE 6.3. BEACH TOLLS	**In cooperation with the County, the City shall minimize potential adverse impacts caused by the collection of beach tolls such as increased traffic congestion, reduction of vehicular access points to the beach, and reduction in tourist activity.**		X						
POLICY 6.3.1.	Since beach ramp closings during the toll season severely restrict public access to the beach, the City shall ensure that the minimum standards for beach access are maintained by either requesting the County to open more ramps or by encouraging the County to utilize the beach vehicular ramps as parking areas.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 6.3.2.	The City will continue to encourage the County to adopt a level-of-service standard for beach access of an average one-quarter mile intervals which should be maintained throughout the year.		X						
OBJECTIVE 6.4. OFF-BEACH PARKING	**The City shall encourage the County to provide off-beach parking facilities as appropriate to maintain or improve public access to the beach provided, however, that no sections of the beach that are presently available for parking are closed.**		X						
POLICY 6.4.1.	Since the County has exclusive authority to regulate public beach access, including parking of vehicles on beaches and approaches as per the County Charter, then the City shall encourage the County to provide for off-beach parking facilities to the maximum extent feasible and to the extent that the County incurs the cost of construction and maintenance of said facilities.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.4.2.	The City shall prohibit the vacation of public right-of-way that provides or could provide public access to the beach or off-beach parking without an equivalent type of access.		X						
OBJECTIVE 6.5. BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES	**In the interest of the public health, safety, and welfare, the City shall monitor the services of the County to ensure that beach access facilities are properly maintained.**		X						
POLICY 6.5.1.	The County shall be encouraged by the City to provide amenities such as showers and restrooms at the various beach access facilities.		X						
OBJECTIVE 6.6. DOCKS AND MARINAS	**Docks and marinas shall be constructed and expanded to protect the natural resources and public health, safety, and welfare as implemented by the Land Development Code.**		X						
POLICY 6.6.1.	Marinas shall not be located in the Tomoka River or its tributaries.		X						
POLICY 6.6.2	Marinas shall not be located adjacent to residential neighborhoods unless a 100-foot vegetated buffer is established to screen the business activity.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.6.3.	Dock facility standards and marina siting standards shall be maintained in the Land Development Code. Docks, boathouses, and other similar structures proposed for the Halifax River, Tomoka River and its canals and tributaries shall be constructed in accordance with the Land Development Code regulations.		X						
OBJECTIVE 6.7. SCENIC ROUTES AND OVERLOOKS	**The City shall establish scenic routes and overlooks to preserve the natural beauty and scenic vistas of the Community.**								
POLICY 6.7.1.	The City shall maintain the following scenic route designations: a. US 1 from Thompson's Creek to Nova Road; b. All of Beach Street; c. All of John Anderson Drive; d. All of Riverside Drive; e. Addison Drive; f. SR A1A (Ocean Shore <u>Blvd.</u> from SR 40) (Granada Blvd.) to the northern city limit; and g. SR 40 (Granada Blvd.) from SR A1A (Ocean Shore/South Atlantic Blvd.) to Beach Street.		X						Insert "Blvd."

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.7.2.	Scenic routes shall be protected by the following criteria: a. The City shall preserve and nurture the existing canopy of native vegetation over the scenic roadways by developing a program of replanting in areas where the cover is nominal or diminishing. b. Any widening of the roadways shall mitigate against the loss of canopy by planting mature trees at least three (3) to five (5) years in advance of the planned construction. c. Lots adjacent to scenic roadways shall be developed in such a manner that maximizes the scenic vistas from the roadway and minimizes flooding. d. Front yard setback requirements shall be established for lots fronting scenic roadways and routes in the Land Development Code.							X	Minor edits for clarification.
POLICY 6.7.3.	The City shall continue to provide scenic overlooks and parking areas along the scenic roadways.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 6.7.4.	If the City owns the land in the future, a scenic overlook shall be established on US 1 between Thompson's Creek and the Tomoka River.		X						
POLICY 6.7.5.	Priority for bike paths construction shall be for scenic highways and scenic routes excluding those bike paths necessary for public safety.		X						
POLICY 6.7.6.	The City shall continue to encourage the County to retain a maximum allowable speed limit of 35 miles per hour on the North Beach Street scenic corridor. The City shall continue to, in cooperation with the County, develop procedures for maintaining or reducing the number of vehicular trips including the provision of an alternative roadway to meet traffic circulation demands.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.7.7.	The City shall, through interlocal agreement with adjacent local governments, establish corridor management strategies and recommendations to protect the scenic quality of the identified scenic roadways by limiting or prohibiting commercial or industrial land uses, conducting an inventory of existing land uses and ownership patterns, establishing desired right-of-way widths, establishing standards for additional screening, buffering, and setbacks, controlling access, and including urban design criteria for structures and signage.		X						
POLICY 6.7.8.	Signage shall be maintained that designates Scenic Roadways.		X						
POLICY 6.7.9.	The Land Development Code provisions that implement this objective may include land use controls such as overlay districts or site plan review requirements to maintain the natural appearance and aesthetics of the Scenic Routes.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 6.7.10.	Encourage the use of adaptation strategies for planning and design of Scenic Roadways, parks and open spaces in areas vulnerable to sea level rise and high tides in a manner that can help serve multiple functions, such as: recreational; enhanced water quality; natural ecosystem restoration; and coastal flooding accommodation.				X				Added new policy referencing adaptation strategies for planning and design.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
~~**Headers**~~	**HOUSING ELEMENT** **~~GOALS, OBJECTIVES AND POLICES~~**			X					Proposed to delete headers element wide. Title pages have replaced headers.
GOAL 1. HOUSING SUPPLY	**ENSURE THE AVAILABLITY, THROUGH THE FUTURE LAND USE MAP AND ZONING REGULATIONS, OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.**	163.3177 (f)(1)(a)						X	Modification to add Future Land Use Map and zoning regulations.
OBJECTIVE 1.1. HOUSING SUPPLY	**The City shall continue to ~~facilitate~~ assist the private ~~production~~ sector, other public organizations, and housing non-profit agencies to provide a variety of housing types and price ranges for existing and future residents. ~~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.~~**	163.3177 (f)(1)(a)						X	Clarification that the City assists the private sector, other public organizations, and housing non-profit agencies.
POLICY 1.1.1.	A housing impact analysis shall be performed for all proposed City ordinances affecting development to ensure such provisions do not unnecessarily increase housing cost or inhibit innovative housing layout and design.	163.3177 (f)(3)	X						
POLICY 1.1.2.	Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.		X						
POLICY 1.1.3.	The City shall support Volusia County's housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.	163.3177 (f)(3)	X						
POLICY 1.1.4.	The City shall support the Ormond Beach Housing Authority's efforts to provide housing assistance to lower and very-low income residents of the City.	163.3177 (f)(3)	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
~~POLICY 1.1.5.~~	~~The City shall establish an Affordable Housing Task Force every five years from the date of the previous Housing Plan update to review progress on previous Plan implementation and make new affordable housing recommendations if needed.~~			X					Delete the requirement for an Affordable Housing Task Force.
~~POLICY 1.1.6.~~	~~By 2012, the City shall create a housing partnership involving the County, City, financial institutions, and community-based non-profits for the purpose of providing financial and technical resources to assist the production of affordable housing that is designed for universal accessibility.~~			X			X		Policy re-written Policy 1.3.8.
~~POLICY 1.1.7.~~	~~The City shall support public-private partnerships that provide for the housing needs of very-low, low- and moderate-income residents utilizing Federal, State and local housing programs.~~			X			X		Policy re-written Policy 1.3.8.
~~POLICY 1.1.8.~~	~~The City shall coordinate, with Volusia County, the efforts by Halifax Habitat for Humanity to purchase lots for the purpose of constructing homes for qualified low-to moderate-income families.~~			X					Policy re-written Policy 1.3.7. Policy broaden to include all organizations that seek to provide housing.
~~POLICY 1.1.9.~~	~~By 2010, the City shall have implemented the recommendations of the 2008 Housing Study Update Plan.~~			X					Recommendations have been completed.
~~POLICY 1.1.10.~~	~~By 2012, the City shall have developed an Excel-Based Housing Demand Forecast Model to ensure that the available residential land use acreage and its densities remain in balance with the expected to reside population.~~			X					City publishes vacant residential map.
~~POLICY 1.1.11.~~	~~The City shall support and promote the concept of universal accessibility for all new housing created in the City by the private housing market.~~			X					This Policy is proposed to be deleted. Building staff review submittals for accessibility for applicable building code requirements.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
~~POLICY 1.1.12.~~	~~By the year 2010, the City shall have implemented the Affordable Housing Task Force recommended changes to the City's permitting process related to enhance the efficiency of development services.~~			X					Recommendations have been completed.
POLICY 1.1.5.	The City shall continue to provide land use designations on the Future Land Use Map and zoning districts on the Official Zoning Map to ensure that adequate amounts of land are available to accommodate projected residential needs.				X				Ensure lands have residential land use and zoning designations.
POLICY 1.1.6.	Through the Land Development Code, the City shall 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.				X				Renumbered from existing Policy 4.1.3.
POLICY 1.1.7.	The Planned Residential Development zoning designation shall be maintained as a zoning tool to permit residential subdivisions that provide higher amenities, such as recreation, natural preservation, and open space. The Planned Residential Development is designed to review subdivision development in the "Suburban Low Density Residential" land use, smaller developments, and redevelopments. The City Commission may consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements through the Planned Residential Development process to foster varied housing opportunities by type and cost.				X				Planned Residential Developments are a key zoning tool for the development of residential and mixed-use projects.
POLICY 1.1.8.	The City shall promote mixed-use developments by allowing residential densities within commercial land uses. Mixed-use developments are encouraged in the Downtown Community Redevelopment Area and the multi-modal corridors.				X				Promotion of mixed-use and allowance of residential uses in commercial zoning districts. Renumbered to incorporate existing Policy 4.1.6.
POLICY 1.1.9.	The City shall maintain and consistently review the permitting process that facilitates the private sector housing production.	163.3177 (f)(3)			X				The permitting process needs to be continually reviewed and

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
									updated. State laws impact permitting requirements.
POLICY 1.1.10.	Mobile and manufactured housing shall be permitted within the Land Development Code through the zoning regulations.	163.3177 (f)(3)			X				Maintain Mobile and manufacturing housing as a housing supply option.
POLICY 1.1.11.	The Land Development Code shall continue to allow accessory dwelling units within single-family zoning classifications.	163.3177 (f)(1)			X				Continue accessory dwelling units as a housing supply option—a recommendation from 2008 housing study.
POLICY 1.1.12.	The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.	163.3177 (f)(3)			X				The city is open to partnerships for affordable housing.
POLICY 1.1.13.	Assisted living facilities shall be allowed in commercial and residential zoning districts within the Land Development Code.	163.3177 (f)(1)			X				Allowance of assisted living facilities.
~~**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.**~~			X					Other Comprehensive Plan Elements establish level of service standards and this Objective is repetitive and not needed.
~~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.~~			X					Already included in Future Land Use Element.
~~POLICY 1.2.2.~~	~~Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate or reduce direct or indirect cost in providing such facilities by the general public.~~			X					Implemented through Planned Developments. Incorporated into new Policy 1.1.7.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
~~POLICY 1.2.3.~~	~~The City shall continue to develop facilities and services master plans that guide residential development patterns in a manner that encourages compact development and discourages urban sprawl.~~			X					There are other Policies that discourage urban sprawl.
~~POLICY 1.2.4.~~	~~The City shall ensure the continued improvement of public services and facilities in areas which are experiencing deterioration in order to encourage reinvestment by the private sector and promote a residential environment that fosters community pride and provides safe and sanitary living conditions.~~			X					Already included in Capital Improvements Element.
~~POLICY 1.2.5.~~	~~The City's Land Development Code shall designate lands for residential development consistent with the availability of public facilities at the Level-of-Service as outlined in this Comprehensive Plan for all households, including low- and moderate-income families, mobile and manufactured homes, group homes and foster facilities and households with special needs.~~			X					See Objective 1.3 of the proposed amendments.
OBJECTIVE 1.2 SUBSTANDARD HOUSING	**The City will seek to identify and engage in activities to reduce the number of substandard housing units and prevent the need for City-initiated demolitions.**	163.3177 (f)(1)(b)			X				Required with Florida Statute.
POLICY 1.2.1.	The City shall continue to enforce the building, plumbing, electrical, mechanical, and all other associated construction codes to ensure compliance for safe housing and to achieve necessary corrective action where non-compliance exists.	163.3177 (f)(1)(b)			X				Required with Florida Statute.
POLICY 1.2.2.	The City shall continue implementing methods to maintain and improve the housing stock, including yard maintenance, solid waste management, vehicle parking, and other blighting conditions.	163.3177 (f)(1)(b)			X				Required with Florida Statute.
POLICY 1.2.3.	The City shall continue to identify and seek to gain compliance for dilapidated housing units through the code enforcement process. The property owner shall demolish housing units that cannot be rehabilitated. Where structures identified as unsafe are not demolished promptly, the	163.3177 (f)(1)(b)			X				Required with Florida Statute.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	City shall perform the demolition after due notice and place a lien on the property.								
~~**OBJECTIVE 1.3. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT**~~	~~**Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Ormond Beach.**~~						X		Moved to Objective 1.7.
~~POLICY 1.3.1.~~	~~Encourage installation of renewable energy systems by homeowners.~~						X		Moved to Policy 1.7.1.
~~POLICY 1.3.2.~~	~~Encourage the incorporation of green building practices into development projects.~~						X		Moved to Policy 1.7.2.
~~POLICY 1.3.3.~~	~~Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts through the City's website.~~						X		Moved to Policy 1.7.3.
~~POLICY 1.3.4.~~	~~The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.~~						X		Moved to Policy 1.7.6.
~~POLICY 1.3.4.~~	~~Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.~~						X	X	Moved to Policy 1.7.4. Amended to state – The City shall allow in the permitting process instead of Encourage.
~~POLICY 1.3.5.~~	~~Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.~~						X		Moved to Policy 1.7.5.
~~POLICY 1.3.6.~~	~~Promote building design appropriate for local climate conditions.~~						X		Moved to Policy 1.7.6. - Updated to refer to the Florida Building Code and Florida Statutes.

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			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 1.3.7.~~	~~The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.~~			X					Proposed to be deleted.
OBJECTIVE 1.3 ATTAINABLE HOUSING	**Adequate housing and land areas for very low-income, low-income, and moderate-income should be available to meet the housing needs through the provision of adequate residential land at various densities throughout the City.**	163.3177 (f)(1)(d)			X				Required with Florida Statute.
POLICY 1.3.1.	Mobile, manufactured, modular, or alternative construction homes are allowed within the Land Development Code as a form of housing that can be more affordable to a broader range of individuals than traditional site-built homes and add to the variety of the available housing stock.	163.3177 (f)(3)			X				Required with Florida Statute. Incorporates existing Policy 4.1.10 and Objective 4.2.
POLICY 1.3.2.	Mobile Homes built to Housing and Urban Development standards shall be allowed in the T-2 zoning district within the Land Development Code on platted lots.	163.3177 (f)(3)			X				Required with Florida Statute. Incorporates existing Policy 4.1.10 and Objective 4.2.
POLICY 1.3.3.	The Land Development Code shall allow modular buildings in all residential zoning districts, as defined in Chapter 553, Florida Statutes, provided the structures comply with all applicable building code standards.	163.3177 (f)(3)			X				Allowance of modular housing per state law.
POLICY 1.3.4.	Projects seeking to construct housing for very low-income, low-income, and moderate-income shall be provided with an expedited permitting process for site plan review and building permitting.	163.3177 (f)(3)			X				Required with Florida Statute.
POLICY 1.3.5.	Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates very low-income, low-income, and moderate-income housing units: a. Waiver of development fees related to approvals; b. Increased densities are allowed to accomplish affordable housing goals. The percentage of low and moderate housing set aside and	163.3177 (f)(3)			X		X		Renumbered from existing Policy 4.2.3.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	the accompanying density bonus may increase in proportion to one another, but it shall not exceed 20 percent; c. Reduction of parking and setback requirements, particularly for housing designed for persons 65 and older; and d. Modifying sidewalk and street requirements, particularly in developments designed for persons 65 and older.								
POLICY 1.3.6.	If development regulations are identified as hindering a project for very low-income, low-income, and moderate-income, consideration shall be given to processing a Land Development Code amendment or Planned Development at no cost to the project.	163.3177 (f)(3)			X				New Policy – allows a method of approval if a regulation hinders affordable housing through a public hearing process.
POLICY 1.3.7.	The City should seek funding assistance from Volusia County or state programs for providing very low-income, low-income, and moderate-income housing.	163.3177 (f)(3)			X				Required with Florida Statute.
POLICY 1.3.8.	As opportunities arise, the City should explore partnerships with developers or organizations that seek to provide very low-income, low-income, and moderate-income housing.	163.3177 (f)(3)			X				Required with Florida Statute.
POLICY 1.3.9.	To the greatest extent practical, projects for very low-income, low-income, and moderate-income should be disbursed throughout the City.	163.3177 (f)(1)(g)			X				Required with Florida Statute.
POLICY 1.3.10	The City shall support multi-jurisdictional approaches for affordable housing issues in Volusia County.	163.3177 (f)(1)(g)					X		Renumbered from existing Policy 3.2.2.
OBJECTIVE 1.4 GROUP HOMES AND FOSTER CARE FACILITIES	**The City shall continue to permit group homes and foster care facilities licensed or funded by the appropriate state agency in residential areas.**	163.3177 (f)(1)(d)					X		Existing Objective 5.2 moved into new Objective.
POLICY 1.4.1.	The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas,	163.3177 (f)(1)(d)					X		Renumbered from existing Policy 5.2.1.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.								
POLICY 1.4.2.	The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) to be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single-family residential districts and by right in all multi-family districts.	163.3177 (f)(1)(d)					X		Existing Policy 5.2.2. moved.
OBJECTIVE 1.5. DISPLACEMENT	**The City shall provide uniform and equitable treatment to individuals displaced by state or local government programs, consistent with applicable *Florida Statutes*.**	421.55			X				Required with Florida Statute.
POLICY 1.5.1.	The City shall adhere to the requirements of Section 421.55, *Florida Statutes*, to provide equitable solutions for individuals and businesses displaced by City projects.	421.55			X				Required with Florida Statute.
OBJECTIVE 1.6. HISTORICALLY SIGNIFICANT HOUSING	**The City shall continue preserving and protecting historically significant structures and sites consistent with the Cultural and Historical Resources Element.**	163.3177 (f)(1)(e)					X	X	Based on existing Objective 4.1.
POLICY 1.6.1.	The City shall identify, recognize, and preserve historically significant structures and sites per the Cultural and Historical Resources Element and the Land Development Code.	163.3177 (f)(1)(e)					X	X	Based on existing Policy 4.1.11.
OBJECTIVE 1.7 GREEN BUILDING AND SUSTAINABLE DEVELOPMENT	**Encourage resource-efficient green building and sustainable development practices to enhance the energy efficiency of housing in Ormond Beach.**						X		Existing Objective 1.3. – no changes.
POLICY 1.7.1.	Encourage homeowners to install renewable energy systems.						X		Existing Policy 1.3.1.
POLICY 1.7.2.	Encourage the incorporation of green building practices into development projects.						X		Existing Policy 1.3.2.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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POLICY 1.7.3.	Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts and the City's website.						X		Existing Policy 1.3.3.
POLICY 1.7.4.	The City shall allow building orientation in the permitting process that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and greenhouse gas emissions.						X	X	Existing Policy 1.3.4. The proposed Policy states, "The City shall allow in the permitting process," and deletes the word "Encourage" from the original Policy.
POLICY 1.7.5.	Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapotranspiration and shade.						X		Existing Policy 1.3.5.
POLICY 1.7.6.	The City shall continue to enforce the energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.				X				Implements energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.
~~**GOAL 2. NEIGHBORHOOD MAINTENANCE**~~	~~TO ENSURE AND PROMOTE THE MAINTENANCE AND ENHANCEMENT OF RESIDENTIAL NEIGHBORHOODS.~~			X					This Goal is not required for the Housing Element per the Florida Statute.
~~**OBJECTIVE 2.1. NEIGHBORHOOD MAINTENANCE**~~	~~**As a matter of on-going policy, the City will promote the maintenance, protection and if necessary, the rejuvenation of City neighborhoods and residential areas, to encourage the highest quality housing and living environment possible.**~~			X					Public services and facilities are planned and implemented within the Capital Improvement Plan. Code enforcement occurs within the Code of Ordinances and Land Development Code regulations.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 2.2.1.~~	~~By 2011, the City shall have developed and employed a neighborhood classification model designed to monitor neighborhood conditions, classify neighborhoods by a standardized condition and identify a comprehensive strategy for delivery of city services using a neighborhood focus.~~			X					The City is not utilizing a neighborhood classification model.
~~POLICY 2.2.2.~~	~~By 2010, the City shall adopt an unsafe building abatement code to address vacant and derelict buildings to reduce blighting influences on commercial corridors and in residential neighborhoods.~~			X					The City adopted an unsafe building abatement Ordinance for unsafe structures which is within the Code of Ordinances, Section 8-4. In 2014, an ordinance regarding abandoned (foreclosure) property. The City has not adopted a maintenance code for buildings and the Florida Building Code would be applicable.
~~POLICY 2.2.3.~~	~~Code enforcement, linked with housing rehabilitation assistance, shall be a principal conservation strategy for residential neighborhoods which are determined to be stable by the City's Neighborhood Classification Model.~~			X					This policy is not a required part of the Housing Element per the Florida Statute. Recommending not including code enforcement actions in the Comprehensive Plan.
~~POLICY 2.2.4.~~	~~The City's Neighborhood Improvement Division shall provide in tandem with the issuance of housing code enforcement violations, information services provided by Volusia County Community Services for Ormond Beach.~~			X					This policy is not a required part of the Housing Element per the Florida Statute. Recommending not including code enforcement actions in the Comprehensive Plan.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 2.2.5.~~	~~Active citizen participation shall be incorporated into neighborhood planning efforts.~~			X					There are Policies within the Future Land Use Element for citizen participation.
~~POLICY 2.2.6.~~	~~The City shall incorporate into the Land Development Code a formalized compatibility screening procedure to assist development applicants in identifying and mitigating conflicts in order to protect residential neighborhoods from incompatible land uses.~~			X					The Land Development Code has regulations that seek compatibility between uses.
~~**GOAL 3. PRESERVATION AND REHABILITATION**~~	~~PRESERVE AND EXPAND THE SUPPLY OF QUALITY HOUSING UNITS FOR LOW- AND MODERATE-INCOME HOUSEHOLDS BY SUPPORTING THE BUILDING OF NEW UNITS, REHABILITATION OF SUBSTANDARD UNITS, AND THE PREVENTION OF LOSS AND DETERIORATION OF EXISTING AFFORDABLE UNITS.~~			X					Re-incorporated into new Objective 1.2.
~~**OBJECTIVE 3.1. REHABILITATION OF SUBSTANDARD HOUSING**~~	~~**All housing in the City which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the City provides safe and adequate shelter to its occupants.**~~			X					Re-incorporated into new Policy 1.2.3.
~~POLICY 3.1.1.~~	~~The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Ormond Beach area.~~			X					Re-incorporated into new Policy 1.3.8.
~~POLICY 3.1.2.~~	~~As a matter of on-going policy, rehabilitation of housing units should be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of housing and neighborhood environments.~~			X					Rehabilitation is a private sector function and this Policy is proposed to be deleted.
~~POLICY 3.1.3.~~	~~Neighborhood restoration efforts shall seek to maintain neighborhood identity and integrity.~~			X					Rehabilitation is a private sector function and this Policy is proposed to be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~**OBJECTIVE 3.2. COORDINATION OF HOUSING ACTIVITIES**~~	~~**The City shall establish partnerships with private and public non-profit groups, private developers and other affordable housing providers.**~~			X					Re-incorporated into new Policies 1.1.12., 1.3.7. and 1.3.8.
~~POLICY 3.2.1.~~	~~The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.~~			X					Re-incorporated into new Policies 1.3.7. and 1.3.8.
~~POLICY 3.2.2.~~	~~The City shall support multi-jurisdictional approaches affordable housing issues in Volusia County.~~						X		Moved to Policy 1.3.10
~~**GOAL 4: HOME OWNERSHIP**~~	~~**INCREASE HOME OWNERSHIP OPPORTUNITIES BY REDUCING THE TOTAL COST OF HOUSING IN THE MARKET PLACE.**~~			X					The City does not have the ability to control the cost of private sector housing. Policy is proposed to be deleted.
~~**OBJECTIVE 4.1. HOUSING OPPORTUNITIES**~~	~~**The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, affordable and rural housing is developed in the community to provide for the varied life-styles of its existing and future residents. The identification of historically significant housing shall continue in accordance with existing ordinances and as described in the Future Land Use Element, Coastal Management Element, Cultural Affairs Element, and Recreation and Open Space Element.**~~			X					This Objective is proposed to be deleted. Preservation of historically significant housing is within the Historic and Cultural Resources Element.
~~POLICY 4.1.1.~~	~~By 2010, the City shall utilize style neutral single-family residential design standards for all residential dwellings in order to address resident concerns regarding compatibility of manufactured housing in single-family residential neighborhoods.~~			X					This Policy will be deleted. Standards exist in Section 2-42 of the Land Development Code.
~~POLICY 4.1.2.~~	~~The City shall incorporate affordable housing techniques into the Land Development Code such as Transfer of Development Rights, mandatory inclusionary zoning and density bonuses to increase the number of~~			X					Density bonuses are available within the Planned Residential Development zoning district. The concept of transfer of

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	~~affordable lots and homes available to low- and moderate-income households.~~								development rights or required inclusionary zoning has not been implemented.
~~POLICY 4.1.3.~~	~~The City shall ensure, through the Land Development Code, 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.~~						X		Moved to Policy 1.1.6.
~~POLICY 4.1.4.~~	~~The City shall pursue affordable housing techniques designed to reduce the cost burden to low- and moderate-income households thus making affordable housing already available in the marketplace more accessible.~~			X					Proposed to be deleted.
~~POLICY 4.1.5.~~	~~When provided by developers, the percentage affordable ratio shall be adjusted by area and by size of the development. Depending upon the geographic location, percentages may vary. In existing areas of the City where there is a significant population of low income and moderate-income groups, then a base percentage of 10% would apply, while elsewhere the base percentage may be 5%. The 10 percentage areas are generally identified as follows:~~ ~~1) CDBG Priority Area: An area bounded on the north by Highland/Selden Avenue, the south by the City limits, the east by South Ridgewood, and the west by the Florida East Coast Railroad tracks. (As amended by Ordinance 93-14, adopted on April 6, 1993.)~~ ~~2) Barrier Island South: An area bounded on the north by Seminole Avenue, the south by the City limits, the east by A1A, and the west by Riverside Drive (south of the Fluhart Drive and Riverside Drive intersection).~~ ~~3) Granada/Wilmette North: An area bounded on the north by Wilmette Avenue and its extension, the south by Granada Boulevard, the east by Orchard Street and the west by Nova Road.~~ ~~4) Granada/Division South: An area bounded on the north by Granada Boulevard, the south by Division Avenue.~~			X					This Policy is proposed to be deleted. Proposed Policy 1.3.9. seeks to disperse affordable housing. This Policy is voluntary and includes suggested percentages. If there is a desire to require inclusionary affordable housing units, this Policy would need to be re-written.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	~~Low- and moderate-income housing units shall be dispersed throughout new development projects in a way that preserves the ambient character of the project and ensures assisted and non-assisted units shall not be distinguishable externally.~~								
~~POLICY 4.1.6.~~	~~Mixed-use buildings incorporating residential and commercial development in the downtown shall have priority over single-use buildings when applying for financial assistance from the City through the Tax Increment Financing District.~~			X					There are other Policies that encourage mixed use and this Policy is proposed to be deleted.
~~POLICY 4.1.7.~~	~~The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.~~			X					Proposed to be deleted.
~~POLICY 4.1.8.~~	~~Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.~~						X	X	Policy incorporated into Policy 1.1.7.
~~POLICY 4.1.9.~~	~~The City shall continue to maintain an inventory of all public lands and buildings and, upon query by non-profit housing organizations, report to the City Commission the feasibility of such public lands and buildings being made available for low- and moderate-income housing.~~			X					The city has vacant land map in Future Land Use Element and search on the Property Appraiser's website.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 4.1.10.~~	~~Mobile Homes shall be allowed in the T-2 zoning districts. T-2, the Manufactured Home Community District, will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.~~						X		Moved to Policy 1.3.2.
~~POLICY 4.1.11.~~	~~The City shall continue to implement standards, regulations, and guidelines for the protection and improvement of historically significant housing, consistent with the criteria contained within the Future Land Use, Coastal Management, Cultural Affairs and Recreation and Open Space Elements.~~						X		Moved to Objective 1.6.
~~**OBJECTIVE 4.2 HOUSING COSTS**~~	~~**The City shall support and promote the provision of affordable housing, including mobile homes and manufactured housing, to all segments of the City population.**~~						X		Moved to Policies 1.3.1. and 1.3.2.
~~POLICY 4.2.1~~	~~The City shall monitor all land and building development ordinances, regulations, and the permitting process to identify conflicting requirements, eliminate excessive and unnecessary regulations, and provide flexibility in the provision of housing through innovative technologies~~			X					See new Policies 1.3.4. and 1.3.6.
~~POLICY 4.2.2.~~	~~On an on-going basis, the City shall utilize automated processes to improve building and inspection services in order to provide time sensitive turnaround approvals.~~			X					See new Policies 1.3.4. and 1.3.6.
~~POLICY 4.2.3.~~	~~Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates low- and moderate-income housing units:~~ ~~a. Waver of development fees related to approvals.~~ ~~b. Allowance of increased densities to accomplish affordable housing goals. The percentage of low and moderate housing set aside and accompanying density bonus may increase in proportion to one another but in no case shall it exceed 20%.~~						X		Moved to Policy 1.3.5.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	~~c. Reduction of parking and setback requirements, particularly for housing designed for the elderly.~~ ~~d. Modification of sidewalk and street requirements, particularly in developments designed for the elderly.~~								
~~**GOAL 5: EQUAL HOUSING**~~	~~**PERMIT HOUSEHOLDS TO FREELY CHOOSE AMONG THE DIFFERENT OPTIONS AND TENURES WHICH ARE AVAILABLE IN AN UNRESTRICTED MARKET.**~~			X					Proposed to be deleted.
~~**OBJECTIVE 5.1. EQUAL HOUSING**~~	~~**The City shall ensure that equal housing opportunities are realized by all resident's regardless of race, color, religion, ancestry, sex, familial status, national origin, handicap or place of birth.**~~			X					Proposed to be deleted.
~~POLICY 5.1.1.~~	~~The City shall continue to enforce its Fair Housing Ordinance, continually monitoring housing practices for possible housing discrimination.~~			X					Proposed to be deleted.
~~POLICY 5.1.2.~~	~~The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially, and/or physically disadvantaged, and those displaced due to City actions.~~			X					Proposed to be deleted.
~~**OBJECTIVE 5.2. GROUP HOMES AND FOSTER CARE FACILITIES**~~	~~**The City shall continue to permit in residential areas group homes and foster care facilities licensed or funded by the Department of Children and Family Services.**~~						X		Moved to Objective 1.4.
~~POLICY 5.2.1~~	~~The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.~~						X		Moved to Policy 1.4.1.
~~POLICY 5.2.2.~~	~~The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) be permitted by right in all residential districts. Larger group homes shall be permitted as a~~						X		Moved to Policy 1.4.2.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	~~conditional use in all single-family residential districts and by right in all multi-family districts.~~								
~~**GOAL 6: JOBS AND HOUSING BALANCE**~~	~~ENCOURAGE A BALANCED AND MIXED ECONOMIC COMMUNITY.~~			X					Proposed to be deleted.
~~**OBJECTIVE 6.1. JOBS AND HOUSING BALANCE**~~	~~**The City shall promote, through its economic development efforts, a higher job to housing growth ratio.**~~			X					Economic development Goal exists in Future Land Use Element. Proposed to be deleted.
~~POLICY 6.1.1.~~	~~Increase the job/housing ratio from 1.10 (2008) to 1.25 (2015) by creating higher value added jobs.~~			X					Proposed to be deleted.
~~POLICY 6.1.2.~~	~~By 2015, the cost of housing shall closely mirror the median wage structure of the City's economic base.~~			X					Proposed to be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
~~**Headers/Footers**~~	~~**RECREATION OPEN SPACE ELEMENT**~~ **PARKS AND RECREATION ELEMENT** ~~**GOALS, OBJECTIVES AND POLICIES**~~							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. **RECREATION AREAS AND FACILITIES**	**PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS.**		X						No change. Note: During public engagement and discussion items, the following general recommendations were made: 1. Change Element name: Park, Forestry, and Recreation Element 2. Change the Element name of Open Space. 3. Change Element name: Recreation and Park 4. Change the name of the Leisure Services Department.
OBJECTIVE 1.1. **LEVEL OF SERVICE STANDARDS**	**The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.**		X						No change.
POLICY 1.1.1.	The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.		X						No change.
POLICY 1.1.2.	Parks and recreational facilities, as shown in Figure 1 of the Parks and Recreation Element, shall be located throughout the City to allow access opportunities to all segments of the population.							X	Add reference to map of the City park and recreation facilities. Amend name of Element to Parks and Recreation.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.1.3.	The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.		X						No change.
POLICY 1.1.4.	The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.		X						No change.
POLICY 1.1.5.	~~Alligator Island shall be maintained under the Open Space/Conservation land use designation.~~						X		Move to Future Land Use Element.
POLICY 1.1.6<u>5</u>.	The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, surveys, citizen responses, civic interaction, and population growth. ~~Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy.~~ ~~a. Coordination with other City departments and civic groups of studios (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency.~~ ~~b. Coordination of or liaison to the development of other community enhancement projects.~~ ~~(e.g., Santaland Art in the Park, and Easter Egg Hunt).~~ ~~c. Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.~~							X	Modified as recommended by the Parks and Recreation Master Plan Update. Renumber policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
	~~d. Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs.~~ ~~e. Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs.~~ ~~f. Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.~~								
OBJECTIVE 1.2. MAINTENANCE	**To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City's ~~Leisure Services~~ Parks and Recreation Department in order to promote public use and community pride, and discourage vandalism.**							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.2.1.	The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.		X						No change. Community Engagement Meeting comment: add and trees after the word land.
POLICY 1.2.2.	The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.		X						No change.
~~POLICY 1.2.3.~~	~~By 2025, the City shall develop a facility at Central Park to support after school programs and other activities.~~			X					This implementation policy has been implemented and no longer necessary. Re-number policies as needed.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
~~POLICY 1.2.4.~~	~~The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage.~~			X					Delete as discussed at discussion item. Re-number policies as needed.
POLICY 1.2.~~5~~3.	The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.							X	No change to text. Renumber policies as needed.
OBJECTIVE 1.3. LAND USE COMPATIBILITY	**Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.**		X						No change.
POLICY 1.3.1.	Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.		X						No change.
POLICY 1.3.2.	To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.		X						No change.
POLICY 1.3.3.	To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.		X						No change.
OBJECTIVE 1.4. ACCESS AND DEVELOPMENT	**The City shall maintain and improve access to its parks, recreation, and open space areas, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.**		X						No change. Community Engagement Meeting comment: Change "open space areas" to community forest.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.4.1.	The ~~Leisure Services~~ Parks and Recreation Department shall develop and distribute literature and maps listing the parks, leisure service, recreation sites, and historic sites located within the City, their facilities, location, and operating hours.							X	Community Engagement Meeting comment: Add Ormond Scenic Loop and Trail. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.4.2.	The ~~Leisure Services~~ Parks and Recreation Department shall, prepare an annual report, as part of the budget process, that in general describes the status of that department's functions in the City for presentation to the City Commission ~~that department's functions in the City~~; assess the general needs of the population; describes events which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and propose solutions to these areas of concern.							X	Minor update for clarification. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
OBJECTIVE 1.5. FUNDING	The City shall develop a fiscally sound public parks recreation facilities program.		X						No change.
POLICY 1.5.1.	The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.		X						No change.
POLICY 1.5.2.	A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy: a. The fee shall be reasonably established and shall not restrict access on the basis of affordability. b. The City shall periodically review the fee structures of other local government jurisdictions and per capita		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
	operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure. c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending. d. The fee schedule shall be reviewed and updated on an annual basis.								
POLICY 1.5.3.	The City shall continue to financially support the activities, events, and programs offered by the ~~Leisure Services~~ Parks and Recreation Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.5.4.	The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.		X						No change.
POLICY 1.5.5.	New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and in the City Land Development Code.							X	Minor grammatical change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.5.6.	The City shall continue to charge a non-residents fee determined by the ~~Leisure Services~~ Parks and Recreation Department and the City Commission for the use of City recreation facilities.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.5.7.	The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.		X						No change. Community Engagement Meeting comment: add new Policy – The City shall utilize donations and gifts.
OBJECTIVE 1.6 BEACH ACCESS	**The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities~~.~~**							X	The strikethrough to be removed from the period.
POLICY 1.6.1.	Participate in and encourage State, Regional, and County programs to provide on and off-site beach parking.		X						No change.
OBJECTIVE 1.7. BICYCLING OPPORTUNITIES	**Safe bicycling opportunities, for both recreation and transportation, shall be provided within the eCity where possible.**							X	Capitalize City.
POLICY 1.7.1.	Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.		X						No change.
POLICY 1.7.2.	The City shall cooperate with bicycle organizations, law enforcement agencies, and the ~~FDOT~~ Florida Department of Transportation to promote a bicycle safety program; this shall include a program in the schools and a media information program.							X	Remove acronym.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.7.3.	Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.		X						No change.
POLICY 1.7.4.	The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.		X						No change.
~~POLICY 1.7.5.~~	~~When providing bicycle and pedestrian pathways, the City shall determine through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.~~			X					Policy proposed to be deleted. Renumber as needed.
POLICY 1.7.~~6~~5.	The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.							X	No change to text. Renumber as needed.
POLICY 1.7.~~7~~6.	To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.							X	No change to text. Renumber as needed. Community Engagement Meeting comment: insert ROW after easements. Delete open space and insert park.
POLICY 1.7.~~8~~7.	The following criteria shall be used in prioritizing bicycle facility improvements: a. Beach access points and crossings; b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas; c. Lack of alternative routes; d. Streets serving important transit stops; e. Areas exhibiting high incidence of vehicle accidents with bicycles; and f. Arterial and collector streets.							X	No change to text. Renumber as needed. Community Engagement Meeting comment: insert community forest.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.7.~~9~~8.	The City, in cooperation with the County and ~~FDOT~~ the Florida Department of Transportation, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.							X	Remove acronym. Renumber as needed.
POLICY 1.7.9	The City should update the 2016 Bike Master Plan and seek collaboration with Volusia County Trail and Bike Master Plan.				X				Recommended by Commissioner Tolland at workshop on 02.04.2025
OBJECTIVE 1.8 CONSERVATION	**Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities.**		X						No change. Community Engagement Meeting comment: insert community forest.
POLICY 1.8.1.	The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.		X						No change.
POLICY 1.8.2.	New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.		X						No change.

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~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.8.3.	The City shall acquire sensitive lands to meet open space objectives and/or adopt regulations to protect and enhance the functional values of such lands.		X						No change. See Attachments – concern at discussion item that the City could use eminent domain to acquire sensitive land. Community Engagement Meeting comment: delete open space and insert park. Insert "and trees" at end of sentence.
OBJECTIVE 1.9. ~~ADA~~ AMERICANS WITH DISABILITIES ACT STANDARDS	**Public recreation facilities shall both accommodate and integrate ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State standards.**							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.1.	The City shall provide physical programs for the ~~handicapped and disabled~~ special populations and persons with disabilities of all ages, based upon demand.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.2.	Recreation facility construction or renovation shall be designed to accommodate and integrate the ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State ~~ADA~~ Americans with Disabilities Act standards.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).

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~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.9.3.	When possible, ~~handicap~~ special populations and persons with disabilities access to the beach shall be improved by the process of ~~handicap~~ accessible parking spaces and pedestrian beach access ramps.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.4.	Playgrounds shall include ~~handicap and disability handicap~~ special populations and persons with disabilities accessible and usable facilities, to integrate ~~handicapped~~ special populations children into the mainstream.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.5.	The City shall construct playgrounds oriented towards ~~handicapped~~ special populations children.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION	**The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost- effective services to the public.**		X						No change.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.10.1.	The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.		X						No change.
POLICY 1.10.2.	The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.		X						No change.
~~POLICY 1.10.3.~~	~~The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to:~~ ~~Florida Recreation and Development Assistance Program;~~ ~~Land and Water Conservation Fund Program;~~ ~~Florida Forever;~~ ~~Florida Boating Improvement Program;~~ ~~Save our Rivers Program (SJRWMD);~~ ~~Ponce DeLeon Port Authority;~~ ~~Florida Inland Navigation District;~~ ~~Florida Communities Trust Program; and~~ ~~ECHO.~~			X					This policy is being combined with Policy 1.10.4. Re-number as appropriate. Community Engagement Meeting comment: insert regrow Volusia.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.10.43.	The City shall continue to submit applications when appropriate and applicable for grants under programs sponsored by various local, State, and ~~regional~~ federal governments including, but not limited to the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Forever, Florida Recreation and Development Assistance Program, Volusia ECHO, Volusia Forever, and the Florida Inland Navigation District.							X	Combined language from Policy 1.10.3. for simplification. Re-number as appropriate.
POLICY 1.10.~~5~~4.	The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.							X	No change in text. Re-number as appropriate.
POLICY 1.10.~~6~~5.	Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the Ormond Scenic Loop and Trail, East Coast Greenway, as well as other state trail systems.							X	Added Ormond Scenic Loop and Trail. Re-number as appropriate. Community Engagement Meeting comment: insert Ormond Scenic Loop and Trail.
OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES	**The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the ~~Recreation and Open Space~~ Parks and Recreation Element. The following policies shall apply to the review of development activities and the conduct of public activity.**							X	Change name of Element to Parks and Recreation consistent with Department name.
POLICY 1.11.1.	The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system: a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.		X						No change. Community Engagement Meeting comment: item b – insert native trees and plants. Item d – insert trees

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~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
	b. Ensure the protection of natural vegetation and unique land features. c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management. d. Maintain and protect major environmental areas, parks, preserves, wildlife management areas and refuges. e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element. f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance. g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.								
POLICY 1.11.2.	Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.		X						No change.
POLICY 1.11.3.	Designated open space areas encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.		X						No change. Community Engagement Meeting comment: delete open space areas and insert parks.
POLICY 1.11.4.	Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental		X						No change.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
	Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.								
POLICY 1.11.5.	Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.		X						No change.
OBJECTIVE 1.12. LAND ACQUISITION	**The City shall continue to increase the public provision, protection and enhancement of open space by utilizing ~~the~~ Volusia County, ~~Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar~~ State, and Federal land acquisition programs, as appropriate, to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.**							X	Minor modification to broaden programs possibly available for open space acquisition.

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~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.12.1.	Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of open space areas from public areas and private enterprises.		X						No change.
POLICY 1.12.2.	Open Space areas shall be preserved for the following types of development: a. Residential development required to provide park needs and open space areas as required by the Land Development Code. b. Planned overlay districts required to provide open space and common open space per the Land Development Code. c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements. d. Non-residential development required to provide open space areas as required by the Land Development Code.		X						No change. Community Engagement Meeting comment: delete Open Space areas and insert Parks. Item b – include Ormond Scenic Loop and Trail. Item d – delete open space and insert park.
OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY	**Provide for recreational corridors to link the City-owned parks as well as other open space/conservation areas.**		X						No change. Community Engagement Meeting comment: delete other open space and insert community forest.
POLICY 1.13.1.	The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.		X						No change. Community Engagement Meeting comment: insert Ormond Scenic Loop and Trail.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.13.2.	The City's standards designed to ensure preservation of the scenic value of designated routes, shall be maintained in the Land Development Code.		X						No change.
POLICY 1.13.3.	The City shall continue to coordinate with utility companies the potential multi-use concept for open space and recreation uses within utility easements.		X						No change. Community Engagement Meeting comment: delete open space and insert park.
POLICY 1.13.4.	To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.		X						No change. Community Engagement Meeting comment: add ROW after utility easements.
POLICY 1.13.5.	Open space systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, above ground boardwalks and limited passive areas designated for picnicking.		X						No change. Community Engagement Meeting comment: delete open space and insert park. Add trees to last sentence.
POLICY 1.13.6.	Public access to the beach and waterways shall be provided in accordance with the policies under Goal 6~~7~~ of the Coastal Management Element.							X	Modified to Goal 6 of the Coastal Management Element for accuracy.
POLICY 1.13.7.	The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan, as amended. The Ormond Scenic Loop & Trail is shown in Figure 2 of the Parks and Recreation Element.				X				New Ormond Scenic Loop & Trail Policy and map (Figure 2). Discussed at community engagement meeting and discussion item.
OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER	**The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate**		X						No change.

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			Keep	Delete	New	Replace	Move	Modify	
~~Recreation and Open Space~~ Parks and Recreation Element, Revision February 10, 2025									
	facilities to serve the residents of Ormond Crossings.								
~~POLICY 1.14.1.~~	~~Within 90 days of the effective date of the Comprehensive Plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.~~			X					This policy has been completed and the 17-acre parcel deeded to the city.
POLICY 1.14.1~~2~~.	The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided ~~up to 5~~ as separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple park~~s~~ sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.							X	The number of recreations sites would be determined during site development in coordination with city staff. Re-number as appropriate. Community Engagement Meeting comment: insert dedication date to December 2025.
POLICY 1.14.2~~3~~.	Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the Certificate of Occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center. a. A public community center with a minimum of 6,000 square feet of building area; b. A trail system, including a minimum of .75 miles of hard surface walkway; c. 1 Picnic shelter with restrooms; d. 1 soccer/football field; e. 1 baseball/softball field; f. 2 outside basketball courts with lights; g. 2 shuffle board courts;							X	No change to text. Re-number as appropriate. Community Engagement Meeting comment: delete open space and insert park. delete 1000 and insert 100.

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	h. 1 bocce ball court; i. 1 tennis court; and j. 1 racquetball court. Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the Certificate of Occupancy for the 2,000th dwelling unit. a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet; b. A trail system, including a minimum of .525 miles of hard surface walkways; c. Passive park area of 36.5 acres; d. 1 off-leash dog park; e. 1 covered playground area; f. 1 baseball/softball field; g. 2 outside basketball courts with lights; h. 2 shuffle board courts; i. 1 bocce ball court; j. 2 tennis courts; and k. 1 racquetball court. The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
~~**Headers/Footers**~~	**CAPITAL IMPROVEMENTS ELEMENT ~~GOALS, OBJECTIVES AND POLICIES~~**							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. LEVEL OF SERVICE STANDARDS	PUBLIC FACILITIES SHALL BE PROVIDED IN A TIMELY AND EFFICIENT MANNER AS NECESSARY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION, AND PARKS AND RECREATION AND TO MEET FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT THROUGH THE USE OF SOUND FISCAL PRACTICES.	163.3177	X						
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	**Capital Improvements identified in other plan Elements shall be provided to correct existing deficiencies, accommodate future growth, and to replace deteriorated or obsolete facilities in an economically and energy efficient manner, as indicated in the schedule of improvements in this Element.**		X						
POLICY 1.1.1.	The City shall include capital improvement projects that are either: 1) required to meet adopted level-of-service standards; 2) implemented Goals, Objectives and Policies of the Comprehensive Plan; and 3) determined to be of relatively large scale in cost ($25,000.00 or greater) in the Schedule of Improvements of this Element.							X	Hyphenate level-of-service

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.1.2.	As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan.		X						
POLICY 1.1.3.	All capital improvements included in the Capital Improvements Element schedule of improvements shall be included in the City's annual capital budget.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.1.4.	Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines: a. The extent to which the project is necessary to protect public health and safety. b. Capital improvements needed to address existing deficiencies. c. Maintenance of adopted levels-of-service. d. The impact that the project would have on the local budget. e. Reduction of future improvements costs. f. Encouragement of infill development and/or preservation or achievement of full use of existing facilities. g. Promotion of efficient development and prevention of urban sprawl. h. Consistency with ~~FDOT~~ the Florida Department of Transportation and other State and regional plans.							X	Spell out FDOT in item “h”
POLICY 1.1.5.	The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.318~~7~~7, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to	163.3177						X	Correct F.S. reference is 163.3177 Spell out CIE.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	dedications which are consistent with the plan; or the date of construction of any facility enumerated in the ~~CIE~~ Capital Improvements Element may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.								
POLICY 1.1.6.	The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.		X						
POLICY 1.1.7.	The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.		X						
POLICY 1.1.8.	Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents. ~~Integrate energy cost reduction measures into the budget process.~~							X	The deleted sentence is out of place with the first sentence. Energy cost reduction is part of Policy 1.1.9.
POLICY 1.1.9.	Government buildings and facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.								
OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA	**The City shall limit future public expenditures for capital improvements which promote growth within Coastal High Hazard Areas, except for public land acquisition, enhancement of natural resources, or other projects as identified in the Coastal Management Element ~~and, except for projects already in progress and continuing in good faith at the time of plan adoption~~.**	163.3177(6)6.						X	There are no existing City projects in the Coastal High Hazard Area.
POLICY 1.2.1.	The City shall expend funds in Coastal High Hazard Areas for the provision of improvements needed to correct existing deficiencies to maintain their existing capacity.		X						
POLICY 1.2.2.	The City shall continue to provide recreational facilities as needed within Coastal High Hazard Areas.		X						
POLICY 1.2.3.	The City shall not construct any new public facilities in the coastal high-hazard areas, except for: a. Conservation, natural resource protection and preservation, conservation groundwater aquifer recharge, resource restoration facilities, public access facilities, stormwater management and passive recreation and recreation support facilities;		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	b. Facilities necessary to improve hurricane evacuation time and/or mitigate storm damage to existing development; and c. Reconstruction of public facilities essential to maintaining the public health and safety shall only occur if such structures can meet the most current hurricane wind velocity standards contained in the adopted building code.								
~~POLICY 1.2.4.~~	~~The City shall study, existing public facilities located in the Coastal High Hazard Area that can be replaced over a twenty (20)-year period.~~			X					This Policy is repetitive of other Policies under this Objective and is proposed to be deleted. There are no capital plans to replace any existing public facilities in the Coastal High Hazard Area.
~~POLICY 1.2.5.~~	~~Further development of facilities located in the Coastal High Hazard Area shall be discouraged excluding beach-related capital facilities, including, but not limited to, access ramps and pedestrian walkways.~~			X					This Policy is repetitive of other Policies under this Objective and is proposed to be deleted. There are no capital plans to replace any existing public facilities in the Coastal High Hazard Area.
OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM	**The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public a facility needs identified within plan Elements and are provided as needed but not in excess of the City's financial capacity to operate such facilities.**		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.3.1.	The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.3.2.	The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision: a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 500 ~~gpm~~ gallons per minute (gpm) or greater as determined by the Chief Fire Official in conjunction with the City Engineer (or its equivalent where a sprinkler system is used) and minimum 20 pounds per square inch (psi) residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 ~~gpd~~ gallons per day per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established. b. Parks (acres per population): 13 acres per 1,000 population.							X	Level of Service standards for water and sewer were updated with the Water Supply Work Plan. Solid Waste Level of Services updated per recommendation of Public Works. Spelled out acronyms. Hyphenated level-of-service

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level-of-service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	~~LOS~~ Level-of-Service Daily	~~LOS~~ Level-of-Service Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Goals, Objectives, Policies				FL Statute Citation	Recommended Action						Explanation/Modification
					Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025											
		Raw:	An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).								
		Potable:	An average daily volume of 300 gallons per Equivalent Residential Unit.								
		Sewer:	An average daily volume of 270 gallons per Equivalent Residential Unit.								
		Reclaimed:	An average daily volume of 300 gallons per day per Equivalent Residential Unit.								

~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Other uses water standards:

Types of Establishments* (note – ERU is Equivalent Residential Unit)	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.

Goals, Objectives, Policies				FL Statute Citation	Recommended Action						Explanation/Modification
					Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025											
		Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.								
		General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.								
		Gas Stations (no car wash)	1.5 ERU per bathroom								
		Hospitals	0.7 ERU per bed								
		Hotels and Motels	0.4 ERU per room								
		Movie theaters, auditoriums, churches	0.02 ERU per seat								
		Nursing Homes / A.L.F.	0.5 ERU per bed								
		Restaurants	0.15 ERU per seat								
		Single-Family residence	1.00 ERU per unit								
		Schools	0.05 ERU per seat								

Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

f. Solid Waste:

Average residential pick-ups per truck	~~1,600~~1,400
Average commercial pick-ups/truck/route	~~155~~160
Average residential pick-ups/man/day	~~226~~800-600
Pounds/capita/day for residential, commercial and industrial waste	~~5.69~~5.83
Pounds/capita/day for special wastes	3.85

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the ~~FEMA~~ Federal Emergency Management Agency ~~FIRM~~ Flood Insurance Rate Map ~~maps~~.								
POLICY 1.3.3.	The City shall maintain provisions in the Land Development Code that will ensure that, at the time a development order is issued, adequate facility capacity		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	is or will be available when needed to serve the development.								
POLICY 1.3.4.	The City shall evaluate proposed plan amendments and requests for new development based on the following guidelines: a. Creates potential public hazard. b. Accentuates any existing facility deficiencies. c. Generates public facility demands that could be accommodated by scheduled capacity increases in the capital improvements schedule. d. Conforms with the Future Land Use Map (Future Land Use Element) and service areas (Utilities Element). e. Affects other agencies' facilities plans. f. Conforms to the Conservation Element's policies for natural resource protection. g. Conforms to the Coastal Management Element's policies for limiting specific and cumulative impacts of development or redevelopment upon wetlands, water quality and quantity, wildlife habitat, living marine resources, and beach and dune systems. h. Minimizes impacts to surrounding jurisdictions.		X						
OBJECTIVE 1.4 IMPACT <u>AND CONNECTION</u> FEES	**Future development projects shall pay their fair share of the cost of providing facilities and services required to maintain adopted level-of-service**	163.31801						X	With the impact fee update, water and sewer fees were amended to connection fees.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	standards as specified in the Land Development Code. Impact and connection fees, developer dedications and contributions shall be required in an amount equal to the cost of the infrastructure required to serve the development.								
POLICY 1.4.1.	Recreation impact fees shall be continued and refined as needed to adequately maintain adopted ~~LOS~~ level-of-service standards.							X	Spell out level-of-service
POLICY 1.4.2.	Water and sewer ~~impact~~ connection fees shall be periodically reviewed and adjusted ~~as needed to~~ in accordance with Florida Statutes to assure that revenues are equal to growth-related capital expenditures, and to adequately maintain adopted ~~LOS~~ level-of-service standards.							X	Amended impact to connection fee. Fee reviews require a study in accordance with Florida Statutes. Also, to spell out level-of-service.
~~POLICY 1.4.3.~~	~~The City shall annually review the fee schedules of all impact fee ordinances and adjust the fee schedules to reflect the pro-rata share of costs needed to finance improvements necessitated by new development.~~			X					Impact fees cannot be updated with cost of living increases based on changes to state law. The fees require studies per state law requirements. Proposed to be deleted.
~~POLICY 1.4.4.~~ POLICY 1.4.3.	The City shall continue to require that developers build water, sewer and reclaimed water infrastructure, local streets and internal collectors and provide off-site improvements needed for their development including but not limited to acceleration/deceleration lanes, turning lanes and traffic signals. ~~Such improvements shall not be eligible for impact fee reimbursements.~~							X	Deleted last sentence – traffic improvements may be eligible for impact fee credits. Renumbered.
OBJECTIVE 1.5 FISCAL RESOURCES	**The City shall manage its fiscal resources to ensure the provision of needed capital improvements for**	163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	previously issued development orders and for future development and redevelopment.								
POLICY 1.5.1.	In providing capital improvements funded by general obligation bond issues, the City shall limit outstanding indebtedness to no greater than five (5%) percent of its property tax base.		X						
POLICY 1.5.2.	The City shall continue to adopt an annual capital budget and a five (5)-year capital improvement program as part of its budgeting process.		X						
POLICY 1.5.3.	The City shall continue its efforts to secure State or Federal grants or private funds whenever available for capital improvements financing, through actively seeking and applying for grants and, if required, providing matching funds for grants.		X						
POLICY 1.5.4.	Prior to scheduling any referenda to finance capital projects, the City shall make every effort to identify alternative funding sources.		X						
POLICY 1.5.5.	Prior to the issuance of Certificates of Occupancy, the City shall provide for all public facilities needed to serve developments for which development orders were previously issued.		X						
~~POLICY 1.5.6.~~	~~The Capital Improvements Element will be financially feasible in accordance with state law.~~			X					This requirement has been removed from Florida Statute. Proposed to be deleted.
~~POLICY 1.5.7.~~ POLICY 1.5.6.	If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
~~POLICY 1.5.8.~~	~~Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.~~			X					Policy 1.1.9. contains energy related policies. Proposed to be deleted.
OBJECTIVE 1.6 LOCAL AND REGIONAL FACILITIES & SERVICES	**The City shall require that necessary local and regional facilities and services be available concurrent with the impacts of development through the adoption of a concurrency management system as implemented by the Land Development Code.**		X						
POLICY 1.6.1.	The City shall verify that all public facilities needed to serve new development have been provided prior to the approval of an application for final subdivision plan or final site plan.		X						
POLICY 1.6.2.	The City shall continue to implement a concurrency management system to: a. Determine whether necessary facilities identified within the City's Capital Improvements Element, including Traffic Circulation, Recreation and Open Space, and Utilities are being constructed in accordance with the schedules in the Comprehensive Plan. b. Update annually existing level-of-service, committed capacity as defined in the Land Development Code, and facility needs prior to and in conjunction with the annual update of the Capital Improvements Element, except that a shorter time frame, daily, monthly, or		X						In item "b" update term annual to annually. Spell out acronyms in items b.3. and b.4.

semi-annually, will be used as appropriate where the level-of-service is near capacity.

The City plat approval process will require that necessary regional and local facilities and services be available concurrent with the impacts of development after the adoption of the concurrency management system through any of the following situations:

1. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.

2. The necessary facilities are under construction at the time a plat approval is issued.

3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a plat approval is issued. Capacity to meet ~~LOS~~ Level-of-Service for sanitary sewer, potable water, drainage and solid waste shall be in place prior to awarding concurrency status for any development order.

4. The necessary road facilities as listed in the first three (3) years of the ~~FDOT~~ Florida Department of Transportation Five-Year Work Program have been included in the

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	Volusia County or City of Ormond Beach annual budget at the time a plat approval is issued. A plan amendment is required to eliminate, defer or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level-of-service standards and which is listed in the five (5)-year schedule of capital improvements. For those parcels that do not require platting, the above steps will be considered at the time of site plan and review. In such cases the words "site plan" will replace "plat approval" wherever it appears above.								
POLICY 1.6.3.	Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.		X						
OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION	**Intergovernmental cooperation and coordination shall be established and maintained in order to plan for and provide the best methods for providing efficient, cost-effective, and environmentally sound public facilities and services.**		X						
POLICY 1.7.1.	Effective administrative and procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy cluster, at a minimum, shall include the following actions:		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	a. The City shall establish formal and informal methods of contact and communication with adjacent and/or affected units of local government concurrent with the initiation of planning for new public facilities or improvements to existing public facilities for the purpose of interjurisdictional coordination in the planning, construction and operation of such facilities, where appropriate. b. Administrative and procedural mechanisms shall be used to more effectively coordinate, plan and provide public facilities and services.								
OBJECTIVE 1.~~1~~8. ORMOND CROSSINGS ACTIVITY CENTER	**The Ormond Crossings Activity Center provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service established in this Comprehensive Plan.**							X	Corrected Objective number from 1.18. to 1.8.
POLICY 1.~~1~~8.1.	The City shall monitor the progress of the development to analyze and where necessary, amend the Capital Improvements Element (CIE) and other related elements to ensure that public infrastructure and facilities are in place to ensure that minimum levels-of-service are maintained at the lowest possible cost to the City. The following is a list of improvements that may be required, as identified in the Ormond Crossings Activity Center Development Agreement. This list is to be used for general planning purposes and provide guidelines to the City. This policy shall not be interpreted to mean that changes to the development plan for the identified improvement cannot occur in the							X	Corrected Policy number from 1.18.1. to 1.8.1. Spell out Capital Improvements Element Hyphenated level-of-service

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	future. Given the potential time needed for this project to reach buildout, changes are to be expected. This policy provides a process and background for future capital planning efforts of the City.								
SCHEDULE OF IMPROVEMENTS	The tables on the following pages of the Capital Improvements Element will be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future. All items listed are consistent with individual Comprehensive Plan Elements. ~~The first part of each table will include the projected improvements for the period between Fiscal Years 2008-09 and 2012-13 in one- (1-) year increments.~~ ~~The table also specifies the type of work that is needed such as addressing an existing deficiency, a projected deficiency, or if the project consists of a repair, renovation or replacement of an existing facility.~~ The Schedule of Improvements are based upon the annual Ormond Beach Capital Improvement Plan and the capital improvements of other organizations such as Volusia County School Board and the Transportation Planning Organization.								Amended to delete date reference. Added sentence regarding the Ormond Beach Capital Improvement Plan.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
MONITORING / EVALUATION	The Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, F.S., the Element must be reviewed every year to ensure that the fiscal resources are available to provide public facilities needed to support adopted ~~LOS~~ Level-of-Service standards. Programs that will be adopted to ensure that the Goals, Objectives and Policies established in the Capital Improvements Element include: a. The Concurrency Management System ~~(described in the Introduction Section)~~. b. Annual review of the ~~CIE~~ Capital Improvements Element. c. Annual review of the City's budget to determine if all capital improvement projects are consistent with all Comprehensive Plan Elements and that the proposed projects will further the Goals, Objectives and Policies of the Comprehensive Plan.								Updated text and spelled out acronyms.

**Note the Schedule of Capital Improvements Element was updated on March 4, 2025 and no changes are proposed.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
~~**Headers/Footers**~~	**INTERGOVERNMENTAL COORDINATION ELEMENT ~~GOALS, OBJECTIVES AND POLICIES~~**							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. COORDINATION	THE CITY SHALL ESTABLISH AND MAINTAIN EFFECTIVE COORDINATION TO ADDRESS MULTI-JURISDICTIONAL ISSUES OF CONCERN AND TO IMPLEMENT THE CITY'S COMPREHENSIVE PLAN.		X						No change
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	**The City shall provide public facilities in a timely and efficient manner, coordinating planning, acquisition, development, funding, and improvements with other governments and agencies to the greatest extent possible.**		X						No change
POLICY 1.1.1.	Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.		X						No change
~~POLICY 1.1.2.~~	~~Effective procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy, at a minimum, shall include the following actions:~~ ~~a. The City shall maintain formal and informal channels of communication with appropriate units of government in order to~~			X					A municipality cannot withhold permitting based on F.S. 166.033.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	~~provide opportunity for interjurisdictional coordination in the planning, construction and operation of new or expanded public facilities.~~ ~~b. The City shall continue to review all Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (DEP) and St. Johns River Water Management District (SJRWMD), permit applications and offer comments to the permitting agency in a timely manner in order to ensure that such permits are consistent with City policy.~~ ~~c. On an ongoing basis, the City shall provide information on Cultural Affairs programs, economic development, public safety, active and passive recreation, transportation, and utilities capital improvement projects with adjacent and/or affected governments and utilities.~~ ~~d. The City shall coordinate with Federal, State, regional and local permitting agencies to ensure that all permits be received by the time of the issuing of a development order.~~								
POLICY 1.1.2~~3~~.	The City shall maximize grant and revenue funds for capital improvement projects.							X	No change to text. Re-number policy.
OBJECTIVE 1.2.	**The City shall coordinate and cooperate with other governmental units and agencies to**		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
COASTAL MANAGEMENT	**effectively and efficiently manage coastal resources.**								
~~POLICY 1.2.1.~~	~~The City shall cooperate with the Volusia Council of Governments (VCOG) to establish and maintain intergovernmental coordination mechanisms as needed for the proper management of coastal resources.~~			X					Proposed to be deleted. Volusia Council of Government was dismembered around 2012.
POLICY 1.2.~~2~~1.	The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities, Volusia County, and Flagler County to determine if coastal resources including the Halifax River, the Tomoka River and its tributaries, the barrier island, and any associated wetlands are being managed in a consistent manner.							X	No change to text. Re-number policy
POLICY 1.2.~~3~~2.	The City shall cooperate as provided for by the Volusia County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries ~~for mosquito impoundments, beach renourishment, hurricane evacuation, provision of public access, providing water dependent use sites, controlling stormwater, reducing wastewater treatment plant discharges into the lagoon, and coordinating efforts to protect designated and other rare species~~.	F.S. 163.3177(h)1.						X	Remove specifics. The city shall coordinate joint planning and management with all agencies that operate within its boundaries, regardless of type of use. Add Volusia to County Home Rule Charter for clarification. Re-number policy

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2.~~4.~~3.	The City shall maintain an intergovernmental coordination mechanism that provides potentially affected municipalities, counties, and agencies opportunities for review and comment of development proposals.							X	No change to text. Re-number policy
POLICY 1.2.45.	The City shall encourage the State and regional permitting agencies to require that a proposed project ~~not~~ be consistent with local government comprehensive plans and land development regulations before issuing a development permit.	F.S. 163.3177(h)2.						X	Remove the word not. Encouragement of consistency to local regulations is the goal of this policy. Re-number policy
POLICY 1.2.~~6.~~ 5	The City, in cooperation with the Florida Department of Environmental Protection ~~DEP~~, shall support the protection of the Tomoka Marsh Aquatic Preserve in accordance with the Florida Department of Environmental Protection ~~DEP~~ Management Plan and the City Comprehensive Plan.							X	Removal of acronyms. Re-number policy Note: https://floridadep.gov/sites/default/files/Tomoka-Marsh-AP-Management-Plan.pdf
POLICY 1.2.~~7.~~ 6	The City shall cooperate with the County in the development and implementation of minimum standards for environmental protection in accordance with the Volusia County Home Rule Charter.							X	No change to text. Re-number policy
POLICY 1.2.~~8.~~ 7	The City shall work cooperatively with Flagler County to ensure responsible development in the upstream portions of the Tomoka River watershed such that the River is not adversely impacted.							X	No change to text. Re-number policy

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2.8~~9~~.	The city shall continue to monitor and implement legislative changes in environmental protection measures.							X	No change to text. Re-number policy Public comment: The city is working with Volusia League of Cities and the Florida League of Cities monitor and provide summaries of state law changes!! This is like putting the fox in the hen house.
POLICY 1.2.~~10~~. 9	On a continuous basis the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the Florida Department of Environmental Protection ~~DEP~~, and the St. Johns River Water Management District. ~~SJRWMD.~~							X	Removal of acronyms. Re-number policy
POLICY 1.2.~~11~~. 10	The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia County, the East Central Florida Regional Planning Council ~~(ECFRPC)~~, the St. Johns River Water Management District ~~SJRWMD~~, the Department of Health ~~and Rehabilitative Services~~, and the Florida Department of Environmental Protection. ~~DEP.~~							X	Language: Department of Health name has changed and no longer includes Rehabilitative Services. Removal of acronyms. Re-number policy
POLICY 1.2.~~12~~. 11	Land use decisions shall be consistent with the natural resource protection policies contained within the East Central Florida Strategic Regional Policy Plan and the State Comprehensive Plan.							X	No change to text. Re-number policy Note: State Comprehensive Plan F.S. Ch 187

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2.~~13.~~ 12	The City shall review proposed development activity for consistency with appropriate ~~portions of resource management protection plans~~ Land Development Code sections and Comprehensive Plan policies addressing the estuaries, beach and dune systems, and the barrier island. ~~The following criteria shall apply in implementation of this policy:~~ ~~a. The City shall forward all development proposals adjacent to the Tomoka River Aquatic Preserve to the DEP for its review and comment.~~ ~~b. The City shall cooperate with State and regional efforts to coordinate management of the Tomoka Marsh Aquatic Preserve, including participation in watershed committees, basin-wide stormwater management planning, and development of best management practices.~~ ~~c. The City shall assist the ECFRPC and the SJRWMD in the protection of regionally significant coastal resources.~~							X	Remove specifics requirements, the shall support the protection of estuaries, beach and dune systems and the barrier island. Florida Department of Environmental Protection reviews development plans for consistency with appropriate resource management protection plans. The City reviews for compliance with the Land Development Code and Comprehensive Plan. Re-number policy.
OJECTIVE 1.3. CONSERVATION	**The City shall, through cooperative programs and intergovernmental coordination, and through membership in various intergovernmental coordination organizations, promote and foster the effective conservation of natural resources.**		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.3.1.	The City, in cooperation with other governments and governmental agencies shall protect the floodplain, and maintain the surface water quality, as well as native aquatic and wetland floral and faunal species diversity of the upper Halifax River, the Tomoka River and its tributaries.		X						No change
POLICY 1.3.2.	The City shall continue to cooperate with State and regional agencies and adjacent local governments in updating information available on floral and faunal species, significant habitat areas, wildlife movement corridors, and existing and necessary protection mechanisms.		X						No change
POLICY 1.3.3.	The City shall, continue to work in partnership with Volusia County on matters related to designated species.		X						No change
POLICY 1.3.4.	Basin-wide management programs shall assure that historic stream courses are not channelized or impeded but retained in their current condition.		X						No change
POLICY 1.3.5.	The City shall support the maintenance of the "Outstanding Florida Waters" status for that portion of the Tomoka River extending from US 1 to US 92.		X						No change
POLICY 1.3.6.	The City shall, in cooperation with local, regional, and State agencies, continue to implement the ~~s~~Stormwater ~~management~~ Master ~~p~~Plan that maintains or improves ambient surface							X	Modified text. The city has already implemented the stormwater master plan and shall continue to do so.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	water quality and protects natural drainage features. ~~(See Utilities Element for criteria).~~								
POLICY 1.3.7.	On a continuous basis, the City shall cooperate with Federal, State, regional, and local agencies to acquire and/or protect unique, environmentally sensitive, or recreationally significant properties.		X						No change
POLICY 1.3.8.	On a continuous basis, the City shall coordinate the identification and protection of significant archeological, historical, and paleontological sites with the appropriate agencies and organization.		X						No change
POLICY 1.3.9.	The City shall continue to cooperate with Federal, State and local agencies to maximize the protection of natural floodplain functions and to improve floodplain information.		X						No change
POLICY 1.3.10.	On a continuous basis, the City shall coordinate and cooperate with adjacent governments and agencies to ensure the protection of wildlife corridors and significant floral and faunal habitats, which extend into contiguous jurisdictions.		X						No change
POLICY 1.3.11.	The City shall coordinate and cooperate with other governments and agencies to preserve air quality when presented with appropriate opportunities.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.3.12.	On a continuous basis, the City shall coordinate and cooperate with State and local governments, the Florida Department of Environmental Protection ~~FDEP~~, and the St. Johns River Water Management District ~~SJRWMD~~ to ensure that mineral extraction sites are reclaimed according to current law and permit requirements.							X	Removal of acronyms and addition of the word State to clarify policy is not solely referencing local governments.
POLICY 1.3.13.	The City shall maintain standards in the Land Development Code for the identification and management of potentially significant cultural, historical, archaeological or paleontological resources.							X	Added word historical for consistency with Cultural and Historical Resources Element.
OBJECTIVE 1.4. ~~RECREATION AND OPEN SPACE~~ PARKS AND RECREATION	**The City shall cooperate and coordinate with adjacent local governments and other public agencies to effectively and efficiently provide acceptable and affordable levels of service standards for municipal parks, recreation and open space facilities.**							X	Language change consistent with updated element title Parks and Recreation.
POLICY 1.4.1.	The City shall cooperate and coordinate with other government agencies to develop waterfront recreation facilities.		X						No change
POLICY 1.4.2.	The City shall continue to encourage Volusia County and the State to provide well-maintained high-quality beach access~~es~~ with adequate parking ~~to serve the park~~.							X	Deleted to serve the park.
POLICY 1.4.3.	On a continuous basis, the City shall encourage Volusia County to maintain and improve existing		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	beach access and provide future access when needed in a manner which does not create a negative impact on Ormond Beach.								
POLICY 1.4.4.	The City shall cooperate with other governments and agencies to provide a safe and effective bicycle facilities network. The following criteria shall apply in implementation of this policy: a. The City shall cooperate with <u>the</u> Florida Department of Transportation ~~(DOT)~~, <u>Florida Department of Environmental Protection</u> ~~DEP~~, ~~VCOG~~, ~~Metropolitan~~ <u>Transportation</u> Planning Organization ~~(MPO)~~, Volusia County, and the School Board to develop an interconnected bicycle facilities network. b. The City shall cooperate with ~~VCOG~~, the School Board, law enforcement agencies, and the <u>Florida Department of Transportation</u> ~~FDOT~~ to promote a bicycle safety program.~~; this shall include a program in the schools and a media information program.~~ c. The City shall maintain the requirements for the provision of bicycle lanes and racks through the Land Development Code.							X	Removal of acronyms. Language update to Transportation Planning Organization no longer MPO and Volusia Council of Government was dismembered in 2012. Removes specific requirements for promoting bicycle safety programs. Florida Department of Transportation and the Transportation Planning Organization continue to implement bicycle safety programs that the City supports. Public comment: These policies we are agreeing to cooperate and actively participate with the League of Cities. Once again I am very concerned with the direction the city is taking with this 2045 Comprehensive Plan update as it will lead the city down a very slippery slope. I cannot stress enough I do not think the 2045 Comprehensive Plan should be any more than is legally mandated by the state a bare bones document. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.4.5.	The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and agencies to develop the most cost-effective services to the public.		X						No change
POLICY 1.4.6.	The City shall work in cooperation with the School Board and the Transportation Planning Organization ~~MPO~~ to develop and implement ~~Bike/Ped~~ Bicycle/Pedestrian School Safety Studies.							X	MPO is now TPO- Transportation Planning Organization removal of acronyms.
POLICY 1.4.7.	The City shall continue to submit grant applications when appropriate and applicable, under programs sponsored by Federal, State, regional governments, and Volusia County (Volusia Forever). ~~the County Land Acquisition Trust Fund.~~							X	Volusia Forever is Volusia County's land acquisition program.
POLICY 1.4.8.	The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.		X						No change
OBJECTIVE 1.5 CULTURAL AND HISTORICAL RESOURCES ~~AFFAIRS~~	**The City shall continue to promote cultural ~~affairs~~ and historical resources through coordination and cooperation with other governments and agencies.**							X	The reference of Cultural Affairs is being amended through the entire Comprehensive Plan to Cultural and Historical Resources consistent with the State Comprehensive Plan

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.5.1.	The City shall continue to identify and pursue outside funding sources when appropriate and applicable, by monitoring the availability of cultural grants and funds on an on-going basis.		X						No change
POLICY 1.5.2.	In cooperation with Volusia County, the City shall ensure that Ormond Beach residents have adequate and acceptable access to a fully-operational public library system.		X						No change
POLICY 1.5.3.	The City shall coordinate with the County Library to maximize public participation.		X						No change
OBJECTIVE 1.6. HOUSING	**The City shall continue to coordinate with the appropriate public agencies to provide affordable housing.**		X						No change
POLICY 1.6.1.	The City shall continue to coordinate with Volusia County, the State of Florida, and the Department of Housing and Urban Development ~~(HUD)~~ to provide Community Development Block Grant funds to eligible persons.							X	Removal of acronym
~~POLICY 1.6.2.~~	~~On an ongoing basis, the City staff shall research and make available to the City Commission, information about all new Federal, State, and local housing assistance programs.~~			X					City staff is not engaging in the research of housing assistance programs.
POLICY 1.6.2~~3~~.	The City shall cooperate with the Florida Department of Children and Families to ensure the availability of adequate sites for group homes or foster care facilities.							X	Added the. Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
~~POLICY 1.6.4.~~	~~The City shall continue to coordinate its housing programs with those of Volusia County and the adjacent municipalities.~~			X					City does not have housing programs. Volusia County provides these programs.
OBJECTIVE 1.7. LAND USE	**The City shall coordinate the review of proposed development activity with adjacent local governments and with State, regional, and local public agencies.**		X						No change
POLICY 1.7.1.	The City shall cooperate with the appropriate local governments and public agencies to promote compact development patterns and to discourage urban sprawl.	Consistent with F.S. 163.3177 (a)2. h.	X						No change
POLICY 1.7.2.	The City shall continue to coordinate with local, State and regional agencies to ensure public infrastructure and facilities will be provided concurrent with the impacts of development as mandated by Florida Statutes.		X						No change
POLICY 1.7.3.	~~The City shall continue to request that State and regional permitting agencies not permit a project unless the development proposal is consistent with the City Comprehensive Plan and Land Development Code.~~			X					If inconsistent with Comprehensive Plan or Land Development Code, the City would be the entity to deny a permit request.
POLICY 1.7.~~4.~~ 3	The City shall actively participate in organizations formed to promote systematic growth and development, including the East Central Florida Regional Planning Council ~~ECFRPC~~, ~~the VCOG~~, the Transportation Planning Organization ~~MPO~~, and Volusia Growth Management Commission, to	Consistent with F.S. 163.3177(a)2 . h.						X	Removal of acronyms and update to Volusia League of Cities, Volusia Council of Governments was dismembered in 2012. Re-number policy. Public comment: These policies we are agreeing to cooperate and actively

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	discourage urban sprawl adjacent to or near the City's urban fringe.								participate with the League of Cities. Once again I am very concerned with the direction the city is taking with this 2045 Comprehensive Plan update as it will lead the city down a very slippery slope. I cannot stress enough I do not think the 2045 Comprehensive Plan should be any more than is legally mandated by the state a bare bones document. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.
POLICY 1.7.~~5.~~ 4	The City shall work cooperatively with Flagler County, adjoining cities, and Volusia County to ensure that development in the upstream portions of the Tomoka River watershed does not adversely impact water quality of the Tomoka River.							X	No change to text. Re-number policy.
~~POLICY 1.7.6.~~	~~The City shall resolve annexation issues through its active participation in the Volusia Growth Management Commission.~~			X					Volusia Growth Management Commission (VGMC) reviews land use changes, and does not review annexations.
OBJECTIVE 1.8. TRAFFIC CIRCULATION	**The City shall continue to coordinate its transportation plans with Federal, State, regional, and local agencies in order to maintain the adopted level-of-service.**		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.8.1.	The City shall continue to coordinate transportation planning and the provision of transportation facilities with the appropriate public agencies to the maximum extent feasible.		X						No change
POLICY 1.8.2.	The City shall continue to coordinate and cooperate with the Federal Aviation Administration ~~FAA~~ and the Florida Department of Transportation ~~FDOT~~ to operate the Ormond Beach Municipal Airport.							X	Removal of acronyms
POLICY 1.8.3.	The City shall coordinate its transportation planning with ~~Volusia County 2035 Long Range Transportation Plan (VCLRTP),~~ the Transportation Planning Organization ~~MPO~~, Volusia County, the Florida Department of Transportation ~~FDOT~~, Votran, ~~VCOG,~~ and other appropriate agencies to the maximum extent feasible.							X	Connect 2045 Long Range Transportation Plan (LRTP) is a plan of/from the Transportation Planning Organization. Coordination should occur with the agency and not the specific document. Removal of acronyms and update to Volusia League of Cities, Volusia Council of Governments was dismembered in 2012. Public comment: Again The League of Cities has been actively involved in promoting the New Green Deal, a comprehensive plan aimed at addressing climate change and economic inequality. How can the city think this is an appropriate agency to work with. AN organization that has its own agenda. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.8.4.	The City shall coordinate proposed transportation Level-of-Service Standards with the Florida Department of Transportation ~~FDOT~~ and adjacent local government jurisdictions.							X	Removal of acronyms
POLICY 1.8.5.	The City shall continue to ~~request~~ support that the County collect and disburse transportation impact fee funds in impact fee zones that are designed to ensure that the payer of the fee is in fact the benefactor of the fee.							X	Volusia County is already doing this and the city supports it.
POLICY 1.8.6.	The City shall develop in association with Votran and the Volusia County ~~Metropolitan~~ Transportation Planning Organization multi-modal strategies that seek to reduce vehicle-miles traveled.							X	Organization is now Transportation Planning Organization (TPO)
~~POLICY 1.8.7.~~	~~Ormond Beach will support proposed TCEAs for road corridors east of Interstate 95 in the adjacent jurisdiction of The City of Daytona Beach when such TCEAs include multi-modal transportation strategies that are complementary to the City's TCEAs.~~			X					Daytona Beach has made decisions on their Transportation Concurrency Exception Areas.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
OBJECTIVE 1.9. UTILITIES	**The City shall coordinate the provision of utilities infrastructure and service with Federal, State, and local agencies.**		X						No change
POLICY 1.9.1.	The City shall coordinate the provision of potable water with Federal, State, and local agencies and develop intergovernmental responses to groundwater problems.		X						No change
POLICY 1.9.2.	The City shall provide raw water to its residents in cooperation with the ~~DEP~~ Florida Department of Environmental Protection, the ~~SJRWMD~~ St. Johns River Water Management District, and Volusia County.							X	Removal of acronyms
POLICY 1.9.3.	The City shall continue to provide solid waste collection in cooperation with ~~DEP~~ the Florida Department of Environmental Protection and Volusia County.							X	Removal of acronyms
POLICY 1.9.4.	The City and the County shall work in cooperation to implement the hazardous waste management program.		X						No change
POLICY 1.9.5.	The City shall coordinate and cooperate with adjacent jurisdictions to participate in basin-wide stormwater management studies for the Halifax River and Tomoka River.		X						No change
POLICY 1.9.6.	The City shall participate in drainage studies for the Halifax River and Tomoka River basins, when available or through direct coordination with affected entities.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
OBJECTIVE 1.10. CONFLICT RESOLUTION	**Maintain and increase the use of intergovernmental planning agencies for discussion and resolution of multi-jurisdictional issues. This objective shall be achieved through the implementation of the policies associated with this objective.**		X						No change
POLICY 1.10.1.	Continue active membership and support of intergovernmental planning agencies to resolve issues and disputes through mechanisms such as ~~VCOG~~, ~~MPO~~ Transportation Planning Organization, ~~VGMC~~ Volusia Growth Management Commission, ~~ECFRPC~~ and the East Central Florida Regional Planning Council ~~and the Florida Growth Management Conflict Resolution Consortium.~~							X	Removal of acronyms and Volusia Council of Governments was dismembered in 2012. Public comment: Again The League of Cities has been actively involved in promoting the New Green Deal, a comprehensive plan aimed at addressing climate change and economic inequality. How can the city think this is an appropriate agency to work with. AN organization that has its own agenda. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.
POLICY 1.10.2.	Support the efforts to plan for the regional management of water resources.							X	No change to text. Correct policy number punctuation.
POLICY 1.10.3.	Work with ~~VGMC~~ the Volusia Growth Management Commission to ensure coordination of all planning activities mandated by the Comprehensive Plan.							X	Removal of acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.10.4.	For comprehensive plan disputes, the City shall use the Volusia Growth Management Commission's dispute resolution process.				X				Added to clarify City's dispute resolution process for Comprehensive Plan amendments consistent with other municipalities in Volusia County
OBJECTIVE 1.11. JOINT PLANNING AREAS	**Identify, implement, and coordinate joint planning areas for annexation and service provision.**	F.S. 163.3177(h)1. a.	X						No change
POLICY 1.11.1.	The City shall provide Volusia County notice, as required by Florida Statutes, of all annexations. ~~will continue to coordinate with the Volusia Council of Governments, VGMC, Volusia County, the Cities of Holly Hill and Daytona Beach, and other jurisdictions when annexations occur.~~							X	Clarify that the City notices Volusia County of annexations, as required by Florida Statutes.
POLICY 1.11.2.	The City will provide a copy of its published or posted notice of annexation, to the Volusia County Council as required by Florida Statutes as amended.		X						No change
POLICY 1.11.3.	The City will continue to provide potable water and sewer service within its identified service boundary areas.		X						No change
POLICY 1.11.4.	The City will continue to coordinate procedures through interlocal agreements with Volusia County and other adjoining jurisdictions, as appropriate, on the review of development orders and guaranteed compliance with the City of		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	Ormond Beach Land Development Code for projects requesting City utility services.								
POLICY 1.11.5.	The City will promote sound growth management by providing city services to contiguous areas before non-contiguous areas.		X						No change
POLICY 1.11.6.	The Interlocal Service Boundary Agreement adopted by the City of Ormond Beach Commission by Ordinance No. 2014-27, and the Volusia County Council by Ordinance 2014-12, is hereby adopted within the ~~c~~Comprehensive ~~p~~Plan by reference, said agreement having been recorded on August 28, 2014, at Book 7026, Pages 87~~8~~6 through 895, of the Public Records of Volusia County, Florida. The Interlocal Service Boundary Agreement ~~and~~ was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.							X	Modified to add the second amendment for the RidgeHaven project and the ISBA renewal. Modified to add extension to 2034.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Intergovernmental Coordination Element, February 18, 2025									
	The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.								
POLICY 1.11.7.	A Municipal Service Area (MSA) is hereby established between the ~~City~~ Ormond Beach and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.							X	Change City to Ormond Beach.
POLICY 1.11.8.	Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. The Interlocal Service Boundary Agreement ~~and as~~ was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the							X	Modified to add the second amendment for the RidgeHaven project and the renewal.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ~~ISBA~~ Interlocal Service Boundary Agreement~~.~~								
POLICY 1.11.9.	The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its Comprehensive Plan to the lands within the Municipal Service Area (MSA) in advance of the annexation of those lands.							X	Added term for MSA- Municipal Service Area
OBJECTIVE 1.12. JOINT PROCESSES FOR COLLABORATIVE PLANNING AND DECISION MAKING	**Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.**		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.12.1.	The City <u>shall utilize population information from the United States Census. In the years where the United States Census is not published, the City shall use the population projections of the University of Florida Bureau of Economic and Business Research.</u> ~~will continue to coordinate with the Volusia County Growth Management Department, the Volusia Council of Governments, the MPO, the University of Florida Bureau of Economic and Business Research, and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the Comprehensive Plan for the City.~~ In addition, the City will use these ~~mutually agreed upon and~~ coordinated population figures in the Comprehensive Plan.							X	The City utilizes the Census and University of Florida Bureau of Economic and Business Research to determine population projections.
POLICY 1.12.2.	City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.		X						No change
POLICY 1.12.3.	The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.12.4.	The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels-of-service.		X						No change
POLICY 1.12.5.	The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City's Stormwater ~~Management~~ Master Plan and ~~the~~ Volusia County's Stormwater Management ~~Plan~~ Program.							X	Modified language consistent with City and County plans/programs.
POLICY 1.12.6.	The Planning Department will coordinate concurrency reviews with the respective City Departments~~, Volusia Council of Governments~~ and any other agencies as deemed appropriate and necessary.							X	Remove specific agency listed.
POLICY 1.12.7.	The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.		X						No change
POLICY 1.12.8.	The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the ~~ECFRPC~~ East Central Florida Regional Planning Council and the Volusia County							X	Removal of acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.								
POLICY 1.12.9.	The City shall forward site plans to Votran in accordance with defined thresholds as stated in the Volusia County Transit Design Guidelines.		X						No change
GOAL 2. JOINT PLANNING PROCESS	**ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF ORMOND BEACH AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATION POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.**	F.S. 163.3177(h)2.	X						No change
OBJECTIVE 2.1. INTERGOVERNMENTAL COORDINATION	**The City of Ormond Beach shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school**		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	facilities and implement school concurrency using consistent supporting data and analysis.								
POLICY 2.1.1.	In cooperation with the School Board, the City of Ormond Beach shall ~~adopt and~~ continue to implement the interlocal agreement as required by Section 1013.33 F.S.~~, which includes procedures for:~~ ~~a. Coordinating and sharing information;~~ ~~b. Educational and ancillary siting procedures;~~ ~~c. Comprehensive Plans and plan amendment review;~~ ~~d. Site design and development plan review;~~ ~~e. Joint development of schools, parks and other uses;~~ ~~f. School concurrency implementation;~~ ~~g. Implementation and amendments; and~~ h. ~~Resolution of disputes.~~							X	Remove specific requirements. City has adopted interlocal agreement with school board and shall continue to implement as required by F.S. 1013.33
POLICY 2.1.2.	In accordance with the schedule established in the interlocal agreement, the City of Ormond Beach shall continue to send a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. ~~Data shall include but not be limited to:~~ ~~a. Capital budgets for each jurisdiction;~~							X	Remove specifics requirements. Volusia County School Board hosts bi annual technical committee to review student enrollment and population growth.

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			Keep	Delete	New	Replace	Move	Modify	
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	~~b. School Board five-year facilities work program;~~ ~~c. School Board educational plant survey (every fifth year);~~ ~~d. Volusia County five-year road improvement program;~~ ~~e. Anticipated new development, infill development and redevelopment; and~~ f. ~~Student enrollment and school utilization including portable classroom assignments.~~								
~~POLICY 2.1.3.~~	~~The City of Ormond Beach shall provide the School Board with a copy of each Planning Board and Council/Commission agenda.~~			X					The City provides the school board with school concurrency applications for residential developments and monthly development reports.
POLICY 2.1.~~4.~~3.	The City of Ormond Beach and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.							X	No change to text. Re-number policy
POLICY 2.1.~~5.~~ 4	The City of Ormond Beach shall continue to implement school concurrency and Section 206 of the Volusia County Charter.~~ no later than February 1, 2008~~.							X	Remove date reference. Re-number policy
~~POLICY 2.1.6.~~	~~The City of Ormond Beach shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet~~			X					The School board is required to notice to adjacent jurisdictions for residential developments through their concurrency review process

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	~~concurrency requirements for proposed residential development.~~								
OBJECTIVE 2.2. MONITORING AND EVALUATION	**The City of Ormond Beach shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the Comprehensive Plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.**		X						No change
POLICY 2.2.1.	In accordance with the interlocal agreement but no less than once per year, the City of Ormond Beach shall submit a report to the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board finds that implementation of the plan or interlocal agreement is not occurring, the School Board shall make recommendations to the City of Ormond Beach of steps necessary to achieve successful implementation.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 2.2.2.	For each Comprehensive Plan amendment reviewed by the Volusia Growth Management Commission ~~(VGMC)~~, the City of Ormond Beach shall identify in the ~~VGMC~~ Volusia Growth Management Commission application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.							X	Removal of acronyms
POLICY 2.2.3.	The City of Ormond Beach shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
~~**Headers/Footers**~~	**CULTURAL AND HISTORICAL RESOURCES ELEMENT** ~~**GOALS, OBJECTIVES AND POLICIES**~~							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. CULTURAL ACTIVITIES AND HISTORICAL RESOURCES	THE CITY SHALL MAINTAIN A BALANCE OF CULTURAL ACTIVITIES AND HISTORICAL RESOURCES APPROPRIATE TO RESIDENTS OF ALL AGES, NATIONAL ORIGINS, AND ECONOMIC LEVELS.							X	Update language consistent with Element title.
OBJECTIVE 1.1. ACCESS AND DEVELOPMENT	The City shall maintain and improve access to its ~~historic and~~ cultural and historical resources and encourage the development of cultural programs of State and regional excellence.							X	Update language.
POLICY 1.1.1.	The ~~Leisure Services~~ Parks and Recreation Department shall serve as a community arts agency to provide a mechanism for social and leisure interaction and awareness in the community. The Department shall organize, schedule, coordinate, promote and supervise cultural and historical civic activities such as a concert series, a community arts outreach program, continuing exhibits by local and ~~-~~regional-national artists and other special events utilizing City and other public facilities.							X	Update language. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.1.2.	The City's cultural and historical activities and programs shall be determined through a continuous assessment of community needs, as identified through surveys, citizen responses, civic interaction, and population growth in conjunction with the Parks and Recreation Element Policy 1.1.~~9~~5.							X	The referenced policy number should be 1.1.5 instead of 1.1.9. based on proposed changes to Parks and Recreation Element. Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.1.3.	The appropriate City advisory boards shall continue to provide advice and make recommendations on matters related to cultural and historical resources and activities, per the criteria in the City's Land Development Code.							X	Update language.
~~POLICY 1.1.4.~~	~~The Leisure Services Department shall report the needs for building and grounds maintenance to the Chief Building Official and Facilities Maintenance Manager~~, ~~respectively, to ensure orderly and responsible maintenance and conduct of facilities.~~			X					Proposed to be deleted. The Leisure Services Department is in charge of building and grounds maintenance and no longer reports to the Chief Building Official or Facilities Maintenance Manager.
POLICY 1.1.4~~5~~.	The Parks and Recreation Department shall prepare and submit, in April of each year, an annual report, as part of the budget process, which ~~that~~ describes the status of cultural and historical affairs in the City. The report shall assess the general needs of the population, evaluate the City's cultural and historical activities and programs, assess interdepartmental and intergovernmental areas of concern, and assess the condition of cultural and historical facilities. The annual report shall include recommendations for specific program changes, budgetary needs, and schedule of events.							X	Added text to clarify the Parks and Recreation Department and when the annual report is done. Update. Re-number as needed.
OBJECTIVE 1.2. MAINTENANCE	The City shall continue to maintain and improve cultural and historical facilities to prevent deterioration and to maintain the aesthetic qualities of the community.							X	Update language.
~~POLICY 1.2.1.~~	~~The Rockefeller Gardens Park shall be restored to its "Rockefeller Era" condition. Plans for the development of this Park have been programmed as part of the 2009-2014 5-year Capital Improvements Program.~~			X					This implementation policy has been completed. No longer needed.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.2.~~2~~1.	The City will encourage private entities to create, maintain, and promote a new Birthplace of Speed Museum exhibit.							X	City Commission direction to keep this policy at the February 4, 2025, workshop.
POLICY 1.2.~~3~~2.	The Ames House, cottage and grounds shall continue to be maintained by the City and used by the City~~'s Legal Department~~. The grounds shall continue to be available for use by civic groups and residents.							X	Remove references specifically to city department. Re-number as needed. HLPB 12/16/24 discussion to add "by the City"
POLICY 1.2.43.	The Bailey-Riverbridge Gardens Park shall continue to be maintained to prevent deterioration and to ensure public access and shall continue to be available for use by civic groups and residents.							X	No change to text. Re-number as needed.
POLICY 1.2.~~5~~4.	The Indian Mound Park site shall be maintained as a historical resource. ~~developed with amenities onsite such as an interpretation center that explains the history of Indians in the area and displays certain related artifacts.~~ No playground or other non-archaeological facilities shall be permitted on the site.							X	Updated language. Re-number as needed.
POLICY 1.2.~~6~~5.	The building and landscaping at the Senior Center/Performing Arts Center shall continue to be properly maintained.							X	No change to text. Re-number as needed.
POLICY 1.2.6.	The building and landscaping at the Stout-MacDonald House shall continue to be properly maintained.				X				HLPB 12/16/24 discussion to include maintenance of the Stout-MacDonald House
POLICY 1.2.7.	The Quality of Life Board, the Public Works Department and the ~~Leisure Services~~ Parks and Recreation Department shall annually evaluate conditions at the City's parks, recreation, and cultural facilities to ensure that the landscaping of such facilities							X	The referenced policy number should be the Parks and Recreation Element Objective 1.2. instead of Policy 1.1.9. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Cultural and Historical Resources Element, February 18, 2025									
	~~are~~ is maintained in good condition and are aesthetically pleasing (pursuant to the Parks and Recreation Element Objective 1.2. ~~Recreation Policy 1.1.9~~).								
POLICY 1.2.8.	The Ormond Memorial Art Museum and Gardens shall continue to be properly maintained and operated ~~by the City so as to promote and encourage outstanding Florida Artists~~ in accordance with a partnership between the City of Ormond Beach and the Ormond Memorial Art Museum, Inc., a Florida 501(c)(3) corporation. ~~The following criteria shall apply in implementation of this policy~~ The responsibilities of each party are detailed in the service agreement, and must include the following criteria: a. ~~The Museum's Malcolm Fraser Art Exhibit shall be properly maintained and available to the public free of an admission charge.~~ Due to the public-private partnership as it relates to administration and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations. b. ~~The Ormond War Memorial Art Gallery Corporation is encouraged to continue functioning as an operating body to manage and direct the museum with responsibilities to publish newsletters, coordinate volunteer groups, curate exhibitions, grant writing, fund-raising, and outreach public relations projects with school and civic related groups.~~ The Ormond Memorial Art Museum, Inc. will function as the operating body of the Art Museum and Gardens. The Ormond Memorial Art Museum and Gardens are responsible							X	Updated language consistent with the agreement.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	for administering professional programs and exhibitions. c. ~~Due to the public-private partnership as it relates to administrations and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations.~~ The Malcolm Fraser Collection shall be properly maintained and exhibited to the public.								
POLICY 1.2.9.	The ~~Leisure Services~~ Parks and Recreation Department and the Quality of Life Board will periodically consider creating an Art in Public Places Program.~~, which may require that one (1%) percent of the value of all new industrial and commercial structures over $500,000 or new public buildings be required to provide onsite art amenities for review by the Quality of Life Board and approval by the City Commission~~.							X	Removal of specific requirements. Program implementation will provide specifics. HLPB Discussion Item: see attached minutes. Discussion item resident comment: If the city does not have an Art in Public Places Program why are we dictating a formula to charge private business and industry to fund? Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
OBJECTIVE 1.3. FACILITIES AND PROGRAMS	The City shall develop fiscally sound cultural and historical facilities and programs.		X						No change
POLICY 1.3.1.	The City shall maintain the Friends of the Performing Arts Center, Friends of Recreation, and other foundations for the purpose of receiving and dispensing funds donated from various sources. This foundation shall be a City-sponsored, private, non-profit							X	No change to text. Remove extra space in 501(c)(3). Discussion item resident comment: Nonprofits or other foundations the city works with the city does not keep financial records. To find the information it needs to

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	corporation US Code Title 26, 501(c-)(3) as registered with the State of Florida, Department of Agriculture and Consumer Services. By so doing, the City is eligible for receiving tax-deductible contributions and certain grants that are usually available only to non-profit organizations.								be requested form the nonprofit/ foundation, On September 13th I requested via a FOIA request the list of nonprofits the city deals with as of yesterday October 28th I am still waiting for a response. How can this policy as written be allowed in the comp plan? I recommend it be deleted. City Commission workshop (02.04.2025) – add Friends of Recreation.
POLICY 1.3.2.	The City shall continue to work with the ~~Florida Department of State~~ Florida Division of Arts and Culture for ~~Florida Endowment Arts Fund~~ Cultural Endowment Program monies for the purpose of establishing a City investment fund to generate interest income to offset operating expenses.							X	State has changed name of program to Cultural Endowment Program which is through the Florida Division of Arts and Culture
POLICY 1.3.3.	The City shall continue to financially support the cultural activities and programs offered by the ~~Leisure Services~~ Parks and Recreation Department.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.3.4.	The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of cultural and historical grants and funds. Applications shall be submitted in a timely manner to ensure procurement and proper outside agency review.							X	Update language.
POLICY 1.3.5.	A user fee system shall continue to be an integral and vital component of the overall funding mechanism for cultural and historical programs and events. The following criteria shall apply in implementation of this policy:							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	a. The fee shall be reasonably established and shall not restrict access on the basis of affordability. b. The City shall periodically review the fee structures of other local government jurisdictions as a basis for determining the equity of the fee structure. c. Reasonable fees shall be established for the use of all City facilities based on the type of event, the particular facility and the expected number of people of attending. d. Fees shall be established, as necessary, for cultural programs such as dance, ballet, arts and crafts but shall not be established for admission into the Ormond Memorial Art Museum's Malcolm Fraser Art Exhibit. e. The fee schedule shall be reviewed and updated on an annual basis.								
OBJECTIVE 1.4. SENIOR PROGRAMS AND FACILITES	The City shall ~~operate~~ continue to facilitate a senior citizen program and maintain a senior center facility that offers a diversity of activities and events to meet the full range of user interests.							X	Update language because the Council on Aging runs the program.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.4.1.	The City, through the ~~Leisure Services~~ Parks and Recreation Department, shall provide services designed to increase community involvement and to improve ~~employment~~ cultural, historical, and recreational opportunities for the elderly.							X	Updated language because the City does not provide employment opportunities for the elderly. HLPB discussion item. Discussion item resident comment: Should not the purpose of the Leisure Services department be leisure not finding the elderly employment opportunities? I find this policy needs to be modified or better yet deleted. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
~~POLICY 1.4.2.~~	~~The City shall, in cooperation with the Volusia County School Board, support efforts to increase the participation of the elderly in education and social service programs serving children.~~			X					Proposed to be deleted, the Volusia County School Board is responsible for this effort and the council on aging runs the senior program. HLPB discussion item. Discussion item resident comment: Again why is the cultural and historical element of this plan going to work with the Volusia County School Board to increase the participation of the elderly or social service programs serving children ? As a member of the Special populations as defined above I find this policy in great need of modification or better yet be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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~~POLICY 1.4.3.~~	~~The City shall continue to study the need and availability of adequate transportation for the elderly to facilitate participation in senior activities and events and to ensure adequate accessibility.~~			X					The City does not provide transportation for senior activities. Transportation needs are handled by Votran or Council on Aging.
POLICY 1.4.2~~4~~.	The Senior Center shall ~~offer~~ facilitate support services for the elderly that provide mechanisms for achieving maximum self-sufficiency, self-support and personal independence.							X	Updated because the Council on Aging provides the programs and the City facilitates. Renumber
POLICY 1.4.3~~5~~.	The City shall ~~offer~~ facilitate an active participation program for seniors, to include theatre productions, concerts, dancing, and arts and crafts.							X	Updated because the Council on Aging provides the programs and the City facilitates. Renumber
OBJECTIVE 1.5. SPECIAL EVENTS	The City shall support special events such as street fairs, festivals, performances, special audience programs (Very Special Arts), and art exhibits in developing a leisure time policy for use of recreation facilities to ensure a balanced recreation program that highlights the cultural and historical tradition of the City and supports the activity preferences of ethnic and racial groups by exposing the public to the music and art of different eras of time and of different folk cultures.							X	Update language.
POLICY 1.5.1.	The City shall consider, but not limit itself to, Special events including a downtown area festival, neighborhood festivals and other art festivals. The City shall ~~also consider~~ continue sponsoring and providing fireworks at the 4th of July festival.							X	Update language. HLPB Discussion Item: City Commission is already sponsoring the 4th of July festival.
OBJECTIVE 1.6.	The City will cooperate and coordinate with other local, State and Federal governments to ensure that cultural and historical services are available to City residents.							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
INTERGOVERN-MENTAL COORDINATION									
POLICY 1.6.1.	Coordination shall be maintained with the State in the development of a strategy for the construction of arts facilities based on a City assessment of needs and capabilities. This shall be accomplished with the City assessment pursuant to the Parks and Recreation Element Policy 1.1.~~9~~5. The following minimum criteria and procedures shall be adhered to in the implementation of this policy: a. Maintain an inventory of existing facilities, to include stage size, seating capacity, and display areas, which currently provide access to cultural activities. b. Develop criteria and procedures for evaluating and determining the locations, extent, and types of public need for additional facilities to provide public access to cultural activities and performances. c. Develop a strategy to encourage the renovation of existing facilities which show potential for future use in providing increased public access to cultural activities; and the construction of new facilities, as determined by need, which will provide additional public access to cultural activities. d. Develop a strategy for the identification and/or establishment of financial mechanisms necessary for the construction of arts and cultural activities.							X	Minor update to referenced policy number.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	e. Develop a strategic plan based on the adopted Parks and Recreation Master Plan Study as it relates to cultural and historical services events, programs, and classes.								
POLICY 1.6.2.	The City shall strive to expand and strengthen organizational ties with outside agencies and the private sector. Increased emphasis shall be placed on financial support from the general public and the private sector to assist in the provision of increased cultural and historical opportunities in the region, so as to accomplish: a. An increased frequency of cultural and historical events; b. A reduction in participatory costs or greater availability of scholarships so that cultural and historical events are economically accessible to the region's population; and c. Enhanced identification, preservation and use of historical properties and resources.							X	Update language.
OBJECTIVE 1.7. HISTORICAL RESOURCES	Historical resources listed on, or eligible for listing on the Florida Master Site File, or *National Register of Historic Places* shall be taken into consideration in development projects, with such programs and activities being implemented in a manner sufficient to protect and ensure the protection and preservation of historical and archaeological resources.							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.7.1.	Additions or modifications to historical resources shall ensure that the architectural form, qualities and integrity of those resources be protected, preserved, and enhanced as possible. If the additions or alterations are ever removed, the essential form and integrity of the historic structure will be unimpaired.							X	Update language.
POLICY 1.7.2.	The historic property shall be used for purposes that are the same as, or compatible with, the original uses(s), or as adaptive reuse in order to preserve and maintain the integrity of the original structure.		X						No change. Note: historic reference not modified as it relates to a specific designated property on Historic Landmarks List.
POLICY 1.7.3.	The identification and evaluation of adverse impacts on historical sites, structures or properties include assessments of, but are not limited to: a. The visual continuity of the historical resource's immediate surroundings; b. The degree of compatibility between the historical resource and proposed land uses in the immediate vicinity; c. The maintenance of a historical resource with other ancillary or supporting structures and appurtenances such as fences, walkways, outbuildings, plants and trees which might be an important part of the entity's history, function, or purpose; d. The maintenance of the relative prominence of a historical resource in terms of height, accessibility, view distance and linear distance from other buildings and structures; and							X	Updated language for name of Florida Division of Historical Resources. Update language consistent with Element title.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
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	e. Prior to the approval for a development or project, a determination of the effects on any historical resource that is included in or eligible for inclusion in the *National Register of Historic Places* and locally designated landmarks and districts shall be made, with consultations being undertaken with the Florida Division of Historical Resources, as required by the Land Development Code.								
POLICY 1.7.4.	If a historical resource is to be demolished, destroyed, or substantially altered in a way which adversely affects the character, form, integrity, or other qualities which contribute to its historical, architectural, or archaeological values, timely actions developed in consultation with the Florida Division of Historical Resources shall be taken to determine that no feasible and prudent alternative to the proposed demolition, destruction, or alteration exists.							X	Updated language
POLICY 1.7.5.	In situations where no such practicable alternative is determined to exist, timely actions shall be taken either to avoid or mitigate the adverse impacts, or to undertake an appropriate archaeological salvage excavation, data recording, or other appropriate actions to document the resource as it existed prior to destruction or alteration.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.7.6.	The City shall exercise caution to assure that any historical and archaeological resources within its control are not inadvertently transferred, sold, demolished, destroyed, substantially altered, or allowed to deteriorate significantly.							X	Updated language
POLICY 1.7.7.	Based on recommendations of the Florida Division of Historical Resources staff, special field surveys of historical and archaeological resources will be required to identify the extent of potential endangerment resulting from the proposed projects. a. A determination of need for such surveys shall be made by the Florida Division of Historical Resources and City staff. b. The design and procedures of such surveys and mitigative measures shall be developed in consultation with the Florida Division of Historical Resources and the City's Historic Landmark Preservation Board. c. New information on previously unrecorded historical resources shall be transmitted to the Florida Division of Historical Resources.							X	Updated language

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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POLICY 1.7.8.	Following the discovery of unknown archaeological or historical resources or remains, the Florida Division of Historical Resources shall be immediately notified and development activities shall be stopped until a professional archaeologist determines an appropriate area that should be protected and the discovery can be investigated and determined as to its significance or lack thereof.							X	Updated language.
POLICY 1.7.9.	Chapter 872, Florida Statutes, shall be implemented upon discovering burial sites or human remains during development activities.		X						No change.
POLICY 1.7.10.	Methods of rehabilitation and public accessibility to historical resources shall be developed in consultation with the Florida Division of Historical Resources, with emphasis being placed on public access, interpretative programs, and exhibits designed to increase public awareness, understanding and enjoyment of historical resources.							X	Updated language.
POLICY 1.7.11.	The identification and evaluation of adverse impacts on archaeological sites or areas from adjacent land uses include assessments of, but are not limited to: a. The effects of proposed land uses in the immediate vicinity of the archaeological resource in terms of its continued existence and maintenance or integrity; and b. The relationship, role, and function of the archaeological resource to the surrounding land uses and activities, which based on applicable standards, are designed as either:		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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	"Desirable" which includes: protection of its intrinsic value as an archaeological resource; incorporation into a harmonious development pattern; adequate protection while providing for public access and information about the archaeological resource; incorporation in site development plans as green space; conservation area, passive recreational area, or other land uses which do not disturb the ground; or "Undesirable" which includes: destruction, damage, or diminishment resulting from land modification and site development activities; purposeful looting and vandalism; incompatible land uses and activities resulting in changes in surface water or groundwater levels due to drainage modifications or groundwater chemistry due to the introduction of pollutants.								
POLICY 1.7.12.	Efforts shall be made to promote increased public awareness of and access to an expanded variety of cultural programs and historical resource appreciation activities in the City.		X						No change.
POLICY 1.7.13.	Archaeological and Historical resources shall be protected from vandalism and destruction. ~~Adherence to this policy, at a minimum, will require the following actions:~~ ~~a. Continued anonymity of the exact locations of archaeological resources in remote locations or situations where adequate site protection or security would be difficult to provide.~~							X	Update language. Remove specific language of how resources should be protected. Comp Plan should be broad policies

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	~~b. Enhanced site security and property protection systems and procedures shall be utilized as needed.~~ c. ~~Preparation and dissemination of increased levels of public information on the extent of vandalism and theft in terms of losses of historic resources, diminished usage, and the public costs of repair and replacement, with the information being disseminated via posters, television and radio public service announcements, news releases, and information to interested organizations.~~								
POLICY 1.7.14.	Old King's Road is a significant historic resource which shall be recognized and interpreted for the benefit of the citizens.		X						No change. Note: historic reference not modified as it relates to a specific resource.
GOAL 2. HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES	CONSISTENT WITH THE FUTURE LAND USE, HOUSING, CULTURAL ~~AFFAIRS~~ AND HISTORICAL RESOURCES, AND ~~RECREATION AND OPEN SPACE~~ PARKS AND RECREATION ELEMENTS, THE CITY SHALL PROTECT AND PRESERVE HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES.							X	Update language.
OBJECTIVE 2.1. HISTORIC OVERLAY DISTRICT	The City shall consider the creation of additional historic overlay districts to protect significant historic areas.							X	HLPB discussion item to add the word additional. Note: historic reference not modified as it relates to a specific overlay district.
POLICY 2.1.1.	District Regulations contained in Chapter 3, Article VI of the Land Development Code shall be maintained and periodically reviewed in order to protect the character of existing properties and to prevent negative impacts from new development.		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 2.1.2.	The Planning Department shall perform a detailed survey to identify the predominant architectural features, colors, and materials of any area targeted for the designation.		X						No change.
POLICY 2.1.3.	A setback policy shall be maintained for those properties located on the west side of North and South Beach Street which shall not be less than the average building setback of all existing single-family dwelling units within 300 feet of either side of the proposed single-family dwelling unit.		X						No change.
POLICY 2.1.4.	The City shall consider the addition of streetscape elements such as pavers, street lamps, street signs, and historical markers, that would project a common theme for each historic district.		X						No change. Note: historic reference not modified as it relates to a specific overlay district.
POLICY 2.1.5.	The City shall consider, ~~on an ongoing basis~~ when supported by property owners in the area, the feasibility of historic districts in other areas of the City.							X	Update language with support of property owners. Note: historic reference not modified as it relates to a specific overlay district.
OBJECTIVE 2.2. PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES	Development activities shall protect significant historical, archaeological, and paleontological resources to the extent practicable and in the public interest. When no other practicable alternative exists to the proposed development activity, appropriate management and mitigation plans shall be prepared and implemented by the applicant for such development activity.							X	Update language.
POLICY 2.2.1.	Coordination shall be maintained with the Florida Division of Historical Resources, for review of development activities in potentially significant historical, archaeological, and paleontological areas. If							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	the State determines that an area is potentially significant, an archaeological or historical survey shall be prepared by the applicant prior to development approval and in accordance with criteria established and recommended by the Florida Division of Historical Resources.								
POLICY 2.2.2.	All capital improvement projects shall be devised and implemented in a manner sufficient to protect and preserve significant historical, archaeological, and paleontological resources.							X	Update language.
POLICY 2.2.3.	The City shall maintain and periodically review the standards, regulations, and guidelines for the protection of historical, archaeological, and paleontological resources contained within the Land Development Code.							X	Update language.
POLICY 2.2.4.	Implement historical preservation regulations in support of the Historic Landmark Preservation Board in accordance with the Historic Districts and Landmarks section of the City's Land Development Code.							X	Update language
POLICY 2.2.5.	Work with the State to continuously update the existing Florida Master Site File information as appropriate. Said update, as is economically feasible, may be undertaken in its entirety, or in increments in accordance with applicable grant application cycles.							X	HLPB discussion item: Master site file information shall continue to be updated.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
~~**Headers/Footers**~~	**PUBLIC SCHOOL FACILITIES ELEMENT** ~~**GOALS, OBJECTIVES AND POLICIES**~~							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. COLLABORATION	**COLLABORATE AND COORDINATE WITH THE SCHOOL BOARD OF VOLUSIA COUNTY TO PROVIDE AND MAINTAIN A PUBLIC EDUCATION SYSTEM WHICH MEETS THE NEEDS OF VOLUSIA COUNTY'S CURRENT AND FUTURE POPULATION.**		X						
OBJECTIVE 1.1. COORDINATION AND CONSISTENCY	**The City of Ormond Beach shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.**		X						
POLICY 1.1.1.	Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Ormond Beach shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Ormond Beach are based on consistent data.		X						
POLICY 1.1.2.	The City of Ormond Beach shall provide the representative of the School Board with copies of all meeting agendas and staff reports.		X						
POLICY 1.1.3.	The City of Ormond Beach shall meet at least annually with representatives from the School ~~District~~ Board and the other local governments in Volusia County to review the Public School Facilities Element, including enrollment projects.							X	Replace District with Board.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.								
OBJECTIVE 1.2. SCHOOL FACILITY SITING AND AVAILABILITY	**The City of Ormond Beach shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the ~~c~~ Comprehensive ~~p~~ Plan.**							X	Capitalized "Comprehensive Plan"
POLICY 1.2.1.	The City of Ormond Beach shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the ~~c~~ Comprehensive ~~p~~ Plan. Schools shall be permitted in all future land use classifications except for the Industrial, Recreation/Open Space, and Open Space/Conservation land use classifications.							X	Capitalized "Comprehensive Plan"
POLICY 1.2.2.	Coordination of the location, acquisition, phasing, and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.							X	Corrected punctuation - added comma after "phasing"
POLICY 1.2.3.	The City of Ormond Beach and the School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing,							X	Add word the

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	operating and maintaining the required improvements.								
POLICY 1.2.4.	The City of Ormond Beach shall encourage the School Board to land bank sites for future use as school facilities. The City of Ormond Beach shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.		X						
POLICY 1.2.5.	The City of Ormond Beach shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School ~~District~~ Board with the opportunity to participate in the review process for all proposed development adjacent to schools.							X	Replace District with Board.
POLICY 1.2.6.	In developing capital improvements plans and programs for public services, the City of Ormond Beach shall consider required infrastructure to service existing and proposed schools and any land banked school sites.		X						
OBJECTIVE 1.3. ENHANCE COMMUNITY DESIGN	**The City of Ormond Beach shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities that serve as community focal points and are compatible with surrounding land uses.**							X	Add “that”.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 1.3.1.	The City of Ormond Beach shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.		X						
POLICY 1.3.2.	The City of Ormond Beach shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.		X						
POLICY 1.3.3.	The City of Ormond Beach shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the Comprehensive Plan's Schedule of Capital Improvements and when planning and designing new or renovating existing~~,~~ community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Ormond Beach specifying operating procedures and maintenance and operating responsibilities.							X	Removed "," between existing and community.
POLICY 1.3.4.	The City of Ormond Beach shall reduce hazardous walking conditions consistent with Florida's Safe Ways to School Program. In conjunction with the School Board, the City of Ormond Beach shall implement the following strategies: 1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools, and shall connect to the neighborhood's pedestrian network.							X	Update Metropolitan to Transportation for naming consistency.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school. 3. In order to ensure continuous pedestrian access to public schools, the City of Ormond Beach shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes. 4. The City of Ormond Beach shall coordinate with the ~~Metropolitan~~ Transportation Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.								
POLICY 1.3.5.	The City of Ormond Beach and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.							X	Add word the.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
OBJECTIVE 1.4. COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY	**Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School ~~District~~ Board.**							X	Replace District with Board.
POLICY 1.4.1.	The City of Ormond Beach shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of ~~c~~ Comprehensive ~~p~~ Plan amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.							X	Capitalized "Comprehensive Plan"
POLICY 1.4.2.	Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.		X						
POLICY 1.4.3.	Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Ormond Beach shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
	adequate mitigation to offset the inadequacies in anticipated school capacity.								
GOAL 2. IMPLEMENT PUBLIC SCHOOL CONCURRENCY	**THE CITY OF ORMOND BEACH SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL-OF-SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL ~~DISTRICT~~ BOARD'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY OF ORMOND BEACH'S AUTHORITY FOR LAND USE, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF ORMOND BEACH SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER, ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.**							X	Replace District with Board. Hyphenated "LEVEL-OF-SERVICE"
OBJECTIVE 2.1. LEVEL-OF-SERVICE STANDARDS	**The City of Ormond Beach, through coordinated planning with the School ~~District~~ Board and implementation of its concurrency**							X	Replace District with Board Hyphenated "level-of-service" in Objective title and text.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.								
POLICY 2.1.1.	The level-of-service ~~(LOS)~~ standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.							X	Removed acronym.

<table>
<tr><th rowspan="2">Goals, Objectives, Policies</th><th></th><th colspan="6">Recommended Action</th><th></th></tr>
<tr><th>FL Statute Citation</th><th>Keep</th><th>Delete</th><th>New</th><th>Replace</th><th>Move</th><th>Modify</th><th>Explanation/Modification</th></tr>
<tr><td colspan="9">Public School Facilities Element – February 18, 2025</td></tr>
<tr><td>POLICY 2.1.2.</td><td>Consistent with the interlocal agreement, the uniform, district-wide, level-of-service standards are set as follows using Florida Inventory of School Houses (FISH) capacity based on the traditional school calendar:
1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area;
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area;
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area;
4. High Schools: 120% of permanent FISH capacity for the concurrency service area; and
5. Special Purpose Schools: 100% of permanent FISH capacity.</td><td></td><td></td><td></td><td></td><td></td><td></td><td>X</td><td>Defined FISH - Florida Inventory of School Houses

Corrected punctuation; added comma after “district-wide”</td></tr>
<tr><td>~~POLICY 2.1.3.~~</td><td>~~The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit for the date noted in the table.~~
<table><tr><th>~~School~~</th><th>~~LOS~~</th><th>~~DATE~~</th></tr><tr><td>~~Orange City Elementary~~</td><td>~~117%~~</td><td>~~July 1, 2012~~</td></tr><tr><td>~~Horizon Elementary~~</td><td>~~158%~~</td><td>~~July 1, 2012~~</td></tr><tr><td>~~Freedom Elementary~~</td><td>~~126%~~</td><td>~~July 1, 2012~~</td></tr><tr><td>~~Osceola Elementary~~</td><td>~~117%~~</td><td>~~July 1, 2012~~</td></tr><tr><td>~~Ortona Elementary~~</td><td>~~150%~~</td><td>~~July 1, 2012~~</td></tr></table></td><td></td><td></td><td>X</td><td></td><td></td><td></td><td></td><td>Delete as this policy has been achieved.</td></tr>
</table>

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	~~Ormond Beach Elementary~~ ~~116%~~ ~~July 1, 2012~~ ~~Southwestern Middle~~ ~~120%~~ ~~July 1. 2013~~ ~~New Smyrna Beach Middle~~ ~~122%~~ ~~July 1, 2014~~ ~~(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)~~								
~~POLICY 2.1.4 .~~ POLICY 2.1.3.	The following schools shall be considered constrained schools at the designated level-of-service ~~LOS~~ due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity. **School** — **~~LOS~~ Level-of-Service** ~~Burns Oak Hill Elementary~~ ~~115%~~ Coronado Elementary 115% ~~Samsula Elementary~~ ~~165%~~ Source: Volusia County Interlocal Agreement							X	Delete Burns Oak Hill Elementary and Samsula Elementary as these have become charter schools. Spell out level-of-service. Update policy numbering. POLICY 2.1.3.
~~POLICY 2.1.5~~ POLICY 2.1.4.	The City of Ormond Beach and the School Board recognize and agree that short-term changes in							X	Replace the District with Board. Added word the.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Public School Facilities Element – February 18, 2025									
	enrollment, unrelated to new development approvals, can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School ~~District~~ Board's constitutional obligations regardless of the utilization levels at the assigned school.								Update policy numbering. POLICY 2.1.4.
~~POLICY 2.1.6~~ POLICY 2.1.5.	If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's Comprehensive Plan. The amended level-of-service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the amended level-of-service standard is financially feasible and can be achieved and maintained within the facilities five year work plan. ~~five years of the capital facilities plan.~~							X	Updated language to be consistent with Volusia County School Board language. Update policy numbering. POLICY 2.1.5. Hyphenated "level-of-service"
OBJECTIVE 2.2. SCHOOL CONCURRENCY SERVICE AREAS	**The City of Ormond Beach shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level-of-service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.**							X	Hyphenated level-of-service
POLICY 2.2.1.	The concurrency service area for elementary schools shall be the elementary school attendance		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.								
POLICY 2.2.2.	The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.		X						
POLICY 2.2.3.	The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference. ~~(Note: no K-8 schools have been established at this time.)~~							X	Proposed to delete language that is not applicable per discussions with the Volusia County School Board staff.
POLICY 2.2.4.	The concurrency service area for high schools shall be as represented on the map series "Public School Facilities Element High School Concurrency Service Areas", adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.		X						
POLICY 2.2.5.	The concurrency service area for special use schools shall be district wide.		X						
POLICY 2.2.6.	The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.2.7.	Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria: 1. Adopted level-of-service standards shall not exceed the level-of-service standard within the initial five-year planning period. 2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.							X	Hyphenated level-of-service.
POLICY 2.2.8.	Within the central concurrency service areas, all current and future students shall be assigned to schools designated for them as part of the School ~~District~~ Board's normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school's concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas							X	Replace District with Board. Clarify element related to Policy 2.3.7.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. of this Element. The School ~~district~~ Board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.								
POLICY 2.2.9.	Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a ~~c~~ Comprehensive ~~p~~ Plan ~~a~~ Amendment consistent with the Volusia County Charter ~~Section 206~~ regarding school planning. The ~~c~~ Comprehensive ~~p~~ Plan ~~a~~ Amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and ~~Section 206 of~~ the Volusia County Charter ~~Section 206~~. If the project area is to be annexed by a municipality, the ~~c~~ Comprehensive ~~p~~ Plan ~~a~~ Amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.							X	Delete reference to Section 206. Capitalized Comprehensive Plan Amendment
OBJECTIVE 2.3. PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION	**In coordination with the School Board, the City of Ormond Beach will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Ormond Beach shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent**							X	Hyphenated level-of-service.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	with the adopted level-of-service standards for public schools.								
POLICY 2.3.1.	School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. of this Element.							X	Clarify element related to Policy 2.3.3.
POLICY 2.3.2.	Development orders may be issued for residential development where: 1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development. 2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. of this Element. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School ~~District~~ Board shall determine where the impacts of development shall be allocated based on the School ~~District~~ Board policies for student assignment. 3. The developer executes a legally binding commitment with the School Board and the City of Ormond Beach to provide mitigation proportionate to the demand for public school							X	Replace District with Board Clarify element related to Policy 2.3.7. Clarify element related to Objective 2.4.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
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Public School Facilities Element – February 18, 2025									
	facilities to be created by the actual development of the property as provided by Objective 2.4. of this Element and its supporting policies.								
POLICY 2.3.3.	The following residential development shall be considered exempt from the school concurrency requirements: 1. Single-family lots-of-record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements. 2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency. 3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School ~~District~~ Board. 4. Age restricted developments that are subject to deed restrictions prohibiting the permanent							X	Replace District with Board. Hyphenated “Single-family” Hyphenated “lots-of-record”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years. 5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.								
POLICY 2.3.4.	The creation of subdivisions and/or single-family lots equal to or less than ten units shall be subject to school concurrency as part of an annual concurrency management review or provide a letter of exemption from the School Board. The City of Ormond Beach shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.							X	Added additional language.
POLICY 2.3.5.	The City of Ormond Beach shall continue to implement the school concurrency ordinance (Ord. ~~2-8-3~~ 2008-25), which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.							X	Modify Ordinance number from 2-8-3 to 2008-25.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
POLICY 2.3.6.	The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level-of-service. The School Board may issue a Certificate of School Concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.							X	Hyphenated level-of-service
POLICY 2.3.7.	If the adopted level-of-service standard cannot be met within a particular concurrency service area as applied to an application for a development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations: 1. Areas established for diversity at schools shall not be considered contiguous. 2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students, requiring a transport time of fifty minutes one-way as determined by School ~~District~~ Board transportation routing staff.							X	Hyphenated level-of-service Replace District with Board Remove (Refer to graphic examples.) on #3.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025								
	3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, waterbody or interstate highway that requires indirect transport of students through a third concurrency service area. ~~(Refer to graphic examples.)~~ 4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones, including modification of existing attendance zone boundaries or creation of island zones. 5. Student transportation not in conformance with the conditions established in Items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that the School Board shall deem appropriate for the specific circumstances of an individual student.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.3.8.	If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand: 1. Construct new school facilities; 2. Construct additions to current facilities; 3. Adjust program assignments to schools with available capacity; 4. Modify attendance boundaries to assign students to schools with available capacity; 5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.		X						
OBJECTIVE 2.4. PROPORTIONATE SHARE MITIGATION	**The City of Ormond Beach shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level-of-service standard consistent with the School Board's adopted financially feasible work program.**							X	Hyphenated level-of-service
POLICY 2.4.1.	In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
POLICY 2.4.2.	Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level-of-service standards.							X	Hyphenated level-of-service
POLICY 2.4.3.	Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Ormond Beach, and the applicant which shall be executed prior to the City of Ormond Beach issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.		X						
POLICY 2.4.4.	The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar-for-dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs).		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.4.5.	The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.		X						
POLICY 2.4.6.	The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.		X						
POLICY 2.4.7.	Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following: 1. Donation of buildings for use as a primary or alternative learning facility; 2. Renovation of existing buildings for use as learning facilities; 3. Funding dedicated to, or construction of, permanent student stations or core capacity; 4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program; 5. Dedication of a school site as approved by the School Board; 6. Up front lump sum payment of school impact fees;		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	7. Upfront payment of interest and other costs of borrowing; 8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements; 9. Payment of transportation costs associated with the movement of students as a result of overcapacity school; 10. Funding assistance with acquisition of school site. 11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity; 12. Establishment of an educational facilities benefit district; 13. Establishment of educational facilities mitigation banks.								
OBJECTIVE 2.5. CAPITAL FACILITIES PLANNING	**The City of Ormond Beach shall ensure existing deficiencies and future needs are addressed consistent with the adopted level-of-service standards for schools.**							X	Hyphenated level-of-service
POLICY 2.5.1.	In accordance with the adopted interlocal agreement, the City of Ormond Beach shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty-year capital facilities plan.		X						

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
POLICY 2.5.2.	The City of Ormond Beach shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.							X	Hyphenated level-of-service
POLICY 2.5.3.	The City of Ormond Beach adopts by reference the School Board's five-year work program approved annually each September as part of the overall School ~~District~~ Board budget. The City of Ormond Beach shall review the annual work program to verify that it is financially feasible and will maintain the level-of-service standards by the end of the five-year period.							X	Replace District with Board Hyphenated level-of-service

Other notes:

1. School Planning Areas Map was updated by Volusia County School Board and is included in Strikethrough and Underline folder saved as "UPDATED MAP_School Planning Areas maps".

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Property Rights Element – February 12, 2025									
Header/Footer	**PROPERTY RIGHTS ELEMENT** **~~GOALS OBJECTIVES AND POLICIES~~**							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. PRIVATE PROPERTY RIGHTS	TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.		X						No change
OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION-MAKING	The following policies are to ensure that private property rights shall be considered in local decision-making.		X						No change
POLICY 1.1.1.	The City will consider in its decision-making, the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.		X						No change
POLICY 1.1.2.	The City will consider in its decision-making, the right of the property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any person, subject to state law and local ordinances.		X						No change
POLICY 1.1.3.	The City will consider in its decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.		X						No change
POLICY 1.1.4.	The City will consider in its decision-making, the right of the property owner to dispose of his or her property through sale or gift.		X						No change

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 5:
POPULATION PROJECTIONS

Ormond Beach 2045 Population Analysis

Existing population estimates

The 1990 Comprehensive Plan projected a 2010 population of **56,250**. In 2000, the population projection was:

Year	Population Projection	Census population
2010	42,533	38,137
2015	45,951	
2020	48,880	43,080
2025	51,079	

The census provides the city population every ten (10) years. The city utilizes the population estimates from University of Florida Business of Economic and Business Research in non-census years. As detailed in the Municipal Impact Fee Study in 2023, the estimate of persons per household, based on census information, is:

Single-family, persons per household: 2.53

Multi-family, persons per household: 2.05

Mobile Home, persons per household: 1.68

City average, persons per household: 2.33

The following exhibit displays the census population (**in bold**), population estimates from the University of Florida Business of Economic and Business Research, recorded plats, and building permit data based on housing types.

Exhibit 1: Population and building permit information

Year	Population [1]	Percentage Change	SFH lots platted - recorded [2]	SFH Permits [3]	MF units Permits [3]	Manufacture & Mobile Home Permits [3]
1980	**21,436**	No data	2,442	No data	No data	No data
Totals (1980-1989):			**2,442**	**No data**	**No data**	**No data**
1990	**31,460**	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			**1,952**	**1,449**	**218**	**427**

Year	Population [1]	Percentage Change	SFH lots platted - recorded [2]	SFH Permits [3]	MF units Permits [3]	Manufacture & Mobile Home Permits [3]
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			**1,261**	**1,833**	**350**	**510**
2010	**38,137**	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			**502**	**911**	**268**	**7**
2020	**43,080**	4.35%	5	134	4	7
2021	44,046	2.24%	138	135	18	7
2022	44,671	1.42%	0	47	54	18
2023	44,935	0.59%	227	19	0	10
2024	45,140	0.46%	569	160	0	16
Totals (2020-2024):			**939**	**495**	**76**	**58**

Notes:

1	Population estimates from the University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010, and 2020 in bold are from the U.S. Census.
2	SFH lots plat are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/
3	Single-family, multi-family, manufactured, and mobile home permits from the Ormond Beach Building Department. Manufactured, and mobile home permits are for new construction only.

The total percentage change from the 2010 census is 17.83%, or an average yearly growth rate of 1.27%

Population projections:

Planning staff analyzed the following factors in creating population projections:

1. Development entitlements. The following projects are currently in process:

Exhibit 2: Projected Residential Development

Projected Residential Development		
Manufactured Housing		
Project Name	**Project Status**	**Lots/Units**
Plantation Oaks, Phases C & D	Under construction	**205**

Single-Family		
Project Name	**Project Status**	**Lots/Units**
Plantation Oaks, Archer's Mill, Phase 2	Plat recorded	68
Plantation Oaks, Archer's Mill, Phase 3	Preliminary Plat approved	59
Plantation Oaks, Archer's Mill, Phase 4	Preliminary Plat approved	111
Plantation Oaks, Archer's Mill, Phase 5	Under construction	114
Plantation Oaks, Archer's Mill, Phase 6	Plat recorded	78
Plantation Oaks, Bradford Lakes	Under construction	80
Bradford Park	Under construction	180
Enclave	Preliminary Plat approved	12
Plantation Oaks, Fountain View, Phase 1B	Under construction	137
Plantation Oaks, Fountain View, Phase 1C	Preliminary Plat approved	141
Plantation Oaks, Fountain View, Phase 1D	Preliminary Plat approved	103
Plantation Oaks, Fountain View, Phase 1E	Preliminary Plat approved	110
Plantation Oaks, Fountain View, Phase 1F	Preliminary Plat approved	97
RidgeHaven	Plat recorded	286
Tattersall at Tymber Creek	Preliminary Plat approved	129
Total		**1,705**

Master Planned		
Project Name	**Project Status**	**Lots/Units**
Ormond Crossings	Development Agreement approved	**2,950**

Multi-Family		
Project Name	**Project Status**	**Lots/Units**
121 East	Zoning approved	24
Regal	Approved site plan/zoning	310
Ormond Enclave	Zoning approved	64
Ormond Renaissance	Approved site plan/zoning	252
Tymber Creek Apartments	Approved site plan/zoning	270
Totals		**920**

Others		
Project Name	**Project Status**	**Lots/Units**
1845 North US 1	Conceptual	400
Little Tomoka Village	In Review	31
Total:		**431**
Residential lots in the development process		**6,211**

Residential development trends depend on several factors, including (1) infrastructure costs, (2) interest rates, (3) demand for housing, and (4) labor to construct infrastructure and residential units. Exhibit 2 details a potential number of residential lots based on the remaining vacant land within Ormond Beach. Additional residential units may occur through the development of other vacant lands or the conversion of existing uses.

Planning staff believes that the vacant inventory provides a basis for residential population projections. Exhibit 4, population projection, assumes an average of 200 single-family residential units per year, four multi-family developments during the twenty-year planning period, and the build-out of the manufactured homes with Plantation Oaks, Phase 2.

2. General growth rate. Exhibit 4 includes a general growth rate of 0.5% to include general population shifts and residential development projects not included in the 6,180 residential lots in the current development process.
3. Historical growth rate. Ormond Beach has had a historical growth of 1.27% over the last fourteen years. The city has experienced a moderate rate of residential development, which is expected to increase with the buildout of the land area around Plantation Oaks Boulevard, which was annexed from Volusia County. The Ormond Crossings project (2,950 residential units) is expected to commence construction within the twenty-year planning period.
4. Volusia County population growth. Exhibit 4 details the population of Ormond Beach and Volusia County. In 2020, Ormond Beach's population was 7.78% of Volusia County's population. In 2045, Ormond Beach is expected to be approximately 9.14% of the Volusia County total population.

Exhibit 3: Projected Ormond Beach and Volusia County population

Year [1]	Ormond Beach Population	Percentage Change, Ormond Beach	Volusia County Population [2]	Percentage Change, Volusia County
1980	21,436		258,762	8.28%
1990	31,460	47%	370,737	8.49%
2000	36,301	15%	443,343	8.19%
2010	38,137	5%	494,593	7.71%
2020	43,080	13%	553,543	7.78%
2030	50,773	18%	630,900	8.05%
2040	58,986	16%	678,600	8.69%
2045	63,562	8%	695,700	9.14%
Notes:				
1	1980 - 2020 based on Census. Years 2030, 2040 and 2045 are projections			
2	Volusia County population projections (medium) from: https://bebr.ufl.edu/wp-content/uploads/2024/01/projections_2024.pdf			

Exhibit 4: Ormond Beach Population Projections (0.50% growth rate)

Year	Population	General Growth rate	General Growth	New Single-Family Units	New Multi-Family Units	New Manufactured Units	Projected new housing	2020 Household Size	New Development Population	New Projected Population	Growth Percentage
2023	44,935										
2024	45,506	0.50%	225	200		25	225	2.33	524	46,255	1.65%
2025	**46,255**	0.50%	231	200		25	225	2.33	524	47,010	1.63%
2026	47,010	0.50%	235	200		25	225	2.33	524	47,769	1.62%
2027	47,769	0.50%	239	200		25	225	2.33	524	48,533	1.60%
2028	48,533	0.50%	243	200	300	25	525	2.33	1,223	49,998	3.02%
2029	49,998	0.50%	250	200		25	225	2.33	524	50,773	1.55%
2030	**50,773**	0.50%	254	200		25	225	2.33	524	51,551	1.53%
2031	51,551	0.50%	258	200		30	230	2.33	536	52,344	1.54%
2032	52,344	0.50%	262	200			200	2.33	466	53,072	1.39%
2033	53,072	0.50%	265	200			200	2.33	466	53,804	1.38%
2034	53,804	0.50%	269	200	300		500	2.33	1,165	55,238	2.67%
2035	**55,238**	0.50%	276	200			200	2.33	466	55,980	1.34%
2036	55,980	0.50%	280	200			200	2.33	466	56,726	1.33%
2037	56,726	0.50%	284	200			200	2.33	466	57,475	1.32%
2038	57,475	0.50%	287	200			200	2.33	466	58,229	1.31%
2039	58,229	0.50%	291	200			200	2.33	466	58,986	1.30%
2040	**58,986**	0.50%	295	200	300		500	2.33	1,165	60,446	2.48%
2041	60,446	0.50%	302	200			200	2.33	466	61,214	1.27%
2042	61,214	0.50%	306	200			200	2.33	466	61,986	1.26%
2043	61,986	0.50%	310	200			200	2.33	466	62,762	1.25%
2044	62,762	0.50%	314	200			200	2.33	466	63,542	1.24%
2045	**63,542**	0.50%	318	200	300		500	2.33	1,165	65,024	2.33%
Totals				**4,400**	**1,200**	**205**	**5,805**		**13,526**		

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 6:
DEVELOPMENT ACTIVITY

Annexations, 2010 to 2024

By the numbers:

- 68 properties annexed from 2010, totaling 1,682.71 acres.
- 52 properties from 2010 to 2019, totaling 401.85 acres.
- 16 properties from 2020 to 2024, totaling 1,280.86 acres.
- 45 properties, or 66% of all annexations, occurred along the North US 1 corridor.
- 7 properties along the Williamson Boulevard corridor, including the developed apartment complexes of San Marco and Crown Pointe.
- 3 subdivisions annexed. These include Chelsea Place, which was partially developed, Plantation Oaks, and RidgeHaven, which are both undeveloped.

Annexations typically occur as properties connect to the city utilities.

2010-2019:

On September 7, 2010, with Resolution 2010-131, Ormond Beach initiated the process to create an Interlocal Service Boundary Agreement (ISBA) area established by Chapter 171, Part II, Florida Statutes, along the North U.S. Highway 1 corridor. From 2010 to 2014, 22 annexations occurred along the North U.S. Highway 1 corridor. On August 19, 2014, Ordinance 2014-27 approved the Interlocal Service Boundary Agreement with Volusia County regarding the North U.S. 1 Joint planning area. The Ordinance approved a Planning and Services Delivery Sub-Agreement and itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting, and code enforcement of the Interlocal Service Boundary Agreement for properties along the North U.S. Highway 1 corridor within Ormond Beach and unincorporated Volusia County.

Other areas of annexation included the Williamson Boulevard corridor, which included seven (7) annexations. These properties included two (2) developed apartment complexes, a post office, and retail uses. In 2013, the city annexed the Chelsea Place subdivision, which had been partially developed in Volusia County.

2020-2024:

The city annexed Plantation Oaks (1,055 acres) as part of the first ISBA amendment based on utility connections. The RidgeHaven subdivision (103 acres) was the second ISBA amendment that was annexed. Other notable annexations included 350 Clyde Morris Boulevard, later developed for an assisted living facility, and 860 Hull Road for an office expansion at Halifax Paving.

CITY OF ORMOND BEACH ANNEXATIONS (2010 to 2024)

Legend

- 2010 thru 2019
- 2020 thru 2024
- CITY LIMITS (2024)

Flagler County

Volusia County

Plantation Oaks Blvd

Airport Rd (C.R. 2813)

N. Tymber Creek Rd (C.R. 2813)

Williamson Blvd (C.R. 4009)

Clyde Morris Blvd (C.R. 483)

N. Beach St (C.R. 4011)

S. Beach St (C.R. 4011)

Hand Ave

S. Center St

Halifax River

Atlantic Ocean

A1A

1

5A

40

95

N

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 22, 2024

CITY OF ORMOND BEACH ANNEXATIONS (2010 to 2019)

Legend

- FY 2009-10
- FY 2010-11
- FY 2011-12
- FY 2012-13
- FY 2013-14
- FY 2014-15
- FY 2015-16
- FY 2016-17
- FY 2017-18
- FY 2018-19
- CITY LIMITS (2010)
- CITY LIMITS (2024)

FY 2009-2010

	Address		Business	Ordinance	Acreage	Map Book	Pages
10-1	1530	North US Highway 1	McDonald's	2010-45	2.58	6520	853-972
		Portion of Flagler Avenue			0.68		
				TOTAL:	3.26		

FY 2010-2011

	Address		Business	Ordinance	Acreage	Map Book	Pages
11-1	1545	North US Highway 1	Cheaters	2010-46	1.42	6525	518-528
11-2	1520	North US Highway 1	Gas Station	2010-52	1.31	6558	1469-1479
		Portion of Benton Street			0.49		
		Portion of Flagler Avenue			0.56		
11-3	1560	North US Highway 1	Gas Station	2010-53	2.74	6558	1480-1488
11-4	1570	North US Highway 1	Waffle House	2010-54	0.38	6551	637-644
11-5	1576	North US Highway 1	Citrus World	2010-55	0.76	6551	645-653
11-6	1561	North US Highway 1	Vacant Wendy's	2011-09	2.19	6575	2321-2373
		Portion of Rosemary Street			0.33		
11-7	1521	North US Highway 1	RaceTrac	2011-10	2.16	6575	2293-2320
		Portion of Benton Street			2.10		
		Portion of Broadway Avenue			0.54		
11-8	1567	North US Highway 1	Econo Lodge	2011-11	2.46	6587	2020-2045
11-9	1571	North US Highway 1	Comfort Suites	2011-12	7.07	6587	2046-2072
11-10	1142	North US Highway 1	American Legion	2011-18	0.86	6610	43634
				TOTAL:	25.37		

FY 2011-2012

	Address		Business	Ordinance	Acreage	Map Book	Pages
12-1	1634	North US1	Super 8	2012-17	4.62	6708	4068-4081
12-2	1433-1439	North US1	MBA Business Center	2012-18	3.97	6715	159-189
12-3		Destiny Drive	Destiny Drive	2012-22	1.24	6726	3295-3326
	1-103	Bella Vista Way	Gardens @ Addison		11.50		
12-4	1438	North US1	Trescott	2012-27	0.15	6748	3944-3954
12-5	1428	North US1	Trescott	2012-28	0.53	6748	3955-3965
12-6	1444	North US1	JD Weber	2012-30	0.72	6751	4602-4611
				TOTAL:	22.73		

FY 2012-2013

	Address		Business	Ordinance	Acreage	Map Book	Pages
13-1	1608	North US1	Days Inn	2012-41	6.88	6806	4415-4431
13-2	1622	North US1	Exxon/Burger King	2012-42	1.15	6806	4432-4466
13-3	1626	North US1	Dairy Queen	2012-43	0.46	6806	4467-4488
13-4	305	North Tymber Creek Road	Residential MH	2013-10	0.44	6818	1010-1018
13-5	250	Williamson Blvd	Tire Kingdom	2013-21 (40)	2.71	6892	1949-1952
13-6	260	Williamson Blvd	Post Office + ROW	2013-43	9.74	6900	2929-2939
13-7	1298	West Granada Blvd	Vacant	2013-44	14.54	6900	2940-2951
13-8	1535	North US1	no business	2013-45	1.01	6900	2952-2964
13-9	200-208	Booth Road	Tomoka Landings	2013-46	11.14	6900	2965-2982
	1720 & 1760	West Granada Blvd	Tomoka Landings	2013-46	see above		
13-10	1740	West Granada Blvd	FDOT Pond	2013-47	0.9	6900	2983-2992
				TOTAL:	48.97		

FY 2013-2014

	Address		Business	Ordinance	Acreage	Map Book	Pages
14-1	390	Williamson Boulevard	San Marco & ROW	2013-64	20.60	6927	4254-4268
14-2	1451-1459	North US Hwy 1	Gardens Business Center	2013-65	8.74	6927	4269-4268
14-3	550	Williamson Boulevard	Crown Pointe	2013-75	39.4	6937	47-69
14-4		Chelsea Place subdivision	Chelsea Place	2013-61	167.47	6937	1-46
14-5	275	Williamson Boulevard	Love Whole Foods	2014-10	3.75	6981	862-870
14-6	395	Williamson Boulevard	Love Whole Foods	2014-14	1.4	6970	4296-4307
				TOTAL:	241.36		

FY 2014-2015

	Address		Business	Ordinance	Acreage	Map Book	Pages
15-1	500	S. Nova Road	Life Mobile Home Park	2015-02	23.44	7078	426-434
15-2	240	Williamson Boulevard	Vacant	2015-04	1.91	7078	435-443
15-3	1800/1810	N US Hwy 1	Microflex	2015-17	35.73	7122	2617-2660
15-4	1805	N US Hwy 1	Crossroads Calvary Chapel	2015-21	18.8	7122	2661-2705
15-5	1899	N US Hwy 1	Blue Coast Bakers	2015-22	24.13	7122	2706-2751
15-6	1080	N US Hwy 1	Harris Village and RV Park	2015-25	1.64	7134	4358-4368
15-7	1090	N US Hwy 1	Wild Bills	2015-26	1.79	7134	4369-4378
15-8	1105	N US Hwy 1	Beaver Bar	2015-29	1.84	7147	2221-2230
15-9	DD Phase I	N US Hwy 1	Destination Phase I	2015-36	51.9	7155	4409-4426
15-10	1151	N US Hwy 1	Broken Spoke	2015-37	2.75	7155	4427-4436
15-11	DD Phase II	N US Hwy 1	Destination Phase II	2015-38	112.76	7163	1501-1511
				TOTAL:	276.69		

FY 2015-2016

	Address		Use	Ordinance	Acreage	Map Book	Pages
16-1	1003	N US Hwy1	Vacant	16-05	0.92	7230	2594-2603
16-2	1662	N US Hwy1	Vacant	16-08	4.07	7239	3253-3263
16-3	26	Plaza Dr	res vacant	16-23	0.15	7284	1276-1284
16-4	1195	Roberts St	res vacant	16-24	4.14	7284	1285-1294
				TOTAL:	9.28		

FY 2016-2017

	Address		Use	Ordinance	Acreage	Map Book	Pages
17-1	1268	West Granada Boulevard	Shoppes on Granada, Phase II	2016-46	1.75	7347	4401-4420
				TOTAL:	1.75		

FY 2017-2018

	Address		Use	Ordinance	Acreage	Map Book	Pages
18-1	1175	N US HWY 1	Vacant	2017-29	1.68	7459	158-167
18-2	692	S. Yonge Street	Residential	2017-30	0.65	7459	103-116
				TOTAL:	2.33		

FY 2018-2019

	Address		Use	Ordinance	Acreage	Map Book	Pages
19-1	1345	N US HWY 1	Proposed Total Comfort	2018-32	11.47	7648	140-150
				TOTAL:	11.47		

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 22, 2024

CITY OF ORMOND BEACH ANNEXATIONS (2020 to 2024)

FY 2019-2020

	Address		Use	Ordinance	Acreage	Map Book	Pages
20-1		Plantation Oaks	Plantation Oaks subdivision	2019-30	1055.36	7760	3724-3744
20-2	806	Cordova Avenue	Single family house	2020-05	0.18	7828	1943
20-3		Three Plantation Oaks Parcels	Plantation Oaks subdivision	2020-16	0.44	7828	2205-2223
20-4	36 & 40	Tymber Creek Road	Vacant	2020-17	6.40	7858	2224-2238
20-5	350	Clyde Morris Boulevard	Vacant	2020-34	18.50	7889	221-235
				TOTAL:	1080.88		

FY 2020-21

	Address		Use	Ordinance	Acreage	Map Book	Pages
21-1	1644	North U.S. Highway 1	AA Accurate Truck Repair	2020-48	4.75	7933	25
				TOTAL:	4.75		

FY 2021-22

	Address		Use	Ordinance	Acreage	Map Book	Pages
22-1		RidgeHaven	Residential	2022-05	103.45	8228	891
22-2		Pacels 3239-03-17-0130 (PO Parkland)	Park land	2022-24	0.21	8301	4223
				TOTAL:	103.66		

FY 2022-23

	Address		Use	Ordinance	Acreage	Map Book	Pages
23-1	1405	North US Highway 1	Stor-It - Vacant commercial land	2022-28	5.26	8321	1100
23-2	1755	North US Highway 1	Vacant commercial land	2023-21	3.06	8402	3583
23-3	860	Hull Road	Halifax Paving	2023-24	52.00	8409	4376
23-4		Harmony ROW	Right-of-way	2023-33	3.45	8436	4737
				TOTAL:	55.45		

FY 2023-24

	Address		Use	Ordinance	Acreage	Map Book	Pages
24-1		Benton Street	WoodSprings Hotel	2023-57	2.66	8500	140
24-2	1113&1117	North US Highway 1	Vacant commercial land	2023-58	1.67	8500	221
24-3	1281	North US Highway 1	WKL Roofing	2024-13	5.76		
24-4	651	South Ridgewood Avenue	Single-Family House	2024-14	0.39		
				TOTAL:	10.48		

Legend

- FY 2019-20
- FY 2020-21
- FY 2021-22
- FY 2022-23
- FY 2023-24
- CITY LIMITS (2020)
- CITY LIMITS (2024)

Flagler County

Volusia County

Plantation Oaks Blvd

Tymber Creek Rd (C.R. 2813)

Airport Rd (C.R. 2813)

Williamson Blvd (C.R. 4009)

Clyde Morris Blvd (C.R. 4018)

N. Beach St (C.R. 4011)

S. Beach St (C.R. 4011)

Hand Ave

S. Center St

Halifax River

Atlantic Ocean

A1A

1

5A

40

95

N

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 22, 2024

ANNEXATIONS

FY 2009-2010								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1530	North US Highway 1	McDonald's	2010-45	09.21.2010	2.58	6520	853-972
		Portion of Flagler Avenue				0.68		
					TOTAL:	3.26		

FY 2010-2011								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1545	North US Highway 1	Cheaters	2010-46	10.05.2010	1.42	6525	518-528
2	1520	North US Highway 1	Gas Station	2010-52	12.07.2010	1.31	6558	1469-1479
		Portion of Benton Street				0.49		
		Portion of Flagler Avenue				0.56		
3	1560	North US Highway 1	Gas Station	2010-53	12.07.2010	2.74	6558	1480-1488
4	1570	North US Highway 1	Waffle House	2010-54	12.21.2010	0.38	6551	637-644
5	1576	North US Highway 1	Citrus World	2010-55	12.21.2010	0.76	6551	645-653
6	1561	North US Highway 1	Vacant Wendy's	2011-09	03.21.2011	2.19	6575	2321-2373
		Portion of Rosemary Street				0.33		
7	1521	North US Highway 1	RaceTrac	2011-10	03.21.2011	2.16	6575	2293-2320
		Portion of Benton Street				2.10		
		Portion of Broadway Avenue				0.54		
8	1567	North US Highway 1	Econo Lodge	2011-11	03.21.2011	2.46	6587	2020-2045
9	1571	North US Highway 1	Comfort Suites	2011-12	04.20.2011	7.07	6587	2046-2072
10	1142	North US Highway 1	American Legion	2011-18	07.05.2011	0.86	6610	43634
					TOTAL:	25.37		

ANNEXATIONS

FY 2011-2012								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1634	North US1	Super 8	2012-17	05.01.2012	4.62	6708	4068-4081
	1644	North US1	AAAccurate	Not completed		Not completed		
		Oak Street		Not completed				
2	1433-1439	North US1	MBA Business Center	2012-18	05.15.2012	3.97	6715	159-189
3		Destiny Drive	Destiny Drive	2012-22	06.19.2012	1.24	6726	3295-3326
	1-103	Bella Vista Way	Gardens @ Addison			11.50		
4	1438	North US1	Trescott	2012-27	08.08.2012	0.15	6748	3944-3954
5	1428	North US1	Trescott	2012-28	08.08.2012	0.53	6748	3955-3965
6	1444	North US1	JD Weber	2012-30	08.21.201	0.72	6751	4602-4611
					TOTAL:	**22.73**		

FY 2012-2013								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1608	North US1	Days Inn	2012-41	01.08.2013	6.88	6806	4415-4431
2	1622	North US1	Exxon/Burger King	2012-42	01.08.2013	1.15	6806	4432-4466
3	1626	North US1	Dairy Queen	2012-43	01.08.2013	0.46	6806	4467-4488
4	305	North Tymber Creek Road	Residential MH	2013-10	02.05.2013	0.44	6818	1010-1018
5	250	Williamson Blvd	Tire Kingdom	2013-21 (40)	07.30.2013	2.71	6892	1949-1952
6	260	Williamson Blvd	Post Office + ROW	2013-43	08.20.2013	9.74	6900	2929-2939
7	1298	West Granada Blvd	Vacant	2013-44	08.20.2013	14.54	6900	2940-2951
8	1535	North US1	no business	2013-45	08.20.2013	1.01	6900	2952-2964
9	200-208	Booth Road	Tomoka Landings	2013-46	08.20.2013	11.14	6900	2965-2982
9	1720 & 1760	West Granada Blvd	Tomoka Landings	2013-46	08.20.2013	see above		
10	1740	West Granada Blvd	FDOT Pond	2013-47	08.20.2013	0.9	6900	2983-2992
					TOTAL:	**48.97**		

ANNEXATIONS

FY 2013-2014								
	Address		Business	Ordinance	Date	Acreage	Map Book	Pages
1	390	Williamson Boulevard	San Marco & ROW	2013-64	11.05.13	20.60	6927	4254-4268
2	1451-1459	North US Hwy 1	Gardens Business Center	2013-65	11.05.13	8.74	6927	4269-4268
3	550	Williamson Boulevard	Crown Pointe	2013-75	12.03.13	39.4	6937	47-69
4		Chelsea Place subdivision	Chelsea Place	2013-61	12.03.13	167.47	6937	1-46
5	275	Williamson Boulevard	Love Whole Foods	2014-10	03.04.14	3.75	6981	862-870
6	395	Williamson Boulevard	Love Whole Foods	2014-14	03.18.14	1.4	6970	4296-4307
					TOTAL:	**241.36**		

FY 2014-2015								
	Address		Business	Ordinance	Date	Acreage	Map Book	Pages
1	500	S. Nova Road	Life Mobile Home Park	2015-02	01.20.15	23.44	7078	426-434
2	240	Williamson Boulevard	Vacant	2015-04	01.20.15	1.91	7078	435-443
3	1800/1810	N US Hwy 1	Microflex	2015-17	05.19.15	35.73	7122	2617-2660
4	1805	N US Hwy 1	Crossroads Calvary Chapel	2015-21	05.19.15	18.8	7122	2661-2705
5	1899	N US Hwy 1	Blue Coast Bakers	2015-22	05.19.15	24.13	7122	2706-2751
6	1080	N US Hwy 1	Harris Village and RV Park	2015-25	06.23.15	1.64	7134	4358-4368
7	1090	N US Hwy 1	Wild Bills	2015-26	06.23.15	1.79	7134	4369-4378
8	1105	N US Hwy 1	Beaver Bar	2015-29	07.28.15	1.84	7147	2221-2230
9	DD Phase I	N US Hwy 1	Destination Phase I	2015-36	08.18.15	51.9	7155	4409-4426
10	1151	N US Hwy 1	Broken Spoke	2015-37	08.18.15	2.75	7155	4427-4436
11	DD Phase II	N US Hwy 1	Destination Phase II	2015-38	09.09.15	112.76	7163	1501-1511
					TOTAL:	**276.69**		

ANNEXATIONS

FY 2015-2016								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1003	N US Hwy1	Vacant	16-05	04.05.16	0.92	7230	2594-2603
2	1662	N US Hwy1	Vacant	16-08	04.05.16	4.07	7239	3253-3263
3	26	Plaza Dr	res vacant	16-23	07.26.16	0.15	7284	1276-1284
4	1195	Roberts St	res vacant	16-24	07.26.16	4.14	7284	1285-1294
					TOTAL:	**9.28**		

FY 2016-2017								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1268	West Granada Boulevard	Shoppes on Granada, Phase II	2016-46	01.03.17	1.75	7347	4401-4420
					TOTAL:	**1.75**		

FY 2017-2018								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1175	N US HWY 1	Vacant	2017-29	10.03.17	1.68	7459	158-167
2	692	S. Yonge Street	Residential	2017-30	10.03.17	0.65	7459	103-116
					TOTAL:	**2.33**		

FY 2018-2019								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1345	N US HWY 1	Proposed Total Comfort	2018-32	01.08.19	11.47	7648	140-150
					TOTAL:	**11.47**		

401.85

ANNEXATIONS

FY 2019-2020								
	Address		Use	Ordinance	Date	Acreage	Map Book	Pages
1		Plantation Oaks	Plantation Oaks subdivision	2019-30	10.01.19	1055.36	7760	3724-3744
2	806	Cordova Avenue	Single family house	2020-05	03.03.20	0.18	7828	1943
3		Three Plantation Oaks parcels	Plantation Oaks subdivision	2020-16	05.26.20	0.44		
4	36 & 40	Tymber Creek Road	Vacant	2020-17	05.26.20	6.40	7858	2224-2238
5	350	Clyde Morris Boulevard	Vacant	2020-34	07.28.20	18.50	7889	221-235
					TOTAL:	**1080.88**		

FY 2020-21								
	Address		Use	Ordinance	Date	Acreage	Map Book	Page
1	1644	North U.S. Highway 1	AA Accurate Truck Repair	2020-48	10.20.2020	4.75	7933	25
					TOTAL:	**4.75**		

FY 2021-22								
	Address		Use	Ordinance	Date	Acreage	Map Book	Page
1		RidgeHaven	Residential	2022-05	03.15.2022	103.45	8228	891
2		Parcels 3239-03-17-0130 (PO	Park land	2022-24	08.16.2022	0.21	8301	4223
					TOTAL:	**103.66**		

ANNEXATIONS

FY 2022-23

	Address		Use	Ordinance	Date	Acreage	Map Book	Page
1	1405	North US Highway 1	Stor-It - Vacant commercial land	2022-28	10.05.2022	5.26	8321	1100
2	1755	North US Highway 1	Vacant commercial land	2023-21	05.02.2023	3.06	8402	3583
3	860	Hull Road	Halifax Paving	2023-24	05.16.2023	52.00	8409	4376
4		Harmony ROW	Right-of-way	2023-33	07.18.2023	3.45	8436	4737
5		Bradford Park	Subdivision	2023-44	08.15.2023	22.55	8449	406
		Indiana Avenue	Right-of-way			0.38		
		Benton Street	Right-of-way			1.83		
		Rosemary Street	Right-of-way			0.88		
					TOTAL:	**81.09**		

FY 2023-24

	Address		Use	Ordinance	Date	Acreage	Map Book	Page
1		Benton Street	Woodsprings Hotel	2023-57	12.19.2023	2.66	8500	140
2	1113&1117	North US Highway 1	Vacant commercial land	2023-58	12.19.2023	1.67	8500	221
3	1281	North US Highway 1	WKL Roofing	2024-13	07.23.2024	5.76	8587	2950
4	651	South Ridgewood Avenue	Single-Family House	2024-14	07.23.2024	0.39	8587	2883
					TOTAL:	**10.48**		

Comprehensive Plan amendments, 2010 to 2024

By the numbers:

- 2010-2019, 55 land use map amendments to the Comprehensive Plan.
- 2010-2019, 15 text amendments to the Comprehensive Plan.
- 2010-2019, 23 land use map amendments within the North US 1 corridor.
- 2020-2024, 16 land use map amendments to the Comprehensive Plan.
- 2020-2024, 10 text amendments to the Comprehensive Plan.

Comprehensive plan amendments can be one of three types:

1. Land Use Map amendment (small scale) under 10 acres (later amended by the state to be under 50 acres);
2. Land Use Map amendment (large scale) over 10 acres (later amended by the state to be under 50 acres); and
3. Amendment to text (Goals, Objectives, Policies, or tables/figures) of the Comprehensive Pan.

2010-2019:

From 2010 to 2014, 22 small-scale land use map amendments were in the North US 1 corridor. Many of these properties were developed and annexed from Volusia County. With the adoption of the Interlocal Service Boundary Agreement (ISBA) in 2014, a Comprehensive Plan amendment was performed in 2015 that assigned city land uses to all properties within the ISBA. In 2014, there were land use map amendments for properties along the Williamson Boulevard area that had been annexed into Ormond Beach. Other notable land use map amendments include:

1. Shoppes on Granada, vacant land annexed into Ormond Beach for retail development. Comprehensive Plan Ordinances 2013-59 and 2017-07.
2. 100 North Halifax Drive, redevelopment of a church to a townhome development. Comprehensive Plan Ordinance 2016-45.
3. Granada Pointe, stormwater area. The land use map has been amended from “Low-Density Residential” to “Open Space/Conservation” and "Residential, Office, Retail." Comprehensive Plan Ordinance 2016-06.

There were 15 text amendments to the Comprehensive Plan. Notable amendments include:

1. Capital Improvement Element annual updates;
2. Amendments to implement the Interlocal Service Boundary Agreement. Comprehensive Plan Ordinance 2014-42.
3. Amendment of the “Office/Professional” land use to the “Residential, Office, and Retail” land use. Comprehensive Plan Ordinance 2015-01.

4. Amendment to the allowed Floor Area Ratio for buildings within the Downtown Overlay District. Comprehensive Plan Ordinance 2017-20.

2020-2024:

From 2020 to 2024, there were 16 small-scale land use map amendments. Note that the threshold for a small-scale amendment was amended to 50 acres in 2021. Notable land use map amendments include:

1. 135 North Yonge Street, Courtyards/Enclave, to allow an increase in multi-family residential density. Comprehensive Plan Ordinance 2019-23.
2. 350 Clyde Morris Boulevard, Paradise Pointe, based on annexation to allow a "Residential, Office, Retail" land use. The site was developed into an assisted living facility. Comprehensive Plan Ordinance 2020-46.
3. Interlocal Service Boundary Agreement amendments: Plantation Oaks (1st amendment) and RidgeHaven (2nd amendment) for residential subdivisions. Comprehensive Plan Ordinances 2019-43 and 2022-12.

From 2020 to 2024, there were 10 text amendments. Notable text amendments include:

1. Required text amendments: (a) Property rights element, Ordinance 2021-44, (b) Peril of Flood, Ordinance 2022-37, (c) Water Supply Work Plan, Ordinance 2024-08.
2. Interlocal Service Boundary Agreement amendments: (a) Plantation Oaks, Ordinance 2019-43, and (b) RidgeHaven, Ordinance 2022-12.
3. Clarification of annexation policies, Future Land Use Element, Ordinance 2020-03.

CITY OF ORMOND BEACH
LAND USE AMENDMENTS
(2010 to 2024)

Legend

FISCAL YEAR

- 2010-11 (12 AMENDMENTS)
- 2011-12 (1 AMENDMENTS)
- 2012-13 (11 AMENDMENTS)
- 2013-14 (18 AMENDMENTS)
- 2014-15 (33 AMENDMENTS)
- 2015-16 (6 AMENDMENTS)
- 2016-17 (6 AMENDMENTS)
- 2017-18 (1 AMENDMENTS)
- 2018-19 (2 AMENDMENTS)
- 2019-20 (6 AMENDMENTS)
- 2020-21 (5 AMENDMENTS)
- 2021-22 (4 AMENDMENTS)
- 2022-23 (8 AMENDMENTS)
- CITY LIMITS (2024)

Flagler County

Volusia County

Plantation Oaks Blvd

Airport Rd (C.R. 2813)

N. Tymber Creek Rd (C.R. 2813)

Williamson Blvd (C.R. 4009)

Clyde Morris Blvd (C.R. 4083)

N. Beach St (C.R. 4011)

S. Beach St (C.R. 4011)

Hand Ave

St. Dener St

Halifax River

Atlantic Ocean

A1A

1

5A

40

95

N

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 19, 2024

CITY OF ORMOND BEACH
LAND USE AMENDMENTS
(2010 to 2019)

FISCAL YEAR	MAP ID	LAND USE
2010-11	1	Light Industrial/Utilities (LI/U)
2010-11	2	Low Intensity Commercial (LIC)
2010-11	3	Low Intensity Commercial (LIC)
2010-11	4	Low Intensity Commercial (LIC)
2010-11	5	Low Intensity Commercial (LIC)
2010-11	6	Low Intensity Commercial (LIC)
2010-11	7	Low Intensity Commercial (LIC)
2010-11	8	Low Intensity Commercial (LIC)
2010-11	9	Low Intensity Commercial (LIC)
2010-11	10	Low Intensity Commercial (LIC)
2010-11	11	Low Intensity Commercial (LIC)
2010-11	12	Light Industrial/Utilities (LI/U)
2011-12	13	Residential Office Retail (ROR)
2012-13	14	Tourist Commercial (TC)
2012-13	15	Medium Density Residential (MDR)
2012-13	16	Low Intensity Commercial (LIC)
2012-13	17	Low Intensity Commercial (LIC)
2012-13	18	Low Intensity Commercial (LIC)
2012-13	19	Low Intensity Commercial (LIC)
2012-13	20	Tourist Commercial (TC)
2012-13	21	Tourist Commercial (TC)
2012-13	22	Tourist Commercial (TC)
2012-13	23	Low Density Residential (LDR)
2012-13	24	General Commercial (GC)
2013-14	25	Open Space/Conservation (OS/C)
2013-14	25	General Commercial (GC)
2013-14	26	Low Intensity Commercial (LIC)
2013-14	27	Low Intensity Commercial (LIC)
2013-14	28	Low Intensity Commercial (LIC)
2013-14	29	Low Intensity Commercial (LIC)
2013-14	29	Open Space/Conservation (OS/C)
2013-14	30	Low Intensity Commercial (LIC)
2013-14	31	Residential Office Retail (ROR)
2013-14	32	High Density Residential (HDR)
2013-14	33	Low Intensity Commercial (LIC)
2013-14	34	Residential Office Retail (ROR)
2013-14	35	Suburban Low Density Residential (SLDR)
2013-14	36	Low Intensity Commercial (LIC)
2013-14	37	Low Intensity Commercial (LIC)
2013-14	38	Low Intensity Commercial (LIC)
2013-14	39	Low Intensity Commercial (LIC)
2013-14	40	High Density Residential (HDR)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)

FISCAL YEAR	MAP ID	LAND USE
2014-15	41	Rural Estate/Agriculture (REA)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	42	Low Intensity Commercial (LIC)
2014-15	43	Medium Density Residential (MDR)
2015-16	44	Light Industrial/Utilities (LI/U)
2015-16	45	Residential Office Retail (ROR)
2015-16	46	Open Space/Conservation (OS/C)
2015-16	46	Residential Office Retail (ROR)
2015-16	47	Rural Estate/Agriculture (REA)
2015-16	47	Open Space/Conservation (OS/C)
2016-17	48	Low Density Residential (LDR)
2016-17	49	Low Density Residential (LDR)
2016-17	49	Low Density Residential (LDR)
2016-17	50	Residential Office Retail (ROR)
2016-17	51	Medium Density Residential (MDR)
2016-17	52	Residential Office Retail (ROR)
2017-18	53	Low Intensity Commercial (LIC)
2018-19	54	Suburban Low Density Residential (SLDR)
2018-19	55	Suburban Low Density Residential (SLDR)

Legend

FISCAL YEAR

- 2010-11 (12 AMENDMENTS)
- 2011-12 (1 AMENDMENTS)
- 2012-13 (11 AMENDMENTS)
- 2013-14 (18 AMENDMENTS)
- 2014-15 (33 AMENDMENTS)
- 2015-16 (6 AMENDMENTS)
- 2016-17 (6 AMENDMENTS)
- 2017-18 (1 AMENDMENTS)
- 2018-19 (2 AMENDMENTS)
- 2019-20 (0 AMENDMENTS)
- CITY LIMITS (2011)
- CITY LIMITS (2024)

Flagler County

Volusia County

Tomoka Oaks Blvd

A1A

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 23, 2024

FISCAL YEAR	MAP ID	LAND USE
2019-20	1	Medium Density Residential (MDR)
2019-20	1	General Commercial (GC)
2019-20	2	Low Density Residential (LDR)
2019-20	2	Medium Density Residential (MDR)
2019-20	3	Low Density Residential (LDR)
2019-20	4	Open Space/Conservation (OS/C)
2020-21	5	Residential Office Retail (ROR)
2020-21	6	Open Space/Conservation (OS/C)
2020-21	6	Residential Office Retail (ROR)
2020-21	7	General Commercial (GC)
2020-21	8	Denied
2021-22	9	Tourist Commercial (TC)
2021-22	10	Low Density Residential (LDR)
2021-22	10	Medium Density Residential (MDR)
2021-22	11	Medium Density Residential (MDR)
2022-23	12	Recreation/Open Space (R/OS)
2022-23	13	Low Density Residential (LDR)
2022-23	13	Low Intensity Commercial (LIC)
2022-23	14	Medium Density Residential (MDR)
2022-23	15	Residential Office Retail (ROR)
2022-23	16	Light Industrial/Utilities (LI/U)
2022-23	17	Low Density Residential (LDR)
2022-23	18	Open Space/Conservation (OS/C)

CITY OF ORMOND BEACH LAND USE AMENDMENTS (2020 to 2024)

Legend

FISCALYEAR

- 2019-20 (6 AMENDMENTS)
- 2020-21 (5 AMENDMENTS)
- 2021-22 (4 AMENDMENTS)
- 2022-23 (8 AMENDMENTS)
- CITY LIMITS (2020)
- CITY LIMITS (2024)

Flagler County

Volusia County

Plantation Oaks Blvd

A1A

95

1

5A

40

N

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 23, 2024

Comprehensive Plan amendments, 2010 to 2019

FY 2010-11										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment
1	10/19/2010	2010-168		A	Stipulated Settlement Agreement					
2	10/19/2010	2010-47	1		146 North Orchard Street		"Office/Professional"	"Industrial/Utilities"	6.00	NA
3	12/7/2010	2010-48		B						Evaluation and Appraisal Report (EAR) amendments Remedial Amendments - Transportation and Capital Improvement Elements
4	8/3/2011	2011-19	2		1520 North US Highway 1	Gas Station	VC "Commerical"	"Low Intensity Commercial"	1.31	NA
5	8/3/2011	2011-20	3		1521 North US Highway 1	Rac Trac	VC "Commerical"	"Low Intensity Commercial"	2.16	NA
6	8/3/2011	2011-21	4		1530 North US Highway 1	Gas Station	VC "Commerical"	"Low Intensity Commercial"	2.58	NA
7	8/3/2011	2011-22	5		1545 North US Highway 1	Cheaters	VC "Commerical"	"Low Intensity Commercial"	1.42	NA
8	8/3/2011	2011-23	6		1560 North US Highway 1	Big Chief	VC "Commerical"	"Low Intensity Commercial"	2.74	NA
9	8/3/2011	2011-24	7		1561 North US Highway 1	Vacant	VC "Commerical"	"Low Intensity Commercial"	2.19	NA
10	8/3/2011	2011-25	8		1567 North US Highway 1	Econo Lodge	VC "Commerical"	"Low Intensity Commercial"	2.46	NA
11	8/3/2011	2011-26	9		1570 North US Highway 1	Waffle House	VC "Commerical"	"Low Intensity Commercial"	0.36	NA
12	8/3/2011	2011-27	10		1571 North US Highway 1	Comfort Suites	VC "Commerical"	"Low Intensity Commercial"	7.07	NA
13	8/3/2011	2011-28	11		1576 North US Highway 1	Fruit Stand	VC "Commerical"	"Low Intensity Commercial"	0.76	NA
14	8/16/2011	2011-29	12		1142 North US Highway 1	American Legion	VC "Industrial"	"Light Industrial/Utilities"	0.86	NA

FY 2011-12										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	1/17/2012	2011-58		C						2011 CIE annual update
2	2/7/2012	2012-02		D						Tranportation Element, Policy 2.1.5
3	9/4/2012	2012-33	13		115 North Nova Road	Bank	"Open space/Conservation"	"Office Professional"	0.46	NA
4	10/18/2011	R2011-162		E	Resolution					Transmitting amendment to Transportation Element

FY 2012-13										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	11/7/2012	2012-37	14		1634 North US Highway 1		VC "Commerical"	"Tourist Commercial"	4.60	NA
2	3/19/2013	2013-05	15		1-103 Belle Vita Way		VC Comm & VC UMI	"Medium Density Residential"	11.50	NA
3	2/5/2013	2013-06	16		1428 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.53	NA
4	2/5/2013	2013-07	17		1433-39 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	3.97	NA
5	2/5/2013	2013-08	18		1438 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.15	NA
6	2/5/2013	2013-09	19		1444 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.72	NA
7	2/19/2013	2013-14		F						2012 CIE Update

Comprehensive Plan amendments, 2010 to 2019

FY 2012-13

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
8	4/16/2013	2013-27	20		1608 North US Highway 1	Days Inn/Scottish Inns	VC "Commercial"	"Tourist Commercial"	6.88	NA
9	4/16/2013	2013-28	21		1622 North US Highway 1	Exxon/Burger King	VC "Commercial"	"Tourist Commercial"	1.15	NA
10	4/16/2013	2013-29	22		1626 North US Highway 1	Dairy Queen	VC "Commercial"	"Tourist Commercial"	0.46	NA
11	5/7/2013	2013-33	23		305 North Tymber Creek Road	SFH	VC Urban Low Intensity"	"Low Density Residential"	0.44	NA
12	9/17/2013	2013-53	24		250 Williamson Blvd.	Tire Kingdom	VC "Commercial"	"General Commercial"	1.25	NA

FY 2013-14

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	11/5/2013	2013-59	25		1298 West Granada Boulevard	Vacant	VC "Urban Med Intensity"	"Commercial"	4.64	Map annotation: No residential uses permitted. OSC – stormwater only.
								Open Space/Conservation	9.89	
2	11/5/2013	2013-66	26		1535 North US Highway 1		VC "Commercial"	"Low Intensity Commercial"	1.01	NA
3	11/19/2013	2013-70	27		260 Williamson Boulevard	Post Office	VC "Urban Medium Intensity"	"Low Intensity Commercial"	8.06	NA
4	1/7/2014	2013-78	28		1740 West Granada Boulevard	FDOT pond	VC "Low Impact Urban"	"Low Intensity Commercial"	0.90	NA
5	2/18/2014	2013-79	29		200 & 208 1720 & 1760 Booth & West Granada Boulevard	Tomoka Landings	VC Low Impact Urban	"Low Intensity Commercial"	6.90	Over 10 acres
							VC Environmental Systems Corridor	Open Space/Conservation	4.20	
6	1/21/2014	2014-01	30		55&75 North Nova Road	Bank to retail	P/I & O/P	"Low Intensity Commercial"	3.13	NA
7	3/18/2014	2014-02	31		1500 San Marco Blvd	San Marco	Urban High Intensity	Office/Professional	18.68	NA
8	1/21/2014	2014-06		G	CIE Update				NA	2013 Annual CIE Update
9	4/1/2014	2014-07	32		550 Williamson Blvd	Crown Point	VC Urban High Intensity	"High Density Residential"	35.00	Over 10 acres
10	3/4/2014	2014-12	33		1451-1459 North US Highway 1	Gardens Business Center	VC "Commercial"	"Low Intensity Commercial"	8.30	NA
11	6/17/2014	2014-16	34		875 Sterthaus Drive	Vacant Land	"Public/Institutional"	"Office Professional"	13.73	Over 10 acres
12	6/17/2014	2014-18	35		Chelsea Place Subdivision	Chelsea Place	Urban Med Intensity	Suburban Low Density Residential	38.90	Map annotation: Maximum 4.93 units per acre
							Urban Low Intensity		128.57	
13	6/2/2104	2014-21	36		275 Williamson Boulevard	Love Whole Foods	VC "Commercial"	"Low Intensity Commercial"	3.75	NA
13	6/2/2104	2014-21	37		395 Williamson Boulevard	Vacant Land	VC "Commercial"	"Low Intensity Commercial"	1.40	NA
14	7/29/2014	2014-26	38		1287 West Granada Boulevard	Vacant Land	"Office Professional"	"Low Intensity Commercial"	2.53	NA
14	7/29/2014	2014-26	39		1301 West Granada Boulevard	Vacant Land	"Suburban Low Density Residential"	"Low Intensity Commercial"	2.47	Map annotation: 0.12 FAR, prohibited certain uses
15	8/19/2014	2014-30	40		640 North Nova Road	Tomoka Oakwood North Condo	"Medium Density Residential"	"High Density Residential"	4.64	Map annotation: Maximum units per acre of 20.

Comprehensive Plan amendments, 2010 to 2019

FY 2014-15

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	1/20/2015	2014-42		H						ISBA Text amendments - Future Land Use & Intergovernmental Coordination Elements
2	3/17/2015	2015-01		I						ROR Text Amendment - Future Land Use, Future Land Use Map text, Conservation Elements
3	1/20/2015	2015-05	41							ISBA - multiple properties
4	2/3/2015	2015-08		J						2014 CIE annual update
5	3/3/2015	2015-10	42		240 Williamson Boulevard	Vacant	VC "Commercial"	"Low Intensity Commercial"	1.91	NA
6	9/23/2015	2015-30	43		500 South Nova Road	Life Mobile Home	VC UMI	MDR	23.44	Over 10 acres

FY 2015-16

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/20/2015	2015-45	44		4 North Perrott Drive	SR Perrott	"General Commercial"	"Industrial/Utilities"	1.21	NA
2	12/1/2015	2015-51	45		10 Magnolia Avenue	Vacant	"Low Density Residential"	"Residential, Office, Retail"	1.70	NA
3	2/2/2016	2016-02		K						2015 CIE annual update
4	4/5/2016	2016-06	46		101 Bennett & 634 WGB	Vacant	LDR	OS/C (6 acres) & ROR (2.6acres)	8.60	NA
5	4/5/2016	2016-07	47		500 Tymber Creek Road	SFH	VC ESC & VC Rural	OB REA & OS/C	9.60	NA

FY 2016-17

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/3/2016	2016-32	48		26 Plaza Drive	Vacant	VC UMI	OB LDR	0.15	NA
2	10/3/2016	2016-33	49		1195 Roberts Street	Vacant	VC ULD & OB LI/U	OB LDR	4.14	NA
3	10/3/2016	2016-34	50		#4230-00-00-0051	Vacant	"Public Institutional"	"Residential, Office, Retail"	0.20	NA
4	1/17/2017	2016-45	51		100 North Halifax Drive	Church	"Public Institutional"	MDR	1.48	NA
5	2/7/2017	2017-03		L						2016 CIE annual update
6	3/7/2017	2017-07	52		1268 West Granada Blvd	SFH	VC "Urban Medium Intensity"	"Residential, Office, Retail"	1.75	NA

Comprehensive Plan amendments, 2010 to 2019

FY 2017-18										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	11/7/2017	2017-20		M					NA	FAR within Downtown area, Future Land Use Element
2	1/2/2018	2017-41	53		692 South Yonge Street	Vacant	VC "Commercial"	"Low Intensity Commercial"	0.65	NA
3	1/16/2018	2017-03		N						2017 CIE annual update

FY 2018-19										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment
1	3/21/2019	2019-2		O						2018 CIE annual update
2	4/2/2019	2019-8	54		2575 West Granada Boulevard	vacant	“Public/Institutional”	“Suburban Low Density Residential”	5.02	
3	8/20/2019	2019-20	55		2260 Airport Road	vacant	“Public/Institutional”	“Suburban Low Density Residential”	2.17	

Comprehensive Plan amendments, 2020 to 2024

FY 2019-20

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/1/2019	2019-23	1		135 North Yonge Street	vacant	LDR	MDR	2.52	Note: FAR = 0.20 & GC limited to 22 units per acre
2	1/21/2020	2019-43	2		ISBA, 1st amendment - Plantation Oaks	Multiple	VC R,ULI, UMI	LDR and MDR	1071.24	Plantation Oaks ISBA small scale, Policy 9.1.4, Table 5 of FLUE
3	1/21/2020	2019-44		A	Large scale amendments					ISBA Text Amendments
4	5/12/2020	2020-03		B	Large scale amendments					Annexation Policy
5	6/9/2020	2020-27	3		806 Cordova Avenue	SFH	UMI	LDR	0.18	SFH
6	7/28/2020	2020-08		C	Large scale amendments					City parcels (Airport Road & WGB)
7	8/18/2020	2020-43	4		40 Tymber Creek Road	Stormwater pond	ESC & ULI	OS/C	3.42	

FY 2020-21

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres)or map annotation
1	11/4/2020	2020-46	5		350 Clyde Morris Boulevard	Vacant	VC LIU	ROR	18.47	Large Scale **(map annotation) 4 units per acre and max FAR of 0.45**
2	1/5/2021	2020-56	6		36 North Tymber Creek Road	Vacant	VC ULI & VC ESC	OSC & ROR	6.40	
3	2/2/2021	2021-05	7		2341 West Granada Boulevard	Vacant	VC Rural	General Commercial	0.32	
4	2/2/2021	2021-06		D	CIE Update					Large Scale
5	3/16/2021	Denied	8		1190 West Granada Boulevard					Denied

FY 2021-22

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	1/18/2022	2021-44		E	Large scale amendments					New Property Rights Element
2	4/5/2022	2022-06	9		722 S. Atlantic Ave.	City Initiated	LDR	TC	0.353	
NA	5/3/2022 (re-done)	2022-11	10		ISBA-2nd Amend Multiple- RidgeHaven and enclave properties		VC UMI	LDR	84.26	Not adopted - redone
							VC UMI	MDR	5.73	
3	5/3/2022	2022-12	11		Small Scale Multiple-RidgeHaven properties		City LIC	City LDR	19.19	RidgeHaven amend original ISBA, Table 6 of FLUE - RidgeHaven - 298 units maximum
4	7/19/2022	2022-14		F	Large scale amendments					ISBA Text Amendments
5	8/3/2022	2022-18			ISBA-2nd Amend Multiple- RidgeHaven and enclave properties		VC UMI	LDR	84.26	Small Scale-2nd Amended ISBA (map annotation) 3 units per acre for 84.26 acres, maximum Ridgehaven = 298 & limited to 8 units per acre
				G			VC UMI	MDR	5.73	

Comprehensive Plan amendments, 2020 to 2024

FY 2022-23

#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	10/5/2022	2022-29	12		Plantation Oaks, VC park parcel			OB LDR & VC ULI	OB R/OS	33.310	3124-00-00-0022, 3239-03-17-0130, & 3239-03-07-0100
2	1/24/2023	2022-37		H		Peril of Flood					Text
3	1/24/2023	2023-03	13		264-300	South Atlantic Avenue (Ormond Holdings)		PI	LDR	4.25	
4	1/24/2023	2023-07	14		Bradford park			LIC	MDR	13.13	Maximum 8 units per acre
5	2/7/2023	2023-08	15		101	Fiesta Drive		LDR	ROR	0.30	Zero FAR and zero units per acre
6	6/6/2023	2023-27	16		1755	North US Highway1		LIC	LI/U	3.06	
7	8/1/2023	2023-42	17		204	Magnolia Avenue		PI	LDR	0.24	

FY 2023-24

#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	8/6/2024	2024-08		I	Water Supply Work Plan					Water Supply Plan

Multi-Family Residential Development

By the numbers:

- 3 Multi-family developments constructed from 2010 – 2024.
- 212 multi-family units constructed from 2010 – 2024.

2010-2019:

In 2010, two multi-family projects were constructed:

1. Madison Glen, 570 Sterthaus Drive, 96 units (senior housing).
2. Olive Grove, 765 West Granada Boulevard, 88 units.

In 2018, the first building consisting of 28 units was constructed within the Ormond Renaissance Condominium project. The project has a total of 280 multi-family units approved in ten (10) buildings.

2020-2024:

There have been no multi-family projects constructed from 2020 to 2024.

Map ID	Year	Address	Project Name	Use	Type	Units or Square Footage
1	2010	570 Sterthaus Drive	Madison Glen	Multi-Family	New	96 units
2	2010	765 West Granada Boulevard	Olive Grove	Multi-Family	New	88 units
3	2018	799 Sterthaus Drive	Ormond Renaissance Condo (Building 1C)	Multi-Family	New	28 units

CITY OF ORMOND BEACH MULTI-FAMILY DEVELOPMENT (2010 to 2024)

Legend

- 2010
- 2018
- CITY LIMITS (2011)
- CITY LIMITS (2024)

Flagler County

Volusia County

Plantation Oaks Blvd

Airport Rd (C.R. 2813)

Tymber Creek Rd (C.R. 2813)

Williamson Blvd (C.R. 4009)

Clyde Morris Blvd (C.R. 483)

N. Beach St (C.R. 4011)

S. Beach St (C.R. 4011)

Hand Ave

S. Center St

Halifax River

Atlantic Ocean

A1A

1

5A

40

95

N

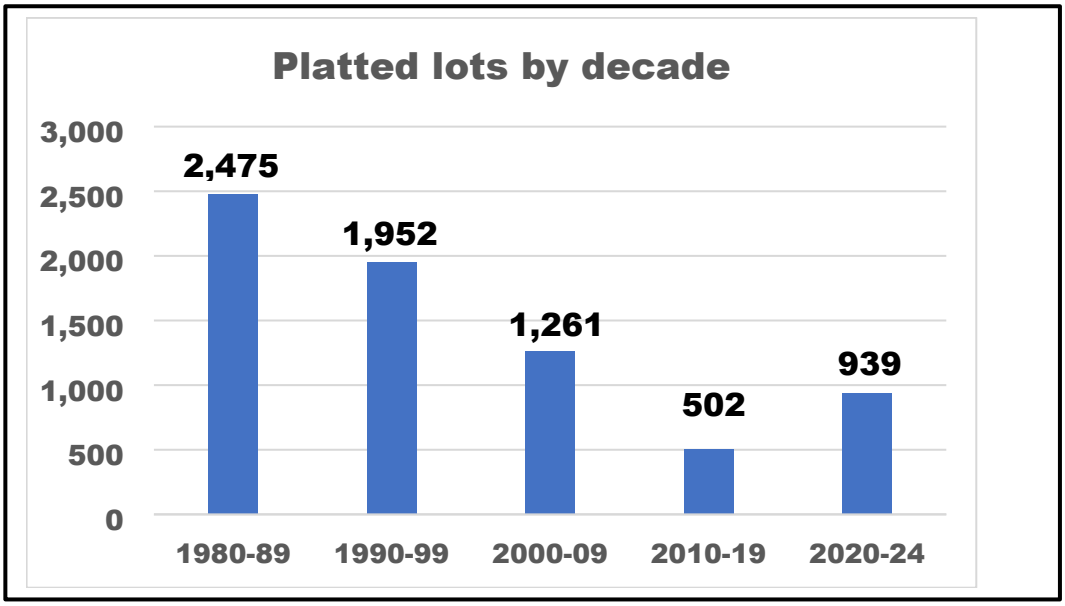
1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - August 26, 2024

Residential Development, Platted Lots

By the numbers:

- 1980-1989, 2,475 lots platted.
- 1990-1999, 1,952 lots platted.
- 2000-2009, 1,261 lots platted.
- 2010-2019, 502 lots platted.
- 2020-2024, 569 lots platted.



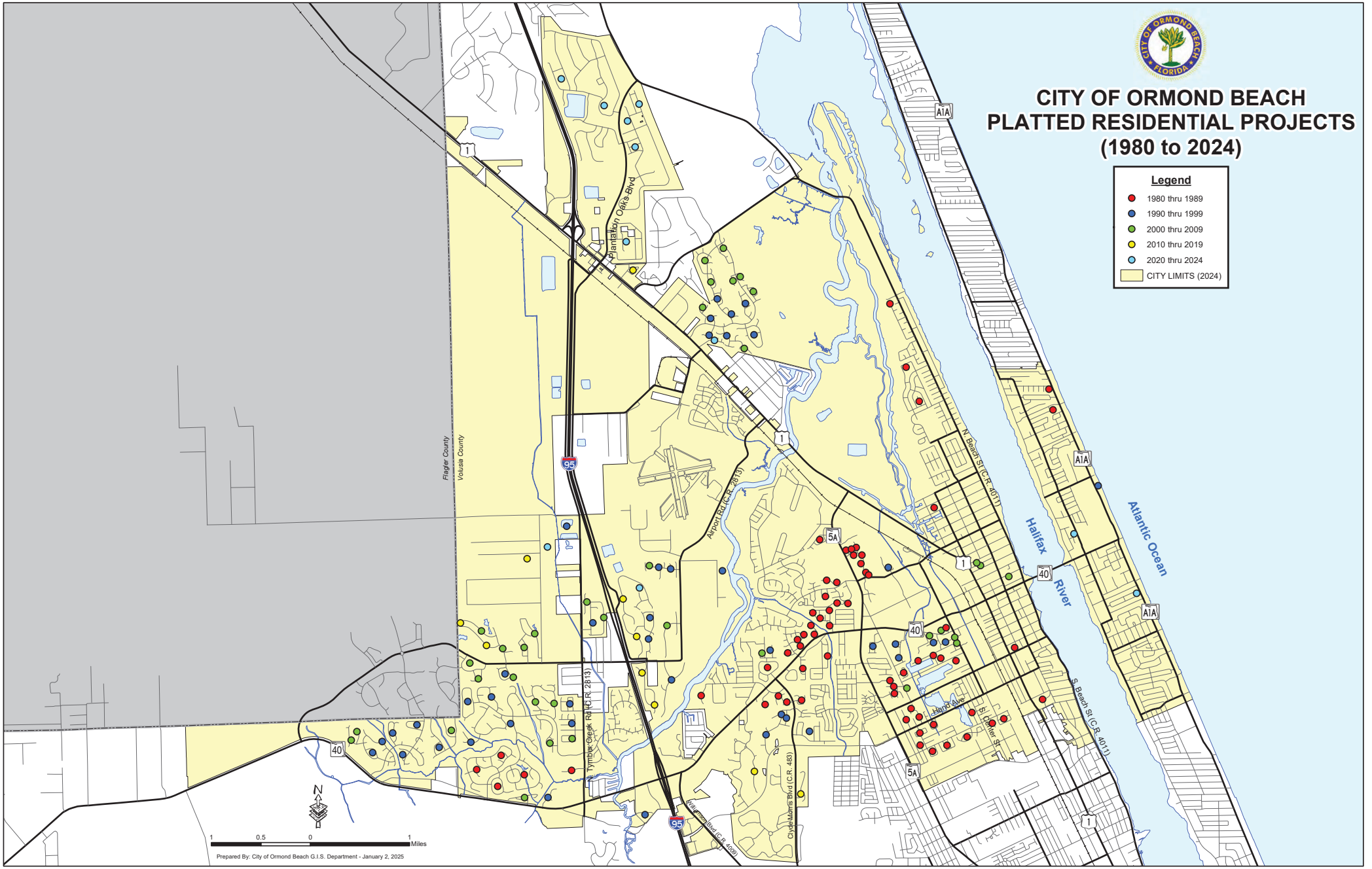
Subdivision construction requires platting (preliminary and final plats). Final plats are approved by the city and recorded with the Volusia County Clerk of the Court. After recording a final plat, the platted lots can be sold, and residential units can be constructed. The platted lots provide an inventory of available lots to be constructed with a building permit.

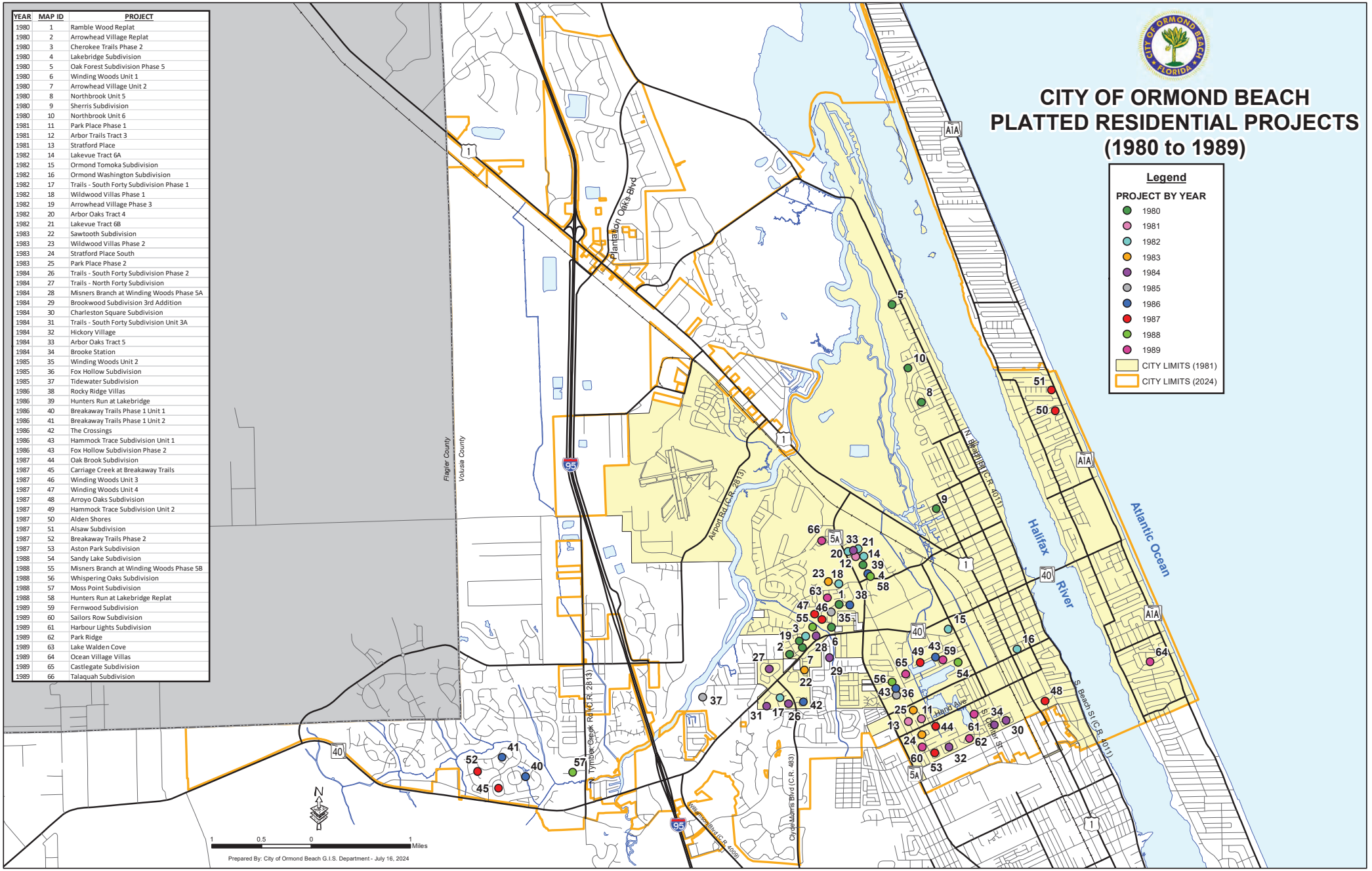
2010-2019:

No residential plats were recorded from 2010 to 2013. The River Oaks subdivision (101 lots) was platted in 2014 and 2016, and the Deer Creek subdivision (98 lots) was platted in 2015 and 2016. The annexed lands of the Chelsea Place subdivision (65 lots) and the Gardens at Addison Oaks (72 townhome lots) were recorded in 2017. The city-approved planned developments of the Pineland subdivision (114 for 3 phases) and Cypress Trail subdivision (48 lots) were recorded in 2019.

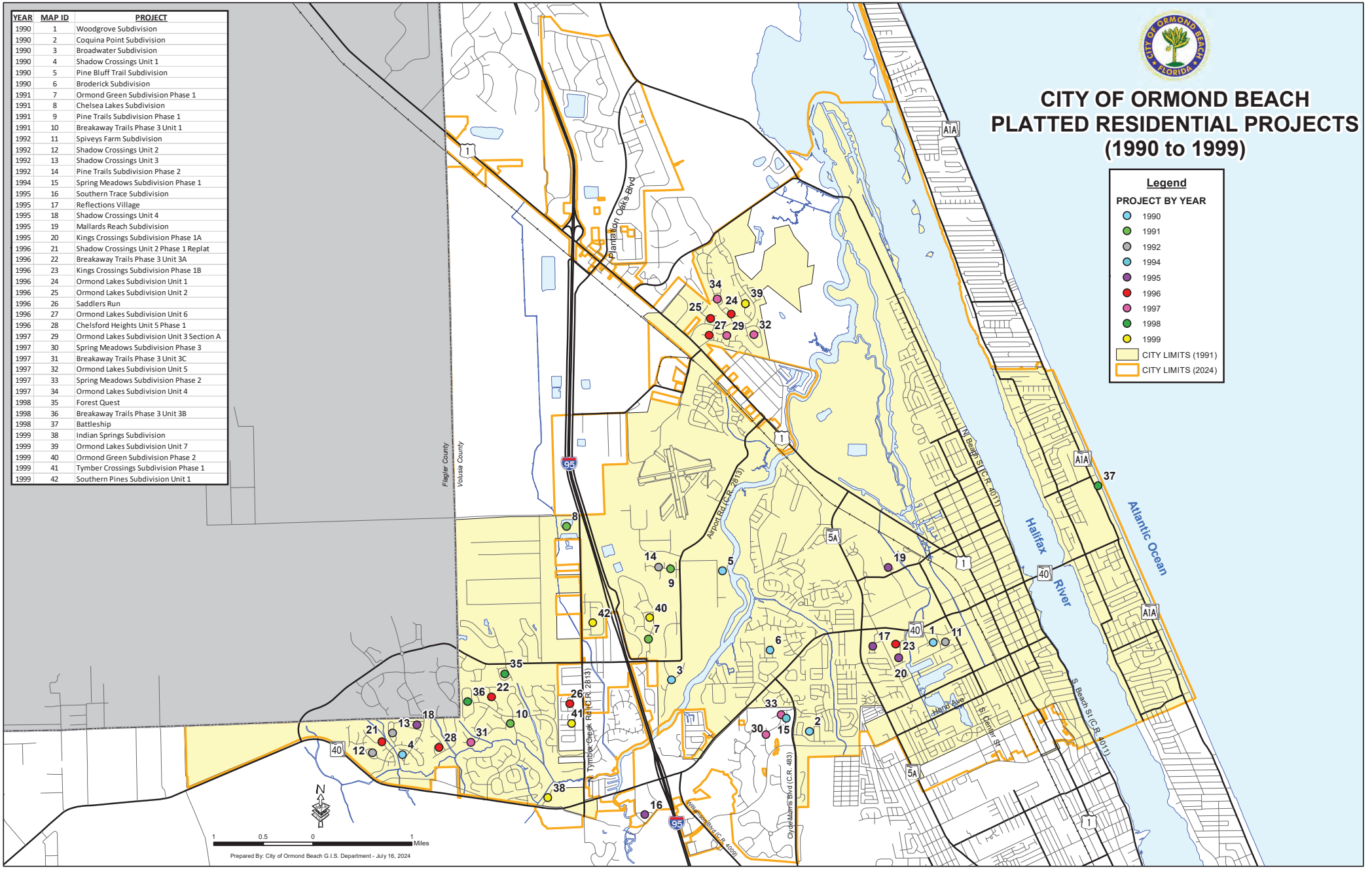
2020-2024:

In 2020, the Pellicer subdivision (5 lots) was recorded. The continued buildout of the Pineland subdivision (78 lots in phases 4 and 5) and the Ormond Grande townhome subdivision (60 lots) were recorded in 2021. In 2023, the Cupola at Oceanside townhome project (12 lots) and the first two subdivisions within Plantation Oaks, Fountain View, Phase 1 (121 lots), and Archer's Mill, Phase 1 (94 lots) were recorded. The following subdivisions were recorded in 2024: RidgeHaven subdivision (286 lots) Archer's Mill, Phase 2 (68 lots), Fountain View, Phase 1B (137 lots) and Archer's Mill, Phase 6 (78 lots). To date, a total of 939 residential lots have been platted from 2020 to 2024.

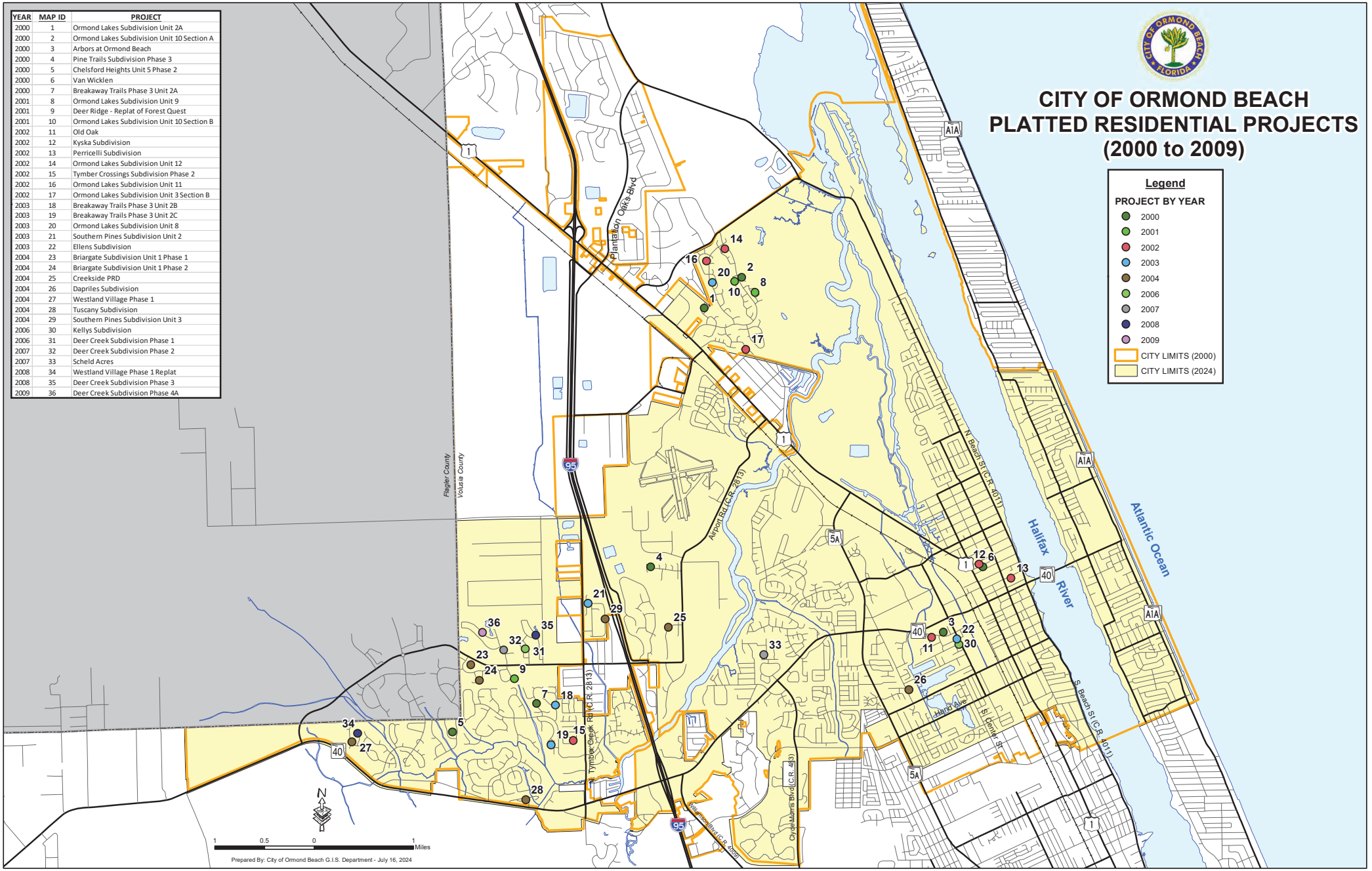

CITY OF ORMOND BEACH
PLATTED RESIDENTIAL PROJECTS
(1980 to 2024)
Legend
1980 thru 1989
1990 thru 1999
2000 thru 2009
2010 thru 2019
2020 thru 2024
CITY LIMITS (2024)
Flagler County
Volusia County
Plantation Oaks Blvd
Airport Rd (C.R. 2813)
Tymber Creek Rd (C.R. 2813)
Clyde Morris Blvd (C.R. 483)
Williamson Blvd (C.R. 4009)
N Beach St (C.R. 4011)
S. Beach St (C.R. 4011)
Halifax River
Atlantic Ocean
Hand Ave
Silver St
N
1 0.5 0 1 Miles
Prepared By: City of Ormond Beach G.I.S. Department - January 2, 2025



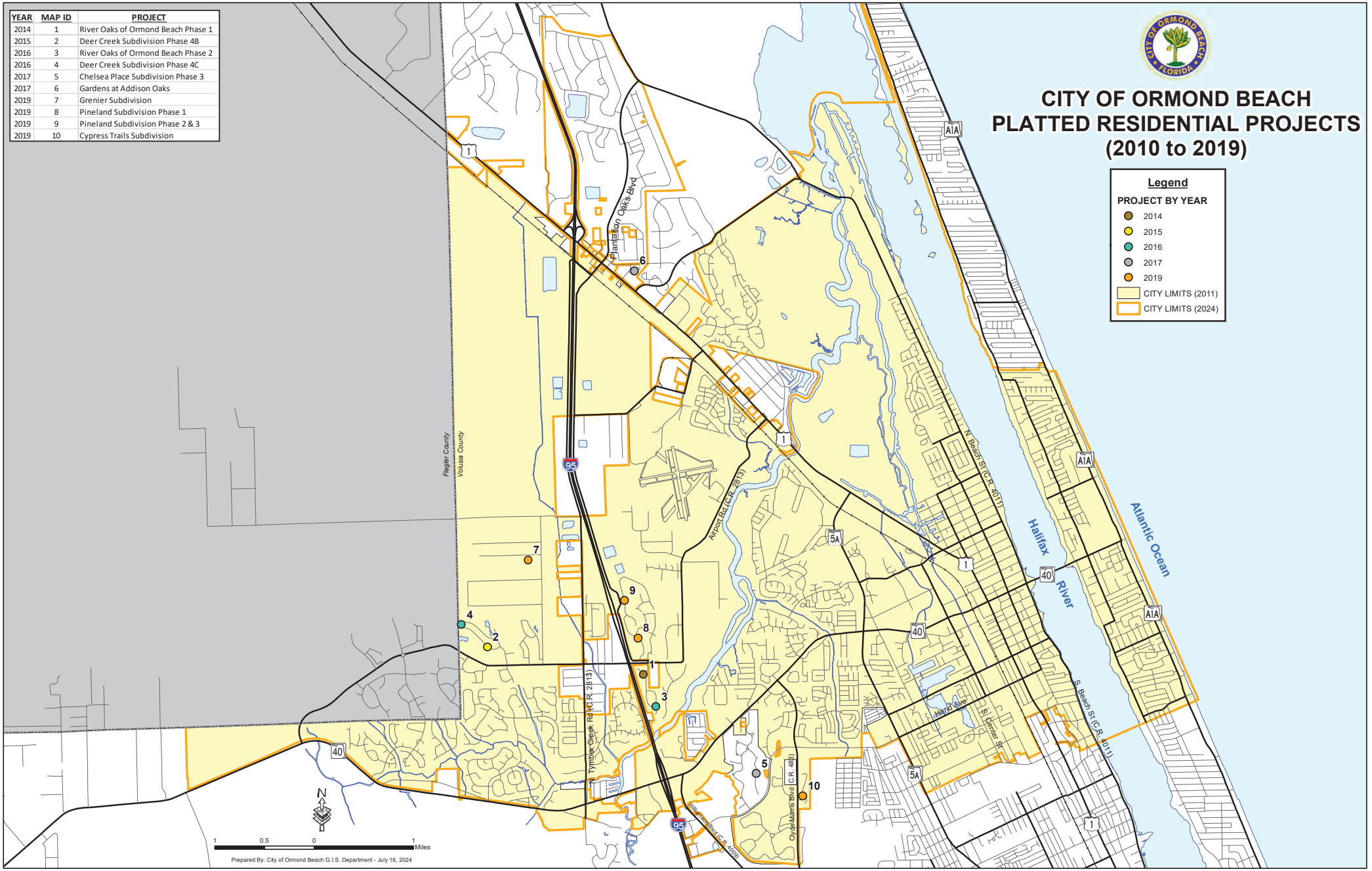
YEAR	MAP ID	PROJECT
1980	1	Ramble Wood Replat
1980	2	Arrowhead Village Replat
1980	3	Cherokee Trails Phase 2
1980	4	Lakebridge Subdivision
1980	5	Oak Forest Subdivision Phase 5
1980	6	Winding Woods Unit 1
1980	7	Arrowhead Village Unit 2
1980	8	Northbrook Unit 5
1980	9	Sherris Subdivision
1980	10	Northbrook Unit 6
1981	11	Park Place Phase 1
1981	12	Arbor Trails Tract 3
1981	13	Stratford Place
1982	14	Lakevue Tract 6A
1982	15	Ormond Tomoka Subdivision
1982	16	Ormond Washington Subdivision
1982	17	Trails - South Forty Subdivision Phase 1
1982	18	Wildwood Villas Phase 1
1982	19	Arrowhead Village Phase 3
1982	20	Arbor Oaks Tract 4
1982	21	Lakevue Tract 6B
1983	22	Sawtooth Subdivision
1983	23	Wildwood Villas Phase 2
1983	24	Stratford Place South
1983	25	Park Place Phase 2
1984	26	Trails - South Forty Subdivision Phase 2
1984	27	Trails - North Forty Subdivision
1984	28	Misners Branch at Winding Woods Phase 5A
1984	29	Brookwood Subdivision 3rd Addition
1984	30	Charleston Square Subdivision
1984	31	Trails - South Forty Subdivision Unit 3A
1984	32	Hickory Village
1984	33	Arbor Oaks Tract 5
1984	34	Brooke Station
1985	35	Winding Woods Unit 2
1985	36	Fox Hollow Subdivision
1985	37	Tidewater Subdivision
1986	38	Rocky Ridge Villas
1986	39	Hunters Run at Lakebridge
1986	40	Breakaway Trails Phase 1 Unit 1
1986	41	Breakaway Trails Phase 1 Unit 2
1986	42	The Crossings
1986	43	Hammock Trace Subdivision Unit 1
1986	43	Fox Hollow Subdivision Phase 2
1987	44	Oak Brook Subdivision
1987	45	Carriage Creek at Breakaway Trails
1987	46	Winding Woods Unit 3
1987	47	Winding Woods Unit 4
1987	48	Arroyo Oaks Subdivision
1987	49	Hammock Trace Subdivision Unit 2
1987	50	Alden Shores
1987	51	Alsaw Subdivision
1987	52	Breakaway Trails Phase 2
1987	53	Aston Park Subdivision
1988	54	Sandy Lake Subdivision
1988	55	Misners Branch at Winding Woods Phase 5B
1988	56	Whispering Oaks Subdivision
1988	57	Moss Point Subdivision
1988	58	Hunters Run at Lakebridge Replat
1989	59	Fernwood Subdivision
1989	60	Sailors Row Subdivision
1989	61	Harbour Lights Subdivision
1989	62	Park Ridge
1989	63	Lake Walden Cove
1989	64	Ocean Village Villas
1989	65	Castlegate Subdivision
1989	66	Talaquah Subdivision



YEAR	MAP ID	PROJECT
1990	1	Woodgrove Subdivision
1990	2	Coquina Point Subdivision
1990	3	Broadwater Subdivision
1990	4	Shadow Crossings Unit 1
1990	5	Pine Bluff Trail Subdivision
1990	6	Broderick Subdivision
1991	7	Ormond Green Subdivision Phase 1
1991	8	Chelsea Lakes Subdivision
1991	9	Pine Trails Subdivision Phase 1
1991	10	Breakaway Trails Phase 3 Unit 1
1992	11	Spiveys Farm Subdivision
1992	12	Shadow Crossings Unit 2
1992	13	Shadow Crossings Unit 3
1992	14	Pine Trails Subdivision Phase 2
1994	15	Spring Meadows Subdivision Phase 1
1995	16	Southern Trace Subdivision
1995	17	Reflections Village
1995	18	Shadow Crossings Unit 4
1995	19	Mallards Reach Subdivision
1995	20	Kings Crossings Subdivision Phase 1A
1996	21	Shadow Crossings Unit 2 Phase 1 Replat
1996	22	Breakaway Trails Phase 3 Unit 3A
1996	23	Kings Crossings Subdivision Phase 1B
1996	24	Ormond Lakes Subdivision Unit 1
1996	25	Ormond Lakes Subdivision Unit 2
1996	26	Saddlers Run
1996	27	Ormond Lakes Subdivision Unit 6
1996	28	Chelsford Heights Unit 5 Phase 1
1997	29	Ormond Lakes Subdivision Unit 3 Section A
1997	30	Spring Meadows Subdivision Phase 3
1997	31	Breakaway Trails Phase 3 Unit 3C
1997	32	Ormond Lakes Subdivision Unit 5
1997	33	Spring Meadows Subdivision Phase 2
1997	34	Ormond Lakes Subdivision Unit 4
1998	35	Forest Quest
1998	36	Breakaway Trails Phase 3 Unit 3B
1998	37	Battleship
1999	38	Indian Springs Subdivision
1999	39	Ormond Lakes Subdivision Unit 7
1999	40	Ormond Green Subdivision Phase 2
1999	41	Tymber Crossings Subdivision Phase 1
1999	42	Southern Pines Subdivision Unit 1

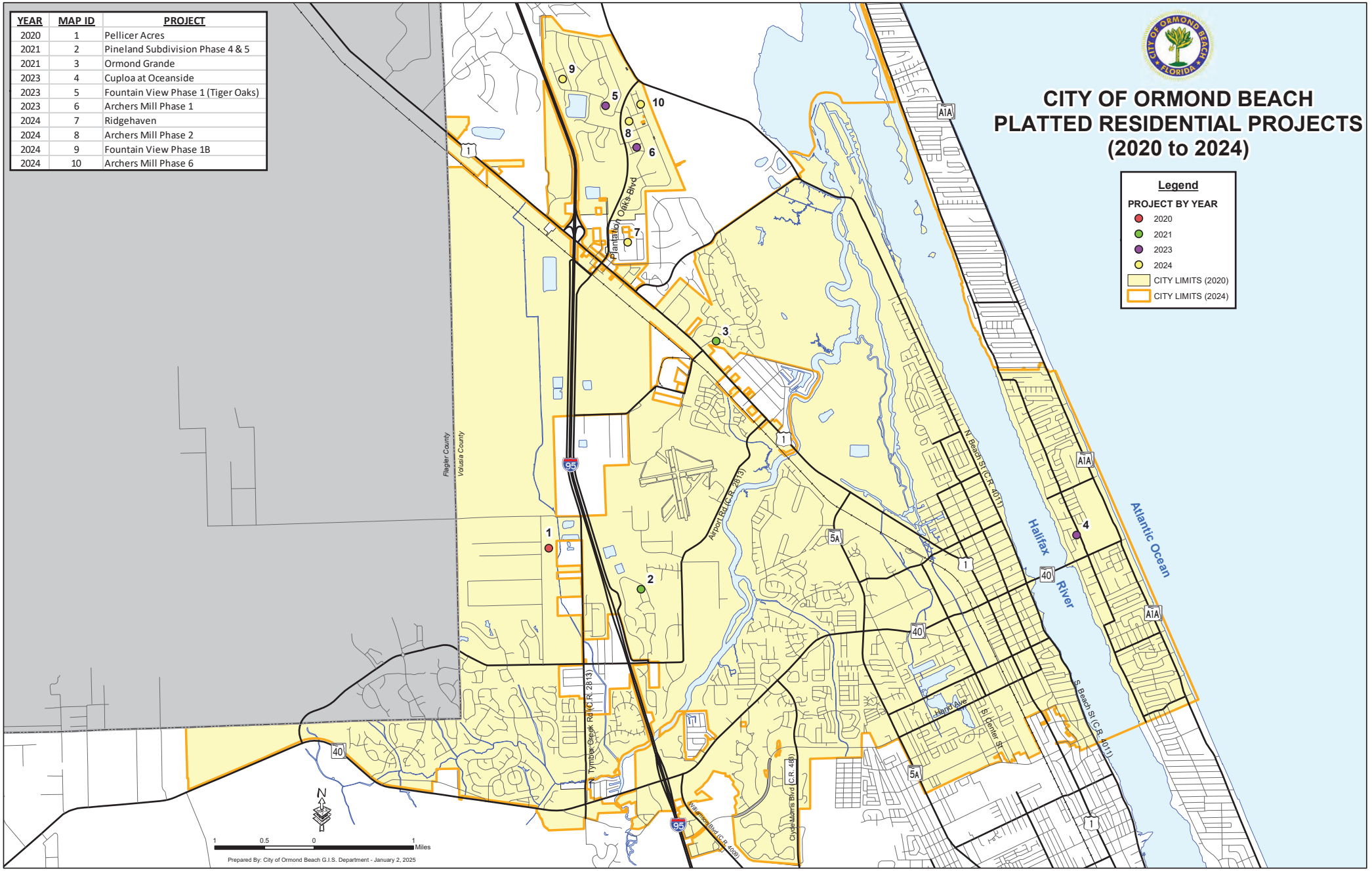


YEAR	MAP ID	PROJECT
2000	1	Ormond Lakes Subdivision Unit 2A
2000	2	Ormond Lakes Subdivision Unit 10 Section A
2000	3	Arbors at Ormond Beach
2000	4	Pine Trails Subdivision Phase 3
2000	5	Chelsford Heights Unit 5 Phase 2
2000	6	Van Wicklen
2000	7	Breakaway Trails Phase 3 Unit 2A
2001	8	Ormond Lakes Subdivision Unit 9
2001	9	Deer Ridge - Replat of Forest Quest
2001	10	Ormond Lakes Subdivision Unit 10 Section B
2002	11	Old Oak
2002	12	Kyska Subdivision
2002	13	Perricelli Subdivision
2002	14	Ormond Lakes Subdivision Unit 12
2002	15	Tymber Crossings Subdivision Phase 2
2002	16	Ormond Lakes Subdivision Unit 11
2002	17	Ormond Lakes Subdivision Unit 3 Section B
2003	18	Breakaway Trails Phase 3 Unit 2B
2003	19	Breakaway Trails Phase 3 Unit 2C
2003	20	Ormond Lakes Subdivision Unit 8
2003	21	Southern Pines Subdivision Unit 2
2003	22	Ellens Subdivision
2004	23	Briargate Subdivision Unit 1 Phase 1
2004	24	Briargate Subdivision Unit 1 Phase 2
2004	25	Creekside PRD
2004	26	Dapriles Subdivision
2004	27	Westland Village Phase 1
2004	28	Tuscany Subdivision
2004	29	Southern Pines Subdivision Unit 3
2006	30	Kellys Subdivision
2006	31	Deer Creek Subdivision Phase 1
2007	32	Deer Creek Subdivision Phase 2
2007	33	Scheld Acres
2008	34	Westland Village Phase 1 Replat
2008	35	Deer Creek Subdivision Phase 3
2009	36	Deer Creek Subdivision Phase 4A



YEAR	MAP ID	PROJECT
2014	1	River Oaks of Ormond Beach Phase 1
2015	2	Deer Creek Subdivision Phase 4B
2016	3	River Oaks of Ormond Beach Phase 2
2016	4	Deer Creek Subdivision Phase 4C
2017	5	Chelsea Place Subdivision Phase 3
2017	6	Gardens at Addison Oaks
2019	7	Grenier Subdivision
2019	8	Pineland Subdivision Phase 1
2019	9	Pineland Subdivision Phase 2 & 3
2019	10	Cypress Trails Subdivision

YEAR	MAP ID	PROJECT
2020	1	Pellicer Acres
2021	2	Pineland Subdivision Phase 4 & 5
2021	3	Ormond Grande
2023	4	Cuploa at Oceanside
2023	5	Fountain View Phase 1 (Tiger Oaks)
2023	6	Archers Mill Phase 1
2024	7	Ridgehaven
2024	8	Archers Mill Phase 2
2024	9	Fountain View Phase 1B
2024	10	Archers Mill Phase 6



Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1980	1	Ramble Wood Replat	37, Page 17	40	7.31	July 14, 1980
	2	Arrowhead Village Replat	37, Page 10	40	6.84	July 16, 1980
	3	Cherokee Trails, Phase 2	37, Page 19	28	5.41	July 22, 1980
	4	Lakebridge	37, Pages 24&25	Tracts	59.99	August 1, 1980
	5	Oak Forest, Phase 5	37, Page 28	13	3.98	August 13, 1980
	6	Winding Woods, Unit 1	37, Pages 80-81	34	8.78	October 21, 1980
	7	Arrowhead Village, Unit 2	37, Pages 82 & 83	41	8.43	October 27, 1980
	8	Northbrook, Unit 5	37, Page 84	57	15.64	October 29, 1980
	9	Sherris	37, Page 108	20	5.51	November 19, 1980
	10	Northbrook, Unit 6	37, Page 114	44	14.13	December 1, 1980
			TOTAL:	**317**	**136.02**	
1981	11	Park Place, Phase 1	37, Page 169	45	6.88	April 21, 1981
	12	Arbor Trails, Tract 3	37, Pages 170-171	33	2.97	April 22, 1981
	13	Stratford Place	38, Page 34	31	9.54	September 1, 1981
			TOTAL:	**109**	**19.39**	
1982	14	Lakevue, Tract 6A	38, Page 98	50	3.31	March 17, 1982
	15	Ormond Tomoka	38, Page 128	10	3.12	May 14, 1982
	16	Ormond Washington	38, Page 129	5	1.70	May 14, 1982
	17	Trails, South Forty, Phase 1	38, Pages 134-135	46	28.76	June 15, 1982
	18	Wildwood Villas, Phase 1	38, Page 154	14	3.27	August 17, 1982
	19	Arrowhead Village, Phase 3	38, Page 167	22	4.59	October 13, 1982
	20	Arbor Oaks, Tract 4	38, Pages 169&170	29	2.64	November 1, 1982
	21	Lakevue, Tract 6B	38, Page 178	33	3.31	December 12, 1982
			TOTAL:	**209**	**50.70**	
1983	22	Sawtooth	38, Page 186	52	15.02	February 4, 1983
	23	Wildwood Villas, Phase 2	39, Pages 38 & 39	25	4.95	June 9, 1983
	24	Stratford Place South	39, Pages 61 & 62	35	10,22	September 1, 1983
	25	Park Place, Phase 2	39, Page 101	50	7.12	September 6, 1983
			TOTAL:	**162**	**27.09**	
1984	26	Trails South Forty, Phase 2	39, Page 107	40	8.83	January 12, 1984
	27	Trails North Forty	39, Pages 112-117	148	38.64	January 20, 1984
	28	Misner's Branch @ Winding Wood	39, Pages 120-121	22	3.16	February 10, 1984
	29	Brookwood, 3rd addition	39, Page 152	17	10.51	April 1984
	30	Charleston Square	39, Pages 155 &156	53	19.58	April 13, 1984
	31	South Forty, Unit 3A	39, Page 157 &158	12	2.61	April 23, 1984
	32	Hickory Village	39, Page 168	61	15.26	May 18, 1984
	33	Arbor Lakes, Tract 5	39, Page 182	35	3.00	June 14, 1984
	34	Brooke Station	40, Page 7	15	4.81	August 29, 1984
			TOTAL:	**403**	**106.40**	
1985	35	Winding Woods, Unit 2	40, Pages 69-70	23	6.09	February 6, 1985
	36	Fox Hollow	40, Pages 144-145	40	13.49	July 26, 1985
	37	Tidewater	40, Page 174	15	29.97	December 9, 1985
			TOTAL:	**78**	**49.55**	
1986	38	Rock Ridge Villas	40, Page 85	7	1.57	March 26, 1985
	39	Hunter's Run at Lakebridge	40, Pages 197 & 198	29	3.58	January 14, 1986
	40	Breakaway Trails Ph 1 Unit 1	41, Pages 29-32	120	104.36	April 19, 1986
	41	Breakaway Trails Ph 1 Unit 2	41, Pages 33 &34	76	60.26	April 19, 1986
	42	The Crossings	41, Page 64	36	14.66	August 21, 1986
	43	Hammock Trace, Unit 1	41, Page 65	31	9.45	September 2, 1986
	43	Fox Hollow, Phase 2	41, Page 95	21	7.60	December 16, 1986
			TOTAL:	**320**	**201.49**	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1987	44	Oak Brook	41, Page 117	30	9.59	February 4, 1987
	45	Carriage Creek at Breakaway Tra	41-119/120	73	30.92	February 10, 1987
	46	Winding Woods, Unit 3	41, Pages 122 & 123	18	5.61	February 20, 1987
	47	Winding Woods, Unit 4	41, Pages 124 & 125	21	8.50	February 20, 1987
	48	Arroyo Oaks	41, Page 143	6	2.05	May 18, 1987
	49	Hammock Trace, Unit 2	41, Page 144	19	5.04	May 20, 1987
	50	Alden Shores	41, Page 153	9	2.86	June 22, 1987
	51	Alsaw	41, Page 165	6	2.54	July 22, 1987
	52	Breakaway Trails Ph 2	41, Pages 185 & 187	97	73.84	October 23, 1987
	53	Aston Park	41, Page 188	32	9.70	October 23, 1987
			TOTAL:	**311**	**150.65**	
1988	54	Sandy Lake	42, Page 14	14	4.15	January 13, 1988
	55	Misner's Branch @ Winding Woods Ph 5B	42, Page 18	9	7.00	January 27, 1988
	56	Whispering Oaks	42, Pages 25 & 26	16	5.80	March 11, 1988
	57	Moss Point	42, Pages 99 &100	19	28.82	October 20, 1988
	58	Hunter's Run at Lakebridge replat	42, Page 101	18	1.26	October 25, 1988
			TOTAL:	**76**	**47.03**	
1989	59	Fernwood	42, Page 118	12	2.96	January 6, 1989
	60	Sailors Row	42, Page 119	13	3.30	January 6, 1989
	61	Harbour Lights	42, Page 143	26	6.42	March 16, 1989
	62	Park Ridge	42, Page 167	70	23.56	May 3, 1989
	63	Lake Walden Cove	42, Pages 175 & 176	22	8.70	May 19, 1989
	64	Ocean Village Villas	42, Pages 192-197	245	39.82	June 28, 1989
	65	Castlegate	42, Page 199	33	11.45	July 3, 1989
	66	Talaquah	43, Page 12	69	22.58	September 11, 1989
			TOTAL:	**490**	**118.79**	
			TOTAL, 1980-1989	**2,475**	**907.10**	2.728

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1990	1	Woodgrove	43, Page 39	25	6.54	January 3, 1990
	2	Coquina Point	43, Pages 40 & 41	109	57.33	January 11, 1990
	3	Broadwater	43, Pages 60 & 61	60	120.33	March 19, 1990
	4	Shadow Crossings, Unit 1	43, Pages 77-81	108	81.44	April 24, 1990
	5	Pine Bluff Trail	43, Pages 83 & 84	5	25.43	May 14, 1990
	6	Broderick	43, Pages 106 & 107	15	15.07	September 6, 1990
			TOTAL:	**322**	**306.14**	
1991	7	Ormond Green, Phase 1	43, Pages 151-152	50	32.25	April 3, 1991
	8	Chelsea Lakes	43, Page 168	3	10.00	April 24, 1991
	9	Pine Trails, Phase 1	43, Page 194	46	20.49	October 24, 1991
	10	Breakaway Trails Ph 3 Unit 1	44, Pages 1 - 7	200	170.03	December 18, 1991
			TOTAL:	**299**	**232.77**	
1992	11	Spiveys' Farms	44, Page 35	19	5.33	August 31, 1992
	12	Shadow Crossings, Unit 2	44, Pages 49-52	77	79.73	September 16, 1992
	13	Shadow Crossings, Unit 3	44, Pages 53-55	52	32.93	September 16, 1992
	14	Pine Trails, Phase 2	44, Pages 72	24	8.95	December 29,1992
			TOTAL:	**172**	**126.94**	
1993		None				
			TOTAL:	0	0.00	
1994	15	Spring Meadows, Phase 1	44, Pages 128-129	28	77.36	May 16, 1994
			TOTAL:	**28**	**77.36**	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1995	16	Southern Trace	44, Pages 200 & 201	24	11.08	February 28, 1995
	17	Reflections Village	45, Pages 33 & 34	60	15.97	June 19, 1995
	18	Shadow Crossings, Unit 4	45, Pages 44 & 45	54	26.34	August 24, 1995
	19	Mallards Reach	45, Pages 46 & 47	35	65.52	August 24, 1995
	20	Kings Crossings, Phase 1A	45, Pages 61 & 62	34	19.07	September 28, 1995
			TOTAL:	**207**	**137.98**	
1996	21	Shadow Crossings, Unit 2, Phase 1 Replat	45, Page 90	No new lots		January 4, 1996
	22	Breakaway Trails Ph 3 Unit 3A	45, Pages 94-96	83	43.85	January 11, 1996
	23	Kings Crossings, Phase 1B	45, Pages 110 &111	31	9.57	March 15, 1996
	24	Ormond Lakes, Unit 1	45, Pages 126-129	39	69.66	May 31, 1996
	25	Ormond Lakes, Unit II	45, Page 155	34	13.50	July 31, 1996
	26	Saddlers Run	45, Page 156	70	29.63	August 2, 1996
	27	Ormond Lakes, Unit VI	45, Pages 179-180	26	8.88	December 10, 1996
	28	Chelsford Heights, unit 5, Phase 1	45, Pages 181-183	45	60.68	December 10, 1996
			TOTAL:	**328**	**235.77**	
1997	29	Ormond Lakes, Unit III, Section A	45, Pages 200-201	41	17.42	January 28, 1997
	30	Spring Meadows, Phase 3	46, Pages 27-28	50	Included in Ph 1	March 25, 1997
	31	Breakaway Trails Ph 3 Unit 3C	46, Pages 77 & 78	26	27.98	July 9, 1997
	32	Ormond Lakes, Unit V	46, Pages 74-76	63	53.66	August 20, 1997
	33	Spring Meadows, Phase 2	45, Pages 192-193	29	Included in Ph 1	January 17, 1997
	34	Ormond Lakes, Unit IV	46, Pages 83	43	19.34	September 18, 1997
			TOTAL:	**252**	**118.40**	
1998	35	Forest Quest	46, Page 170	49	32.83	June 24, 1998
	36	Breakaway Trails Ph 3 Unit 3B	46, Pages 173 & 174	77	42.07	July 31, 1998
	37	Battleship	47, Page 2	3	2.00	November 9, 1998
			TOTAL:	**129**	**76.90**	
1999	38	Indian Springs	47, Pages 10 -11	20	21.56	January 15, 1999
	39	Ormond Lakes, Unit VII	47, Pages 29-30	50	26.03	March 5, 1999
	40	Ormond Green, Phase 2	47, Page 102	44	17.78	October 15, 1999
	41	Tymber Crossings, Phase 1	47, Pages 111-112	70	31.04	November 1, 1999
	42	Southern Pines, Unit 1	47, Page 121	31	26.27	November 8, 1999
			TOTAL:	**215**	**122.68**	
			TOTAL, 1990-1999	**1,952**	**1,434.94**	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2000	1	Ormond Lakes, Unit II-A	47, Pages 136 &137	33	15.04	February 18, 2000
	2	Ormond Lakes, Unit X, Section A	47, Pages 138 &139	21	11.70	March 7, 2000
	3	Abors at Ormond Beach	47, Page 148	2	3.07	April 3, 2000
	4	Pine Trails, Phase 3	47, Pages 158-159	20	15.03	May 12, 2000
	5	Chelsford Heights, Unit 5, Phase 2	47, Pages 160 & 161	36	37.39	May 16, 2000
	6	Van Wicklen	47, Page 192	2	0.63	September 8, 2000
	7	Breakaway Trails Ph 3 Unit 2A	47, Pages 193- 197	78	42.50	September 8, 2000
			TOTAL:	**192**	**125.36**	
2001	8	Ormond Lakes, Unit IX	48, Pages 65-66	44	20.94	March 12, 2001
	9	Deer Ridge - Replat of Forest Quest	48, Page 87	3	0.74	April 25, 2001
	10	Ormond Lakes, Unit X, Section B	48, Page 131	17	8.93	September 25, 2001
			TOTAL:	**64**	**30.61**	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2002	11	Old Oak	48, Page 167	2	3.39	January 7, 2002
	12	Kyska	48, Page 185	4	0.70	February 27, 2002
	13	Perricelli	48, Page 190	2	0.87	March 18, 2002
	14	Ormond Lakes, Unit XII	49, Pages 34-37	44	35.83	July 16, 2002
	15	Tymber Crossings, Phase 2	49, Pages 78-79	44	17.86	October 18, 2002
	16	Ormond Lakes, Unit XI	49, Pages 92-93	75	36.80	November 23, 2002
	17	Ormond Lakes, Unit III, Section B	49, Pages 94-95	39	16.67	November 23, 2002
			TOTAL:	**210**	**112.12**	
2003	18	Breakaway Trails Ph 3 Unit 2B	49-Pages 122/125	81	32.79	February 11, 2003
	19	Breakaway Trails Ph 3 Unit 2C	49-Pages 180 -186	73	85.55	May 14, 2003
	20	Ormond Lakes, Unit VIII	49, Pages 195-196	37	45.62	May 30, 2003
	21	Southern Pines, Unit 2	50, Page 45	47	25.87	August 13, 2003
	22	Ellen's	50, Page 69	3	0.60	October 20, 2003
			TOTAL:	**241**	**190.43**	
2004	23	Briargate, Unit 1, Phase 1	50, pages 119-120	42	45.71	February 13, 2004
	24	Briargate, Unit 1, Phase 2	50, pages 121-122	29	10.39	February 13, 2004
	25	Creekside PRD	50, Pages 192-197	66	58.56	May 13, 2004
	26	Daprile's	51, Page 29	3	0.64	July 14, 2004
	27	Westland Village, Phase 1	51, Pages 34-36	48	33.86	August 3, 2004
	28	Tuscany	51, Pages 46-49	52	24.52	June 18, 2004
	29	Southern Pines, Unit 3	51, Pages 88-89	61	21.02	November 19, 2004
			TOTAL:	**301**	**194.70**	
2005		None				
			TOTAL:	**0**	**0.00**	
2006	30	Kelly's Subdivision	52, Page 136	3	0.70	January 19, 2006
	31	Deer Creek, Phase 1	54, Pages 12-23	48	238.39	December 22, 2006
			TOTAL:	**51**	**239.09**	
2007	32	Deer Creek, Phase 2	54, Pages 167-171	62	Part of DC, Ph 1	November 28, 2007
	33	Scheld Acres	54, Pages 124 & 125	3	3.00	June 12, 2007
			TOTAL:	**65**	**3.00**	
2008	34	Westland Village, Phase 1 Replat	55, Pages 4&5	No new lots	No new lots	
	35	Deer Creek, Phase 3	54, Pages 185-189	89	Part of DC, Ph 1	February 13, 2008
			TOTAL:	**89**	**0.00**	
2009	36	Deer Creek, Phase 4A	55, Pages 93-100	48	Part of DC, Ph 1	December 29, 2009
			TOTAL:	**48**	**0.00**	
			TOTAL, 2000-2009	**1,261**	**895.31**	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2010		None				
			TOTAL:	**0**	**0.00**	
2011		None				
			TOTAL:	**0**	**0.00**	
2012		None				
			TOTAL:	**0**	**0.00**	
2013		None				
			TOTAL:	**0**	**0.00**	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2014	1	River Oaks of Ormond Beach, Phase 1	56, Pages 80-81	47	25.01	June 16, 2014
			TOTAL:	**47**	**25.01**	
2015	2	Deer Creek, Phase 4B	56, Pages 127-130	49	Part of DC, Ph 1	March 17, 2015
			TOTAL:	**49**	**0.00**	
2016	3	River Oaks of Ormond Beach, Phase 2	57, Pages 123-126	54	33.26	October 19, 2016
	4	Deer Creek, Phase 4C	57, Pages 109-110	49	Part of DC, Ph 1	June 21, 2016
			TOTAL:	**103**	**33.26**	
2017	5	Chelsea Place, Phase 3	58, Pages 11-17	65	56.47	March 17, 2017
	6	Gardens at Addison Oaks	58, Pages 129	72	10.87	December 13, 2017
			TOTAL:	**137**	**67.34**	
2018		None				
			TOTAL:	0	0.00	
2019	7	Grenier Subdivision	60, Pages 92 & 93	4	20.00	May 8, 2019
	8	Pineland, Phase 1	60, Pages 113-117	44	22.58	June 14, 2019
	9	Pineland Phases 2&3	60, Pages 118-123	70	42.96	June 14, 2019
	10	Cypress Trail	60, Pages 143-146	48	28.65	August 1, 2019
			TOTAL:	**166**	**114.19**	
			TOTAL, 2010-2019	**502**	**239.80**	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2020	1	Pellicer	61, Pages 173 & 174	5	25.00	September 25, 2020
			TOTAL:	**5**	**25.00**	
2021	2	Pineland, Phases 4 & 5	62, Pages 91-99	78	80.54	March 18, 2021
	3	Ormond Grande	62, 140-145	60	11.86	July 16, 2021
			TOTAL:	**138**	**92.4**	
2022		None				
			TOTAL:	**0**	**0**	
2023	4	Cupola at Oceanside	64, Pages 139-140	12	1.48	March 13, 2023
	5	Fountain View, Phase 1 (Tiger Oaks)	65, Pages 56-66	121	100.92	August 25, 2023
	6	Archer's Mill, Phase 1	65, Pages 141-147	94	42.38	November 3, 2024
			TOTAL:	**227**	**144.78**	
2024	7	RidgeHaven	66, Pages 26-43	286	103.45	June 5, 2024
	8	Archer's Mill, Phase 2	66, Pages 54-58	68	25.53	August 19, 2024
	8	Fountain View, Phase 1B	66, 75-85	137	77.91	September 9, 2024
	10	Archer's Mill, Phase 6	66, 154-159	78	46.54	December 30, 2024
			TOTAL:	**569**	**253.43**	
			TOTAL, 2020-2024	**939**	**516**	

Permitted Development Projects, 2010 to 2024

By the numbers: Type of development projects permitted by category:

Type of Use	2010-2019, Number of Projects	2010-2019 Square Feet or Units	2020-2024, Number of Projects	2020-2024 Square Feet or Units
Commercial	38	217,725	15	98,850
House of Worship	2	72,585	0	NA
Industrial	15	353,408	16	567,982
Infrastructure, commercial	1	NA	1	NA
Institutional	11	62,240	8	145,380
Multi-Family	3	212 units	0	NA
Office	8	179,230	3	20,348
Parking/ RV & Boat Storage	6	NA	1	NA
Residential (single-family/townhouses)	5	455	16	1,716
Telecommunication Towers	2	NA	0	NA
Transient Lodging	1	124 units	1	125 units

Note: The information in the table above and in the information below are all permitted developments. No approved development that has not been constructed are included.

Commercial: This includes uses such as retail sales, restaurants, restaurants with drive-thru, convenience gas stations, and banks.

2010-2019:

1. There were new and re-constructed gas stations, including (a) RaceTrac (1670 West Granada Boulevard), (b) Wawa (600 West Granada Boulevard), (c) Sunoco's (1546 West Granada Boulevard, 3 North Yonge, and 460 South Atlantic Avenue).
2. The Shoppes on Granada, 1254 through 1298 West Granada Boulevard, developed new retail uses, including an Aldi and a Starbucks.
3. A number of restaurants were constructed, including (a) Jimmy Johns (300 West Granada Boulevard), (b) Zaxby's (1287 West Granada Boulevard), (c) Maria Bonita expansion (196 West Granada Boulevard), (d) Hull's Seafood expansion (111 West Granada Boulevard), (e) Pumphouse redevelopment (124 West Granada Boulevard), and (f) Dunkin' Donuts redevelopment (1535 N. U.S. Highway 1).

4. Several banks were constructed, including (a) Chase Bank (75 Shadow Lakes Boulevard), (b) Vystar Credit Union (1301 West Granada Boulevard), and Chase Bank redevelopment (1520 West Granada Boulevard).
5. Multiple properties were redeveloped, including (a) CVS (790 West Granada Boulevard), Dollar General (1545 N. US Highway 1), Starbucks (125 East Granada Boulevard), and Surf Style (600 West Granada Boulevard).

2020-2024:

1. Redevelopments: Publix reconstruction (220 North Nova Road) and Ocean Club redevelopment (88 South Atlantic Avenue).
2. North US1 retail: Ace Hardware (1480 North U.S. Highway 1) new retail sales in the North US 1 corridor.
3. Granada Pointe: Culver's (655 West Granada Boulevard) and IHOP (675 West Granada Boulevard).

House of Worship: This category includes churches.

2010-2019:

Tomoka Christian Church (1450 Hand Avenue) constructed a new facility, and Salty Church (221 Vining Court) performed a significant expansion.

2020-2024:

No activity.

Industrial: This category includes warehousing, manufacturing, and other light industrial uses.

2010-2019:

1. S.R. Perrott (1280 N. U.S. Highway 1) constructed a new facility in 2013 and performed an expansion in 2019.
2. Airport Business Park: (a) E-LAB expansion (8 East Tower Circle), (b) Valiant Diners (15 West Tower Circle), (c) Concentrated Aloe (20 West Tower Circle).

2020-2024:

1. Indoor self-storage: (a) All-Aboard Storage (263 S. Nova Road), (b) All-Aboard Storage (Interchange Depot), (c) Stor-It (1405 N. U.S. Highway 1, and (d) Ormond Central (768 West Granada Boulevard).
2. Airport Business Park: (a) GPR1 (105 Runway Drive), (b) Valiant Diners (15 West Tower Circle, (c) Beach House Graphics (7 East Tower Circle).

Infrastructure, Commercial: This category includes a commercial subdivision where the property is cleared and graded and infrastructure, including stormwater, utilities, common roadways, and landscaping, is constructed.

2010-2019:

1. Granada Point: This project is at 600 West Granada Boulevard.

2020-2024:

1. Ormond Central: This project is at 768 West Granada Boulevard.

Institutional: This category includes public facilities such as parks, assisted living facilities, child care centers, and other governmental facilities.

2010-2019:

1. Ormond Beach park facilities: Andy Romano Beachfront Park (839 South Atlantic Avenue), the Sports Complex Field House (80 Doug Thomas Way), and the Environmental Discovery Center (601 Division Avenue) were constructed in this timeframe.
2. Assisted Living Facilities: Sarah House (30 Forest Court) and For Our Parents (495 Sterthaus Drive) were constructed.

2020-2024:

1. Assisted Living Facilities: Paradise Pointe (350 Clyde Morris Boulevard) and Revella (1211 West Granada Boulevard) were constructed.
2. Art Museum: performed a major redevelopment at 78 East Granada Boulevard.
3. Ormond Beach park facilities: South Ormond Neighborhood Center (176 Division) added a gymnasium.

Multifamily: This category includes multi-family developments.

2010-2019:

1. Madison Glen (570 Sterthaus Drive) – 96 units, senior housing.
2. Olive Grove (765 West Granada Boulevard) - 88 affordable/attainable housing units.
3. Ormond Renaissance Condominium (799 Sterthaus Drive) 28 units (one of ten buildings) – new multifamily.

2020-2024:

No activity.

Office: This category includes offices and medical offices.

2010-2019:

4. Security First (1001 Broadway Avenue) is the first development within Ormond Crossings.
5. Olive Grove (775 West Granada Boulevard) and Realty Pros (900 West Granada) constructed new office facilities.

2020-2024:

1. Complete Cardiology (1240 West Granada Boulevard) and Halifax Paving (860 Hull Road) performed office expansions at existing developed properties.

2. Full-Time Construction (1255 North US Highway 1) constructed a new office building.

Parking and Storage: This category includes stand-alone parking lots and RV & boat storage facilities.

2010-2019:

1. RV & boat parking: Stor-It (99 Portland Street), 146 North Orchard Street, and Total Comfort (1345 N. US Highway 1) constructed new RV and boat storage facilities.
2. Volusia County created an off-beach parking lot at 650 South Atlantic Avenue.

2020-2024:

1. RV & boat parking: 835 Hull Road is in the process of creating RV and boat storage.

Residential Development: This category includes the subdivision infrastructure improvements for single-family and townhome developments. Additional building permits are required for the construction of buildings.

2010-2019:

Residential development in Ormond Beach was slowed based on the economy (2010-2015) and a lack of vacant residential land. River Oaks was approved in Volusia County and annexed into the city based on connections to city utilities. Chelsea Place, Phase 3, also annexed based on a utility connection. Cypress Trails and Pineland subdivisions were planned developments approved later in the decade. A list of the residential developments is provided below:

Subdivision	**Lots**
Deer Creek, Phase 4	49
River Oaks	101
Chelsea Place	65
Cypress Trails	48
Pineland	192
Total	**455**

2020-2024:

Ormond Beach annexed the Plantation Oaks subdivision, an approved Development of Regional Impact and Planned Development in Volusia County based upon a connection to city utilities. Other land areas in the Plantation Oaks Boulevard annexed for utility connections included RidgeHaven and Bradford Park. The list below comprises a mix of manufactured homes, townhomes, and various sizes of single-family lots. A list of the residential developments is provided below:

Subdivision	Lots
Ormond Grande, Townhomes	60
Plantation Oaks, Phase 2B, Manufactured Homes	125
Cupola, Townhomes	12
Fountain View, Phase 1A	121
Plantation Oaks, Phase 2C, Manufactured Homes	121
Plantation Oaks, Phase 2D, Manufactured Homes	84
Archer's Mill, Phase 1 (Plantation Oaks)	94
Archer's Mill, Phase 2 (Plantation Oaks)	68
Archer's Mill, Phase 5 (Plantation Oaks)	114
Archer's Mill, Phase 6 (Plantation Oaks)	78
RidgeHaven	286
Tides Edge	15
Fountain View, Phase 1B (Plantation Oaks)	137
Bradford Lakes (Plantation Oaks)	80
Bradford Park, Townhomes	180
Fountain View, Phase 1C	141
Total	**1,716**

Telecommunication Towers: This category includes stand-alone telecommunication towers.

2010-2019:

1. Two telecommunication towers were constructed at 1 South Old Kings Road (now 768 West Granada Boulevard) and 610 South Yonge Street.

2020-2024:

No activity.

Transient Lodging: This category includes hotels and motels.

2010-2019:

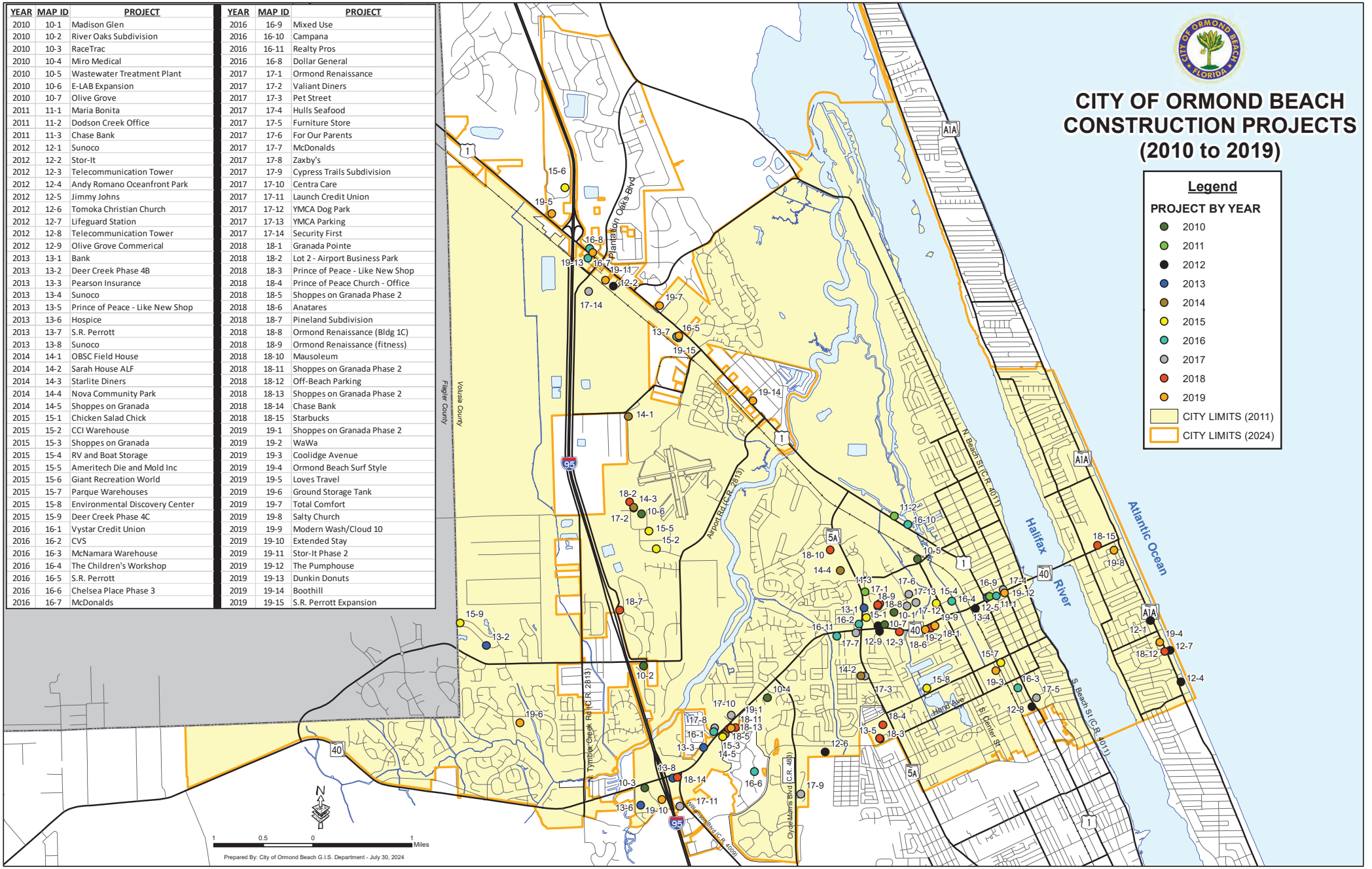
1. Extended Stay (275 Interchange Boulevard) was constructed.

2020-2024:

2. Ormond Beach Holdings (251 South Atlantic Avenue) is under construction.

CITY OF ORMOND BEACH CONSTRUCTION PROJECTS (2010 to 2019)

YEAR	MAP ID	PROJECT
2010	10-1	Madison Glen
2010	10-2	River Oaks Subdivision
2010	10-3	RaceTrac
2010	10-4	Miro Medical
2010	10-5	Wastewater Treatment Plant
2010	10-6	E-LAB Expansion
2010	10-7	Olive Grove
2011	11-1	Maria Bonita
2011	11-2	Dodson Creek Office
2011	11-3	Chase Bank
2012	12-1	Sunoco
2012	12-2	Stor-It
2012	12-3	Telecommunication Tower
2012	12-4	Andy Romano Oceanfront Park
2012	12-5	Jimmy Johns
2012	12-6	Tomoka Christian Church
2012	12-7	Lifeguard Station
2012	12-8	Telecommunication Tower
2012	12-9	Olive Grove Commerical
2013	13-1	Bank
2013	13-2	Deer Creek Phase 4B
2013	13-3	Pearson Insurance
2013	13-4	Sunoco
2013	13-5	Prince of Peace - Like New Shop
2013	13-6	Hospice
2013	13-7	S.R. Perrott
2013	13-8	Sunoco
2014	14-1	OBSC Field House
2014	14-2	Sarah House ALF
2014	14-3	Starlite Diners
2014	14-4	Nova Community Park
2014	14-5	Shoppes on Granada
2015	15-1	Chicken Salad Chick
2015	15-2	CCI Warehouse
2015	15-3	Shoppes on Granada
2015	15-4	RV and Boat Storage
2015	15-5	Ameritech Die and Mold Inc
2015	15-6	Giant Recreation World
2015	15-7	Parque Warehouses
2015	15-8	Environmental Discovery Center
2015	15-9	Deer Creek Phase 4C
2016	16-1	Vystar Credit Union
2016	16-2	CVS
2016	16-3	McNamara Warehouse
2016	16-4	The Children's Workshop
2016	16-5	S.R. Perrott
2016	16-6	Chelsea Place Phase 3
2016	16-7	McDonalds
2016	16-9	Mixed Use
2016	16-10	Campana
2016	16-11	Realty Pros
2016	16-8	Dollar General
2017	17-1	Ormond Renaissance
2017	17-2	Valiant Diners
2017	17-3	Pet Street
2017	17-4	Hulls Seafood
2017	17-5	Furniture Store
2017	17-6	For Our Parents
2017	17-7	McDonalds
2017	17-8	Zaxby's
2017	17-9	Cypress Trails Subdivision
2017	17-10	Centra Care
2017	17-11	Launch Credit Union
2017	17-12	YMCA Dog Park
2017	17-13	YMCA Parking
2017	17-14	Security First
2018	18-1	Granada Pointe
2018	18-2	Lot 2 - Airport Business Park
2018	18-3	Prince of Peace - Like New Shop
2018	18-4	Prince of Peace Church - Office
2018	18-5	Shoppes on Granada Phase 2
2018	18-6	Anatares
2018	18-7	Pineland Subdivision
2018	18-8	Ormond Renaissance (Bldg 1C)
2018	18-9	Ormond Renaissance (fitness)
2018	18-10	Mausoleum
2018	18-11	Shoppes on Granada Phase 2
2018	18-12	Off-Beach Parking
2018	18-13	Shoppes on Granada Phase 2
2018	18-14	Chase Bank
2018	18-15	Starbucks
2019	19-1	Shoppes on Granada Phase 2
2019	19-2	WaWa
2019	19-3	Coolidge Avenue
2019	19-4	Ormond Beach Surf Style
2019	19-5	Loves Travel
2019	19-6	Ground Storage Tank
2019	19-7	Total Comfort
2019	19-8	Salty Church
2019	19-9	Modern Wash/Cloud 10
2019	19-10	Extended Stay
2019	19-11	Stor-It Phase 2
2019	19-12	The Pumphouse
2019	19-13	Dunkin Donuts
2019	19-14	Boothill
2019	19-15	S.R. Perrott Expansion



YEAR	MAP ID	PROJECT
2020	20-1	Publix
2020	20-2	GoJuice
2020	20-3	OBSC Championship Softball Field
2020	20-4	Casements
2020	20-5	Edgewell
2020	20-6	Calvary Christian Church
2020	20-7	Nova Rd Climate Controlled Storage
2020	20-8	Publix
2020	20-9	Starbucks
2020	20-10	Gernfree
2020	20-11	Art Musuem
2021	21-1	Ormond Grande
2021	21-2	Waffle House
2021	21-3	Plantation Oaks Phase 2B
2021	21-4	KOMN Condo Association
2021	21-5	US 1 Business Park
2021	21-6	Ace Hardware
2021	21-7	McNamara
2021	21-8	Paradise Pointe
2021	21-9	The Cupola
2021	21-10	Plantation Oaks Phase 1A
2021	21-11	Plantation Oaks Phase 2C
2021	21-12	Plantation Oaks Phase 2D
2021	21-13	GPR1
2021	21-14	Perrott Depot
2021	21-15	Volusia Memorial
2022	22-1	SONC Gym Addition
2022	22-2	Riverbend
2022	22-3	Interchange Depot
2022	22-4	Caldera Spas
2022	22-5	Revella
2022	22-6	Celadine
2022	22-7	Ormond Central
2022	22-8	Ocean Club
2022	22-9	Loves Whole Food
2022	22-10	Traders Inn
2023	23-1	Iris

YEAR	MAP ID	PROJECT
2023	23-2	MetroNet Hub
2023	23-3	Archers Mill Phase 1
2023	23-4	Complete Cardiology
2023	23-5	Splash Car Wash
2023	23-6	Hull Road RV/Boat Storage
2023	23-7	Halifax Paving Office
2023	23-8	Stor-It
2023	23-9	Winkler
2023	23-10	Hunters Ridge Indoor Storage
2022	23-21	Valiant Diner Phase 3
2023	23-11	Beach House Graphics
2023	23-12	Corinthian Villas
2023	23-13	2960 Ocean Shore Blvd
2023	23-14	Ormond Central Self Storage
2023	23-15	Archers Mill Phase 1
2023	23-16	Archers Mill Phase 5
2023	23-17	Archers Mill Phase 6
2023	23-18	Mister Car Wash
2023	23-19	Sand Pointe
2023	23-20	Ridgehaven
2023	23-21	Valiant Diner Phase 4
2024	24-1	Tides Edge
2024	24-2	Germfree
2024	24-3	Ormond Beach Holdings
2024	24-4	Fountain View Phase 1B
2024	24-5	Full Time Office
2024	24-6	Culvers
2024	24-7	Archers Mill Amenity Building
2024	24-8	Bradford Lakes
2024	24-9	Bradford Park
2024	24-10	Baileys By the Sea
2024	24-11	MetroNet
2024	24-12	IHOP
2024	24-13	Woodside
2024	24-14	Amberwoods
2024	24-15	Fountain View Phase 1C
2024	24-16	Baileys by the Sea Phase 2

CITY OF ORMOND BEACH CONSTRUCTION PROJECTS (2020 to 2024)

Legend

PROJECT BY YEAR
- 2020
- 2021
- 2022
- 2023
- 2024
- CITY LIMITS (2020)
- CITY LIMITS (2024)

Plantation Oaks Blvd
Flagler County
Volusia County
N
1 0.5 0 1 Miles
Prepared By: City of Ormond Beach G.I.S. Department - January 2, 2025

Permitted Construction Projects, 2010-2019

2010

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	April 12, 2010	570 Sterthaus Drive	Madison Glen	Multi-Family	New	96 units
2	May 12, 2010	River Oaks	100 River Manor	Residential	New	101 units
3	May 18, 2010	1670 West Granada Boulevard	RaceTrac	Commercial	New	4,997
4	October 18, 2010	150 Sage Brush Trail	Miro medical	Office	New	6,543
5	October 20, 2010	550 North Orchard Street	Wastewater Treatment	Industrial	Expansion	54,255
6	November 29, 2010	8 East Tower Circle	E-LAB	Industrial	Expansion	8,000
7	December 6, 2010	765 West Granada Boulevard	Olive Grove	Multi-Family	New	88 units

2011

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 4, 2011	195 West Granada Boulevard	Maria Bonita	Commercial	Expansion	3,882
2	April 7, 2011	823 North U.S. Highway 1	Dodson Creek office	Office	New	3,400
3	November 2, 2011	75 Shadow Lakes Boulevard	Chase Bank	Commercial	Redevelopment	4,288

2012

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	June 3, 2012	460 South Atlantic Avenue	Sunoco	Commercial	Redevelopment	2,455
2	June 12, 2012	99 Portland Street	Stor-It	Parking/ RV	New	NA
3	July 9, 2012	1 South Old Kings Road	Tower	Telecommunication tower	New	NA
4	July 12, 2012	839 South Atlantic Avenue	Andy Romano	Institutional	Redevelopment	3,070
5	August 10, 2012	300 West Granada Boulevard	Jimmy Johns	Commercial	Redevelopment	2,750
6	August 30, 2012	1450 Hand Avenue	Tomoka Christian Church	House of Worship	New	61,000
7	August 31, 2012	301 Cardinal Drive	Lifeguard station	Institutional	Redevelopment	2,160
8	October 4, 2012	610 South Yonge Street	Tower	Telecommunication tower	New	NA
9	October 9, 2012	775 West Granada Boulevard	Olive Grove	Office	New	11352

Permitted Construction Projects, 2010-2019

2013

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 23, 2013	115 North Nova Road	Bank	Commercial	New	1,800
2	April 26, 2013	1387 West Granada Boulevard	Pearson Insurance	Office	Redevelopment	2,000
3	August 5, 2013	3 North Yonge Street	Sunoco	Commercial	Redevelopment	3,159
4	August 6, 2013	1225 Hand Avenue	Prince of Peace, Like New Shop	Commercial	New	6,260
5	September 9, 2013	235 Booth Road	Hospice	Institutional	Expansion	20,320
6	October 11, 2013	1280 North US Highway 1	S.R. Perrott	Industrial	New	81,200
7	October 23, 2013	1546 West Granada Boulevard	Sunoco	Commercial	Redevelopment	3,150
8	December 4, 2013	150 Business Center Drive	Weber Construction	Industrial	New	7,500

2014

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 14, 2014	80 Doug Thomas Way	OB Field House	Institutional	Expansion	4,500
2	March 26, 2014	Deer Creek, Phase 4C	Deer Creek, Phase 4B	Residential	New	49
3	August 1, 2014	30 Forest Court	Sarah House ALF	Institutional	New	10,295
4	August 21, 2014	15 West Tower Circle	Starlite Diners	Industrial	New	21,825
5	November 13, 2014	440 North Nova Road	Nova Rec	Institutional	Redevelopment	NA
6	December 2, 2014	1298 West Granada Boulevard	Shoppes on Granada	Commercial	New	30,673

2015

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 13, 2015	75 North Nova Road	Chick Salad Chick	Commercial	Redevelopment	5,322
2	May 12, 2015	7 Sunshine Boulevard	CCI Warehouse	Industrial	Expansion	4,200
3	June 23, 2015	1310 West Granada Boulevard	Shoppes on Granada	Commercial	See Above	See Above
4	July 6, 2015	146 North Orchard Street	RV & Boat Storage	Parking/ RV	New	NA

Permitted Construction Projects, 2010-2019

2015 (Continued)						
#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
5	July 23, 2015	1 East Tower Circle	Ameritech	Industrial	New	33,000
6	July 23, 2015	280 Destination Daytona Lane	Giant Recreation World	Commercial	New	25,811
7	September 11, 2015	320 Parque Drive	Parque Warehouses	Industrial	New	3,500
8	September 22, 2015	601 Division Avenue	Environmental Discovery Center	Institutional	Expansion	1,980

2016						
#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 7, 2016	1301 West Granada Boulevard	Vystar Credit Union	Commercial	New	4,500
2	February 1, 2016	795 West Granada Boulevard	CVS	Commercial	Redevelopment	13,013
3	February 24, 2016	480 Andalusia Avenue	McNamara	Industrial	New	4,589
4	March 9, 2016	506 Lincoln Avenue	The Children's Workshop	Institutional	Expansion	3,032
5	March 20, 2016	1280 North U.S. Highway 1	S.R. Perrott	Industrial	Expansion	22,000
6	April 20, 2016	463 Nottinghill Street	Chelsea Place, Phase 3	Residential	New	65 SFH lots
7	May 23, 2016	1530 North U.S. Highway 1	McDonald's	Commercial	Expansion	27
8	July 12, 2016	1545 North U.S. Highway 1	Dollar General	Commercial	Redevelopment	9,100
9	August 3, 2016	164 West Granada Boulevard	Mixed Use	Commercial	Redevelopment	2,280
10	August 25, 2016	783 North U.S. Highway 1	Campana	Commercial	New	4,232
11	November 3, 2016	900 West Granada Boulevard	Realty Pros	Office	New	11,400

2017						
#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	February 28, 2017	875 Sterthaus Drive	Ormond Renaissance	Multi-Family	New	3,500
2	May 4, 2017	15 West Tower Circle	Valiant Diners	Industrial	Expansion	20,000

Permitted Construction Projects, 2010-2019

2017 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
3	June 28, 2017	240 South Nova Road	Pet Street	Commercial	New	5,263
4	July 19, 2017	111 West Granada Boulevard	Hull's Seafood	Commercial	Expansion	2,940
5	August 16, 2017	589 South Yonge Street	Furniture Store	Commercial	Expansion	8,704
6	August 29, 2017	495 Sterthaus Drive	For Our Parents	Institutional	New	15,975
7	September 7, 2017	100 South Nova Road	McDonald's	Commercial	Expansion	49
8	September 13, 2017	1287 West Granada Boulevard	Zaxby's	Commercial	New	3,847
9	September 25, 2017	355 Clyde Morris Boulevard	Cypress Trails	Residential	New	48 SFH lots
10	October 25, 2017	1245 West Granada Boulevard	Centra Care	Office	Redevelopment	5,285
11	October 31, 2017	240 Williamson Boulevard	Launch Credit Union	Commercial	New	4,846
12	December 8, 2017	500 Sterthaus Drive	YMCA Dog Park	Institutional	New	NA
13	December 8, 2017	500 Sterthaus Drive	YMCA Parking	Parking	Expansion	NA
14	December 13, 2017	1001 Broadway Avenue	Security First	Office	New	136,085

2018

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2018	600 West Granada Boulevard	Granada Pointe	Infrastructure	NA	NA
2	February 15, 2018	20 West Tower Circle	Lot 2 Airport Business Park	Industrial	New	40,000
3	March 16, 2018	1225 Hand Avenue	Prince of Peace, Like New	Commercial	Expansion	2,680
4	March 16, 2018	600 South Nova Road	Prince of Peace	Office	Expansion	3,165
5	July 25, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	NA
6	~~July 27, 2018~~	~~720 West Granada Boulevard~~	~~Antares~~	Institutional	~~EXPIRED~~	~~123 units~~
7	August 9, 2018	301 Pineland Trail	Pineland subdivision	Residential	New	192 units
8	August 14, 2018	799 Sterthaus Drive	Ormond Renaissance Condo (Building 1C)	Multi-Family	New	28 units

Permitted Construction Projects, 2010-2019

2018 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
9	August 23, 2018	865 Sterthaus Drive	Ormond Renaissance Condo (Fitness)	Multi-Family	New	1,330
10	September 26, 2018	550 North Nova Road	Mausoleum	Institutional	Expansion	908
11	October 11, 2018	1254 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	2,740
12	October 24, 2018	650 South Atlantic Avenue	Off-Beach parking	Parking	Redevelopment	124 spaces
13	October 29, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	5,005
14	November 2, 2018	1520 West Granada Boulevard	Chase Bank	Commercial	Redevelopment	3,470
15	November 7, 2018	125 East Granada Boulevard	Starbucks	Commercial	Redevelopment	2,509

2019

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2019	1260 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	21,685
2	February 22, 2019	600 West Granada Boulevard	WaWa	Commercial	New	6,119
3	February 28, 2019	8 Coolidge Avenue	Coolidge Avenue Warehouses	Industrial	New	14,607
4	March 14, 2019	600 South Atlantic Avenue	OB Surf Style	Commercial	Redevelopment	12,195
5	May 2, 2019	1657 North U.S. Highway 1	Love's Travel	Commercial	Expansion	589
6	June 19, 2019	35 Breakaway Trails Way	Ground Storage tank	Institutional	Redevelopment	NA
7	July 31, 2019	1345 North U.S. Highway 1	Total Comfort	Parking/RV	New	150 spaces
8	August 6, 2019	221 Vining Court	Salty Church	House of Worship	Expansion	11,585
9	October 1, 2019	520 West Granada Boulevard	Modern Wash/Cloud 10	Commercial	New	4,927
10	October 3, 2019	275 Interchange Boulevard	Extended Stay	Transient Lodging	New	124 units
11	October 18, 2019	99 Portland Avenue	Stor it, Phase 2	RV & Boat storage	New	NA
12	October 29, 2019	100/124 West Granada Boulevard	The Pumphouse	Commercial	Redevelopment	238
13	November 1, 2019	1535 North U.S. Highway 1	Dunkin Donuts	Commercial	Redevelopment	2,013
14	November 14, 2019	1089 North U.S. Highway 1	Boot Hill	Commercial	Redevelopment	207
15	December 10, 2019	1280 North U.S. Highway 1	S.R. Perrott Expansion	Industrial	Expansion	38,732

Permitted Construction Projects, 2020-2024

2020

#	Address	Project Name	Use	Type	Units or Square Footage
1	220 North Nova Road	Publix	Commercial	Redevelopment	48,387
2	762 South Atlantic Avenue	GoJuice	Commercial	New	100
3	46 Doug Thomas Way	OB Championship Softball Field	Institutional	Redevelopment	0
4	25 Riverside Drive	Casements	Institutional	Expansion	480
5	1190 North U.S. Highway 1	Edgewell	Industrial	Expansion	1,240
6	1687 West Granada Boulevard	Calvary Christian Church	House of Worship	Redevelopment	0
7	263 South Nova Road	Nova Road Climate Controlled Storage	Industrial	New	94,921
8	101 East Granada Boulevard	Publix	Commercial	Change of Use	0
9	1246 West Granada Boulevard	Starbucks	Commercial	New	2,400
10	4 Sunshine Boulevard	Germfree	Industrial	Site work	0
11	78 East Granada Boulevard	Art Museum	Institutional	Expansion	10,537

2021

#	Address	Project Name	Use	Type	Units or Square Footage
1	1255 North US Highway 1	Ormond Grande	Residential	New	60
2	1570 North US Highway 1	Waffle House	Commercial	Renovation	0
3	2389 Destrenan Drive	Plantation Oaks, 2B	Residential	New	125
4	85 Hangar Way	KOMN Condo Association	Industrial	New	39,240
5	1044 North US Highway 1	US 1 Business Park	Industrial	Expansion	12,980
6	1480 North US Highway 1	Ace Hardware	Commercial	New	16,853
7	460 Andalusia Avenue	McNamara	Industrial	New	840
8	350 Clyde Morris Boulevard	Paradise Pointe	Institutional	New	74
9	100 North Halifax Drive	The Cupola	Residential	Redevelopment	12
10	1395 Fountain View Street	Plantation Oaks, 1A	Residential	New	121
11	2124 Esplanada Drive	Plantation Oaks, 2C	Residential	New	121
12	2258 Chretien Drive	Plantation Oaks, 2D	Residential	New	84
13	105 Runway Drive	GPR1	Industrial	New	30,000
14	29 North Perrot Drive	Perrott Depot	Industrial	Expansion	12,540
15	548 North Nova Road	Volusia Memorial	Institutional	Expansion	400

Permitted Construction Projects, 2020-2024

2022					
#	Address	Project Name	Use	Type	Units or Square Footage
1	176 Division Avenue	SONC Gym addition	Institutional	Expansion	7,429
2	2080 W. Granada Boulevard	Riverbend	Institutional	Expansion	6,359
3	295 Interchange Boulevard	Interchange Depot	Industrial	New	111,825
4	1141 North U.S. Highway 1	Caldera Spas	Commercial	Change of Use	0
5	1211 West Granada Boulevard	Revella	Institutional	New	120,501
6	Celadine, Flagler County	Celadine	Utilities - OTC	New	99 lots
7	1 South Old Kings Road, 768 West Granada Boulevard	Ormond Central	Infrastructure	Redevelopment	Site Work
8	88 South Atlantic Avenue	Ocean Club	Commercial	Redevelopment	8,596
9	275 Williamson Boulevard	Love's Whole Food	Commercial	Expansion	4,765
10	1355 Ocean Shore Boulevard	Trader's Inn	Utilities - OTC	VC - Utilities	NA
11	15 West Tower Circle	Valiant Diner, Phase 3	Industrial	Expansion	11,250

2023					
#	Address	Project Name	Use	Type	Units or Square Footage
1	Flagler County, Iris Forcemain	Iris	Utilities - OTC	New	Utilities
2	124 South Yonge Street	MetroNet Hub	Industrial	New	344
3	3200 Arch Avenue	Archer's Mill, Phase 1	Residential	New	94 lots
4	1240 West Granada Boulevard	Complete Cardiology	Medical	Expansion	4,325
5	55 North Nova Road	Splash Car Wash	Commercial	Redevelopment	9,356
6	835 Hull Road	Hull Road RV/Boat Storage	Storage	New	NA
7	860 Hull Road	Halifax Paving Office	Office	Expansion	10,091
8	1405 N US Highway 1	Stor-It	Industrial	New	123,534
9	1035/1041 South Nova Road	Winkler	Commercial	Redevelopment	Utilities
10	2730 Airport Road	Hunter's Ridge Indoor Storage	Utilities - OTC	New	Utilities
11	7 East Tower Circle	Beach House Graphics	Industrial	Expansion	11,345
12	1926 Ocean Shore Boulevard	Corinthian Villas	Utilities - OTC	Redevelopment	Utilities - 36 units
13	2960 Ocean Shore Boulevard	2960 Ocean Shore Boulevard	Utilities - OTC	New	Utilities - 28 units

Permitted Construction Projects, 2020-2024

2023					
#	Address	Project Name	Use	Type	Units or Square Footage
14	768 West Granada Boulevard	Ormond Central Self Storage	Commercial	New	106,423
15	313 Bracer Way	Archer's Mill, Phase 2	Residential	New	68 lots
16	3665 Bonspiel Drive	Archer's Mill, Phase 5	Residential	New	114 lots
17	3343 Bonspiel Drive	Archer's Mill, Phase 6	Residential	New	78 lots
18	49 South Yonge Street	Mister Car Wash	Commercial	Expansion	Site Work
19	1167 Ocean Shore Boulevard	Sand Pointe	Utilities - OTC	New	Utilities - 17 units
20	1066 Cliff Haven Court	RidgeHaven	Residential	New	286 lots
21	15 West Tower Circle	Valiant Diner, Phase 4	Industrial	Expansion	11,500

2024					
#	Address	Project Name	Use	Type	Units or Square Footage
1	300 South Atlantic Avenue	Tides Edge	Residential	Redevelopment	15 lots
2	4 Sunshine Boulevard	Germfree	Industrial	Expansion	Site work
3	251 South Atlantic Avenue	Ormond Beach Holdings	Transient Lodging	Redevelopment	97,168
4	1379 Morning Walk	Fountain View, Phase 1B	Residential	New	137 lots
5	1255 North US Highway 1	Full Time Office	Office	New	5,932
6	655 West Granada Boulevard	Culvers	Commercial	New	4,443
7	3200 Arch Avenue	Archer's Mill Amenity Building	Residential	New	5,039
8	140 Bradford Lakes Way	Bradford Lakes	Residential	New	80 lots
9	1175 Bradford Park way	Bradford Park	Residential	New	180 lots
10	2360 Ocean Shore Boulevard	Bailey's By the Sea	Utilities - OTC	New	Utilities - 32 units
11	124 South Yonge Street	MetroNet Hub	Industrial	New (re-permit)	344
12	675 West Granada Boulevard	IHOP	Commercial	New	3,550
13	1 Outside the City	Woodside at Ormond Station	Utilities - Flagler County	New	Utilities - 63 units
14	1 Outside the City	Amberwoods	Utilities - Flagler County	New	Utilities - 40 units
15	1160 Fountain View Street	Fountain View, Phase 1C	Residential	New	141 lots
16	2020 Ocean Shore Boulevard	Bailey's By the Sea, Phase 2	Utilities - OTC	New	Utilities - 8 units

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 7:
HOUSING ANALYSIS

Introduction

Based on Chapter 163 of the Florida Statutes, the Housing Element review consists of data and inventory of existing housing and future trends influencing housing provisions within Ormond Beach. This data and analysis uses information from the United States Census Bureau, the American Community Survey (ACS), and the Shimberg Center, Florida Housing Data Clearinghouse.

Population and building permit information

Table 1 displays the census population (**in bold**), population estimates from the University of Florida Business of Economic and Business Research, recorded plats, and building permit data based on housing types.

Table 1: Population and building permit information

Year	Population (1)	Percentage Change	Single-Family lots platted - recorded (2)	Single-Family Permits (3)	Multi-Family Units Permits (3)	Manufactured & Mobile Home Permits (3)
1980	**21,436**	No data	2,442	No data	No data	No data
Totals (1980-1989):			**2,442**	**No data**	**No data**	**No data**
1990	**31,460**	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			**1,952**	**1,449**	**218**	**427**
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			**1,261**	**1,833**	**350**	**510**
2010	**38,137**	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1

Year	Population (1)	Percentage Change	Single-Family lots platted - recorded (2)	Single-Family Permits (3)	Multi-Family Units Permits (3)	Manufactured & Mobile Home Permits (3)
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			**502**	**911**	**268**	**7**
2020	**43,080**	4.35%	5	134	2020	**43,080**
2021	44,046	2.24%	138	135	2021	44,046
2022	44,671	1.42%	0	47	2022	44,671
2023	44,935	0.59%	227	19	2023	44,935
2024	45,140	0.46%	569	160	2024	45,140
Totals (2020-2024):			**939**	**495**	**76**	**58**

Notes:

1	Population estimates from the University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010, and 2020 in bold are from the U.S. Census.
2	SFH lots plat are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/
3	Single-family, multi-family, manufactured, and mobile home permits from the Ormond Beach Building Department.

Platted lots by decade

Subdivision construction requires platting (preliminary and final plats). Final plats are approved by the city and recorded with the Volusia County Clerk of the Court. After recording a final plat, the platted lots can be sold, and residential units can be constructed. The platted lots provide an inventory of available lots to be built with a building permit.

2010-2019:

No residential plats were recorded from 2010 to 2013. The River Oaks subdivision (101 lots) was platted in 2014 and 2016, and the Deer Creek subdivision (98 lots) was platted in 2015 and 2016. The annexed lands of the Chelsea Place subdivision (65 lots) and the Gardens at Addison Oaks (72 townhome lots) were recorded in 2017. The city-approved planned developments of the Pineland subdivision (114 for 3 phases) and Cypress Trail subdivision (48 lots) were recorded in 2019.

2020-2024:

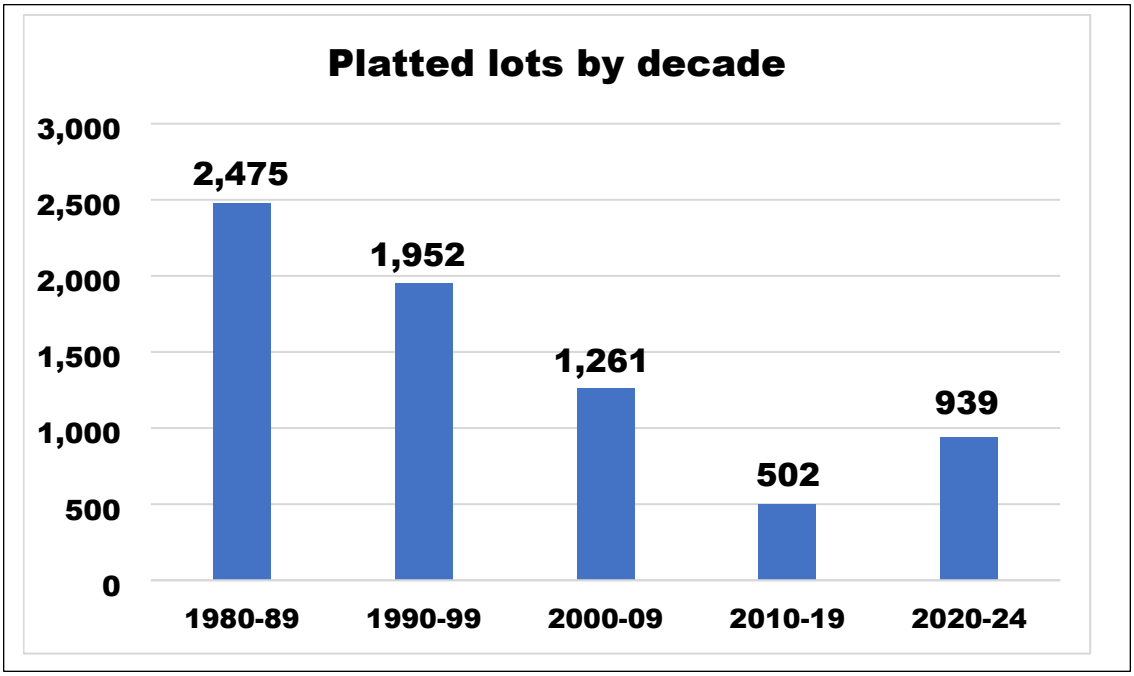
In 2020, the Pellicer subdivision (5 lots) was recorded. The continued buildout of the Pineland subdivision (78 lots in phases 4 and 5) and the Ormond Grande townhome subdivision (60 lots) were recorded in 2021. In 2023, the Cupola at Oceanside townhome project (12 lots) and the first two subdivisions within Plantation Oaks, Fountain View, Phase 1 (121 lots), and Archer's Mill, Phase 1 (94 lots), were recorded. The RidgeHaven subdivision (286 lots), Archer's Mill, Phase

2, (68 lots), Fountain View, Phase 1B, (137 lots), Archer's Mill, Phase 6, (78 lots), Bradford Lakes, (80 lots), and Bradford Park, (180 townhome lots).

Table 2: Platted Lots by Decade

Decade	Lots Platted
1980 – 1989	2,475
1990 – 1999	1,952
2000 – 2009	1,261
2010 – 2019	502
2020 – 2024	939

Sources: Ormond Beach Planning Department and Volusia County Clerk of the Court



Multi-Family Developments

From 2010 to 2024, there have been three multi-family developments, as shown in Table 3. Madison Glen is affordable/attainable senior housing with 96 units. Olive Grove is a tax-credit affordable housing project with 88 units. Ormond Renaissance Condominium construction was one of ten buildings, totaling 28 units of the allowed 280 units in 2017. There has been no additional construction for the Ormond Renaissance Condominium project.

Table 3: Multi-Family Developments, 2010 to 2024

Project Name	Address	Units
Madison Glen	570 Sterthaus Drive	96
Olive Grove	765 West Granada Boulevard	88
Ormond Renaissance Condo	799 Sterthaus Drive	28
	TOTAL:	212

Sources: Ormond Beach Building Department

Tables 4 and 5 list the existing multi-family housing within Ormond Beach. Table 4 lists the apartments under common ownership. Table 5 provides the multi-family condominiums with individual unit property owners.

Table 4: Multi-Family Developments, Apartments

Multi-Family Developments			
Address	**Name**	**Year Built**	**Number**
84 South Beach St	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Blvd.	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apartments	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Blvd.	Fisherman's Landing	1985	154
875 Wilmette Avenue	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco	2002	260
600 Crowne Commerce Ct.	Reserve at Ormond Beach	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Blvd.	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96
		TOTAL UNITS	**1908**

Source: Ormond Beach Planning Department

Table 5: Multi-Family Developments, Apartments

Condominiums			
Address	**Name**	**Year Built**	**Number**
815 Oceanshore Blvd.	Ormond Holiday Club	1969	40
915 Oceanshore Blvd.	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Blvd.	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Oceanshore Blvd.	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Blvd.	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliki Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28
		TOTAL UNITS	**983**

Source: Ormond Beach Planning Department

Mobile and Manufactured Homes

Table 6 identifies the mobile home parks and manufactured home communities. A total of 306 additional manufactured home lots have been approved for the Plantation Oaks development, which is completing infrastructure improvements. There are 443 existing mobile homes within mobile home parks and 1,880 manufactured home units in four master-planned communities.

Table 6: Mobile and Manufactured Homes

Mobile and Manufactured Homes

Mobile Home Parks	
Project Name	**Units**
Arroyo Mobile Home Park	52
Camelot Mobile Home Park	97
Granada Trailer Park	22
Life Village Mobile Home Park	165
Ridgecrest Mobile Home Park	95
Sweet Gum Mobile Home Park	12
Total	443

Manufactured Home Communities	
Project Name	**Units**
Aberdeen	522
Bear Creek	638
Falls	599
Plantation Oaks	121
Total	1,880

Sources: Volusia County Property Appraiser and Ormond Beach Planning Department

Assisted Living Facilities & Nursing Homes

The Florida Agency for Health Care Administration provides information on assisted living facilities and nursing homes. There are 759 licensed beds in assisted living facilities and 453 licensed beds listed as nursing homes, totaling 1,212 licensed beds. Paradise Point and Aden Senior Living are new projects completed in the last two years.

Table 7: Assisted Living Facilities and Nursing Homes

Facility	Type	Street Address	Licensed Beds
Bridgeview Center	Nursing Home	350 South Ridgewood Avenue	139
Avante at Ormond Beach	Nursing Home	170 North Old Kings Road	133
Ormond Rehabilitation and Nursing Center	Nursing Home	103 Clyde Morris Boulevard	60
Coquina Center	Nursing Home	170 North Center Street	120
Grand Villa of Ormond Beach	Assisted Living Facility	535 North Nova Road	115
Ormond In the Pines	Assisted Living Facility	101 Clyde Morris Boulevard	95
Brookdale West Ormond Beach	Assisted Living Facility	240 Interchange Boulevard	60
Brookdale Ormond Beach	Assisted Living Facility	550 Wilmette Avenue	70
Gold Choice Ormond Beach	Assisted Living Facility	1410 Hand Avenue	75
Sarah House III, The	Assisted Living Facility	1001 Old Tomoka Road	24
Sarah House IV (The)	Assisted Living Facility	30 Forest Court	35
Ormond Manor	Assisted Living Facility	495 Sterthaus Drive	26
Paradise Pointe Ormond Beach	Assisted Living Facility	350 Clyde Morris Boulevard	100
Aden Senior Living	Assisted Living Facility	1211 West Granada Boulevard	160
		TOTAL:	1,212

Source: Florida Agency for Health Care Administration, https://quality.healthfinder.fl.gov/Facility-Provider/All?&type=1

Assisted Housing Inventory: Property List

The Shimberg Center, Florida Housing Data, provides properties within Ormond Beach, that provides affordable housing, as shown in Table 8. The Madison Glen and Olive Grove projects have been completed since the last Evaluation and Appraisal Report.

Table 8: Assisted Housing Inventory

Development Name	Street Address	Housing Programs	Total Units	Assisted Units	Overall year of subsidy expiration
Fisherman's Landing Program	1088 West Granada Blvd.	Local Bonds	154	31	2032
Madison Glen	592 Sterthaus Drive	Exchange	96	96	2061
Olive Grove	765 W Granada Blvd	Exchange; Housing Credits 9%	88	88	2062
Ormond Shores Apartments	140 Lincoln Ave.	Rental Assistance/HUD	26	26	2043
Prince of Peace Villas	664 S Nova Road	Rental Assistance/HUD; Section 202 Capital Advance	70	69	2037
San Marco	1500 San Marco Drive	Extremely Low Income; Housing Credits 4%;Local Bonds	260	260	2062
Turnkey 41	100 New Britain Ave. Apt A	Public Housing	41	41	NA
		TOTAL:	735	611	

Source: Shimberg Center – Florida Housing Data

Projected Residential Development

City staff maintains lists of proposed projects, developments under construction, and approved residential developments. Several factors, such as infrastructure costs, available contractors for construction, interest rates, and market demand for housing, will determine the timing of the residential development.

Table 9: Projected Residential Housing

Projected Residential Development		
Manufactured Housing		
Project Name	**Project Status**	**Lots/Units**
Plantation Oaks, Phases C & D	Under construction	**205**

Single-Family		
Project Name	**Project Status**	**Lots/Units**
Plantation Oaks, Archer's Mill, Phase 2	Under construction	68
Plantation Oaks, Archer's Mill, Phase 3	Preliminary Plat approved	59
Plantation Oaks, Archer's Mill, Phase 4	Preliminary Plat approved	111
Plantation Oaks, Archer's Mill, Phase 5	Under construction	114
Plantation Oaks, Archer's Mill, Phase 6	Under construction	78
Plantation Oaks, Bradford Lakes	Under construction	80
Bradford Park	Under construction	180
Enclave	Preliminary Plat approved	12
Plantation Oaks, Fountain View, Phase 1B	Under construction	137
Plantation Oaks, Fountain View, Phase 1C	Preliminary Plat approved	141
Plantation Oaks, Fountain View, Phase 1D	Preliminary Plat approved	103
Plantation Oaks, Fountain View, Phase 1E	Preliminary Plat approved	110
Plantation Oaks, Fountain View, Phase 1F	Preliminary Plat approved	97
RidgeHaven	Under construction	286
Tattersall at Tymber Creek	Preliminary Plat approved	129
	Total:	**1,705**

Master Planned		
Project Name	**Project Status**	**Lots/Units**
Ormond Crossings	Development Agreement approved	**2,950**

Multi-Family		
Project Name	**Project Status**	**Lots/Units**
121 East	Zoning approved	24
Regal	Approved site plan/zoning	310
Ormond Enclave	Zoning approved	64
Ormond Renaissance	Approved site plan/zoning	252
Tymber Creek Apartments	Approved site plan/zoning	270
	Total:	**920**

Others		
Project Name	**Project Status**	**Lots/Units**
1845 North US 1	Conceptual	400
Little Tomoka Village	In Review	31
	Total:	**431**
Residential lots in the development process		**6,211**

Dwelling Units by Structure Type

The U.S. Census Bureau, American Community Survey, provides residential structures by type. Table 10 provides the residential structure type within Ormond Beach and Volusia County. There are 21,295 residential units within the City of Ormond Beach. Single-family units comprise 65% of the housing unit inventory, the same percentage as Volusia County. As a percentage of the housing totals, Ormond Beach has 18% of the multi-family housing stock, compared to 21% for Volusia County. Mobile and manufactured homes comprise 10% of the Ormond Beach housing inventory, 2% higher than Volusia County.

Table 10: Dwelling Units by Structure

Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Single-Family Detached	13,863	65%	177,760	65%
Single-Family Attached	1,197	6%	10,631	4%
Duplex	341	2%	5,404	2%
Multi-family	3,751	18%	56,696	21%
Mobile Homes	2,143	10%	23,084	8%
Total	**21,295**	**100%**	**273,835**	**100%**

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Dwelling Units by Tenure

The U.S. Census Bureau, American Community Survey, provides housing units by tenure. Table 11 shows 76% of residential units are owner occupied and 24% are renter occupied within Ormond Beach.

Table 11: Dwelling Units by Tenure

Housing Units by Tenure	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner occupied	14,351	76%	167,784	72%
Renter occupied	4,520	24%	64,889	28%
Total	**18,871**	**100%**	**232,673**	**100%**

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Housing Vacancy

The U.S. Census Bureau, American Community Survey, provides vacant housing by unit types. The City is experiencing a vacancy rate of 11% compared to 15% by Volusia County. Vacant housing can be caused by seasonal and occasional use or in the sales or rental process.

Table 12: Vacancy Status of Housing Units

Vacant Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Total Housing Units	21,295	NA	273,835	NA
Occupied Housing Units	18,871	89%	232,673	85%
Vacant Housing Units	2,424	11%	41,162	15%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Housing Age

The U.S. Census Bureau, American Community Survey, provides the year when the residential inventory of the City was constructed. Table 13 shows 62% of the City's housing inventory was constructed from 1970 to 1999. As residential construction occurred, the amount of available vacant land has decreased, as show from the year 2010 forward. The City has annexed two land areas that will lead to additional residential inventory. The first land area is Ormond Crossings, annexed in 2004, which has a master plan approval for 2,950 residential units. The second land area is Plantation Oaks, annexed in 2015, and surrounding lands that will develop into approximately 2,200 residential units.

Table 13: Dwelling Units by Age of Construction

Year Structured was Built	Ormond Beach Units	Percent	Volusia County Units	Percent
Built 2020 or later	82	0.39%	2,667	0.97%
Built 2010 to 2019	1,050	4.93%	17,502	6.39%
Built 2000 to 2009	3,086	14.49%	46,202	16.87%
Built 1990 to 1999	4,004	18.80%	40,770	14.89%
Built 1980 to 1989	4,495	21.11%	66,174	24.17%
Built 1970 to 1979	4,745	22.28%	48,944	17.87%
Built 1960 to 1969	1,650	7.75%	20,309	7.42%
Built 1950 to 1959	1,583	7.43%	20,255	7.40%
Built 1940 to 1949	303	1.42%	4,870	1.78%
Built 1939 or earlier	297	1.39%	6,142	2.24%
Totals	**21,295**	**100.00%**	**273,835**	**100.00%**

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Monthly Housing Rent

The U.S. Census Bureau, American Community Survey, provides the monthly gross rents. Table 14 shows the majority of renters pays $1,000 to $1,499 for rent with a median rent price of $1,230. Note that this information is from 2022 and rental rates have increased in the last two years.

Table 14: Gross Housing Rent as of 2022

Monthly Gross Housing Rent	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied units paying rent	4,260	NA	61,570	NA
No rent paid	260	NA	3,319	NA
Less than $500	26	0.61%	2,422	3.93%
$500 to $999	1,027	24.11%	12,905	20.96%
$1,000 to $1,499	1,971	46.27%	26,342	42.78%
$1,500 to $1,999	824	19.34%	13,977	22.70%
$2,000 to $2,499	300	7.04%	3,752	6.09%
$2,500 to $2,999	41	0.96%	1,278	2.08%
$3,000 or more	71	1.67%	894	1.45%
Median (dollars)	$1,230	100.00%	$1,271	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Monthly Cost of Owner Occupied Units (With Mortgage)

The U.S. Census Bureau, American Community Survey, provides the monthly gross costs for owner-occupied residential units. Table 15 shows a median mortgage of $1,717 for Ormond Beach. Note that this information is from 2022 and mortgage rates have increased in the last two years.

Table 15: Owner Costs with Mortgage as of 2022

Monthly Cost of Owner Occupied Units (With Mortgage)	Ormond Beach Units	Percent	Volusia County Units	Percent
Housing Units with a Mortgage	7,528	NA	92,344	NA
Less than $500	55	0.73%	1,130	1.22%
$500 to $999	788	10.47%	13,819	14.96%
$1,000 to $1,499	1,857	24.67%	31,045	33.62%
$1,500 to $1,999	2,021	26.85%	24,868	26.93%
$2,000 to $2,499	1,504	19.98%	11,512	12.47%
$2,500 to $2,999	599	7.96%	4,987	5.40%
$3,000 or more	704	9.35%	4,983	5.40%
Median (dollars)	1,717	100.00%	1,503	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Mortgage Status of Owner Occupied Units

The U.S. Census Bureau, American Community Survey, provides mortgage status of owner occupied units. Table 16 shows that 47.5% of the owner occupied units do not have a mortgage.

Table 16: Mortgage Status of Owner Occupied Units

Mortgage Status	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner-Occupied Units	14,351	NA	167,784	NA
Housing units with a mortgage	7,528	52.46%	92,344	55.04%
Housing units without a mortgage	6,823	47.54%	75,440	44.96%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Value of Owner Occupied Housing Units

The U.S. Census Bureau, American Community Survey, provides the value of owner occupied housing units. Table 17 shows that the median value of owner occupied units was $297,700 in 2022.

Table 17: Owner Occupied Units by Value

Owner Occupied Units by Value	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner-occupied units	14,351		167,784	
Less than $50,000	852	5.94%	9,800	5.84%
$50,000 to $99,999	1,208	8.42%	10,132	6.04%
$100,000 to $149,999	675	4.70%	13,804	8.23%
$150,000 to $199,999	853	5.94%	22,029	13.13%
$200,000 to $299,999	3,658	25.49%	52,944	31.55%
$300,000 to $499,999	5,048	35.18%	43,716	26.05%
$500,000 to $999,999	1,672	11.65%	13,005	7.75%
$1,000,000 or more	385	2.68%	2,354	1.40%
Median (dollars)	$297,700	100.00%	$251,400	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Household Income

The U.S. Census Bureau, American Community Survey, provides information on household income. Table 18 shows a median household income in Ormond Beach of $65,238 and a per capita income of $42,899. The table shows 9.6% of the population in poverty.

Table 18: Household Income

Income	Ormond Beach	Volusia County
Median Household Income (2022)	$65,238	$63,075
Per Capita income (2022)	$42,899	$35,364
Persons in Poverty, in percent	9.6%	12.2%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Rent to Income Ratio

The U.S. Census Bureau, American Community Survey, provides information on rent to income ratios. Table 19 shows 51.47% of renters in Ormond Beach are paying 35% or more of their income to rent.

Table 19: Rent to Income Ratio

Monthly Gross Housing Rent	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied units paying rent	4,224	NA	59,837	NA
Not computed	296	NA	5,052	NA
Less than 15.0 percent	244	5.78%	6,070	10.14%
15.0 to 19.9 percent	389	9.21%	7,090	11.85%
20.0 to 24.9 percent	358	8.48%	6,793	11.35%
25.0 to 29.9 percent	538	12.74%	6,392	10.68%
30.0 to 34.9 percent	521	12.33%	5,208	8.70%
35.0 percent or more	2,174	51.47%	28,284	47.27%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Mortgage Costs to Income Ratio

The U.S. Census Bureau, American Community Survey, provides information on the mortgage cost to income ratios. Table 20 shows that a majority of households with a mortgage are paying less than 30 percent of their income on the mortgage.

Table 20: Mortgage Costs to Income Ratio

Housing Units with a Mortgage	Ormond Beach Units	Percent	Volusia County Units	Percent
Housing units with a mortgage	7,467	NA	91,667	NA
Less than 20.0 percent	3,486	46.69%	39,034	42.58%
20.0 to 24.9 percent	1,018	13.63%	14,058	15.34%
25.0 to 29.9 percent	942	12.62%	9,174	10.01%
30.0 to 34.9 percent	264	3.54%	6,412	6.99%
35.0 percent or more	1,757	23.53%	22,989	25.08%
Not computed	61	0.82%	677	0.74%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

All Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of all households shown as Table 21.

Table 21: All Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	2,709	2,833	16,939
Volusia County	30.01-50% AMI	9,180	8,566	10,970
Volusia County	50.01-80% AMI	22,940	16,140	5,584
Volusia County	80.01-100% AMI	18,725	6,595	973
Volusia County	Greater than 100% AMI	109,993	6,692	879
Ormond Beach	30% AMI or less	92	148	1,267
Ormond Beach	30.01-50% AMI	681	727	732
Ormond Beach	50.01-80% AMI	1,884	1,444	486
Ormond Beach	80.01-100% AMI	1,362	627	180
Ormond Beach	Greater than 100% AMI	9,925	331	104

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

Renter Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of renter households shown as Table 22.

Table 22: Renter Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	1,022	806	9,240
Volusia County	30.01-50% AMI	1,915	3,375	5,824
Volusia County	50.01-80% AMI	4,599	8,312	2,510
Volusia County	80.01-100% AMI	4,667	2,241	285
Volusia County	Greater than 100% AMI	19,905	1,357	196
Ormond Beach	30% AMI or less	37	27	607
Ormond Beach	30.01-50% AMI	59	138	462
Ormond Beach	50.01-80% AMI	376	800	183
Ormond Beach	80.01-100% AMI	338	236	27
Ormond Beach	Greater than 100% AMI	1,390	91	16

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

Owner-Occupied Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of owner occupied households shown as Table 23.

Table 23: Owner Occupied Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	1,687	2,027	7,699
Volusia County	30.01-50% AMI	7,265	5,191	5,146
Volusia County	50.01-80% AMI	18,341	7,828	3,074
Volusia County	80.01-100% AMI	14,058	4,354	688
Volusia County	Greater than 100% AMI	90,088	5,335	683
Ormond Beach	30% AMI or less	55	121	660
Ormond Beach	30.01-50% AMI	622	589	270
Ormond Beach	50.01-80% AMI	1,508	644	303
Ormond Beach	80.01-100% AMI	1,024	391	153
Ormond Beach	Greater than 100% AMI	8,535	240	88

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

Inventory of Standard/Substandard Units

The U.S. Census Bureau, American Community Survey, provides housing units with substandard units as Table 21.

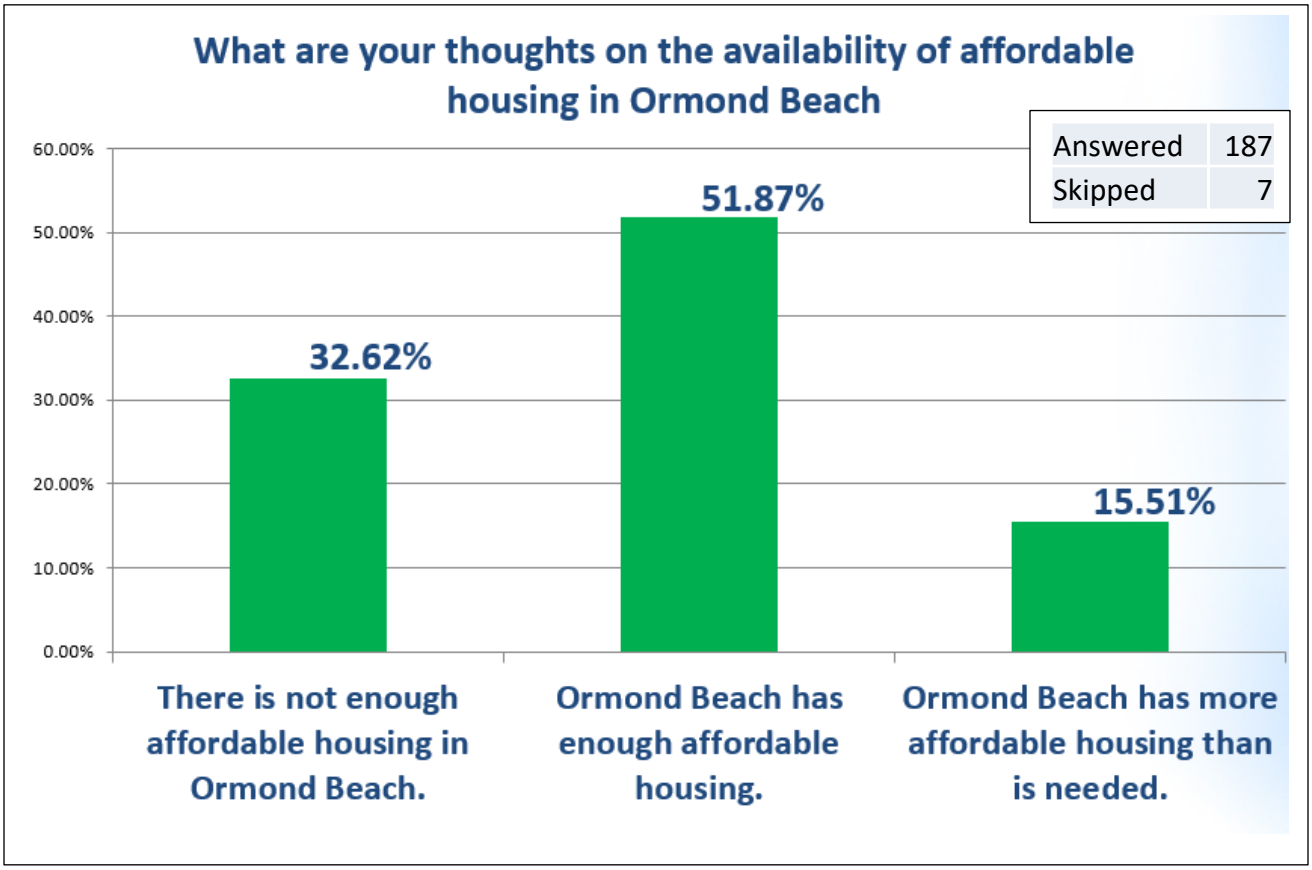
Table 24: Substandard Units

Substandard Housing	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied housing units	18,871	NA	232,673	NA
Lacking complete plumbing facilities	14	0.07%	508	0.22%
Lacking complete kitchen facilities	130	0.69%	1,525	0.66%
No telephone service available	288	1.53%	2,275	0.98%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #2



Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #3

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Subsidize Purchases:

- "Instead of spending the money to build affordable housing complexes...use the funds to subsidize purchases for people who qualify."

Regulate Developers / Avoid New Apartment Complexes:

- "Require developers to provide affordable housing as well as the ones they want approved."
- "An affordable housing trust fund via developer impact fees."
- "Stop building apartments and build housing communities with smaller houses."
- "There is an abundance of homes and way too many apartment complexes."

Utilize Abandoned Properties:

- "Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing."

Lower Costs for Housing Development:

- "Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs."
- "Modify the lot size and setback requirements in selected neighborhoods."
- "Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations."

Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #3 Continued

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Incentivize:

- "Collect impact fees from new development to offer subsidies for affordable housing."
- "Incentives for landlords to make housing more affordable."
- "The City should encourage redevelopment and the allowance of density within the city Center."
- "The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren't the new construction"

External Solutions:

- "Discussion with other cities Ormond size, that have incorporated affordable housing."
- "Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people can't afford 2000 and up for rent."

Support Hometown Heroes Program:

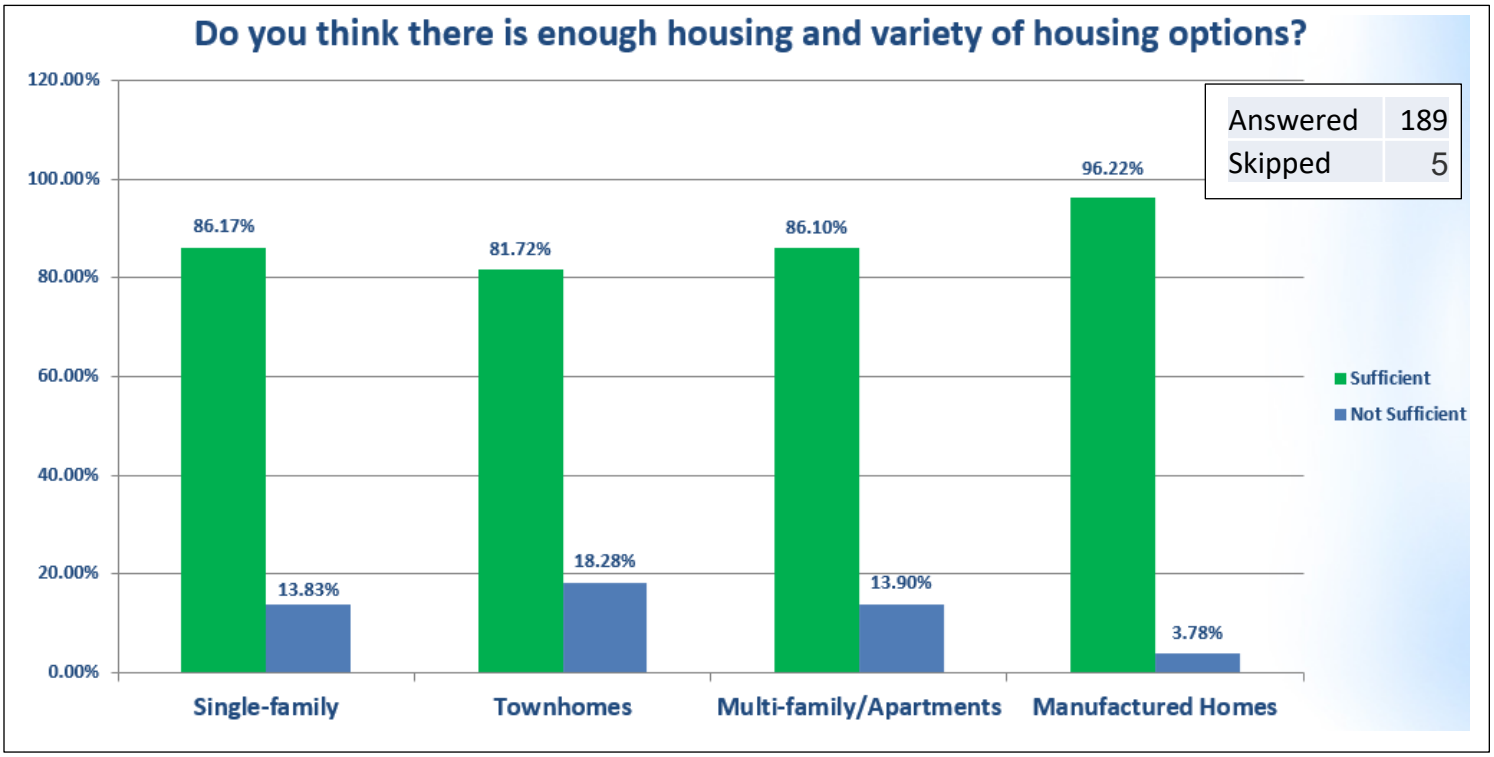
- "Keep asking the legislature to appropriate money for Hometown Heroes to make home ownership possible, instead of renting."

Increase Inventory and Variety:

- "Build more homes. More inventory = lower prices."
- "New builds need a variety of price ranges for homes."
- "Tiny homes areas..... with a common space for some gardens."
- "More senior complexes like Madison Glenn would be great."
- "Higher density units to preserve green and forested areas."

Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #8



COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 8:

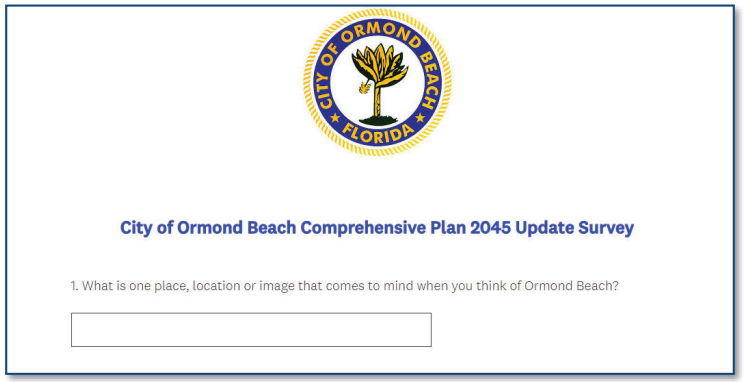
PUBLIC INPUT, SURVEY, AND COMMUNITY MEETING INPUT

Comprehensive Plan 2045 Update

Comprehensive Plan 2045 Survey



https://www.surveymonkey.com/r/CompPlan2045UpdateSurvey



Comprehensive Plan 2045 Update

Comprehensive Plan 2045 Survey Number of Responses

August 5, 2024 = 1

August 20, 2024 = 131

August 29, 2024 = 176

September 17, 2024 = 194

September 30, 2024 = 196

Comprehensive Plan 2045 Update

Survey Questions

1. What is one place, location or image that comes to mind when you think of Ormond Beach?
2. What are your thoughts on the availability of affordable housing in Ormond Beach?
3. If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?
4. How should Ormond Beach prioritize improving or expanding infrastructure improvements?
5. What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?
6. What is something you currently enjoy about Ormond Beach?
7. What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?
8. Do you think there is enough housing and variety of housing options?
9. Please rank these from most important to least important.

   Community Preservation, Economic Development, Transportation and Mobility, Housing

   Parks & Recreation, Land Use & Development, Environmental Conservation, and Utilities
10. In a few words, describe your vision for Ormond Beach.
11. What are the biggest challenges you believe that Ormond Beach currently experiences or you believe the city will face over the next decade?
12. What are the top three concerns you have related to future development within Ormond Beach?
13. Please provide any other comments, thoughts or other issues you feel should be discussed in the Comprehensive Plan 2045 update.

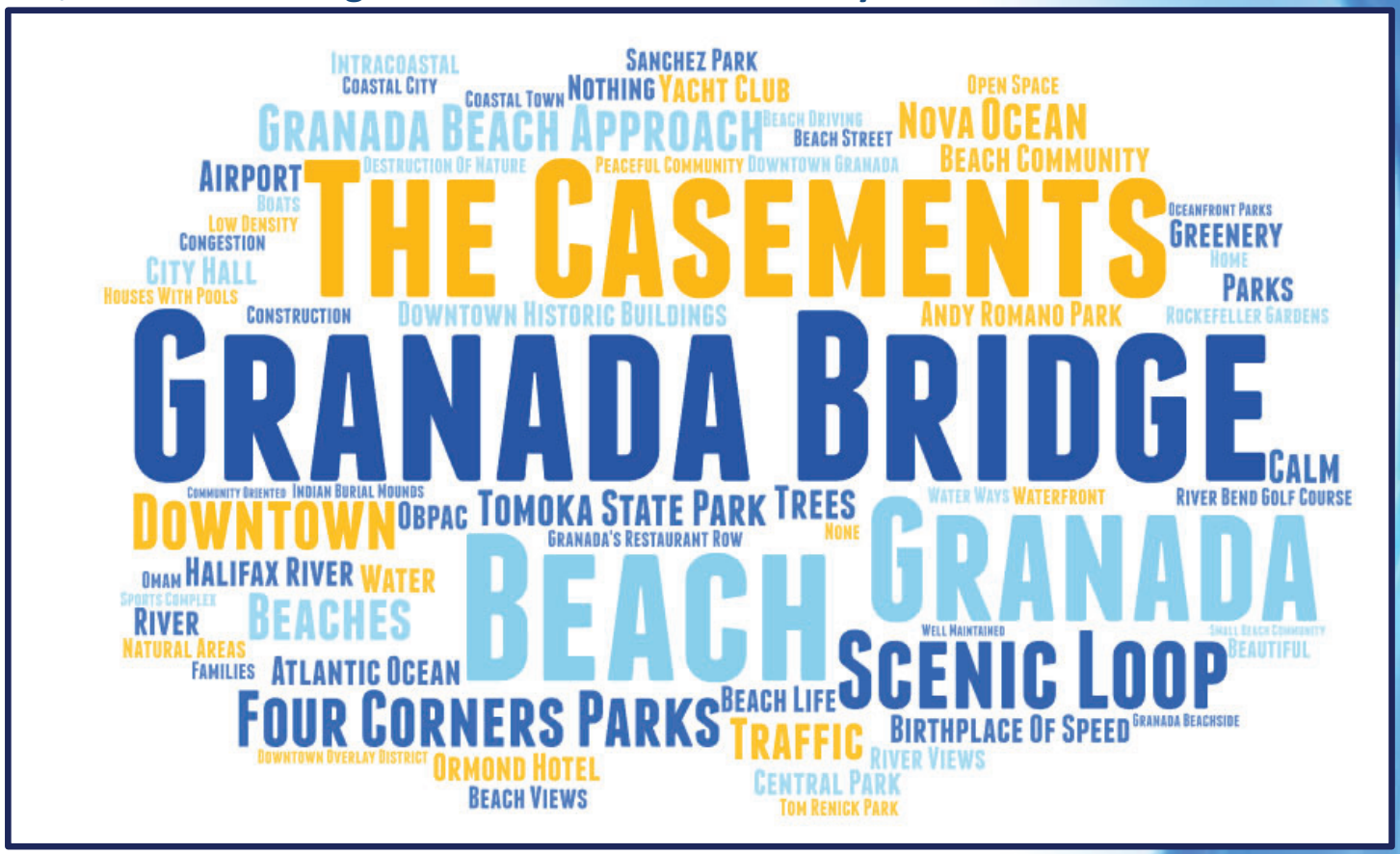
Comprehensive Plan 2045 Update

Survey Results - Question #1

What is one place, location or image that comes to mind when you think of Ormond Beach?

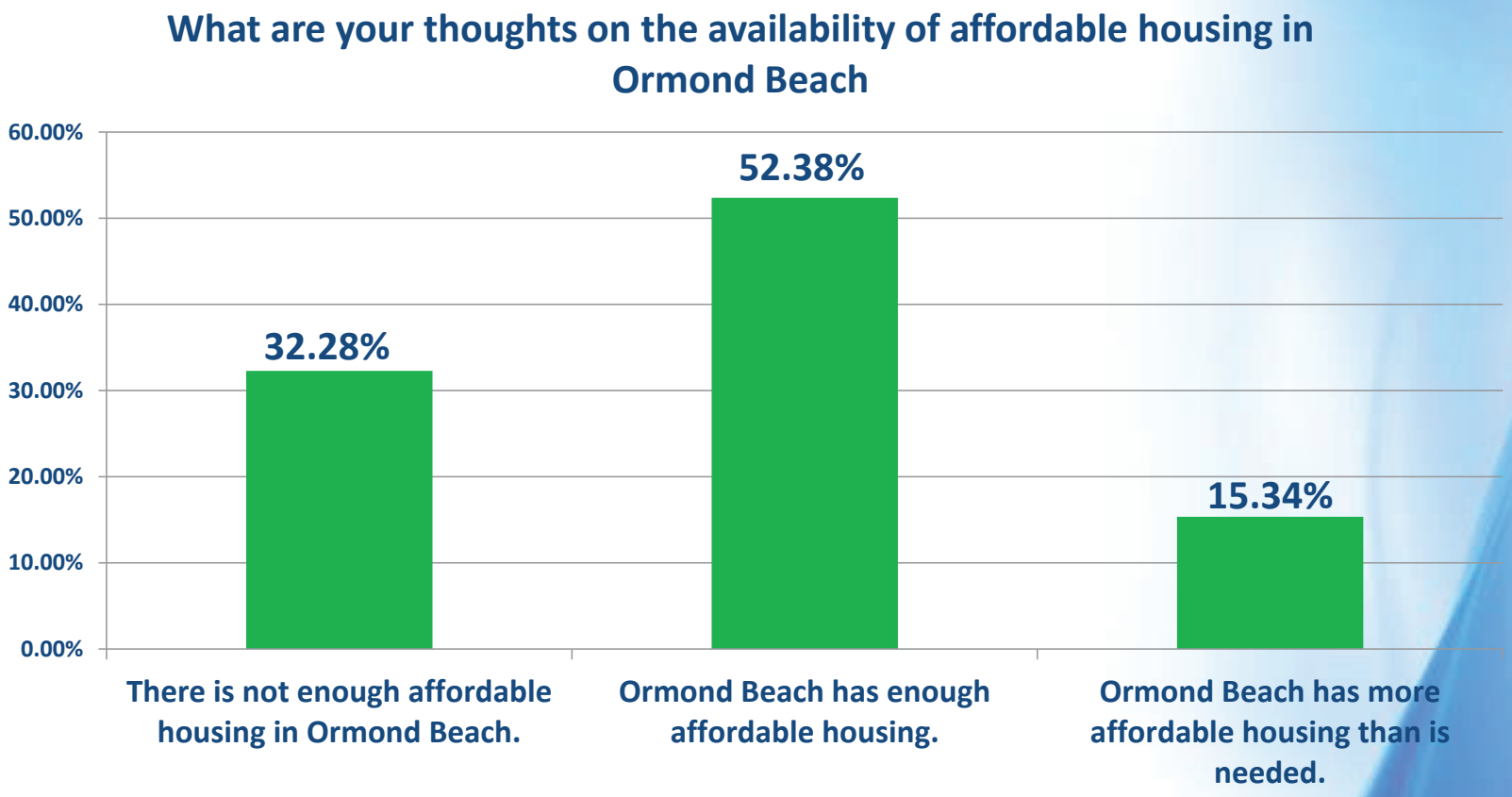
Granada Bridge	28
The Casements	20
Beach	19
Granada	15
Scenic Loop	15
Beaches	9
Four Corners Parks	8
Downtown	7
Granada Beach Approach	5
Traffic	4
Ocean	4
Tomoka State Park	3
Atlantic Ocean	2
Halifax River	2
Coastal City	1
Beach Street	1

Answered	189
Skipped	7



Comprehensive Plan 2045 Update

Survey Results - Question #2



Answered	189
Skipped	7

Comprehensive Plan 2045 Update

Survey Results - Question #3

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Subsidize Purchases:
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Regulate Developers / Avoid New Apartment Complexes:
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- "An affordable housing trust fund via developer impact fees."
- "Stop building apartments and build housing communities with smaller houses."
- "There is an abundance of homes and way too many apartment complexes."

Utilize Abandoned Properties:
- "Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing."

Lower Costs for Housing Development:
- "Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs."
- "Modify the lot size and setback requirements in selected neighborhoods."
- "Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations."

Answered	80
Skipped	116

Incentivize:
- "Collect impact fees from new development to offer subsidies for affordable housing."
- "Incentives for landlords to make housing more affordable."
- "The City should encourage redevelopment and the allowance of density within the City Center."
- "The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren't the new construction."

External Solutions:
- "Discussion with other cities Ormond size, that have incorporated affordable housing."
- "Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people cant afford 2000 and up for rent."

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- "Keep asking the legislature to appropriate money for Hometown Heroes to make home ownership possible, instead of renting."

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- "Build more homes. More inventory = lower prices."
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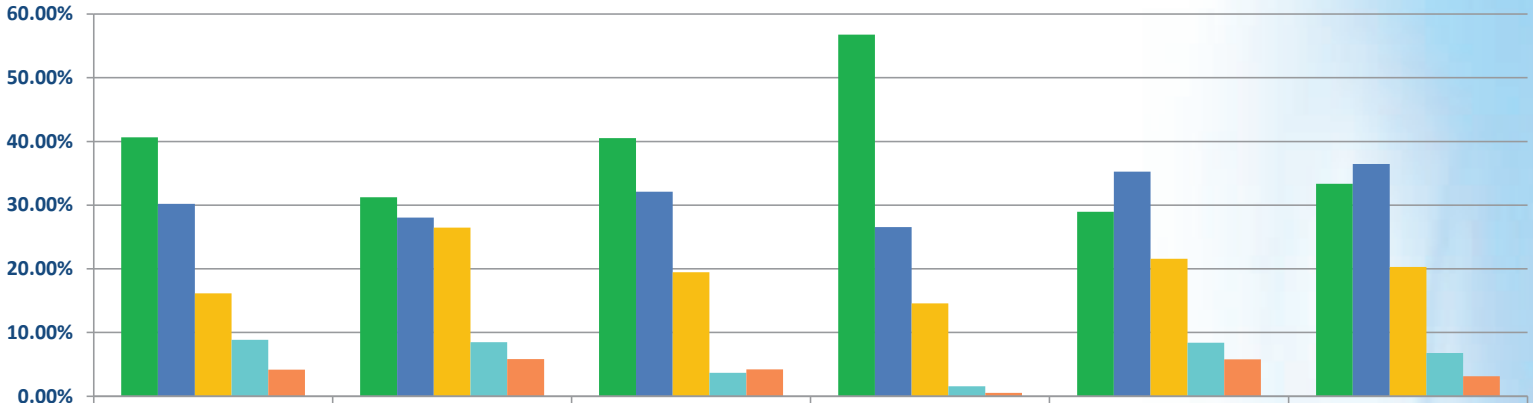
- "Tiny homes areas..... with a common space for some gardens."
- "More senior complexes like Madison Glenn would be great."
- "Higher density units to preserve green and forested areas."

Comprehensive Plan 2045 Update

Survey Results - Question #4

How should Ormond Beach prioritize improving or expanding infrastructure improvements?



	Roadway expansion (with State FDOT and Volusia County)	Trail expansion	Missing sidewalk corridors	Stormwater Improvements	Additional Park & Recreation Facilities	Utilities (re-use, water and sewer)
High Priority	40.63%	31.22%	40.53%	56.77%	28.95%	33.33%
Moderate Priority	30.21%	28.04%	32.11%	26.56%	35.26%	36.46%
Neutral	16.15%	26.46%	19.47%	14.58%	21.58%	20.31%
Low Priority	8.85%	8.47%	3.68%	1.56%	8.42%	6.77%
Not a Priority	4.17%	5.82%	4.21%	0.52%	5.79%	3.13%

Answered	194
Skipped	2

Comprehensive Plan 2045 Update

Survey Results - Question #5

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Traffic Improvements:

- "Traffic improvements. And PLEASE repaint direction arrows at lights and stop signs."
- "Turn lanes at major intersections."
- "Better traffic flow. Larger bicycle lanes in both directions. Central turn lane in A1A North of Granada."
- "Traffic control on Granada Blvd. Consider lower speed limit."
- "Another bridge to beachside and get rid of the median on Granada there's so much traffic now it's getting ridiculous."

Enhance Parks and Green Spaces:

- "More community gardens."
- "More natural areas, less economic development."
- "Expand park areas with well-maintained sidewalks and exercise areas."
- "Improve the parks we have and purchase more lands for public use when available along the waterfronts."
- "Park expansion with well maintained sidewalks and exercise area."
- "Outdoor covered sitting areas as shelter from sun and rain for walkers."
- "Make a 24-hour basketball gym only accessible to Ormond Beach residents."

Answered	183
Skipped	13

Increase Bike and Pedestrian Infrastructure:

- "More protected bike lanes, wider sidewalks, more crosswalks."
- "A comprehensive bike trail network and more sidewalks."
- "Safer paths AWAY from motor vehicles."
- "More multi-purpose use trails (i.e., bike and walking)."
- "The creation of communities and developments that prioritize the pedestrian and do not require the use of a car."
- "Interconnecting sidewalks and trails, especially along John Anderson and N. Beach St."

Reduce Building and Development:

- "Stop tearing down trees and building so much. The quaint small-town feeling of Ormond is gone."
- "Less development and protect wildlife and greenspace."
- "Stop clear-cutting and require developers to build around existing trees and plant life."
- "STOP BUILDING!!! The growth is out of control."
- "Discourage projects that will negatively impact the history, culture and appeal of OB."

Comprehensive Plan 2045 Update

Survey Results - Question #5 (continued)

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Upgrade Infrastructure:

- "Expand the sewer system."
- "Sewer connection from septic to public along A1A."
- "More medical care facilities."
- "Bury the Utility Lines....would reap back cost in 3 hurricanes and make enduring a storm much safer and more pleasant."
- "More commerce and parks west of I-95."

Preserve the Local Character:

- "No more dense housing (apartments)."
- "Public art, fountains & permanent monuments that pay tribute to our history."
- "Clean up the North US 1 area."
- "A community appearance board like some other communities have."
- "Ormond Beach should prioritize creating a vibrant downtown area along Granada."

Public Safety:

- "Police enforcement, traffic and appearance, in gated communities. Pay for Ormond Beach police officers need to be equivalent or more to surrounding cities and county."
- "Removing homeless and panhandlers."
- "Lighting along beach street sidewalks like Holly Hill & Daytona did."

Answered	183
Skipped	13

Develop Public Spaces and Facilities:

- "Build a community center."
- "Ormond Beach needs an Event Center."
- "Consider relocating the library to a waterfront event center."
- "An indoor public pool."
- "Continued development of waterfront areas for entertainment / recreation."
- "Moving the City offices and library and activating that amazing property, views and the riverfront. Ideas would be a hotel and 1st level shops/restaurants ....the hotel could offer boating adventures with the new dock. The Ormond hotel used to offer boating excursions (-: The taxes from this property alone would eventually pay for the move."
- "Bocce Ball Courts beach side of Halifax River."
- "Public Parking with Showers and Bathrooms."
- "Municipal golf course, more adult rec sports leagues."
- "Availability of the big beach wheelchairs that can be taken into the ocean and provided through advertising of companies. Also, the big sand-free beach access mats that make it accessible to bring a wheelchair onto the beach as well as beach carts."
- "Inside/outside entertainment such as a top golf, nice bowling center, food hall."

Comprehensive Plan 2045 Update

Survey Results - Question #6

What is something you currently enjoy about Ormond Beach?

- **Small-Town Charm**
  - Community Feel
  - Small town atmosphere
- **Natural Beauty and Outdoor Activities**
  - Beaches and Parks
  - Green Spaces
- **Recreational and Cultural Amenities**
  - Local Attractions
  - Public Services
  - Public spaces
- **Quality of Life**
  - Safety and Cleanliness
  - Accessibility and Convenience

Answered	181
Skipped	15



Comprehensive Plan 2045 Update

Survey Results - Question #7

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?

1. Traffic Management and Infrastructure Improvement:

- "Traffic congestion, particularly on Granada Avenue."
- "Enhanced infrastructure, including road expansions, bike lanes, and safer pedestrian routes."
- "Development to provide adequate infrastructure to prevent overburdening existing systems."

2. Controlled Development and Preservation of Green Spaces:

- "Slow down residential and commercial development."
- "Protect small-town charm."
- "Overdevelopment is leading to loss of green spaces and increased flooding."
- "Preserve natural areas and existing neighborhoods."

3. Community and Amenities:

- "Addition of parks and community centers."
- "Enhanced aesthetic/appeal and mixed use development in the downtown and beachside areas."

Answered	187
Skipped	9

4. Environmental Protection/Conservation:

- "Preserve natural areas including wetlands and trees."
- "Ensure new developments are persevering open spaces, and managing stormwater runoff and protecting local waterways."

5. Affordable Housing and Community Needs:

- "More affordable housing options without overcrowding. Some suggest reusing."
- "Repurpose existing buildings instead of building new ones."
- "More community spaces, parks, and facilities that cater to families and seniors."

6. Preserving Character:

- "Charm of Ormond Beach."
- "Historical resources and small-town feel."
- "Thoughtful growth that aligns with the values and needs of the residents."

Comprehensive Plan 2045 Update

Survey Results - Question #7 (cont.)

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years? (Proposed Solutions)

Development Control:
- "Enforce moratoriums on new building."
- "Manage and limit housing growth."
- "Stop overdevelopment and protect green spaces."
- "Maintain low-density development."

Infrastructure Improvements:
- "Upgrade roads, including widening A1A and John Anderson Drive."
- " Improve stormwater infrastructure and drainage. "
- " Expand and improve utility infrastructure. "
- " Add more sidewalks and bicycle lanes for safer mobility. "
- " Develop a bike network and improve pedestrian routes. "
- " Consider water taxis for transportation along the Halifax River.

Traffic Management:
- " Enforce speed limits. "
- " Implement traffic control measures, including roundabouts and smart traffic lights. "
- " Address traffic congestion, especially in high-traffic areas like Granada. "

Beautification and Community Amenities:
- " Enhance downtown aesthetics with landscaping and public art. "
- " Create more public parks and green spaces. "
- " Develop mixed-use areas that encourage walking and cycling. "

Answered	187
Skipped	9

Environmental Preservation:
- " Protect natural habitats and prevent clear-cutting of trees. "
- " Focus on sustainable development practices. "
- " Address issues of flooding through environmental conservation."

Community Services:
- " Increase hospital and emergency service capacity. "
- " Enhance educational facilities and quality of schools. "
- " Address homelessness and improve community safety. "
- " Implement measures to prepare for hurricanes. "

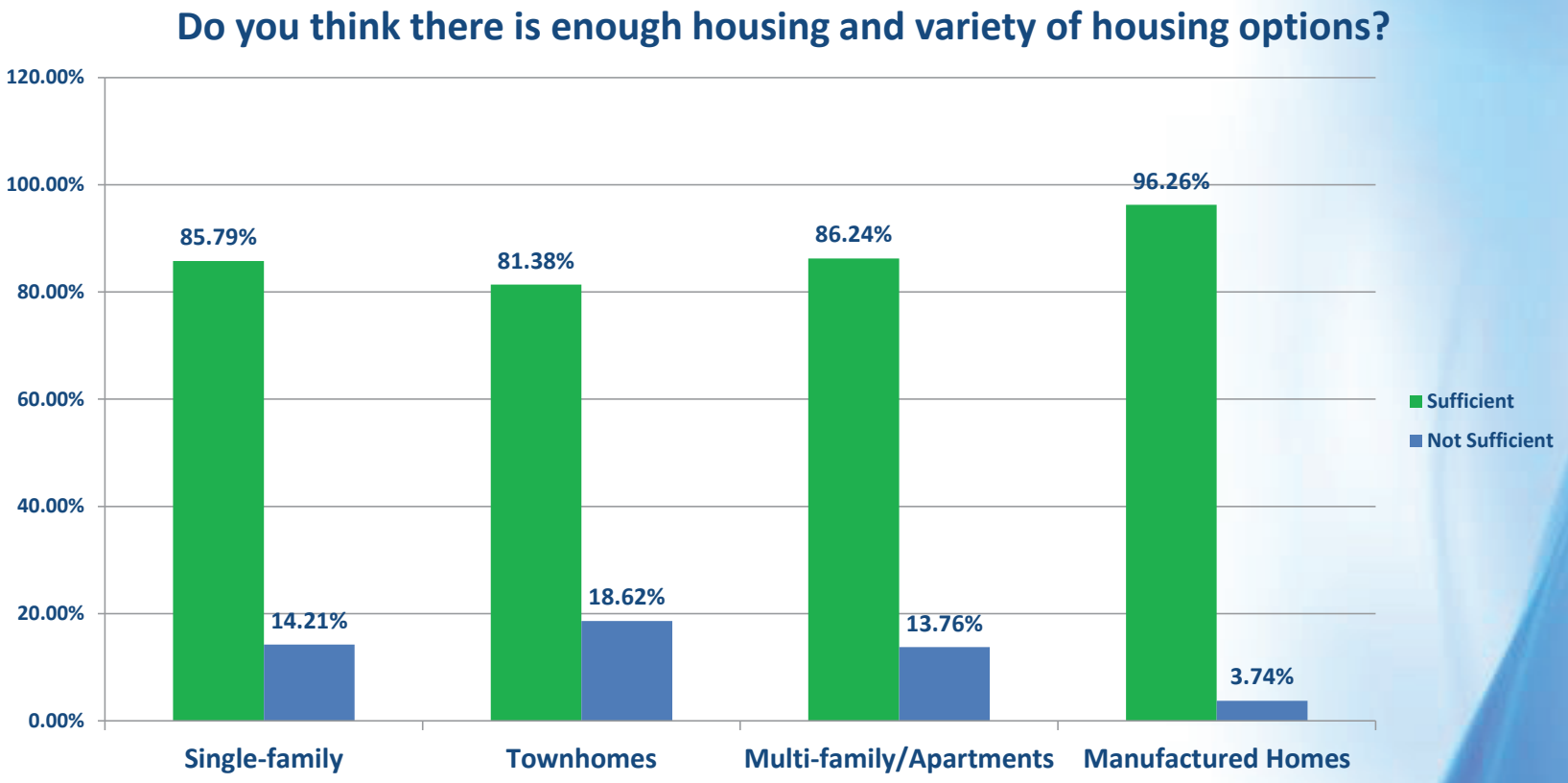
Cultural and Recreational Development:
- " Develop community centers and cultural venues. "
- " Create more waterfront restaurants and public meeting spaces. "

Zoning and Land Use:
- " Implement strict zoning regulations to control industrial development. "
- " Preserve existing historical neighborhoods and buildings. "

Tax and Budget Management:
- " Focus on maintaining low taxes and responsible spending. "
- " Seek state and federal funding for community projects. "

Comprehensive Plan 2045 Update

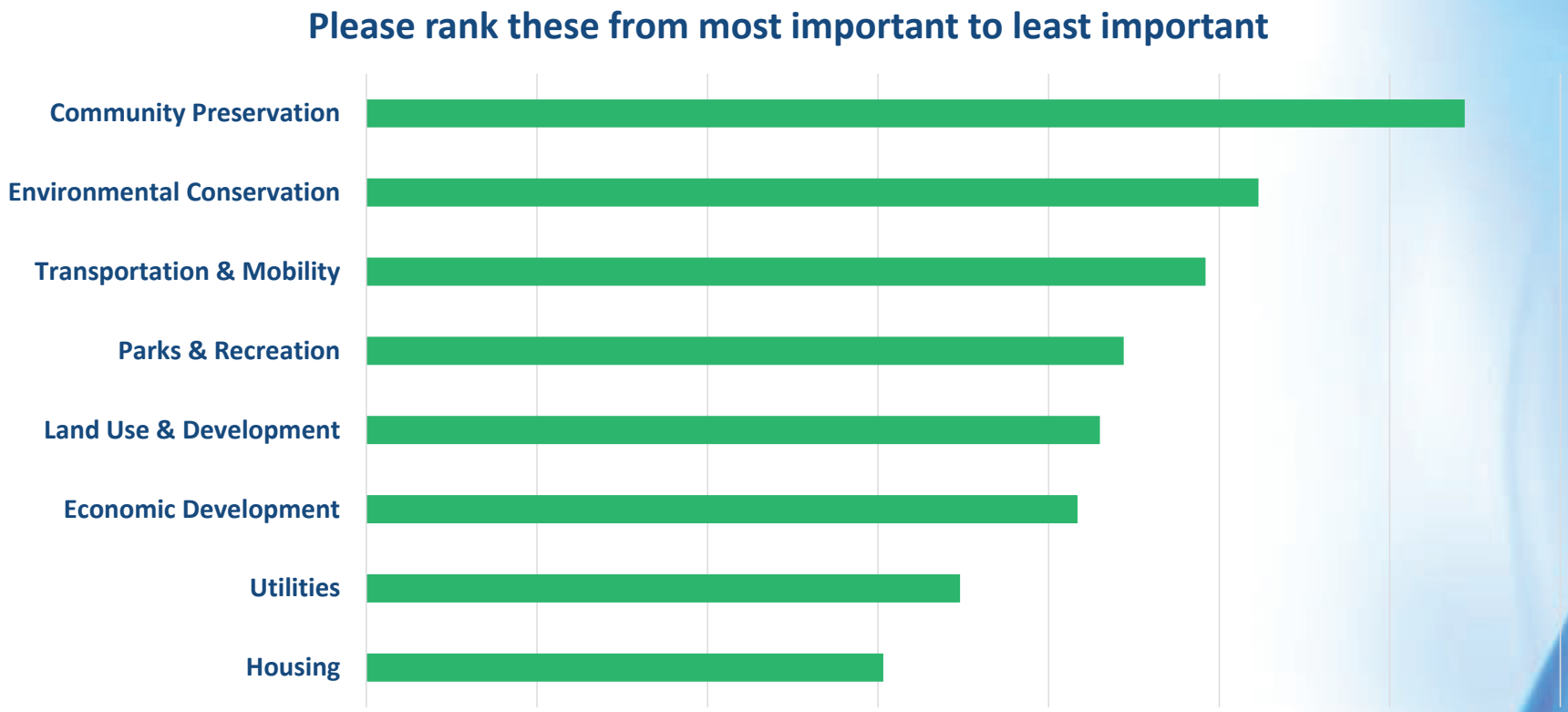
Survey Results - Question #8



Answered	191
Skipped	5

Comprehensive Plan 2045 Update

Survey Results - Question #9



Answered	195
Skipped	1

Comprehensive Plan 2045 Update

Survey Results - Question #10

In a few words, describe your vision for Ormond Beach

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

- **Preserve Small-Town Feel:** Respondents want Ormond Beach to retain its quaint, small-town atmosphere while keeping the historic charm. Family friend community.
- **Manage Growth Responsibly:** Maintain a balance of development and quality of life. Concern that growth that is leading to congestion, environmental degradation, and loss of green spaces. There should be controlled and thoughtful development that preserves existing natural areas.
- **Enhance Green Spaces and Environment:** Maintain and expand green spaces, protect natural environments, and improve sustainability efforts.
- **Improve Infrastructure:** Better infrastructure to support growth, including improved roads, utilities, and public transportation. Maintain and enhance existing facilities rather than building new ones.
- **Community and Family-Friendly Environment:** Remain a family-friendly community with accessible amenities and a high quality of life. Support of local businesses, parks, recreational opportunities and cultural/community events.
- **Avoid Overdevelopment:** Concern that excessive development could lead to overcrowding, increased traffic, and a loss of character.
- **Maintain Cleanliness and Safety:** Ensure that the city remains clean, safe, and attractive.

Answered	173
Skipped	23

Comprehensive Plan 2045 Update

Survey Results - Question #11

What are the biggest challenges you believe that Ormond Beach currently experiences, or you believe the city will face over the next 20 years?

1. **Infrastructure:**
   Roads: Traffic congestion and inadequate road infrastructure to handle growing population.
   Sewers & Septic Systems: Current systems insufficient for the expanding community.
   Stormwater Management: Flooding.

2. **Emergency Services:**
   Police and Law Enforcement: Managing crime and traffic issues.
   Fire and Rescue Services: Capacity of emergency services to handle increased demand.

3. **Public Services:**
   Healthcare: Availability and quality of medical care, including mental health services.
   Education: Overcrowding in schools and need for more educational facilities.

4. **Environmental Services:**
   Green Space: Perseveration of natural areas and management of environmental impact from development.
   Parks and Recreation: More recreational spaces and facilities.

5. **Affordable Housing:**
   Housing Options: Lack of availability of affordable housing and its impact on neighborhoods.

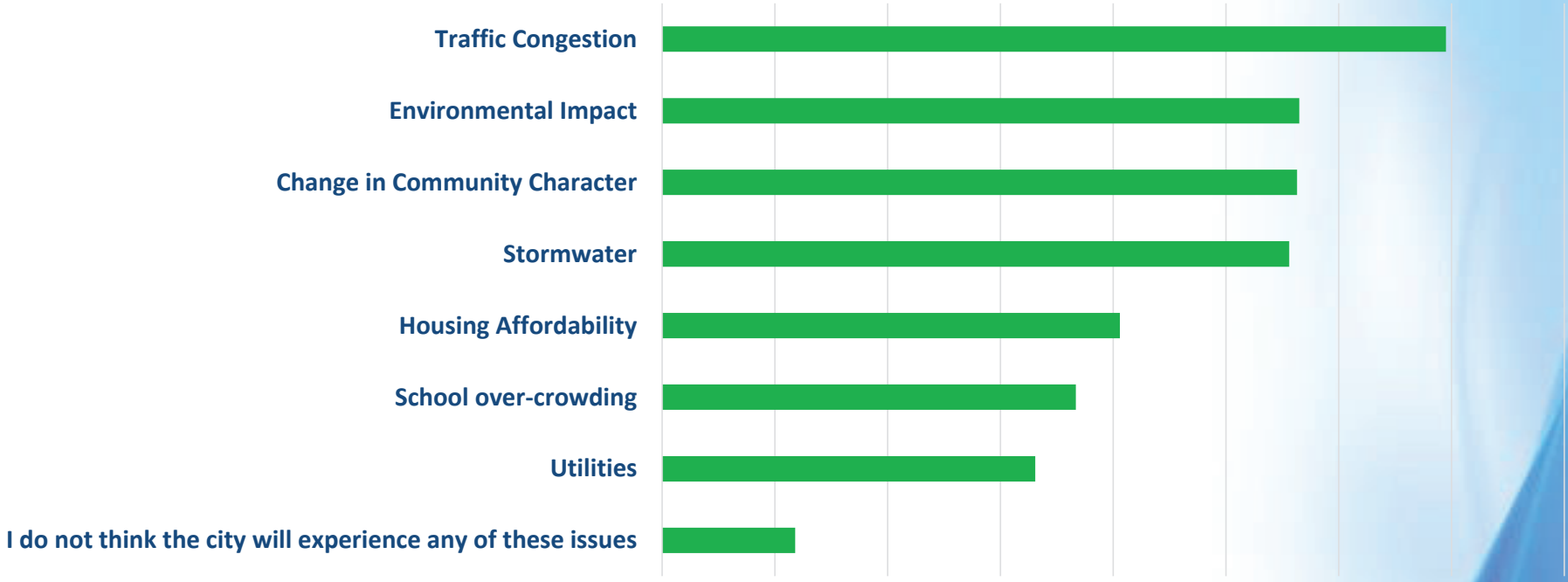
6. **Transportation:**
   Public Transit: Better public transportation options to accommodate growing population.
   Bicycle and Pedestrian Facilities: Improved facilities for non-motorized transportation.

Answered	186
Skipped	10

Comprehensive Plan 2045 Update

Survey Results - Question #12

What are the top three concerns you have related to future development within Ormond Beach?



Answered	192
Skipped	4

Comprehensive Plan 2045 Update

Survey Results - Question #13

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

Growth Management:

- Limit annexation and overdevelopment, particularly in green spaces.
- Implement a moratorium on new developments to address existing infrastructure issues.
- Enforce stricter zoning regulations to prevent unwanted developments.

Infrastructure Improvements:

- Upgrade the Granada Bridge and the downtown area for better aesthetics and functionality.
- Bury utilities to prepare for hurricanes.
- Improve roads and parking, particularly near busy intersections.

Community Engagement:

- Increase transparency and communication from city leaders to residents, prioritizing citizen input over special interest groups.
- Establish programs for local businesses to volunteer in schools and communities.

Environmental Preservation:

- Preserve parks and green spaces, halt clear-cutting, and maintain the natural character of the area.
- Encourage responsible land use, including the establishment of more parks and recreational spaces.

Answered	115
Skipped	81

Comprehensive Plan 2045 Update

Survey Results - Question #13 (cont.)

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

Economic Development:

- Focus on attracting small businesses rather than large developments.
- Enhance downtown as a destination for shopping and dining.

Recreation and Quality of Life:

- Develop more bike paths, walking trails, and dog parks.
- Address the need for community centers and summer programs for kids.

Sustainable Practices:

- Ensure new developments adhere to stronger building codes for climate resilience.
- Research successful community growth models from other cities to inform local decisions.

Public Safety and Services:

- Improve code enforcement and police facilities.
- Address traffic safety with better signage and speed control measures.

Transportation and Access:

- Improve public transportation options and pedestrian pathways.
- Consider additional access points to the beach and better routes for evacuations.

Community Identity:

- Maintain Ormond Beach's small-town charm and character through careful planning and community-focused policies.

Answered	115
Skipped	81

Comprehensive Plan 2045 Update

2nd Community Engagement Meeting

Thursday January 16, 2025

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What is one place, location or image that comes to mind when you think of Ormond Beach?

Answered	**189**
Skipped	**7**

Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	Home
114691156008	Sep 17 2024 04:45 PM	The Beach
114684819763	Sep 09 2024 08:25 PM	Granada - “Main Street”
114684784685	Sep 09 2024 07:21 PM	Community involvement, concern for green space.
114684358420	Sep 09 2024 10:53 AM	Casements
114684290117	Sep 09 2024 09:40 AM	The Bridge
114683429922	Sep 07 2024 03:58 PM	Dunes to the beach with natural vegetation with out tourists.
114683429070	Sep 07 2024 03:55 PM	The beach itself
114683418154	Sep 07 2024 03:18 PM	Little church at base of bridge
114680788831	Sep 04 2024 12:25 PM	Casements
114680585408	Sep 04 2024 08:53 AM	Peaceful beach community
114680215191	Sep 03 2024 08:15 PM	Beach
114680005115	Sep 03 2024 03:00 PM	The Loop
114678254396	Aug 31 2024 02:16 PM	the loop
114677355981	Aug 30 2024 07:33 AM	Granada bridge over the river
114677063608	Aug 29 2024 09:34 PM	The area parks surrounding the Granada Bridge and the downtown area
114677000430	Aug 29 2024 07:43 PM	The Tomoka River
114676819599	Aug 29 2024 03:59 PM	four corners parks
114676418248	Aug 29 2024 09:48 AM	Casements and casement park
114674970353	Aug 27 2024 03:42 PM	Nice small coastal city that needs to stay small and not grow.
114674966047	Aug 27 2024 03:37 PM	The Casements
114674798008	Aug 27 2024 12:26 PM	The 4 corners of the bridge
114674746857	Aug 27 2024 11:30 AM	The view from the top of the Granada bridge
114674710537	Aug 27 2024 10:53 AM	The historic loop
114674706645	Aug 27 2024 10:49 AM	The Casements
114674694926	Aug 27 2024 10:36 AM	Beach Street
114674680256	Aug 27 2024 10:22 AM	River Bend Golf Course
114674677002	Aug 27 2024 10:18 AM	Congestion
114674676558	Aug 27 2024 10:18 AM	Atlantic Ocean & Halifax River
114674670410	Aug 27 2024 10:11 AM	The increase in traffic recently
114674668505	Aug 27 2024 10:09 AM	Crossing the Halifax River on Granada at sunset
114674664547	Aug 27 2024 10:04 AM	THE BEACH and families having family fun
114674663398	Aug 27 2024 10:03 AM	Home
114674273941	Aug 26 2024 08:47 PM	Grenada Street
114674060444	Aug 26 2024 03:02 PM	The waterfront
114674058488	Aug 26 2024 03:00 PM	Classic Beach Community
114674041489	Aug 26 2024 02:39 PM	the Casements and the riverside park next to it
114673984829	Aug 26 2024 01:33 PM	ocean
114673979337	Aug 26 2024 01:27 PM	The Granada bridge
114673902708	Aug 26 2024 11:59 AM	The Ormond Hotel / Casements History

114673880068	Aug 26 2024 11:35 AM	The loop
114673817030	Aug 26 2024 10:30 AM	Small beach town
114673478848	Aug 25 2024 09:30 PM	Boats on the intracoastal
114673402419	Aug 25 2024 05:04 PM	Historic downtown
114673226667	Aug 25 2024 06:47 AM	tomaka state park and the loop
114673100465	Aug 24 2024 08:04 PM	Too much trafgic
114672740643	Aug 23 2024 11:09 PM	Granada Bridge / The Loop
114672549851	Aug 23 2024 04:01 PM	The Granada Bridge
114672380159	Aug 23 2024 11:53 AM	Construction
114672317455	Aug 23 2024 10:33 AM	Granada Blvd.
114672273188	Aug 23 2024 09:37 AM	Downtown on Granada
114671883660	Aug 22 2024 06:25 PM	Granada Bridge
114671706092	Aug 22 2024 01:52 PM	The Casements
114671419604	Aug 22 2024 07:28 AM	Beach
114671220483	Aug 21 2024 11:12 PM	Granada Bridge
114671162814	Aug 21 2024 08:57 PM	The Loop
114671161549	Aug 21 2024 08:54 PM	Sanchez Park
114671031940	Aug 21 2024 04:45 PM	Granada Bridge
114670765308	Aug 21 2024 11:11 AM	Granada bridge
114670698971	Aug 21 2024 09:51 AM	Beautiful greenery and water
114670649490	Aug 21 2024 08:44 AM	Casements
114670192748	Aug 20 2024 05:10 PM	The granada bridge
114669990173	Aug 20 2024 01:05 PM	Granada Bridge
114669277114	Aug 19 2024 02:55 PM	Casements
114669269523	Aug 19 2024 02:44 PM	Peak of Granada Bridge over Intracoastal.
114668687484	Aug 18 2024 05:35 PM	The first place to get to the beach before you get to Daytona when coming from the north.
114668641041	Aug 18 2024 02:43 PM	The Loop
114668615233	Aug 18 2024 01:10 PM	City Hall and County Library area
114668198516	Aug 17 2024 10:03 AM	Ormond Beach Scenic Loop and Trail
114668175530	Aug 17 2024 08:58 AM	Restaurant row on granada
114668139144	Aug 17 2024 07:00 AM	Granada blvd
114668060353	Aug 17 2024 01:46 AM	The pristine beaches north of Granada
114667895547	Aug 16 2024 05:31 PM	The Beach
114667887645	Aug 16 2024 05:16 PM	beach
114667826196	Aug 16 2024 03:35 PM	Houses with Pools
114667749888	Aug 16 2024 01:39 PM	Sadly, NONE
114667618395	Aug 16 2024 10:37 AM	Beach life
114667341013	Aug 16 2024 12:49 AM	The granada beach approach
114667231607	Aug 15 2024 07:56 PM	Granada bridge
114667157856	Aug 15 2024 05:28 PM	the casements
114667145463	Aug 15 2024 05:07 PM	Granada Bridge
114667062207	Aug 15 2024 03:10 PM	The view of the Granada Bridge heading East.
114667059913	Aug 15 2024 03:08 PM	Traffic on Granada Blvd
114667038102	Aug 15 2024 02:41 PM	The Oceqn
114666951199	Aug 15 2024 12:53 PM	Beaches
114666937262	Aug 15 2024 12:36 PM	River views

114666857887	Aug 15 2024 11:00 AM	The beach
114666835265	Aug 15 2024 10:32 AM	The Airport
114666828954	Aug 15 2024 10:24 AM	The Atlantic Ocean
114666810987	Aug 15 2024 10:02 AM	The beach views
114666798187	Aug 15 2024 09:44 AM	The Casements
114666790823	Aug 15 2024 09:33 AM	Granada street
114666783868	Aug 15 2024 09:22 AM	Beaches
114666778725	Aug 15 2024 09:14 AM	Trees lining many streets and more green space than in neighboring Daytona Beach or south Florida.
114666772970	Aug 15 2024 09:05 AM	The Loop
114666771043	Aug 15 2024 09:02 AM	Tomoka State Park area.
114666757938	Aug 15 2024 08:39 AM	Casements
114666755921	Aug 15 2024 08:35 AM	The Casements
114666751186	Aug 15 2024 08:27 AM	section of Granada Blvd between US1 and Beach Street
114666747414	Aug 15 2024 08:19 AM	destruction of nature
114666740302	Aug 15 2024 08:06 AM	The Beach
114666736890	Aug 15 2024 07:59 AM	The bridge
114666731152	Aug 15 2024 07:47 AM	Parks around the bridge
114666725633	Aug 15 2024 07:35 AM	the yacht club
114666720810	Aug 15 2024 07:25 AM	Granada and A1A
114666720961	Aug 15 2024 07:25 AM	Beach
114666716833	Aug 15 2024 07:17 AM	OMAM
114666710998	Aug 15 2024 07:04 AM	The parks
114666697578	Aug 15 2024 06:33 AM	I love the natural areas of Ormond Beach, they should be preserved and we should allow more areas to become naturalized.
114666694775	Aug 15 2024 06:26 AM	Peaceful community
114666694522	Aug 15 2024 06:26 AM	Beach
114666464798	Aug 14 2024 08:02 PM	I think of the Granada beach approach or the casements
114666362934	Aug 14 2024 04:48 PM	Birthplace of speed, indian burial mounds, Ormond Hotel.
114666349225	Aug 14 2024 04:28 PM	Beach Approach at Granada..an arched sign like Daytona has would nice.
114666117192	Aug 14 2024 11:38 AM	Granada bridge
114665329861	Aug 13 2024 01:11 PM	The Loop
114665286072	Aug 13 2024 12:15 PM	Downtown
114665110565	Aug 13 2024 08:24 AM	Downtown Ormond
114664817062	Aug 12 2024 09:06 PM	The Loop
114664604293	Aug 12 2024 03:14 PM	The river
114664436526	Aug 12 2024 11:44 AM	The bridge. I love it!
114663461010	Aug 10 2024 07:47 AM	The Loop
114663107390	Aug 09 2024 02:44 PM	Downtown Overlay District
114663094365	Aug 09 2024 02:23 PM	Ormond Beach beach approach
114663012183	Aug 09 2024 12:16 PM	The beach
114662811289	Aug 09 2024 07:00 AM	Granada Bridge and the surrounding historic buildings in that area
114662808933	Aug 09 2024 06:55 AM	The bridge
114662582347	Aug 08 2024 08:41 PM	Our beautiful beaches
114662346395	Aug 08 2024 02:03 PM	The Granada Bridge
114662219137	Aug 08 2024 11:28 AM	The parks at the bridge
114662147464	Aug 08 2024 10:01 AM	Intersection of Granada and Nova

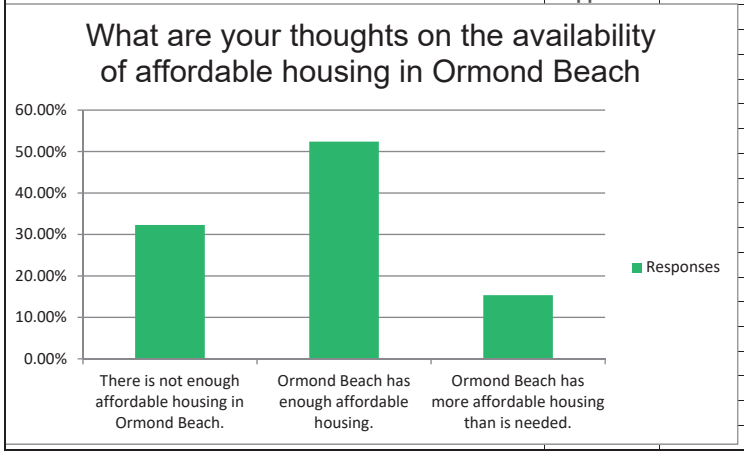
114662087204	Aug 08 2024 08:44 AM	Central Park
114661990725	Aug 08 2024 05:32 AM	The beach approach at Granada
114661810666	Aug 07 2024 10:18 PM	Granada, beach
114661789054	Aug 07 2024 09:32 PM	Scenic Loop and the preservation of natural beauty & Open Space
114661668445	Aug 07 2024 05:37 PM	Tom Rednick Park beach
114661642825	Aug 07 2024 04:59 PM	paradise
114661622289	Aug 07 2024 04:33 PM	The beach
114661546872	Aug 07 2024 02:55 PM	Downtown and the river
114661463161	Aug 07 2024 01:08 PM	City Hall/ 4 Corners
114661432126	Aug 07 2024 12:28 PM	The historic buildings downtown
114661405401	Aug 07 2024 11:58 AM	The beach
114661400920	Aug 07 2024 11:53 AM	Granada Bridge
114661356794	Aug 07 2024 11:02 AM	Beach
114661348995	Aug 07 2024 10:53 AM	Parks and people parking in their front yards
114661329132	Aug 07 2024 10:29 AM	Downtown
114661237761	Aug 07 2024 08:27 AM	Nothing
114661230607	Aug 07 2024 08:15 AM	the low density compared to cities with similar amenities
114661224319	Aug 07 2024 08:04 AM	The Granada Bridge
114661215165	Aug 07 2024 07:48 AM	Andy Romano parking area
114661165417	Aug 07 2024 06:08 AM	The bridge parks
114661061001	Aug 07 2024 02:24 AM	The Casements
114660979273	Aug 06 2024 10:55 PM	Beach
114660966685	Aug 06 2024 10:26 PM	Sports complex
114660919281	Aug 06 2024 08:45 PM	The Casements
114660880782	Aug 06 2024 07:27 PM	Granada
114660864064	Aug 06 2024 06:54 PM	The Casements
114660827057	Aug 06 2024 05:52 PM	Small beach community with clean safe beaches
114660786151	Aug 06 2024 04:52 PM	Calm
114660785104	Aug 06 2024 04:50 PM	The Casements
114660764770	Aug 06 2024 04:26 PM	Beach
114660759645	Aug 06 2024 04:20 PM	The beach
114660722238	Aug 06 2024 03:37 PM	Our downtown area
114660696241	Aug 06 2024 03:09 PM	Granada Blvd
114660685176	Aug 06 2024 02:57 PM	The beach
114660684138	Aug 06 2024 02:56 PM	View of ocean and river from top of the Granada bridge
114660663180	Aug 06 2024 02:29 PM	Granada Beachside
114660591292	Aug 06 2024 01:05 PM	Loop
114660565162	Aug 06 2024 12:34 PM	Beach
114660555099	Aug 06 2024 12:22 PM	Downtown Ormond (W Granada)
114660548241	Aug 06 2024 12:14 PM	The Boy Scout house/yacht club with the blue Christmas trees.
114660542884	Aug 06 2024 12:08 PM	Birthplace of Speed
114660539317	Aug 06 2024 12:04 PM	Driving on the Beach and Central Park
114660512359	Aug 06 2024 11:33 AM	Andy Romano Park
114660503935	Aug 06 2024 11:24 AM	Granada
114660501792	Aug 06 2024 11:21 AM	Oceanfront parks
114660497660	Aug 06 2024 11:16 AM	Ocean
114660496826	Aug 06 2024 11:15 AM	Granada

114660492419	Aug 06 2024 11:10 AM	Water ways and the Ocean
114660490029	Aug 06 2024 11:08 AM	Granda bridge
114660489603	Aug 06 2024 11:07 AM	Beach
114660482090	Aug 06 2024 10:59 AM	A well maintained, community oriented, beautiful coastal town, and a great place to live, work and raise a family.
114660465442	Aug 06 2024 10:39 AM	Granada
114660452468	Aug 06 2024 10:24 AM	Traffic
114660450767	Aug 06 2024 10:22 AM	OBPAC
114660444357	Aug 06 2024 10:15 AM	Four corners at Bridge
114660443069	Aug 06 2024 10:13 AM	The Granada Bridge with its the four corner parks is an iconic image.
114660403902	Aug 06 2024 09:26 AM	Casements
114659871859	Aug 05 2024 03:46 PM	Tomoka State Park

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What are your thoughts on the availability of affordable housing in Ormond Beach

Answer Choices	Responses	
There is not enough affordable housing in Ormond Beach.	32.28%	61
Ormond Beach has enough affordable housing.	52.38%	99
Ormond Beach has more affordable housing than is needed.	15.34%	29
	Answered	**189**
	Skipped	**7**

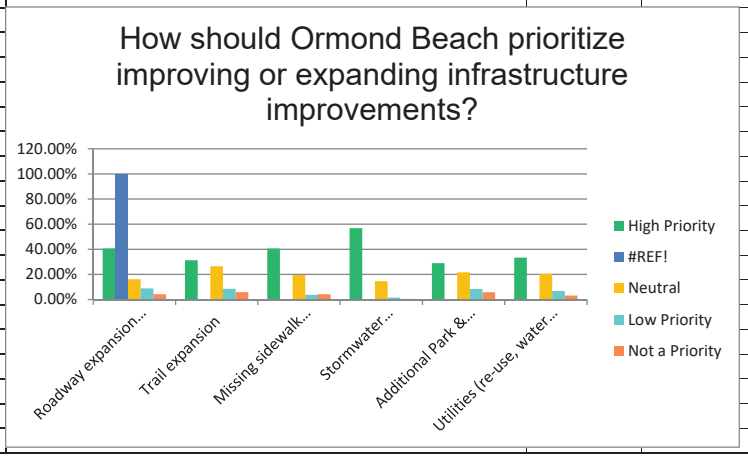


	A	B	C
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
2	**If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?**		
3	**Answered**	**80**	
4	**Skipped**	**116**	
5			
6			
7	Respondent ID	Response Date	Responses
8	114684784685	Sep 09 2024 07:21 PM	Please just no more over-building. Live on the outskirts of Ormond Beach and save and improve your current home for a nice resale price and then move to Ormond Beach if you want to.
9	114683429922	Sep 07 2024 03:58 PM	I don't think they're in Ormond, but some of the empty malls could be recon converted into communities.
10	114680585408	Sep 04 2024 08:53 AM	I don’t know if there’s adequate affordable housing, but I strongly stress that this town is very full already, I hope the government professionals want to keep this town, peaceful, and not overloaded with people and the roads are full already, there’s really not room for any more traffic and people.
11	114677355981	Aug 30 2024 07:33 AM	Nope
12	114674966047	Aug 27 2024 03:37 PM	There is an uptick of homeless even in the trails. Affordable housing would not be in reach for these folks. The jobs that surround OB are not very high end, however you run the risk of slums if you lower the housing standards, then as with Clyde Morris, Williamson, LPGA,,crime spikes. Remember OB was the home for high end professionals, that's change so you need to strike a careful balance.
13	114674798008	Aug 27 2024 12:26 PM	Values have come up so much that people cannot afford to down size or live here. I think perhaps instead of spending the money to build affordable housing complexes...which reduces the values of neighboring properties...use the funds to subsidize purchases for people who qualify. It seems easier and will help to sell our over abundance of inventory.
14	114674746857	Aug 27 2024 11:30 AM	Not sure. Can't grow to the east. I don't know much about affordable housing. Real estate and rents seem to be rising faster than ever.
15	114674677002	Aug 27 2024 10:18 AM	Stop building overpriced apartments . Require developers to build housing that is truly affordable given the areas low wages
16	114674676558	Aug 27 2024 10:18 AM	Please, no more apartment buildings and storage units along our thorofares.
17	114674670410	Aug 27 2024 10:11 AM	Housing seems to be keeping up
18	114674273941	Aug 26 2024 08:47 PM	Please prioritize the development of mixed-use and/or affordable housing projects that do not financially run on enormous profit margins; Ormond Beach needs development that people can comfortably live in commensurate to their lower wages.
19	114674060444	Aug 26 2024 03:02 PM	It's certainly NOT more apartment complexes. Rents are overpriced and can exceed the cost of a mortgage. New housing developments without the added expense of an HOA with smaller home options may be a solution.
20	114674041489	Aug 26 2024 02:39 PM	Is there a way to put more abandoned houses on the market? More tax deed sales would be great.
21	114673902708	Aug 26 2024 11:59 AM	None. Affordable housing is mostly affected by personal choice and willingness to live within their means. There are plenty of homes available that don’t meet “the aesthetic” of what this younger generation are looking for. The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren’t the new construction models younger people are looking for. Quality neighborhoods are dying out because no one is offering an opportunity to revitalize older homes. Such a waste of property to let them go unrehabilitated.
22	114673478848	Aug 25 2024 09:30 PM	Liberalize zoning and building restrictions to allow developers big and small to fill the gaps.
23	114673402419	Aug 25 2024 05:04 PM	What exactly is the definition of affordable housing?
24	114673100465	Aug 24 2024 08:04 PM	No more apartments
25	114672740643	Aug 23 2024 11:09 PM	1. Keep asking the legislature to approopriate money for Hometown Heroes to make home ownership possible, isntead of renting. 2. Consider smaller lot sizes / tiny homes in certain areas. 3. Build more homes. More inventory = lower prices.
26	114672380159	Aug 23 2024 11:53 AM	Collect impact fees from new development to offer subsidies for affordable housing
27	114672273188	Aug 23 2024 09:37 AM	Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs. Allow more infill.
28	114671419604	Aug 22 2024 07:28 AM	Less taxes
29	114671162814	Aug 21 2024 08:57 PM	na
30	114671161549	Aug 21 2024 08:54 PM	Quit building apartments and build housing communities with smaller houses
31	114670698971	Aug 21 2024 09:51 AM	I give our city government the credit for being able to implement a strategy; you just need the will to do it!
32	114670649490	Aug 21 2024 08:44 AM	Dont build anymore apartments. There is enough housing. Ormond is full. NO fuel farm

	A	B	C
33	114669277114	Aug 19 2024 02:55 PM	Is there a way to incentivize landlords/lessors to offer clean, safe affordable housing close to bus stops, etc? I wish I knew how to implement social/business policy without subsidies. It's usually a supply/vs demand issue. Not enough affordable housing means either living on the street or somewhere unsafe & in poor living conditions. To build more affordable housing you need affordable land & maybe a structure where you waive the developer's cost of putting in the roads, curbs, gas, electric, sewer, water, lighting & common area landscaping as long as the city can have a say in the rent. Maybe we need to look at what other cities have done successfully & try to replicate? How bout we have the capacity to help people find affordable housing that meets their needs?? This is a tough one.
34	114669269523	Aug 19 2024 02:44 PM	Many apt complexes have been built the past few years along Williamson, Clyde Morris, etc. near the hospital and manufactured Plantation Oaks communities built between Old Dixie and US 1.
35	114668615233	Aug 18 2024 01:10 PM	N/A
36	114668546999	Aug 18 2024 09:26 AM	NO MORE SUBSIDIZED, LOW-RENT HOUSING! We do NOT want Ormond to look like the crime ridden big cities!
37	114668175530	Aug 17 2024 08:58 AM	N/a
38	114668139144	Aug 17 2024 07:00 AM	There is an abundance of homes and way too many apartment complex. None of them are affordable
39	114667887645	Aug 16 2024 05:16 PM	Stop raising taxes every year and find ways to lower home insurance. Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations.
40	114667618395	Aug 16 2024 10:37 AM	Na
41	114667341013	Aug 16 2024 12:49 AM	I don't know how much affordable housing there is. Its not my season of life.
42	114666951199	Aug 15 2024 12:53 PM	More senior complexes like Madison Glenn would be great.
43	114666857887	Aug 15 2024 11:00 AM	Reserve some of the massive amount of development taking place for community that are not house-rental-only.
44	114666844491	Aug 15 2024 10:43 AM	Apartments would seem go be the best at this time, even though rents are sky high also. When I first moved to FL, I lived in a subsidized apartment complex, which helped until I was on my feet and could afford more. Are there many in Ormond Beach? I can't remember seeing any when I looked in 2005. Maybe that is a part of the solution?
45	114666783868	Aug 15 2024 09:22 AM	NA
46	114666778725	Aug 15 2024 09:14 AM	Higher density units to preserve green and forested areas.
47	114666771043	Aug 15 2024 09:02 AM	Multi family units rather than single family housing should be prioritized.
48	114666755921	Aug 15 2024 08:35 AM	I wish I knew.
49	114666710998	Aug 15 2024 07:04 AM	Either regulate or build affordable housing
50	114666694522	Aug 15 2024 06:26 AM	Instead of building all high price apartments and houses look at alternative lower cost housing.
51	114666464798	Aug 14 2024 08:02 PM	There are enough neighborhoods being built
52	114666362934	Aug 14 2024 04:48 PM	Send them to Daytona or Palm Coast.
53	114666349225	Aug 14 2024 04:28 PM	"affordable" is the operative number. I don't like all the "perks" companies get to put up apartments with a "certain" number with lower cost,and get massive tax breaks...most apartments turn to condos around 10 years...so builders got all their money up front,then leave.I believe ALL cities should get imput from surrounding areas,as Ormonds roads,schools,parks will be impacted,with NO tax income into Ormond.Just as Hunter's Ridge did...It is is Flagler,yet has no entrance/exit into Flagler...The Avalon Park will impact Ormond having a major entrance on Booth road,dumping onto Granada,The Interstate off ramp,Ormonds traffic,yet NO plans are in the works to widen Granada(not talking making a turn lane).Also our recharge water area is being surrounded by housing. Tiny house communities more affordable than manufactured. Ormond older communities for single families are too small for todays families.
54	114666117192	Aug 14 2024 11:38 AM	Stop building apartments and build homes
55	114665286072	Aug 13 2024 12:15 PM	Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing.
56	114664436526	Aug 12 2024 11:44 AM	Regulation!! starting with DeSantis and with local governments. We like him, but he's way too all for capitalization over ppl. It's the one area we are disappointed in with him.
57	114663107390	Aug 09 2024 02:44 PM	Research how other cities have made provisions and build our own program.
58	114662808933	Aug 09 2024 06:55 AM	A committee to explore vacant buildings for infill or properties that are vacant to develop.
59	114662582347	Aug 08 2024 08:41 PM	Please do NOT build more housing, improve the infrastructure FIRST to prepare for the future!
60	114662219137	Aug 08 2024 11:28 AM	Modify the lot size and setback requirements in selected neighborhoods. For example Collins and Bryant south of hand. Possible overlay district.
61	114662087204	Aug 08 2024 08:44 AM	Allow mixed use development on key commercial corridors like N. US 1, Nova Road, S. US 1, AIA and in the downtown to build density and amenities.

	A	B	C
62	114661668445	Aug 07 2024 05:37 PM	Incentives for landlords to make housing more affordable
63	114661622289	Aug 07 2024 04:33 PM	Use some of the empty buildings as apartments
64	114661463161	Aug 07 2024 01:08 PM	The City should encourage redevelopment and the allowance of density within the city Center
65	114661348995	Aug 07 2024 10:53 AM	Tiny homes areas..... with a common space for some gardens
66	114661329132	Aug 07 2024 10:29 AM	New builds need a variety of price ranges for homes. Help fight to regulate home owners insurance.
67	114661237761	Aug 07 2024 08:27 AM	Build more affordable housing . Stop bankrolling luxury apartments
68	114661230607	Aug 07 2024 08:15 AM	building more apartments and increasing density is NOT the answer, the City's charm is that it is NOT full of low income and subsidized housing
69	114661215165	Aug 07 2024 07:48 AM	Vacant buildings or homes that could be used fir temporary housing
70	114661165417	Aug 07 2024 06:08 AM	N/A
71	114660979273	Aug 06 2024 10:55 PM	More reasonably priced homes not apartments. Not cookie cutter Dr Horton either.
72	114660786151	Aug 06 2024 04:52 PM	Accept, housing crisis is a national issue, stop trying to solve national issue here locally by having disportionate share of affordable housing.
73	114660785104	Aug 06 2024 04:50 PM	N/A
74	114660685176	Aug 06 2024 02:57 PM	An affordable housing trust fund via developer impact fees. The developers are making profits while increased development impacts our traffic, chances of flooding, natural environment.
75	114660663180	Aug 06 2024 02:29 PM	Renovate or update, stop adding to the drainage issues by overbuilding.
76	114660565162	Aug 06 2024 12:34 PM	Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people cant afford 2000 and up for rent.
77	114660542884	Aug 06 2024 12:08 PM	Ormond has a large population of elderly. Nicely appointed elderly housing would be a great asset.
78	114660539317	Aug 06 2024 12:04 PM	I lived in Holly Hill in the 60 on Audrey Dr, the neighborhood was wonderful, then the city built the projects on Jimmie Anne Dr, our neighborhood deteriorated from then on along with the rest of Holly Hill. The last thing we need is people that don't respect their living accomidations, we already have plenty of appartments being built on the edge of Ormond Beach on or near Williamson, Clyde Morris and LPGA. Ormond residents safety is more important!
79	114660501792	Aug 06 2024 11:21 AM	Put systems in place to lower insurance rates to make home ownership more attainable as well as be able to lower rents due to less overhead.
80	114660497660	Aug 06 2024 11:16 AM	Require developers to provide affordable housing as well as the ones they want approved.
81	114660496826	Aug 06 2024 11:15 AM	N/a - there are plenty of rentals and far too many that border Ormond Beach just south of Granada. It is a worry that there will be far too much crime because of this.
82	114660492419	Aug 06 2024 11:10 AM	Don't want low income housing in Ormond. There is enough in Holly Hill and daytona.
83	114660490029	Aug 06 2024 11:08 AM	Fund an affordable housing program
84	114660489603	Aug 06 2024 11:07 AM	Unfortunately most housing is unaffordable now. There is no quick and easy solution, but options should be researched.
85	114660482090	Aug 06 2024 10:59 AM	Honestly, not sure how to do that! Purchasing a home in Ormond Beach has always been more expensive, compared to neighboring cities. In fact, when I bought my first home, I bought in Daytona Beach, because that was what I could afford at the time. When I became more financially capable , I purchased in Ormond Beach.
86	114660465442	Aug 06 2024 10:39 AM	Insurance needs to be addressed.
87	114660450767	Aug 06 2024 10:22 AM	Discussion with other cities Ormond size, that have incorporated affordable housing.

	A	B	C	D	E	F	G	H	I	J	K
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024										
2	**How should Ormond Beach prioritize improving or expanding infrastructure improvements?**										
3		High Priority			Neutral		Low Priority		Not a Priority		Total
4	Roadway expansion (with State FDOT and Volusia County)	40.63%	78	58	16.15%	31	8.85%	17	4.17%	8	192
5	Trail expansion	31.22%	59	53	26.46%	50	8.47%	16	5.82%	11	189
6	Missing sidewalk corridors	40.53%	77	61	19.47%	37	3.68%	7	4.21%	8	190
7	Stormwater Improvements	56.77%	109	51	14.58%	28	1.56%	3	0.52%	1	192
8	Additional Park & Recreation Facilities	28.95%	55	67	21.58%	41	8.42%	16	5.79%	11	190
9	Utilities (re-use, water and sewer)	33.33%	64	70	20.31%	39	6.77%	13	3.13%	6	192
10										**Answered**	**194**
11										**Skipped**	**2**



City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Answered	**183**
Skipped	**13**

Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	More exotic/invasive vegetation & vine removal throughout City and require or enforce removal from private properties. Areas are overrun and impacting sensitive habitats, some of which provide basic needs for protected species - ie - Sanchez Park/Brazilian Pepper and Manatees
114691156008	Sep 17 2024 04:45 PM	Remove septic tanks and provide service to beachside county areas
114684819763	Sep 09 2024 08:25 PM	Continued development of waterfront areas for entertainment / recreation.
114684784685	Sep 09 2024 07:21 PM	If we have a "willing seller" for the Tomoka Oaks Golf Course land, PLEASE put an 18-hole golf course back there. The State was trying to put about 4 different golf courses in our State Parks. That is not a good idea. "We" have a perfect spot for an 18-hole golf course. In our Parks and Rec survey of 2022, a golf course was mentioned on pp. 132, 149, 155, 186, 192 and page 231. We need recreation for our families and a golf course would be welcomed.
114684358420	Sep 09 2024 10:53 AM	Moratorium on development of new residential neighborhoods and apartment complexes until their impact on traffic, flooding, and medical infrastructure has been fully evaluated to ensure these areas can absorb new growth.
114684290117	Sep 09 2024 09:40 AM	Bury the Utility Lines....would reap back cost in 3 hurricanes and make enduring a storm much safer and more pleasant.
114683429922	Sep 07 2024 03:58 PM	Improve traffic patterns before you allow any more new apartment buildings or neighborhoods to be built. I realize part of the problem is Daytona resident West of 95 all dumping on Granada but that affects all of us who live here and suck with it.
114683429070	Sep 07 2024 03:55 PM	improving walk and bicycle access that is safe
114683418154	Sep 07 2024 03:18 PM	High end looking LANDSCAPE
114680788831	Sep 04 2024 12:25 PM	a community appearance board like some other communities have
114680585408	Sep 04 2024 08:53 AM	Ormond Beach has a great quality of life, we just don't want to see too much change in the population, it already takes over 20 minutes just to go from east to west, we just want to keep it manageable traffic and a manageable amount of people in thisbeautiful beach town
114680005115	Sep 03 2024 03:00 PM	STOP BUILDING!!! The growth is out of control.
114678254396	Aug 31 2024 02:16 PM	Stop bulding all over.
114678165469	Aug 31 2024 10:39 AM	Police enforcement, traffic and appearance, in gated communities. Pay for Ormond Beach police officers need to be equivalent or more to surrounding cities and county.
114677355981	Aug 30 2024 07:33 AM	Sewer not septic
114677000430	Aug 29 2024 07:43 PM	Turn lanes at major intersections
114676819599	Aug 29 2024 03:59 PM	traffic control on Granada Blvd. Consider lower speed limit. Drivers are out of control, never see law enforcement
114676418248	Aug 29 2024 09:48 AM	Develop our downtown (S. of bridge)with more shops, restaurants etc.
114674970353	Aug 27 2024 03:42 PM	Clean out the homeless people, panhandling, and illegal alien element within Ormond Beach.
114674966047	Aug 27 2024 03:37 PM	There isn't any. It was not planned well decades ago.
114674798008	Aug 27 2024 12:26 PM	Moving the City offices and library and activating that amazing property, views and the riverfront. Ideas would be a hotel and 1st level shops/restaurants ....the hotel could offer boating adventures with the new dock. The Ormond hotel used to offer boating excursions (-: The taxes from this property alone would eventually pay for the move.
114674746857	Aug 27 2024 11:30 AM	No response
114674710537	Aug 27 2024 10:53 AM	Public art, fountains & permanent monuments that pay tribute to our history (i.e., The Birthplace of Speed, John Anderson, John D Rockefeller, etc.). Add Palm trees within the center road barriers on A1A similar to those on Granada. Get rid of bus bench billboard ads on A1A, looks trashy.
114674706645	Aug 27 2024 10:49 AM	more landscaping
114674703589	Aug 27 2024 10:45 AM	No more dense housing (apartments)
114674680256	Aug 27 2024 10:22 AM	Golfing. Nothing to do but beach, bars & restaurants. Not only good for locals, but for visitors also.
114674677002	Aug 27 2024 10:18 AM	Stop building wawas, storage units , fast food restaurants and destroying green spaces
114674676558	Aug 27 2024 10:18 AM	Clean up the North US 1 area. Use enforcement, if necessary.
114674670410	Aug 27 2024 10:11 AM	Traffic control
114674668505	Aug 27 2024 10:09 AM	Clean up US #1 North
114674664547	Aug 27 2024 10:04 AM	Bocce Ball Courts beach side of Halifax River.
114674663398	Aug 27 2024 10:03 AM	More medical care facilities
114674273941	Aug 26 2024 08:47 PM	The creation of communities and developments that prioritize the pedestrian and do not require the use of a car. Many communities out by i-95 are very isolated due to cars being the only viable transportation in the area.
114674060444	Aug 26 2024 03:02 PM	More utilization of our waterfront areas.

114674058488	Aug 26 2024 03:00 PM	Outdoor covered sitting areas as shelter from sun and rain for walkers
114674041489	Aug 26 2024 02:39 PM	Prohibiting cars from driving on the Atlantic beach.
114673984829	Aug 26 2024 01:33 PM	Improve Downtown Ormond Beach. Specifically Granada Blvd.
114673902708	Aug 26 2024 11:59 AM	Lighting along beach street sidewalks like Holly Hill & Daytona did.
114673880068	Aug 26 2024 11:35 AM	Stop the over building and clear cutting the land.
114673817030	Aug 26 2024 10:30 AM	Pay the police a higher salary and keep out the homeless
114673478848	Aug 25 2024 09:30 PM	Grade separated bicycle lanes.
114673402419	Aug 25 2024 05:04 PM	More shade structures at Parks and allow ability to have truck vendors or others provide food services and make them destinations during certain periods of the week or month
114673226667	Aug 25 2024 06:47 AM	Stop building and taking away open land
114673100465	Aug 24 2024 08:04 PM	Less developers
114672740643	Aug 23 2024 11:09 PM	I would like to see an Ormond Beach City Center, similar to what Port Orange has. City Government, EOC, Police, Library, Event Center, Recreation, etc. (It would have been nice to do something like that at the old Memorial Hospital site.)
114672549851	Aug 23 2024 04:01 PM	Ormond Beach needs an Event Center. What if you relocated the Library and made that into a waterfront event center?
114672380159	Aug 23 2024 11:53 AM	More bike lanes , a farmer's market that is not strictly during business hours so people who work can attend
114672317455	Aug 23 2024 10:33 AM	Scrap the realignment plan for Granada Blvd. and come up with a more realistic one suitable for the only east/west corridor in Ormond Beach. The in progress plan will severely impact traffic congestion, emergency services response and operations with questionable benefits to citizens and visitors.
114672273188	Aug 23 2024 09:37 AM	More protected bike lanes, wider sidewalks, more crosswalks.
114671883660	Aug 22 2024 06:25 PM	Removing homeless and panhandlers
114671706092	Aug 22 2024 01:52 PM	Less building when there are so many vacant commercial properties
114671419604	Aug 22 2024 07:28 AM	Interconnecting sidewalks and trails, especially along John Anderson and n beach st
114671220483	Aug 21 2024 11:12 PM	Prevent road expansion as a way to deter any further overpopulation.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	More community gardens
114671031940	Aug 21 2024 04:45 PM	Stop cutting down trees for development.
114670765308	Aug 21 2024 11:11 AM	more crosswalks or cross-bridge for residents and visitors to safely walk from one end to another. More safety signals for pedestrians
114670698971	Aug 21 2024 09:51 AM	Stop the unabated development without corresponding infrastructure improvement. Residents are VERY UNHAPPY about the way all this development is taking place, with corresponding traffic tie ups and accidents!
114670649490	Aug 21 2024 08:44 AM	No fuel farm
114670192748	Aug 20 2024 05:10 PM	Ormond Beach should prioritize creating a vibrant downtown area along Granada, filled with more restaurants and lively businesses. To achieve this, we need to thoughtfully relocate establishments like boxing gyms to different parts of town, ensuring the downtown becomes a hub of activity and community. Additionally, we should focus on enhancing our school system, providing our children with a strong foundation to grow up here, and consider bringing a football stadium to Ormond to foster local pride and opportunities
114669990173	Aug 20 2024 01:05 PM	Community/Event Center
114669277114	Aug 19 2024 02:55 PM	I personally feel that this is an extremely active community so sidewalks, roads & lighting all for safety purposes I find necessary & living beachside by Andy Romano Park I'm grateful for what has transpired to create more safety on A1A, but man of our roads & sidewalks and the lighting at dusk & dawn is not safe for walkers, joggers, bicyclists, and dog walkers.
114669269523	Aug 19 2024 02:44 PM	Town Center near Ross Common Publix. Why do proposed projects there never materialize? Halifax Plantation subdivisions keep being built.
114668641041	Aug 18 2024 02:43 PM	Stop clear-cutting and require developers to build around existing trees and plant life
114668615233	Aug 18 2024 01:10 PM	I think of the Daytona Beach Ocean Walk area's colored brick roadway at a couple intersections. I always thought a comparable one would look so nice at Granada and Beach Street and perhaps Granada and A1A the same turquoise and sand color. Perhaps in the center "Ormond Beach".
114668546999	Aug 18 2024 09:26 AM	Stop bringing in all these cheap apartments!
114668198516	Aug 17 2024 10:03 AM	Lush native plants on public property and maintain trees and vegetation with best practices.
114668175530	Aug 17 2024 08:58 AM	We need another bridge. It is unsafe to only have one bridge in Ormond for evacuation purposes. Not only that, our population and traffic have increased to the point that the bridge is often backed up. If there is an event at the Casements on top of that, traffic becomes unmanageable.
114668139144	Aug 17 2024 07:00 AM	Stop tearing down trees and building apartments, car washes, storage buildings and dollar stores. Preserve what little beauty is left of Ormond
114668060353	Aug 17 2024 01:46 AM	Keeping height limits on buildings on the beachside.
114667895547	Aug 16 2024 05:31 PM	Developers should ALWAYS pay impact fees for roadways, police, fire, schools, etc.
114667887645	Aug 16 2024 05:16 PM	Better sidewalks everywhere and lanes for bikes on all roads (John Anderson) Stop ripping out trees for overdevelopment. We don't need more carwashes, condos and storage. Provide more beach access, parks, boat ramps. Save the trees and swamps. Stop building on Grenada. More hospitals.
114667826196	Aug 16 2024 03:35 PM	Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	Stop overdeveloping
114667618395	Aug 16 2024 10:37 AM	Less apartments and another hospital

114667341013	Aug 16 2024 12:49 AM	A more central location for family/community events. Port Orange has City Center and never seems to have parking issues. We have the Casements and parking and traffic are in the middle of everything
114667231607	Aug 15 2024 07:56 PM	Less development
114667157856	Aug 15 2024 05:28 PM	activities center
114667145463	Aug 15 2024 05:07 PM	Create a real sense of downtown...
114667062207	Aug 15 2024 03:10 PM	A comprehensive bike trail network and more sidewalks. My street is very busy and is s commuter cut-through but we have no sidewalks.
114667059913	Aug 15 2024 03:08 PM	Less new development
114667038102	Aug 15 2024 02:41 PM	Less corporate franchises. We don't need more National fast food or convenience stores. Prefer to see more locally owned restaurants and stores. No more strip malls.
114666951199	Aug 15 2024 12:53 PM	Better access on Granada. Doing all the improvements with the medians just creates more backup. I pray that people are not stuck in traffic when an ambulance has to get thru there. Enlarge Granada, don't put in more medians.
114666937262	Aug 15 2024 12:36 PM	Movie theater
114666857887	Aug 15 2024 11:00 AM	More multi-purpose use trails (i.e., bike and walking)
114666844491	Aug 15 2024 10:43 AM	Figure out a solution to the traffic issues we are having. It seems like, since I moved here in 2012, we have gone from only having occasional traffic backups during high season, to constantly having traffic backups. I realize there is no easy solution, as we are locked into too few roads to handle the traffic, but something has to be done! It is not unusual to see traffic backed up one or almost 2 lights on Granada at certain times of the day. The small town atmosphere we had here is quickly disappearing.
114666835265	Aug 15 2024 10:32 AM	An indoor public pool.
114666828954	Aug 15 2024 10:24 AM	Leave it alone and stop spending OUR money
114666810987	Aug 15 2024 10:02 AM	Sewer connection from septic to public along A1A
114666798187	Aug 15 2024 09:44 AM	Traffic control ;
114666790823	Aug 15 2024 09:33 AM	Inside/outside entertainment such as a top golf, nice bowling center, food hall
114666783868	Aug 15 2024 09:22 AM	Quit building storage facilities, car washes. Add a nice park that has cook out area, shaded space and a fishing pond for the kids.
114666778725	Aug 15 2024 09:14 AM	More and safer mixed use paths that connect with various areas of the city & beyond. Safer paths AWAY from motor vehicles. It is not enough to have an 18-24" bike lane. Increase sidewalk side to protect bicyclists and pedestrians alike.
114666772970	Aug 15 2024 09:05 AM	Less building and reforestation is needed here
114666771043	Aug 15 2024 09:02 AM	Discourage projects that will negatively impact the history, culture and appeal of OB. Bike and walking paths throughout the city would be nice.
114666755921	Aug 15 2024 08:35 AM	More concerts
114666751186	Aug 15 2024 08:27 AM	Taking volume off Granada Blvd - it takes too long to get from I-95 exit to beachside A1A
114666747414	Aug 15 2024 08:19 AM	Infrastructure is due to the overbuilding of greedy developers and those who benefit with little or no thought to expanding our roads.
114666740302	Aug 15 2024 08:06 AM	Stop developing
114666736890	Aug 15 2024 07:59 AM	More something that can be stopped - stop cutting down so many trees and clearing land. Don't add apartments or big developments.
114666731152	Aug 15 2024 07:47 AM	Slow traffic in neighborhoods
114666725633	Aug 15 2024 07:35 AM	More commerce and parks west of 95. Right now anyone who lives out here has to cross the interstate to do almost anything, unless it's a trip to Walgreens or to get gas. Even worse for city parks, where the nearest one is Riverbend. And how can our most major road not have a single park on it? (I don't count the one downtown next to city hall, as that is more of just a shaded sitting area for people to take cigarette breaks).
114666720810	Aug 15 2024 07:25 AM	Taxes and staying up with city codes as far as how one keeps the junk out of there property etc
114666720961	Aug 15 2024 07:25 AM	Stop tearing down trees and building so much. The quaint small town feeling of Ormond is gone, which is why my family moved here 24 years ago. Traffic is grown out of control, Granada has become a nightmare to drive on, as well as A1A.
114666716833	Aug 15 2024 07:17 AM	Sidewalks
114666710998	Aug 15 2024 07:04 AM	More or larger emergency room facilities
114666697578	Aug 15 2024 06:33 AM	More natural areas, less economic development. Do not remove all the natural areas to build, etc. That is killing the area.
114666694522	Aug 15 2024 06:26 AM	Quit allowing so much building without thinking of consequences with flooding, road congestion
114666694775	Aug 15 2024 06:26 AM	Another bridge to beachside and get rid of the median on Granada there's so much traffic now it's getting ridiculous
114666464798	Aug 14 2024 08:02 PM	Make a 24 hour basketball gym only accessible to ormond beach residents. One complaint that I have is that after 5 a clock, in the South Ormond Recreational center, there is a large group of 20 people who come and hog up the basketball court, running full courts, which is against the rules. Most of the people there aren't even from Ormond.
114666362934	Aug 14 2024 04:48 PM	Expanding sewage and water to Ormond by the Sea
114666349225	Aug 14 2024 04:28 PM	Require ALL new communities whether apartment or housing have rain retrieval drums as they have in Australia and people off grid in Hawaii. We are drawing water from the springs in Deland area,as salt water has moved further West since I was on The first committee for this review(It was pass US1 then). Everyone needs water.
114666117192	Aug 14 2024 11:38 AM	More walkability
114665329861	Aug 13 2024 01:11 PM	Municipal golf course, more adult rec sports leagues, in recent years the city has lost almost all of their leagues while cities like port orange have a well run organized leagues for various sports
114665286072	Aug 13 2024 12:15 PM	Availability of the big beach wheelchairs that can be taken into the ocean and provided through advertising of companies. Also, the big sand-free beach access mats that make it accessible to bring a wheelchair onto the beach as well as beach carts. (The costs could be offset by companies sponsoring the mats by having their logo or name imprinted on the mats at each entrance.)

114665110565	Aug 13 2024 08:24 AM	Reduce land clearing
114664817062	Aug 12 2024 09:06 PM	Park expansion with well maintained sidewalks and exercise area.
114664604293	Aug 12 2024 03:14 PM	Maybe not allowing so many big franchises to ruin the small beach town feel. And doing something about the awful traffic on Granada Blvd.
114664436526	Aug 12 2024 11:44 AM	Traffic improvements. And PLEASE repaint direction arrows at lights and stop signs. They are barely visible and a hazard. Thank you!
114663461010	Aug 10 2024 07:47 AM	Improve the parks we have and purchase more lands for public use when available along the waterfronts.
114663107390	Aug 09 2024 02:44 PM	Build a community center.
114663094365	Aug 09 2024 02:23 PM	Put a public golf course back at Tomoka Oaks
114663012183	Aug 09 2024 12:16 PM	Zoning needs to be reviewed and addressed
114662811289	Aug 09 2024 07:00 AM	Stop building apartments. Stop building period. Don’t change zoning in favor of businesses that don’t help current residents. Tymber Creek Apartments comes to mind.
114662808933	Aug 09 2024 06:55 AM	A golf course
114662582347	Aug 08 2024 08:41 PM	Underground utilities
114662346395	Aug 08 2024 02:03 PM	I think our quality of life is very good
114662219137	Aug 08 2024 11:28 AM	Traffic Concurrency
114662147464	Aug 08 2024 10:01 AM	Street cameras and safety for pedestrians
114662087204	Aug 08 2024 08:44 AM	Removing the height restrictions in the downtown and beachside.
114661990725	Aug 08 2024 05:32 AM	Bike friendly trails
114661810666	Aug 07 2024 10:18 PM	Better traffic flow. Larger bicycle lanes in both directions. Central turn lane in A1A North of Granada.
114661789054	Aug 07 2024 09:32 PM	More greenery and not allowing the raping of our forests by big developers
114661668445	Aug 07 2024 05:37 PM	Disabled access to beach
114661642825	Aug 07 2024 04:59 PM	More freshwater fishing locations or stock the existing locations with more fish
114661622289	Aug 07 2024 04:33 PM	Quit bulldozing trees
114661546872	Aug 07 2024 02:55 PM	Upgrades to sports and recreation facilities
114661463161	Aug 07 2024 01:08 PM	Bike lanes that are separate from traffic.
114661432126	Aug 07 2024 12:28 PM	Addressing speeding on roadways
114661405401	Aug 07 2024 11:58 AM	Walkable downtown area with more shops and restaurants similar to New Smyrna Beach
114661400920	Aug 07 2024 11:53 AM	Sidewalks along John Anderson Drive
114661356794	Aug 07 2024 11:02 AM	Road updates
114661348995	Aug 07 2024 10:53 AM	Make sure people are keeping the sidewalks clear of vegetation so walking does not send kids/adults into the road. Enforce the Neighborhood codes. Publish a code every time you make a Facebook post. Tired of the boats in the front yards.
114661329132	Aug 07 2024 10:29 AM	Better restaurants!
114661237761	Aug 07 2024 08:27 AM	Less development
114661230607	Aug 07 2024 08:15 AM	more policing
114661224319	Aug 07 2024 08:04 AM	Slow down development
114661215165	Aug 07 2024 07:48 AM	Less development and protect wildlife and greenspace.
114661165417	Aug 07 2024 06:08 AM	Leasing parking spots from the building g owner near Granda and a-1-a for beach access to Granada approach
114661061001	Aug 07 2024 02:24 AM	Expanded use and growth of what should otherwise be a very walkable downtown
114660979273	Aug 06 2024 10:55 PM	Lower property tax
114660966685	Aug 06 2024 10:26 PM	Improve transportation from school to sports programs that aren't offered on campus. You'll attract so many young families who are dual working parents which is common with today's economy.
114660919281	Aug 06 2024 08:45 PM	More parking for shops along Granada Farm market needs more vendors
114660880782	Aug 06 2024 07:27 PM	Paved bike routes throughout the mainland
114660864064	Aug 06 2024 06:54 PM	More natural areas and less building.
114660786151	Aug 06 2024 04:52 PM	Remove dogs
114660785104	Aug 06 2024 04:50 PM	More trails for walking dogs
114660764770	Aug 06 2024 04:26 PM	Getting on owners about run down or vacant properties
114660759645	Aug 06 2024 04:20 PM	Open to public paddle ball/tennis courts.
114660696241	Aug 06 2024 03:09 PM	More Parks - less condos
114660685176	Aug 06 2024 02:57 PM	Continue to fight proposed fuel farm and have developers reinvest in our community to maintain quality of life.
114660684138	Aug 06 2024 02:56 PM	Designation of some roadways, especially in neighborhoods with very limited access to major roadways, as ‘Golf Cart’ roadways.
114660663180	Aug 06 2024 02:29 PM	Bike lanes and wide shoulders elsewhere to improve transportation options. Not only for the environment, but for a more active lifestyle, and accessible for those who don't drive.
114660591292	Aug 06 2024 01:05 PM	Less development
114660565162	Aug 06 2024 12:34 PM	Need more stores, shopping facilities on Nova. Not dollar tree, family dollar type stores. Nova rd looks like a poor area, needs cleaning up.

114660555099	Aug 06 2024 12:22 PM	An additional department store. We currently must travel to a neighboring city.
114660548241	Aug 06 2024 12:14 PM	Less clear cutting and over-development.
114660542884	Aug 06 2024 12:08 PM	Neighborhood roads in historic ormond are dismal and need repaving. Sidewalks should be installed. Finish the city sewer to populated areas still on septic.
114660539317	Aug 06 2024 12:04 PM	Safe bicycle lanes to and from the beach and Central Park.
114660512359	Aug 06 2024 11:33 AM	Expanded sewer system
114660503935	Aug 06 2024 11:24 AM	Add walking and running trails
114660497660	Aug 06 2024 11:16 AM	Like a Fun Spot for the kids. Keeps them busy and safe.
114660496826	Aug 06 2024 11:15 AM	Safer roads and sidewalks. Slower speeds on roads. Beautify the neighborhoods around Central Park. Right now, those neighborhoods and houses around the park a major deterrent to visiting the park.
114660492419	Aug 06 2024 11:10 AM	Fix traffic in the downtown granada area
114660490029	Aug 06 2024 11:08 AM	Build additional boat ramps
114660489603	Aug 06 2024 11:07 AM	Less development, less heavy industrial.
114660482090	Aug 06 2024 10:59 AM	Improved roadways to alleviate back up on Granada, especially Nova Road to Tymbercreek Road.
114660465442	Aug 06 2024 10:39 AM	Get insurance under control.
114660452468	Aug 06 2024 10:24 AM	Quit tearing trees down
114660450767	Aug 06 2024 10:22 AM	Less traffic.
114660444357	Aug 06 2024 10:15 AM	More walking trails.
114660443069	Aug 06 2024 10:13 AM	Storm water improvements that protect and improve water quality into the future
114660403902	Aug 06 2024 09:26 AM	Less growth

	A	B	C
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
2	**What is something you currently enjoy about Ormond Beach?**		
3	**Answered**	**181**	
4	**Skipped**	**15**	
5			
6			
7	Respondent ID	Response Date	Responses
8	114692044833	Sep 18 2024 02:36 PM	Access to Beach and River, variety of restaurants, amenities available.
9	114691156008	Sep 17 2024 04:45 PM	It's a fantastic setting with water throughout.
10	114684819763	Sep 09 2024 08:25 PM	Feeling of community.
11	114684784685	Sep 09 2024 07:21 PM	The open land that is still here, although it is dwindling. I love the trails, the beach and the restaurants.
12	114684358420	Sep 09 2024 10:53 AM	Small town feel
13	114684290117	Sep 09 2024 09:40 AM	The downtown restaurants in the Rose Villa vicinity where you can park and walk from one to the other....very rare and very nice.
14	114683429922	Sep 07 2024 03:58 PM	That when you're on the top of the bridge, you see natural beauty, instead of lots of development.
15	114683429070	Sep 07 2024 03:55 PM	The ability to find parking to get to the beach
16	114683418154	Sep 07 2024 03:18 PM	Water
17	114680788831	Sep 04 2024 12:25 PM	overlooking the river
18	114680585408	Sep 04 2024 08:53 AM	Its quaint, safe, clean.
19	114680005115	Sep 03 2024 03:00 PM	The green space.
20	114678254396	Aug 31 2024 02:16 PM	Not much, 40 is a nightmare
21	114678165469	Aug 31 2024 10:39 AM	Small town vibe, but is growing to much,
22	114677355981	Aug 30 2024 07:33 AM	Smaller town feel
23	114677063608	Aug 29 2024 09:34 PM	The parks and public areas. The beach access. Romano Park
24	114677000430	Aug 29 2024 07:43 PM	It has a small-town feel but still has everything you need.
25	114676819599	Aug 29 2024 03:59 PM	living in an upscale area
26	114676418248	Aug 29 2024 09:48 AM	Beaches, no high rises, peaceful, friendly.
27	114674970353	Aug 27 2024 03:42 PM	It's a Republican run city and isn't screwed up with stupid Democrat and socialist policies and programs that cost a ton of money and never work.
28	114674966047	Aug 27 2024 03:37 PM	The employees at City Hall. (You can now guess who this is)
29	114674798008	Aug 27 2024 12:26 PM	The people, the 4 corner parks and fit loop, the history, our city officials and commissioners!
30	114674746857	Aug 27 2024 11:30 AM	Somewhat of a small town feel.
31	114674710537	Aug 27 2024 10:53 AM	The mainstreet area, the bridge/Cassen Park, Granada from Cassen to the main beach access.
32	114674706645	Aug 27 2024 10:49 AM	quality of life
33	114674694926	Aug 27 2024 10:36 AM	Beautiful sceneries
34	114674680256	Aug 27 2024 10:22 AM	Parks- beautiful & plentiful
35	114674676558	Aug 27 2024 10:18 AM	Small town feel within a beautiful setting.
36	114674677002	Aug 27 2024 10:18 AM	F
37	114674670410	Aug 27 2024 10:11 AM	Friendly people. Weather is good.
38	114674668505	Aug 27 2024 10:09 AM	Quality of government, it all stops & starts with City Hall
39	114674664547	Aug 27 2024 10:04 AM	Walking all the parks and walking the beach.
40	114674663398	Aug 27 2024 10:03 AM	Beach, good neighbors, wonderful library.
41	114674273941	Aug 26 2024 08:47 PM	Grenada Street is a great downtown area that should be used as a model for commercial development, in contrast to large strip malls and parking lots.
42	114674060444	Aug 26 2024 03:02 PM	Our beachfront & waterways
43	114674058488	Aug 26 2024 03:00 PM	Uncrowded well-maintained free beaches
44	114673984829	Aug 26 2024 01:33 PM	Art Festival
45	114673979337	Aug 26 2024 01:27 PM	The beach

	A	B	C
46	114673902708	Aug 26 2024 11:59 AM	Somehow, stills feels like a small town but all the expansion west at I-95 corridor make me nervous. The inner core of Ormond is dying out and the city is moving west and not reinvesting in the heart of the Ormond Beach.
47	114673880068	Aug 26 2024 11:35 AM	The small town feeling that we are losing. Stop the crazy cheap building.
48	114673817030	Aug 26 2024 10:30 AM	All the trees on the loop, Granada and through out the area
49	114673478848	Aug 25 2024 09:30 PM	The Magic Forest
50	114673402419	Aug 25 2024 05:04 PM	Appreciate the well manicured landscaping, and needs to be extended gradually throughout the city
51	114673226667	Aug 25 2024 06:47 AM	the beauty and the loop
52	114673100465	Aug 24 2024 08:04 PM	It was beautiful quiet small town atmosphere.
53	114672740643	Aug 23 2024 11:09 PM	Everything! It is beautiful and clean, with a wonderful downtown, great shopping and restaurants, parks, the arts, nightlife, outdoor activities, rich history, leisure and recreation facilities. But the best part is the PEOPLE!
54	114672549851	Aug 23 2024 04:01 PM	The way that the City keeps the landscaping so beautiful.
55	114672380159	Aug 23 2024 11:53 AM	Access to beaches, new Riverbend MTN bike park, central park trails and Environmental Center
56	114672317455	Aug 23 2024 10:33 AM	Natural amenities such as beach, river and nature parks that have not been seriously affected by poor growth management.
57	114671883660	Aug 22 2024 06:25 PM	Mostly everything.
58	114671706092	Aug 22 2024 01:52 PM	The parks and beaches
59	114671419604	Aug 22 2024 07:28 AM	Beach
60	114671220483	Aug 21 2024 11:12 PM	Festivals at the Casements.
61	114671162814	Aug 21 2024 08:57 PM	small community feeling
62	114671161549	Aug 21 2024 08:54 PM	Driving the loop
63	114671031940	Aug 21 2024 04:45 PM	a sense of community
64	114670765308	Aug 21 2024 11:11 AM	the local restaurants and cleanliness
65	114670698971	Aug 21 2024 09:51 AM	The fact that I can get to shopping, doctors, leisure within 15 minutes of my home
66	114670649490	Aug 21 2024 08:44 AM	local feel
67	114670192748	Aug 20 2024 05:10 PM	I love the Granada area of our city, from the park and the local events organized by Ormond Mainstreet to the great restaurants.
68	114669990173	Aug 20 2024 01:05 PM	the Parks
69	114669277114	Aug 19 2024 02:55 PM	Beaches, parks, restaurants-all fabulous!! We love living here. Is it possible to do to our beaches what they are doing to Flagler Beach beaches? It looks amazing in Flagler Beach!
70	114669269523	Aug 19 2024 02:44 PM	Previously, it's small town feeling. Now with all the housing development and imported from California Palm Tree Islands (instead of indigenous FL Palms) on Granada causing tremendous traffic, it's lost it's Tree City small town feeling. Still calmer than Daytona and Palm Coast.
71	114668615233	Aug 18 2024 01:10 PM	Casement, Cassin Park area, library/city hall with all the oak trees, the pretty palm trees along downtown corridor, any area with pretty shady oak, and the park docks looking at the river and of course the ocean which I never go to but I do love it.
72	114668546999	Aug 18 2024 09:26 AM	Low crime
73	114668198516	Aug 17 2024 10:03 AM	Driving on the beach and the beach
74	114668175530	Aug 17 2024 08:58 AM	The sense of community. We love being able to walk up Granada and visit the different shops and restaurants.
75	114668139144	Aug 17 2024 07:00 AM	Beach and parks, variety of shopping and restaurants, but don’t need more. Improve present areas instead of building more
76	114668060353	Aug 17 2024 01:46 AM	The beaches
77	114667895547	Aug 16 2024 05:31 PM	Very friendly people. I've lived here for many years and enjoy the variety of people, places and events.
78	114667826196	Aug 16 2024 03:35 PM	The Beach
79	114667749888	Aug 16 2024 01:39 PM	Not as much as 10 years ago We lost the small town image
80	114667618395	Aug 16 2024 10:37 AM	Beach area now is looking great
81	114667341013	Aug 16 2024 12:49 AM	Everything I really need is here except a Trader Joes
82	114667231607	Aug 15 2024 07:56 PM	Aesthetics
83	114667157856	Aug 15 2024 05:28 PM	recreation
84	114667145463	Aug 15 2024 05:07 PM	The library and bridge parks.

	A	B	C
85	114667062207	Aug 15 2024 03:10 PM	The beach town vibe, the small size, the green space and trees and our beautiful beach.
86	114667059913	Aug 15 2024 03:08 PM	The pace of life
87	114667038102	Aug 15 2024 02:41 PM	I like the downtown because it's well preserved and the historic architecture is very pretty.
88	114666951199	Aug 15 2024 12:53 PM	You're away from the touristy districts yet close enough to take part in everything happening in Volusia County.
89	114666937262	Aug 15 2024 12:36 PM	Library
90	114666857887	Aug 15 2024 11:00 AM	Nice community, availability of services
91	114666844491	Aug 15 2024 10:43 AM	The fact that many people here seem to want to retain the small town feeling. The fact that the area of the town is smaller also, so we don't feel like we have to drive 30 minutes to get into town.
92	114666835265	Aug 15 2024 10:32 AM	Kayaking Central Park.
93	114666828954	Aug 15 2024 10:24 AM	The Atlantic Ocean
94	114666810987	Aug 15 2024 10:02 AM	I love everything about Ormond. Small beach community, quaint down town, nice events at the Casements, fireworks over the Granada bridge.
95	114666790823	Aug 15 2024 09:33 AM	The quietness of it
96	114666783868	Aug 15 2024 09:22 AM	The beach and small town feel.
97	114666778725	Aug 15 2024 09:14 AM	Slower pace than nearby Daytona. More green space. Proximity and easy access to the beach.
98	114666772970	Aug 15 2024 09:05 AM	Love the location, weather, people.
99	114666771043	Aug 15 2024 09:02 AM	The small city feel of the area.
100	114666757938	Aug 15 2024 08:39 AM	The improved gardens and building at Granada and Halifax
101	114666755921	Aug 15 2024 08:35 AM	Proximity to everything I need
102	114666751186	Aug 15 2024 08:27 AM	Demographic makeup of the community
103	114666747414	Aug 15 2024 08:19 AM	Not much anymore due to total destruction of green space.
104	114666740302	Aug 15 2024 08:06 AM	Small town feel
105	114666731152	Aug 15 2024 07:47 AM	Central Park,
106	114666725633	Aug 15 2024 07:35 AM	the sense of community with other longtime residents. Also the downtown, which is a mixed feeling of old town, hundred year old Ormond with the modern amenities and restaurant options.
107	114666720961	Aug 15 2024 07:25 AM	The beach
108	114666720810	Aug 15 2024 07:25 AM	Hospital doctors medical stuff all right here but could us more. Seems like they are all moving to port orange
109	114666716833	Aug 15 2024 07:17 AM	Quiet
110	114666710998	Aug 15 2024 07:04 AM	Quiet/calm
111	114666697578	Aug 15 2024 06:33 AM	I love all the natural areas.
112	114666694775	Aug 15 2024 06:26 AM	The city park and facilities employees there always so nice when you see them out in the community working.
113	114666694522	Aug 15 2024 06:26 AM	Safety
114	114666464798	Aug 14 2024 08:02 PM	The natural beauty.
115	114666362934	Aug 14 2024 04:48 PM	It still has a small town "vibe". If you go somewhere you're more than likely to run into someone you know.
116	114666349225	Aug 14 2024 04:28 PM	I enjoyed the small town feel,up until about 5 years ago...I don't like sitting, waiting to make left hand turn (no light) for 128 cars going by both sides(yes I count them each time). center where Space coast cred.,and Subway are. I can't put a finger on anything right now...since it is not the small town it was.
117	114666117192	Aug 14 2024 11:38 AM	The downtown area
118	114665329861	Aug 13 2024 01:11 PM	The small town feel, yet there's a decent amount of things to do. Clean beaches, nice parks.
119	114665286072	Aug 13 2024 12:15 PM	Our library and downtown vibe.
120	114665110565	Aug 13 2024 08:24 AM	Lower levels of tourists than other beach communities
121	114664817062	Aug 12 2024 09:06 PM	I walk the park daily, as do many residents with homes in the area.
122	114664604293	Aug 12 2024 03:14 PM	I love the community events at the casements and seasonal festivals. The parks are also very well kept.
123	114664436526	Aug 12 2024 11:44 AM	Everything. I love the town feel. Ppl are mostly friendly. Easy access to other places. It's a pretty town, well kept (except for directional street arrows). Still has that quiet feel and few slum areas.
124	114663461010	Aug 10 2024 07:47 AM	Hometown feeling. It is mine.
125	114663107390	Aug 09 2024 02:44 PM	The quality of life in general. The River.
126	114663094365	Aug 09 2024 02:23 PM	Clean streets low crime

	A	B	C
127	114663012183	Aug 09 2024 12:16 PM	Laid back lifestyle small town vibe and sense of community
128	114662811289	Aug 09 2024 07:00 AM	Small town feel…. If we can keep it.
129	114662808933	Aug 09 2024 06:55 AM	Being on east side of 95 with everything close
130	114662582347	Aug 08 2024 08:41 PM	The beach!
131	114662346395	Aug 08 2024 02:03 PM	Small town feel with lots of vibrant businesses
132	114662219137	Aug 08 2024 11:28 AM	Small town where things are simply better here.
133	114662147464	Aug 08 2024 10:01 AM	Location
134	114662087204	Aug 08 2024 08:44 AM	Downtown
135	114661990725	Aug 08 2024 05:32 AM	It's beautiful with a wonderful community and great place to raise kids
136	114661810666	Aug 07 2024 10:18 PM	Not too commercialized as of yet. Please keep it this way. Deter national chains. Encourage local businesses.
137	114661789054	Aug 07 2024 09:32 PM	The Beach and the Scenic Loop and the parks
138	114661668445	Aug 07 2024 05:37 PM	Beach proximity
139	114661642825	Aug 07 2024 04:59 PM	The climate and locations of all the stores that I use
140	114661622289	Aug 07 2024 04:33 PM	My neighborhood except for the Persis'
141	114661546872	Aug 07 2024 02:55 PM	Our sports and recreation areas
142	114661463161	Aug 07 2024 01:08 PM	Downtown area
143	114661432126	Aug 07 2024 12:28 PM	The beach and the parks
144	114661405401	Aug 07 2024 11:58 AM	The beach...although I worry that it is shrinking
145	114661400920	Aug 07 2024 11:53 AM	Beach; Small-town feel; weather; downtown improvements
146	114661356794	Aug 07 2024 11:02 AM	Beach
147	114661348995	Aug 07 2024 10:53 AM	Accessibility to riverfront.
148	114661329132	Aug 07 2024 10:29 AM	Downtown area.
149	114661230607	Aug 07 2024 08:15 AM	low density, high quality environment, slower pace of life
150	114661224319	Aug 07 2024 08:04 AM	Not much, used to be a great small town. Not any more.
151	114661215165	Aug 07 2024 07:48 AM	Easy access to beach, restaurants, shopping and Interstate travel
152	114661165417	Aug 07 2024 06:08 AM	The 4 bridge parks
153	114661061001	Aug 07 2024 02:24 AM	It's parks
154	114660979273	Aug 06 2024 10:55 PM	Not over built yet. Almost has the same small town charm it had 7 years ago but that is slowly going away.
155	114660966685	Aug 06 2024 10:26 PM	The Loop and other beautiful things like that which encourage being outdoorsy.
156	114660919281	Aug 06 2024 08:45 PM	Beaches, restaurants, activities at Fortunada, festivals
157	114660880782	Aug 06 2024 07:27 PM	Small town feel, family oriented, traffic is manageable
158	114660864064	Aug 06 2024 06:54 PM	Small town charm
159	114660786151	Aug 06 2024 04:52 PM	Reduced crowds
160	114660785104	Aug 06 2024 04:50 PM	Central Park trails and lakes. Walkover to the beach on A1A and Granada Blvd. Off beach parking.
161	114660764770	Aug 06 2024 04:26 PM	Love its smaller town feel
162	114660759645	Aug 06 2024 04:20 PM	The bridge and four corners parks are great for walking/running
163	114660696241	Aug 06 2024 03:09 PM	I used to enjoy the small town feel
164	114660685176	Aug 06 2024 02:57 PM	I live in unincorporated Ormond and our garbage/lawn pick up service is excellent- especially after storms.
165	114660684138	Aug 06 2024 02:56 PM	Downtown (west Granada, specifically).
166	114660663180	Aug 06 2024 02:29 PM	Low crime, FREE PUBLIC BEACH ACCESS.
167	114660591292	Aug 06 2024 01:05 PM	Beach
168	114660565162	Aug 06 2024 12:34 PM	The beach
169	114660555099	Aug 06 2024 12:22 PM	The family atmosphere
170	114660548241	Aug 06 2024 12:14 PM	Recreation facilities
171	114660542884	Aug 06 2024 12:08 PM	Public safety is good. Beaches are good except the dog beach. I am a dog lover, they do not belong on the beach.

	A	B	C
172	114660539317	Aug 06 2024 12:04 PM	Safer than Daytona or Holly Hill, but with all the new apartments being built up against Ormond Beach I hope Ormond continues to be a safe place to live.
173	114660512359	Aug 06 2024 11:33 AM	The parks! They are beautifully maintained & a joy to be in.
174	114660503935	Aug 06 2024 11:24 AM	Quiet, older neighborhoods. I enjoy the large trees that line the streets and provide added character and shade.
175	114660501792	Aug 06 2024 11:21 AM	All the outdoor options, beach, parks, trails, etc
176	114660497660	Aug 06 2024 11:16 AM	Driving on A1A.
177	114660496826	Aug 06 2024 11:15 AM	The restaurants, the beaches that do not allow cars on them.
178	114660492419	Aug 06 2024 11:10 AM	Not a low income community.
179	114660490029	Aug 06 2024 11:08 AM	The beach
180	114660489603	Aug 06 2024 11:07 AM	Being close to the beach
181	114660482090	Aug 06 2024 10:59 AM	It's natural beauty!
182	114660465442	Aug 06 2024 10:39 AM	The people.
183	114660452468	Aug 06 2024 10:24 AM	Mario's, OB sports Bar, Alexander's,
184	114660450767	Aug 06 2024 10:22 AM	The involvement of the community in the betterment of Ormond
185	114660444357	Aug 06 2024 10:15 AM	Beach, Granada
186	114660443069	Aug 06 2024 10:13 AM	Natural spaces, quality housing, good schools, low crime/safe environment, and many varied amenities
187	114660403902	Aug 06 2024 09:26 AM	small town feel
188	114659871859	Aug 05 2024 03:46 PM	Andy Romano Park

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?

Answered	**187**
Skipped	**9**

Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	aging infrastructure and Sustainability/Resiliency
114691156008	Sep 17 2024 04:45 PM	East west travel ways Redevelopment of downtown areas to move and relocate low end trailer park and affordable housing units
114684819763	Sep 09 2024 08:25 PM	1. Hurricane preparedness. 2. Leveraging uniqueness of waterfront while balancing development/congestion.
114684784685	Sep 09 2024 07:21 PM	Saving any green space we have left and protecting our infrastructure.
114684358420	Sep 09 2024 10:53 AM	Traffic Over development of residential housing
114684290117	Sep 09 2024 09:40 AM	1). START ENFORCING THE SPEED LIMITS. 2) Improve the Downtown restaurant area with aesthetic upgrades and METICULOUS MAINTENANCE. It needs to match the charm of the restaurants/buildings that have been installed there. We need more landscaping (pots/planters), benches, awnings, fountains, anything that makes it more enjoyable to drive by or walk in.
114683429922	Sep 07 2024 03:58 PM	1. The ability to travel through the community easily, Which would include a moratorium on building in the short term. 2. Sidewalks
114683429070	Sep 07 2024 03:55 PM	Roadways (other than just Granada) to keep traffic moving while still being safe
114683418154	Sep 07 2024 03:18 PM	Landscape and nice businesses - not WaWa, iHOP and fast food burger joints.
114680788831	Sep 04 2024 12:25 PM	infrastructure to support all the apartment people and minimal zoning changes from the master plan
114680585408	Sep 04 2024 08:53 AM	Managing/limiting housing growth.
114680215191	Sep 03 2024 08:15 PM	Roads
114680005115	Sep 03 2024 03:00 PM	STOP BUILDING!! Manage the growth that's already exploded.
114678254396	Aug 31 2024 02:16 PM	Have all traffic on the loop use us1 only for in and out. Far too much traffic on n beach st.
114678165469	Aug 31 2024 10:39 AM	Keep us small and friendly town.
114677355981	Aug 30 2024 07:33 AM	Bike lanes and Granada Avenue
114677063608	Aug 29 2024 09:34 PM	Quality growth the preserves natural areas.
114677000430	Aug 29 2024 07:43 PM	Do not make the same mistake as cities like Palm Coast and allow rampant overdevelopment. Maintain the small town feel.
114676819599	Aug 29 2024 03:59 PM	Halting run-away development, butchering of trees, unsightly development
114676418248	Aug 29 2024 09:48 AM	Keep it charming, cottage, no high rises. Dev. Existing buildings such as.Fountain Square
114674970353	Aug 27 2024 03:42 PM	Flooding caused by overdevelopment. Keeping Democrat and left leaning socialistic ideas out of government. They don't work and Agenda 2030 and its long list of meaningless buzzwords is a future disaster in the making that will ultimately result in higher taxes and a worse standard of living for the residents of Ormond Beach.
114674966047	Aug 27 2024 03:37 PM	Concentrate on redevelopment for future modeling, urban sprawl is too widespread and ob is now saturated.
114674798008	Aug 27 2024 12:26 PM	Activating the riverfront and moving the city offices ...see question #5 and making the city bicycle friendly...connecting to the river to sea trail!
114674746857	Aug 27 2024 11:30 AM	Slow down the growth and clean up the Halifax river.
114674710537	Aug 27 2024 10:53 AM	1.) Infrastructure: widen A1A & John Anderson Drive wherever possible to allow for passing from Granada towards Flagler Beach. Properly pave the loop & add a bike lane. Annex OBTS, beautify A1A towards OBTS, & convert from septic to sewer & city water. In other words, make sure that we don't have algae blooms like the west coast of Florida due to sewer/septic failures. Reinforce weak dunes to preclude future road failures on A1A. 2.) Beautification:

114674706645	Aug 27 2024 10:49 AM	additional bridges and more downtown parking
114674703589	Aug 27 2024 10:45 AM	reduce growth, growth resist
114674680256	Aug 27 2024 10:22 AM	Public Gold Course
114674677002	Aug 27 2024 10:18 AM	Traffic problems and flooding
114674676558	Aug 27 2024 10:18 AM	Quality schools. Traffic.
114674670410	Aug 27 2024 10:11 AM	Traffic - Roads added and controlled at times when traffic is heaviest.
114674668505	Aug 27 2024 10:09 AM	more round-abouts
114674664547	Aug 27 2024 10:04 AM	Restoration of older buildings and saving the history.
114674663398	Aug 27 2024 10:03 AM	1. Relieve traffic jams. 2. Save the loop.
114674273941	Aug 26 2024 08:47 PM	Expanding the city with planning that prioritizes pedestrians and mixed-use zoning; and investing in infrastructure that responds and prepares for climate change-induced severe weather.
114674060444	Aug 26 2024 03:02 PM	A marina. Additional waterfront restaurant options. Some sort of publicly available meeting/convention space. This is severely lacking in our area.
114674058488	Aug 26 2024 03:00 PM	Increase availability of dog-friendly ocean beaches
114674041489	Aug 26 2024 02:39 PM	Managing housing construction to be at a reasonable rate and prohibiting builders from cutting down old trees when building.
114673984829	Aug 26 2024 01:33 PM	Downtown Ormond and city's church property on/near the river lease the property to a restaurant like Captain Jacks.
114673979337	Aug 26 2024 01:27 PM	Traffic and over development
114673902708	Aug 26 2024 11:59 AM	Reinvesting in historical neighborhoods to revitalize. Limit growth expansion westward and in the Loop area.
114673880068	Aug 26 2024 11:35 AM	Ensure proper zoning so we don't have high industrial building near homes or recreational facilities or schools etc, A comprehensive growth plan that includes preserving the land to ensure that nature and man exist and we fo t end up looking like the cities in south Florida.
114673817030	Aug 26 2024 10:30 AM	Pay the police officers higher salary and keep out the homeless. Keep crime low
114673478848	Aug 25 2024 09:30 PM	Building bicycle lane network. Infill development.
114673402419	Aug 25 2024 05:04 PM	Find ways to get people to be more mobile around the historic area or the beach side and parks
114673226667	Aug 25 2024 06:47 AM	protecting the area from over development not allowing short term rentals in residential areas
114673100465	Aug 24 2024 08:04 PM	Keeping a historic feeling and not over crowded with apartments like they are building on every open green land
114672740643	Aug 23 2024 11:09 PM	1. Hospital capacity - our hospitals are already so overburdened even with the addition of additional beds. Looking towards 2045, we will have many more residents moving into Ormond Beach and the surrounding areas, including the upcoming Avalon and Ormond Crossings. 2. Extend centralized wastewater (sewer) service to Ormond by the Sea. OBTS septic tanks discharge large amounts of nitrogen and other pollutants into groundwater that eventually flows into the Halifax River that flows through our gorgeous city. The state considers the Halifax River impaired. Let's get these folks on our sewer!
114672549851	Aug 23 2024 04:01 PM	Water Taxi along the Halifax River running to Daytona Beach, and a Restaurant along the Halifax River.
114672380159	Aug 23 2024 11:53 AM	Halt development,
114672317455	Aug 23 2024 10:33 AM	Growth control Repair, replacement of deteriorating roads and sidewalks.
114672273188	Aug 23 2024 09:37 AM	Safety for walkers and bikers and housing.
114671883660	Aug 22 2024 06:25 PM	Saving land and trees No more subdivisions...we arw full
114671706092	Aug 22 2024 01:52 PM	traffic on granada, preservation
114671419604	Aug 22 2024 07:28 AM	Utilities and storm water infrastructure, maintenance of roadways
114671220483	Aug 21 2024 11:12 PM	1) Go car-free, keeping the streets small. This will deter any further overpopulation. Going car free will put Ormond on the map as a progressive, forward thinking city that is refocused on its natural beauty and charm and masters of self-driving public transport. 2) Buy back affordable housing apartments and convert them into hotels. We welcome tourists, but no more renters. We are out of room. Let the populations grow in Daytona and further south.
114671162814	Aug 21 2024 08:57 PM	1) traffic control on Granada from I 95 to A1A 2) Stop allowing land to be cleared for new commercial structures

114671161549	Aug 21 2024 08:54 PM	Mitigate development and protect wetlands
114671031940	Aug 21 2024 04:45 PM	less housing developments and Storm water improvements
114670765308	Aug 21 2024 11:11 AM	transportation expansion - too much traffic currently
114670698971	Aug 21 2024 09:51 AM	Preservation of our green spaces; water and air quality
114670649490	Aug 21 2024 08:44 AM	No fuel farm. traffic control
114670192748	Aug 20 2024 05:10 PM	One of the top priorities for Ormond Beach over the next 20 years should be preserving the land we have left. The area along Highway 40 is quickly being developed, and if we're not careful, we risk losing the so of what makes our community special
114669990173	Aug 20 2024 01:05 PM	adding a community& Event Center painting and lighting our bridge so it reflective of Ormond Beach.
114669277114	Aug 19 2024 02:55 PM	1. Budget-Access to every dollar available to the city from the state & federal government for any/all purposes & identify any programs/projects that private citizens would be willing to fund or help fund to keep Ormond Beach healthy, beautiful & prosperous (an appealing vacation destination). 2. Traffic/infrastructure
114669269523	Aug 19 2024 02:44 PM	Utility infrastructure to match the development. Expansion of Police Department with emphasis on community involvement like the good old days of PAL programs.
114668687484	Aug 18 2024 05:35 PM	Slow down apartment building. Increase medical care.
114668641041	Aug 18 2024 02:43 PM	Making the environment top priority and stop over-development and clear-cutting of old growth trees and natural plant life
114668615233	Aug 18 2024 01:10 PM	1) preservation of large shady trees 2) when comes to progress and growth keep it low density, SMART (preservation of trees) and be tenacious with the flooding as a top priority. The little guy is getting flooded from all the building/excavation. Ex the leveling/clearing of acres of trees west of the WAWA for years now.
114668546999	Aug 18 2024 09:26 AM	Preserving freedom, keeping taxes low.
114668198516	Aug 17 2024 10:03 AM	Approved plans with native plants and maintain trees and vegetation cooperatively with all property owners.
114668175530	Aug 17 2024 08:58 AM	Putting in a bridge and adding more bicycle trails and lanes
114668139144	Aug 17 2024 07:00 AM	Traffic and stop building !!
114668060353	Aug 17 2024 01:46 AM	Stopping overdevelopment and preserving more green spaces.
114667895547	Aug 16 2024 05:31 PM	Lower taxes. Reduce spending
114667887645	Aug 16 2024 05:16 PM	Stop the overdevelopment. We don't need an IHOP on Grenada. We need better quality of life, more shade and to save natural Florida. It's getting hotter, and weather more severe . We need shade, and more natural stormwater flood areas such as swamps and cypress hammocks. Stop building on the beaches, so we don't have to hear people complain about storm damage that inflates everyone's insurance. You shouldn't allow building in natural flood areas in the first place.
114667826196	Aug 16 2024 03:35 PM	Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	Improve infrastructure, improve the lifestyle of the current population
114667618395	Aug 16 2024 10:37 AM	Hospitals and roadways
114667341013	Aug 16 2024 12:49 AM	Traffic management where all these apt complexes are going up at the OB DB lines. Everything feels more crowded and school drop off lines are worse… not much OBPD presence and its needed.
114667231607	Aug 15 2024 07:56 PM	Less development; improved infrastructure
114667157856	Aug 15 2024 05:28 PM	traffic and growth
114667145463	Aug 15 2024 05:07 PM	Better SAFER pedestrian routes.
114667062207	Aug 15 2024 03:10 PM	Storm water and flooding mitigation, and more sidewalks.
114667059913	Aug 15 2024 03:08 PM	Less new development Improving roads and infrstructure
114667038102	Aug 15 2024 02:41 PM	Reduce the constant building on Granada and have the business properties on AIA look less run down
114666951199	Aug 15 2024 12:53 PM	Road enlargements and paving and storm drainage
114666937262	Aug 15 2024 12:36 PM	Saving trees from development
114666857887	Aug 15 2024 11:00 AM	Limit development as we are overburdening the infrastructure;
114666844491	Aug 15 2024 10:43 AM	Controlling growth to a MANAGEABLE pace. Being sure the infrastructure to handle the growth is in place BEFORE the construction of homes begins. (I thought that was FL law?)

		Economic development of the airport and business park.
114666835265	Aug 15 2024 10:32 AM	Zoning ordinances that mitigate junky neighborhoods.
114666828954	Aug 15 2024 10:24 AM	Leave it alone reduce the size of city hall
114666810987	Aug 15 2024 10:02 AM	Homelessness/transient problem needs to be addressed.
114666790823	Aug 15 2024 09:33 AM	creating safe outdoor spaces that we can utilize with family in the shade
114666783868	Aug 15 2024 09:22 AM	Parks and road improvements.
		Preservation of green space.
114666778725	Aug 15 2024 09:14 AM	More and safer mixed use trails to encourage more residents to get out and walk, ride, and enjoy the outdoors.
114666772970	Aug 15 2024 09:05 AM	Overpopulation and no fuel farm
		Managing the growth so the city doesn't look and/or feel like an extension of Daytona.
114666771043	Aug 15 2024 09:02 AM	Maintaining the infrastructure ie putting in round abouts rather than additional stop lights.
114666757938	Aug 15 2024 08:39 AM	Not growing into an over grown city without true green spaces.
114666755921	Aug 15 2024 08:35 AM	Traffic and affordable housing
		curbing over development
114666751186	Aug 15 2024 08:27 AM	improving transportation infrastructure
		Stop building.
114666747414	Aug 15 2024 08:19 AM	Infrastructure
114666740302	Aug 15 2024 08:06 AM	Keeping the charm and small town feel.
		Stopping so much development — what I used to enjoy about living here was that it wasn't so crowded and that the city seemed to care about that and preserving the woodlands and beauty of
114666736890	Aug 15 2024 07:59 AM	the area. Does seem like that is priority anymore.
114666731152	Aug 15 2024 07:47 AM	Traffic control, slow/smart growth
114666725633	Aug 15 2024 07:35 AM	Insisting growth pay for itself with the added demand placed on roads. More community events that are held on the west side of town.
		Stop building so much (trees and land are disappearing)
114666720961	Aug 15 2024 07:25 AM	
114666720810	Aug 15 2024 07:25 AM	Improve roads. If you build make sure the roads can handle the extra traffic. Very important!
114666716833	Aug 15 2024 07:17 AM	Attracting more business
114666710998	Aug 15 2024 07:04 AM	Roads and affordable housing
114666697578	Aug 15 2024 06:33 AM	Protecting all the current natural areas. Creating more natural areas instead of destroying them.
114666694522	Aug 15 2024 06:26 AM	Maintaining roads. Slow building especially in congested areas.
114666694775	Aug 15 2024 06:26 AM	Another bridge to beachside and traffic congestion
		Economic and population growth
114666464798	Aug 14 2024 08:02 PM	Bring in fun activities for people to do
114666362934	Aug 14 2024 04:48 PM	Slow growth.
114666349225	Aug 14 2024 04:28 PM	require reuse ,rebuild vacant/closed buildings within center of city,before giving ok of expanding out. Expand our water recharge area or set up rain retrieval containers.
114666117192	Aug 14 2024 11:38 AM	Expanding parks and walkability
114665329861	Aug 13 2024 01:11 PM	Limiting outward expansion focus more on redeveloping areas along US1
		Remove the little 'sets ins' that take up parking sports downtown.
		Re-do sidewalks on Granada.
114665286072	Aug 13 2024 12:15 PM	
114665110565	Aug 13 2024 08:24 AM	Increased safety for pedestrians and bicycle riders so the city is more walkable. Reducing the amount of cleared land for unneeded services, such as storage facilities
114664817062	Aug 12 2024 09:06 PM	Turning back time. We are loosing the small, hometown area due to rapid growth and excess traffic. Soon we will be s bad as Port Orange. Purchasing waterfront property for parks.
		Keeping beach driving and limiting the amount of big corporations to open businesses over small business owners. Ormond Beach for so many people has been a small town feel so it shouldn't
114664604293	Aug 12 2024 03:14 PM	turn into a Port Orange or Orlando metropolis.
114664436526	Aug 12 2024 11:44 AM	Roads and bringing more big box stores to the area. Offer them an incentive but don't raise taxes.
114663461010	Aug 10 2024 07:47 AM	Make some destinations away from Granada and the beach to avoid ruining the parts of the city we love most.
114663107390	Aug 09 2024 02:44 PM	Clean-up US 1.

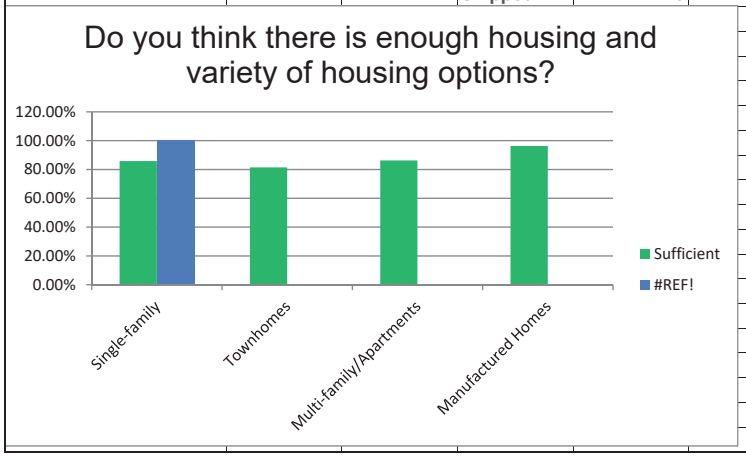
114663094365	Aug 09 2024 02:23 PM	Reduce growth rate. More green space
114663012183	Aug 09 2024 12:16 PM	Zoning reviews and traffic
114662811289	Aug 09 2024 07:00 AM	Keep taking existing buildings and refurbish, and make improvements. This has been great these past few years. Trails, Ormond Town Square, Downtown Ormond look great.
114662808933	Aug 09 2024 06:55 AM	Maintaining OB as a beach town, not pushing for another Miami. Maintenance as opposed to unruly expansion.
114662582347	Aug 08 2024 08:41 PM	Move utilities underground and improve infrastructure
114662346395	Aug 08 2024 02:03 PM	Careful expansion….dont need any more cash washes or storage facilities. Carefully balance residential growth and maintaining the environment/natural resources
114662219137	Aug 08 2024 11:28 AM	Manage impacts of development without changing the character of the town.
114662147464	Aug 08 2024 10:01 AM	Storm/flooding - preservation of wetlands and overdevelopment
114662087204	Aug 08 2024 08:44 AM	1. attracting mixed use development in downtown/beachside. 2. acquiring land or annexing unincorporated land to advance development/economic development.
114661990725	Aug 08 2024 05:32 AM	Dealing with growth while maintaining green spaces
114661810666	Aug 07 2024 10:18 PM	Local business. Better roads, traffic flow.
114661789054	Aug 07 2024 09:32 PM	Saving our open space and limit the developers from over building and ruining our Ormond
114661668445	Aug 07 2024 05:37 PM	No more septic tanks Dune replacement on coast
114661642825	Aug 07 2024 04:59 PM	`Curb the development of the area
114661622289	Aug 07 2024 04:33 PM	Infrastructure, taxes
114661463161	Aug 07 2024 01:08 PM	Ormond Beach should develop a bike network that allows individuals to utilize alternative forms of transportation.
114661432126	Aug 07 2024 12:28 PM	Roadway safety and attracting quality businesses to the area.
114661405401	Aug 07 2024 11:58 AM	Keeping it safe and enjoyable
114661400920	Aug 07 2024 11:53 AM	Sidewalk improvements/expansion; more public art
114661356794	Aug 07 2024 11:02 AM	Beach and Storm water improvement
114661348995	Aug 07 2024 10:53 AM	Be mindful of overbuilding and over development of businesses. Kepp the small town vibe; it is a great asset.
114661329132	Aug 07 2024 10:29 AM	Not overcrowding!
114661237761	Aug 07 2024 08:27 AM	Improve infrastructure. Controlling and planned development as to what is the environmental impact .
114661230607	Aug 07 2024 08:15 AM	maintaining the low density and maintaining neighborhood character
114661224319	Aug 07 2024 08:04 AM	Close the airport or at least try to pay off the 500,000 debt. Charge admission to the Casements park for the fireworks, close it like they do for paid events.
114661215165	Aug 07 2024 07:48 AM	Flooding and preservation of undeveloped land
114661165417	Aug 07 2024 06:08 AM	Stop growth / make ormond more of a beach town making Granda Main Street a more active area. Paint buildings coastal colors. Trolley service from Main Street Granda to over bridge making stops. Stop letting chain eating establishments build.
114661061001	Aug 07 2024 02:24 AM	Limiting cut thru traffic. A more walkable downtown.
114660979273	Aug 06 2024 10:55 PM	Roadway expansion and downtown revamp
114660966685	Aug 06 2024 10:26 PM	Updating utility infrastructure and increasing green spaces for families.
114660919281	Aug 06 2024 08:45 PM	Do not allow Belvedere. Keep homeless from loitering and littering. We have noticed trashier streets and parking lots since moving to OB in 2021. More celebrations for Senior population
114660864064	Aug 06 2024 06:54 PM	Halt industrial zoning and add cultural venues and parks.
114660827057	Aug 06 2024 05:52 PM	Stopping the fuel farm and storm drainage
114660786151	Aug 06 2024 04:52 PM	Tax reduction
114660785104	Aug 06 2024 04:50 PM	1. How to handle growth exceeding expectations. 2. Crime
114660764770	Aug 06 2024 04:26 PM	Not removing all the green spaces. Less building
114660696241	Aug 06 2024 03:09 PM	Stop building everywhere! Focus on what we have and concentrate on the infrastructure we need now.
114660685176	Aug 06 2024 02:57 PM	Denying the fuel farm and attending to better traffic flow.
114660684138	Aug 06 2024 02:56 PM	Relocation of the police department. Infrastructure: storm water, roadways, moving overhead utility wires underground.

114660663180	Aug 06 2024 02:29 PM	Foot and bike trails all over town, linking neighborhoods to each other. MUNICIPAL GOLD COURSE.
114660591292	Aug 06 2024 01:05 PM	Stopping the fuel farm and smart development
114660565162	Aug 06 2024 12:34 PM	Affordable homes and cleaning up of Nova rd area.
114660555099	Aug 06 2024 12:22 PM	Infrastructure and smart development.
114660548241	Aug 06 2024 12:14 PM	Rezoning. Remove heavy industrial. Restore what's left of the loop.
114660542884	Aug 06 2024 12:08 PM	Seniors and infrastructure.
114660539317	Aug 06 2024 12:04 PM	Prevent flooding and only high quality growth (nice homestead owner homes and jobs that pay over $70K per year)
114660512359	Aug 06 2024 11:33 AM	Beach improvements/conservation & preserving the Loop
114660503935	Aug 06 2024 11:24 AM	Reducing building or better planning for building- keep large industry out of Ormond. Improving drainage across the area.
114660501792	Aug 06 2024 11:21 AM	Sidewalk and street crossing safety with signs that blink ONLY when people are crossing. Or make it red lights instead of yellow.
114660497660	Aug 06 2024 11:16 AM	Infrastructure and sewer/septic issues and beach erosion and our roads are terrible. Must be re-done correctly and striped and reflective on roads too. Keeping the city as built out. Moratorium on new buildings until the roads and fire and infrastructure is in place BEFORE building.
114660496826	Aug 06 2024 11:15 AM	Improve schools, improve sidewalks and make safer roads, add shopping.
114660492419	Aug 06 2024 11:10 AM	Put seawall's all up and down the river
114660490029	Aug 06 2024 11:08 AM	Beach access and parking
114660489603	Aug 06 2024 11:07 AM	Getting rid of heavy industrial zoning in the city, Safer areas to walk, bike, relax. Including sidewalks, parks, etc.
114660482090	Aug 06 2024 10:59 AM	Alleviating traffic. Please don't ever remove the wide grassy, tree filled medians on Granada. That's A big part makes that corridor so beautiful!
114660465442	Aug 06 2024 10:39 AM	Insurance and roads, the potholes are everywhere.
114660452468	Aug 06 2024 10:24 AM	Quit building!
114660450767	Aug 06 2024 10:22 AM	Success of OBPAC Less traffic....
114660444357	Aug 06 2024 10:15 AM	Retaining the charm of Ormond Beach, traffic.
114660443069	Aug 06 2024 10:13 AM	Resiliency - storm water improvements that protect water quality and rising sea levels
114660403902	Aug 06 2024 09:26 AM	less growth road improvement
114659871859	Aug 05 2024 03:46 PM	Community Preservation and Environmental Conservation

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

Do you think there is enough housing and variety of housing options?

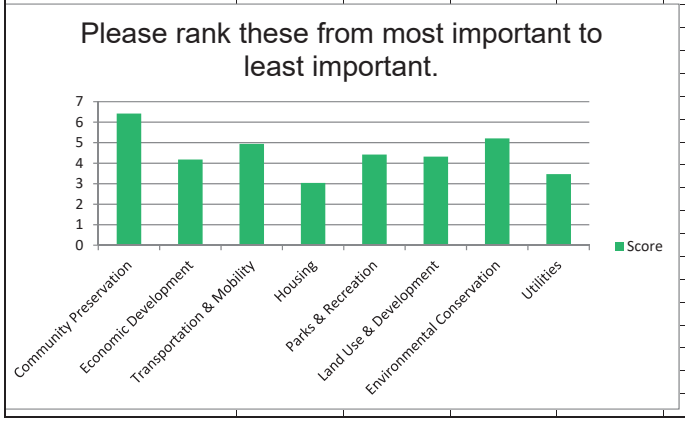
	Sufficient			Total
Single-family	85.79%	163	27	190
Townhomes	81.38%	153	35	188
Multi-family/Apartments	86.24%	163	26	189
Manufactured Homes	96.26%	180	7	187
			Answered	**191**
			Skipped	**5**



City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

Please rank these from most important to least important.

	1			3		4		5		6		7		8		Total	Score
Community Preservation	37.44%	73	45	13.33%	26	8.72%	17	8.72%	17	6.15%	12	1.03%	2	1.54%	3	195	6.42
Economic Development	9.74%	19	15	11.79%	23	14.36%	28	13.85%	27	16.41%	32	13.33%	26	12.82%	25	195	4.18
Transportation & Mobility	11.28%	22	25	14.36%	28	16.92%	33	22.05%	43	11.79%	23	8.72%	17	2.05%	4	195	4.94
Housing	0.51%	1	11	6.15%	12	7.18%	14	13.33%	26	20.00%	39	27.18%	53	20.00%	39	195	3.04
Parks & Recreation	4.10%	8	25	20.00%	39	13.33%	26	14.87%	29	12.31%	24	13.33%	26	9.23%	18	195	4.42
Land Use & Development	13.33%	26	20	14.87%	29	11.79%	23	7.69%	15	10.77%	21	11.28%	22	20.00%	39	195	4.32
Environmental Conservation	20.00%	39	39	14.36%	28	9.74%	19	6.67%	13	9.74%	19	10.77%	21	8.72%	17	195	5.21
Utilities	3.59%	7	15	5.13%	10	17.95%	35	12.82%	25	12.82%	25	14.36%	28	25.64%	50	195	3.47
																Answered	**195**
																Skipped	**1**



City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

In a few words, describe your vision for Ormond Beach

Answered	**173**
Skipped	**23**

Respondent ID	Response Date	Responses
114691156008	Sep 17 2024 04:45 PM	An upscale area differentiated from Daytona Beach and other areas.
114684819763	Sep 09 2024 08:25 PM	Develop uniqueness of residential community by enhancing waterfront area.
114684784685	Sep 09 2024 07:21 PM	Stop the over-building and keep it the way it is as much as we possibly can. Also, stop changing the roads, first they are wide, then they are narrow, then they are wide, (Well, you get the idea). It affects the nearby stores and restaurants when you mess with our roads and it never seems to solve whatever problem FDOT is trying to solve.
114684358420	Sep 09 2024 10:53 AM	Retain the present charm and personality. Don't overdevelop.
114684290117	Sep 09 2024 09:40 AM	Ormond Beach needs to be in a total preservation mode, looking out for the current resident and improving quality of life for those who live there. The Historic provenance of the City needs to be front and center, as does aesthetic improvements, maintenance of what is already there, enforcement of current laws / codes. The natural flow of visitors to the area is MORE than sufficient to bring new residents into the town. Visiting relatives, other tourists fall in love with the place and will move here. There is ZERO reason to be investing in promoting Tourism. We have a natural draw. We need to work on improving the quality/aesthtics of the main drag (Granada) from A1A to Young Street, and make the area more aesthetically pleasing to live up to the quality of our restaurants like Rose Villa and 31. They are jewels of the City. We 100% need to improve the aesthetics of the Granada Bridge. The Daytona Bridges put us to shame and that's wrong! Our bridge is a gorgeous shape but the dirty concrete with no decoration or color is awful. We need to work with local businesses to share parking during off hours to make the dinner time parking work for diners. Shared parking with churches for beach goers, etc, all make sense. We need to preserve our historic structures to the nth degree as the History of Ormond Beach is its true niche and speciality. It is what sets us apart from other beach towns. We need to embrace and brag on that history, and focus on our quality...the coming of new businesses and residents will take care of itself. People are drawn to quality.
114683429922	Sep 07 2024 03:58 PM	My vision of Ormond Beach is the community I grew up in, small enough to know your neighbors where one always felt safe.
114683429070	Sep 07 2024 03:55 PM	Living beachside, I love that we have easy access to the beach and that there aren't crowds to deal with unless you choose to drive on beach. Restaurants have greatly improved the desire to stay closer to home and spend our money here.
114683418154	Sep 07 2024 03:18 PM	Nicer, high end town - elevated landscape!
114680788831	Sep 04 2024 12:25 PM	a community like Boca Raton or Vero beach with strict zoning so the city eventually becomes a very attractive high quality, high priced, community
114680585408	Sep 04 2024 08:53 AM	Change is always inevitable, but please keep Ormond Beach the quaint, safe, clean, Beachtown, that it has always been. Be cognizant of overpopulation with housing.
114680005115	Sep 03 2024 03:00 PM	Try to keep it a small town.
114678254396	Aug 31 2024 02:16 PM	All that is done is build,build and build some more.ever think of running out of good water some day .
114678165469	Aug 31 2024 10:39 AM	Safe and Friendly place to live.
114677355981	Aug 30 2024 07:33 AM	Safe small town with economic development
114677063608	Aug 29 2024 09:34 PM	Keep the character of the city. Economic development is important but retaining Ormond's unique quality of life and neighborhood character will continue to increase property values.
114677000430	Aug 29 2024 07:43 PM	Limit development and preserve our quality of life.
114676819599	Aug 29 2024 03:59 PM	More user-friendly for walkers, bicycle riders, more pedestrian safety
114676418248	Aug 29 2024 09:48 AM	Better traffic flow Beachside Granada. Develop historical homes, buildings. No high rises.
114674970353	Aug 27 2024 03:42 PM	A city with few democrat representatives and citizens to screw things up. A city free of Agenda 2030 blow smoke up my skirt meaningless buzzwords meant to enact leftist socialistic ideas and a sustainable environment that somehow the city was able to thrive without for 100+ years.
114674966047	Aug 27 2024 03:37 PM	Just like any other central Florida city with a river running through it and an ocean on its doorstep.(Sorry)
114674798008	Aug 27 2024 12:26 PM	A city where visitors and locals enjoy all of the amenities...parks, biking, restaurants, entertainment etc.
114674746857	Aug 27 2024 11:30 AM	Like I remember it was in the 1960's and 1970's
114674710537	Aug 27 2024 10:53 AM	The most fun/vibrant, well planned, easily navigable, clean/safe & memorable beach community in Florida.
114674706645	Aug 27 2024 10:49 AM	a wonderful community for quality living
114674703589	Aug 27 2024 10:45 AM	preserve the small town
114674694926	Aug 27 2024 10:36 AM	Keep the beautiful trees
114674680256	Aug 27 2024 10:22 AM	A community in which residents really do help make decisions, not ignored by City Comms.
114674677002	Aug 27 2024 10:18 AM	Keep it attractive with green spaces
114674676558	Aug 27 2024 10:18 AM	I would like to see a welcoming community, but keeping in mind the impact of more + more people and cars.

114674670410	Aug 27 2024 10:11 AM	I find it is a pleasant place to live and a beautiful place.
114674668505	Aug 27 2024 10:09 AM	make sure 2044 has the same charm as 2024
114674664547	Aug 27 2024 10:04 AM	OLD FLORIDA CHARM - I AM A BORN AND RAISED Floridian. Keep Florida Florida!
114674273941	Aug 26 2024 08:47 PM	I want Ormond Beach to be a city where schools, shops, parks, and places to socialize are within a 15 minute walk from my house.
114674060444	Aug 26 2024 03:02 PM	A go to destination whether it be for a day, an extended vacation or a meeting/convention gathering.
114674058488	Aug 26 2024 03:00 PM	Increase and Maintain fishing access with more ramped access
114674041489	Aug 26 2024 02:39 PM	A small residential community that places emphasis on maintaining the natural environment.
114673984829	Aug 26 2024 01:33 PM	Less growth
114673979337	Aug 26 2024 01:27 PM	Remain the small town appeal.
114673902708	Aug 26 2024 11:59 AM	Celebrate & maintain our history as a small town.
114673880068	Aug 26 2024 11:35 AM	To remain a well planned community that integrates environment (nature), housing, and businesses, focusing on local businesses.
114673478848	Aug 25 2024 09:30 PM	Mixed-use zoning, walkability, medium density
114673402419	Aug 25 2024 05:04 PM	As you have done with your entryway on I 95 give people that same vibe that this is a clean community with consistent activities for people to enjoy
114673226667	Aug 25 2024 06:47 AM	keep the small-town feel. Do not over develop it, the water has to go somewhere.
114673100465	Aug 24 2024 08:04 PM	Less buildings and no more Apts. And no more storage facilities
114672740643	Aug 23 2024 11:09 PM	Ormond Beach has really grown up in the 40+ years I've lived here. I think we are on a great path. I see us continuing to maintain our quality of life and character if we make sure we are on top of the growth that is a constant. Somewhere along the lines of a Delray Beach - a propserous, vibrant yet intimate, bustling Florida seaside town that is appealing to everyone - young people, families, visitors and retirees.
114672549851	Aug 23 2024 04:01 PM	My vision for Ormond Beach is a well maintained, and friendly City, who offers a lot of family-friendly activities.
114672380159	Aug 23 2024 11:53 AM	Invest in the community that is already here. Halt development. More protection for our environment. Glass recycling like Flagler Beach does. More bike lanes and education to share the road.
114672317455	Aug 23 2024 10:33 AM	Regulated expansion with focus on citizen quality of life.
114672273188	Aug 23 2024 09:37 AM	A great place to live and work where most people can live in a vibrant downtown or commercial area, walk to work, bike to see friends, feel safe doing so.
114671883660	Aug 22 2024 06:25 PM	Keep it a quiet, quaint beach town. Don't turn into Daytona
114671419604	Aug 22 2024 07:28 AM	To maintain as a beach town with opportunities to raise children and have a sufficient career, in an affordable environment.
114671220483	Aug 21 2024 11:12 PM	Ormond Beach should be the Overland Park of Florida, implementing a smart growth restructuring plan.
114671162814	Aug 21 2024 08:57 PM	keep the small town vibes
114671161549	Aug 21 2024 08:54 PM	Ormond, as I grew up knowing, has been ruined by developers and would be hard to overcome with the current developer friendly council members, but my vision would be that of a small city with a rural feel.
114671031940	Aug 21 2024 04:45 PM	small town feel. quaint
114670698971	Aug 21 2024 09:51 AM	Balanced development with environmental and green space preservation. Maintain quality of air and water.
114670649490	Aug 21 2024 08:44 AM	It was better 20 years ago.
114670192748	Aug 20 2024 05:10 PM	My vision for Ormond Beach is to preserve its small-town charm with thriving local restaurants and businesses while embracing thoughtful, balanced growth
114669990173	Aug 20 2024 01:05 PM	Ormond Beach is the Crown Jewel of Volusia county and should be a place a our young people want to come back to after college and start a life here.
114669277114	Aug 19 2024 02:55 PM	Clean, safe, family-friendly thriving on outdoor activities & community programs for all ages & abilities.
114669269523	Aug 19 2024 02:44 PM	Maintain the 7 story maximum for beachside high risers. Preserve The Loop which is being trodden upon. Growth with responsibility.
114668641041	Aug 18 2024 02:43 PM	The homes to be built west of 95 will help with housing. Don't widen Granada/SR 40 and turn Ormond Beach into Port Orange. END CLEAR-CUTTING!!!
114668615233	Aug 18 2024 01:10 PM	My "wanta be" vision for Ormond Beach is to look like the Trails and Halifax Plantation on as many areas as possible.
114668546999	Aug 18 2024 09:26 AM	Keep it a nice, conservative, clean, small town with low taxes.
114668198516	Aug 17 2024 10:03 AM	Lush native plants in all public properties and cooperate with all property owners through education and technical assistance
114668175530	Aug 17 2024 08:58 AM	I'd like to see it become a classy tourist location with upscale restaurants and shopping.
114668139144	Aug 17 2024 07:00 AM	Preserve undeveloped land, improve land already developed
114668060353	Aug 17 2024 01:46 AM	Less development. Preservation of the Loop, parks, and green spaces. Controlling over development in the beaches and beach erosion. Keeping the small town community. Controlling population growth.
114667895547	Aug 16 2024 05:31 PM	A beautifully maintained place to live without roads being overcrowded, no over-development that causes massive flooding, preservation of woods and open land.
114667887645	Aug 16 2024 05:16 PM	More options and better quality for the middle class. Stop raising taxes and have the big businesses/development coming in pay for the roads, hospitals, utility improvement. Stop giving them tax breaks.

114667826196	Aug 16 2024 03:35 PM	A place to go to the Beach with Family and Friends.
114667749888	Aug 16 2024 01:39 PM	Stop letting developers destroy our city
114667618395	Aug 16 2024 10:37 AM	Clean, beautiful, well kept without the congestion of growing too fast as the hospitals are at capacity and traffic is getting worse
114667231607	Aug 15 2024 07:56 PM	Improve infrastructure, less development, emergency sevices
114667157856	Aug 15 2024 05:28 PM	slow/low growth
114667145463	Aug 15 2024 05:07 PM	A great place to raise kids.
114667062207	Aug 15 2024 03:10 PM	Ormond Beach should continue to remain a small city with a small town. feel. we should not only protect our parks and green spaces, but we should expand them. we should make it easier to get around on bikes or on foot with the addition of bike trails and sidewalks. we should also do studies in heavily trafficked side roads to mitigate speeding through the neighborhoods which negatively affects the community feel and the quality of life.
114667059913	Aug 15 2024 03:08 PM	Keep it like it is now
114667038102	Aug 15 2024 02:41 PM	I'd like for Ormond Beach to maintain its unique style and not be over run with strip malls, National franchises and duplicate fast food outlets. Don't over build. Clean up existing buildings on AIA so the approach to Ormond by the Sea isn't so seedy.
114666951199	Aug 15 2024 12:53 PM	A place where people can afford to live and work making a decent wage.
114666937262	Aug 15 2024 12:36 PM	Slow down the growth of new housing development
114666857887	Aug 15 2024 11:00 AM	I would like to see Ormond Beach maintain a balance between being family-friendly, economically stable, environmentally friendly, and an all-round lovely place to live. I would like us to have a plan that does NOT include cutting down every tree in the city and to balance the needs of our community members with that of development. We are inching ourselves towards making the area east of I-95 look like cities down south and that it a less desireable place to be.
114666844491	Aug 15 2024 10:43 AM	Unfortunately my vision of the future here is grim. If we continue to have growth at this rate, I won't want to deal with it. It is already frustrating to just run an errand to the grocery store with the traffic jams.
114666835265	Aug 15 2024 10:32 AM	Clean it up.
114666828954	Aug 15 2024 10:24 AM	this is an agenda 2030 land grab do none of the above ranking
114666810987	Aug 15 2024 10:02 AM	Keep Ormond a small quaint beach town. Encourage local business growth. GET THAT SECANT WALL DONE. WIDEN THE BEACH LIKE FLAGLER DID. Help condos connect to public sewer. Eliminate septic along A1A. Help condos owners with with all the demands legislation, insurance, hurricanes, Surfside collaps have caused. There are too many condos that are not selling because HOA fees have soared, lowering property values!
114666798187	Aug 15 2024 09:44 AM	Improve infrastructure to support current growth. Improve Mass transit options. Improve utilities for improved support during storms.
114666790823	Aug 15 2024 09:33 AM	I don't want it to to change, I love how it is today.
114666783868	Aug 15 2024 09:22 AM	Stay a small town, clean without big box stores on every corner. Low crime rates.
114666772970	Aug 15 2024 09:05 AM	Quaint seaside village perseverance of history
114666771043	Aug 15 2024 09:02 AM	Family centered, environmentally progressive community
114666757938	Aug 15 2024 08:39 AM	Vision is to keep it as a "hometown" environment, excluding bike weeks.
114666755921	Aug 15 2024 08:35 AM	A place where families can gather safely and with much to do
114666751186	Aug 15 2024 08:27 AM	retain the small town feel
114666747414	Aug 15 2024 08:19 AM	I have no vision as it is clouded with the sand, debris, and smoke that I face every day due to overbuilding on Plantation Oaks. No one cares. It is all about the money.
114666740302	Aug 15 2024 08:06 AM	Do not want it to Get over developed
114666736890	Aug 15 2024 07:59 AM	Developers getting creative and using land that is already cleared, repurposing vacant buildings or properties instead of clearing more land. No more big developments like Margaritaville. No more sprawling apartment complexes - there are enough.
114666731152	Aug 15 2024 07:47 AM	A 50,000 person city that has a small town feel
114666725633	Aug 15 2024 07:35 AM	A city my kids will want to raise their kids in.
114666720961	Aug 15 2024 07:25 AM	Keep it quaint, stop overbuilding which has already been done. Beachside has become overpopulated causing so many accidents on A1A. The small town vibe has been taken away unfortunately
114666710998	Aug 15 2024 07:04 AM	Everyone to be able to have access to affordable housing and healthcare in a clean proactive environment
114666694522	Aug 15 2024 06:26 AM	To be more community oriented over business development
114666694775	Aug 15 2024 06:26 AM	Community that has enough employees to take care of the city and to keep the taxes low. Replace the city manager to someone that doesn't get paid over 200,000 year for nothing
114666464798	Aug 14 2024 08:02 PM	A city where everyone gets a long
114666362934	Aug 14 2024 04:48 PM	Small town where everybody doesn't worry about being employed or not making enough money to survive. And able to live a good life.
114666349225	Aug 14 2024 04:28 PM	I grew up in Daytona my neighborhood was a "mini" city,could get 90% of what you needed within those 4-5 blocks(except school and Doctors and major dept stores).Had grocery,hairdressers/barber,Movie theater,church,pharmacy,gas,diner,post office,camera , park ,shop,tv shop,bakery,bar and motel (when family visited).
114665329861	Aug 13 2024 01:11 PM	Keep ormond from becoming port orange
114665286072	Aug 13 2024 12:15 PM	Keeping it a small beachie town. Stop all the residential communities. Attract larger companies, with high salary workers, which would help the city with taxes.

114665110565	Aug 13 2024 08:24 AM	Family friendly, historic community that preserves it's natural spaces
114664817062	Aug 12 2024 09:06 PM	A family friendly town that has a small town feel, since of community.
114664604293	Aug 12 2024 03:14 PM	A small town with beautiful beaches, waterways, and locally owned dining/retail/services.
114664436526	Aug 12 2024 11:44 AM	Work hard to keep that home-town feel. Can't call it "quaint" any longer. Let's be careful about progress. I know I said more big box stores but other than that, forget too much growth.
114663461010	Aug 10 2024 07:47 AM	Don't try to make it MORE popular and ruin what we love.
114663107390	Aug 09 2024 02:44 PM	High quality of life with a variety of things to do. An environment where a person can build a life where they can work and play with a focus on walkability or bike transport. Less focus on the car.
114663094365	Aug 09 2024 02:23 PM	More use of green space. In town. No more housing in inner city
114663012183	Aug 09 2024 12:16 PM	Sleepy beach town that offers a wonderful quality of life and great jobs
114662811289	Aug 09 2024 07:00 AM	We need a development moratorium so that we don't cause flooding and traffic issues. It will lose its small town charm in favor of developers, big business and to the detriment of long time residents. There's other places along the coast to start new small towns.
114662808933	Aug 09 2024 06:55 AM	HOME!
114662582347	Aug 08 2024 08:41 PM	Keep our beachside a sleepy little beach town, don't sellout!
114662346395	Aug 08 2024 02:03 PM	Responsible growth that does sacrifice our quality or life and minimizes density
114662219137	Aug 08 2024 11:28 AM	A better place to live
114662087204	Aug 08 2024 08:44 AM	Smart sustainable growth that creatively embraces and adapts new buildings to population trends, adopts new technology for multi-modal transportation options, and creates a housing environment enticing to families and the younger generation.
114661990725	Aug 08 2024 05:32 AM	Safe environment where we can work and play
114661810666	Aug 07 2024 10:18 PM	Local feel, slower pace, hospitality, great local businesses
114661789054	Aug 07 2024 09:32 PM	Keep what we have. What you and/or Volusia have already approved for developments is adequate.
114661668445	Aug 07 2024 05:37 PM	Stay small and friendly
114661642825	Aug 07 2024 04:59 PM	Keeping the same population and facilities we have now by not developing any more land
114661622289	Aug 07 2024 04:33 PM	A government that is honest, less traffic.
114661463161	Aug 07 2024 01:08 PM	A city that leverages long term planning to foster intermodal transportation to heighten the equitability of living for those aging in place as well as children
114661432126	Aug 07 2024 12:28 PM	Historic community with thriving commerce and abundant public parks and natural spaces
114661405401	Aug 07 2024 11:58 AM	Maintain growth and preserve the beautiful beach and over population, keeping crime at a minimum
114661400920	Aug 07 2024 11:53 AM	To keep its' small-town feel; keep it clean and beautiful; keep the beach clean; keep it safe from crime
114661356794	Aug 07 2024 11:02 AM	Try to keep it as a small city
114661348995	Aug 07 2024 10:53 AM	Small town vibe without the big box stores and storage buildings. Making the town very family friendly.
114661329132	Aug 07 2024 10:29 AM	Keep it green and stop the over building.
114661237761	Aug 07 2024 08:27 AM	A community that cared about environmental impact and Greenspace with limited well planned development .
114661230607	Aug 07 2024 08:15 AM	preserve it as it is
114661224319	Aug 07 2024 08:04 AM	More people that have lived here long periods to moving to other places
114661215165	Aug 07 2024 07:48 AM	We continue to be the quieter, prettier, friendlier and safer city in this area.
114661165417	Aug 07 2024 06:08 AM	For it to be more of a beach / coastal community
114661061001	Aug 07 2024 02:24 AM	Return to a more quant town.
114660979273	Aug 06 2024 10:55 PM	Please don't loss the small town feel by overbuilding cookie cutter homes, more apartments, car washes or storage units.
114660966685	Aug 06 2024 10:26 PM	No fuel farm, more green spaces, safer for my kids, community unity around what's best for the kids instead of what's going to make someone richer.
114660919281	Aug 06 2024 08:45 PM	My vision is for OB to stay small, quaint, clean
114660880782	Aug 06 2024 07:27 PM	Stay small
114660864064	Aug 06 2024 06:54 PM	Keep it clean and beautiful
114660827057	Aug 06 2024 05:52 PM	It's small town and we need to keep it that way or we will have the same issues as Daytona
114660786151	Aug 06 2024 04:52 PM	Unique small town beach feel
114660785104	Aug 06 2024 04:50 PM	I would like for Ormond Beach to stay the same quaint little town and have the same characteristics of the charm it has now.
114660764770	Aug 06 2024 04:26 PM	Would like to see OB remain green with less congestion and overbuilding
114660722238	Aug 06 2024 03:37 PM	I want Ormond to be a small city, like it was eight years ago before all of the apartments and condos went up. I want roads, utilities to be enough for our population. I want green spaces preserved for other generations and not torn up.
114660696241	Aug 06 2024 03:09 PM	Although I feel it's already been lost - could try to regain the small town feel. Do not try to build more and more when we do not have the space or support for them.
114660685176	Aug 06 2024 02:57 PM	A beautiful environmental community that is safe for residents from the proposed fuel farm, w/ improved traffic management, controlled growth and expansion of affordable housing.

114660684138	Aug 06 2024 02:56 PM	Be the area leader in preserving and enhancing residents' quality of life with balanced growth and development. Infrastructure that keeps up with growth and development instead of being an afterthought and not having to play 'catch up'. Cooperation and communication with our neighboring cities and Volusia County governments.
114660663180	Aug 06 2024 02:29 PM	A safe place where you can get anywhere on a bike, scooter, roller skates or foot. Free public beach access and great free recreation options.
114660591292	Aug 06 2024 01:05 PM	Small family town
114660565162	Aug 06 2024 12:34 PM	Affordable but beautiful community
114660555099	Aug 06 2024 12:22 PM	Family community with smart growth
114660548241	Aug 06 2024 12:14 PM	Remain a family oriented community, no fuel farm, no more clear cutting and over-development.
114660542884	Aug 06 2024 12:08 PM	The city is nearly built out. Improve the infrastructure and provide more housing opportunities for seniors on fixed income. Maintaining the character of the community and quality of life should be the focus.
114660539317	Aug 06 2024 12:04 PM	Quality lifestyle, and criminals are prosecuted to the full extent. In other words a judical system that looks out for the victims not the other way around. "Commit a crime in Ormond" you will pay dearly "Kill an Ormond Resident Intentionally" The death penalty Is the first resort. No drawn out trials or implementation either!
114660503935	Aug 06 2024 11:24 AM	Maintain the historic, old town feel. Provide opportunities for walking. Support current infrastructure.
114660497660	Aug 06 2024 11:16 AM	Nice safe neighborhoods with good roads and infrastructure. Access to the beach. So beautiful. Fun stuff for seniors and kids. Beautifying what's in place. Need more bike lanes and sidewalks for walkers and strollers etc.
114660496826	Aug 06 2024 11:15 AM	Safe place to raise families; no crime; good schools; beautiful parks
114660490029	Aug 06 2024 11:08 AM	A place with high quality of life.
114660489603	Aug 06 2024 11:07 AM	To stay as a friendly beach town. I don't want it turned into an heavy industrial town, or turn into a overcrowded/overbuilt city.
114660482090	Aug 06 2024 10:59 AM	I would like to see the City limit the growth in the area. Every vacant lot and plot of land does not need to be developed! Let's keep our city, the Tree City!
114660452468	Aug 06 2024 10:24 AM	What it was 10 years ago
114660450767	Aug 06 2024 10:22 AM	Slow down building growth. Growth
114660444357	Aug 06 2024 10:15 AM	To enhance what we have for the current citizens, encourage use of existing buildings vs new development.
114660443069	Aug 06 2024 10:13 AM	A place where diverse people want to live, raise their families and visit. A place that provides a high quality of life to it's residents in an environment that is and will continue to be inclusive and accessible.
114660403902	Aug 06 2024 09:26 AM	less growth
114659871859	Aug 05 2024 03:46 PM	Allow growth while also putting measures in place that will preserve the charm and character that the city is known for

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What are the biggest challenges you believe that Ormond Beach currently experiences, or you believe the city will face over the next 20 years?

Answered	**186**
Skipped	**10**

Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	Limited land = limited growth = higher taxes at some point
114691156008	Sep 17 2024 04:45 PM	Effectively managing growth in the busy coridors
114684819763	Sep 09 2024 08:25 PM	Maintaining / improving tax base to support services and growth while being landlocked. Hurricane preparedness / stormwater improvements.
114684784685	Sep 09 2024 07:21 PM	Keep Belvedere away, save our green space what is left of it. SAVE TOMOKA OAKS golf course if we have a willing seller.
114684358420	Sep 09 2024 10:53 AM	Overdevelopment will lead to more traffic congestion, less availability of emergency and daily medical personnel, and compromise education which is already facing budget and staff cuts.
114684290117	Sep 09 2024 09:40 AM	Controlling growth. Keeping the small, historic town feel and function and keeping quality of maintenance, etc.
114683429922	Sep 07 2024 03:58 PM	Too much development.
114683429070	Sep 07 2024 03:55 PM	Over the 30 years I have lived here, overcrowded roads and stormwater issues seem to have increased.
114683418154	Sep 07 2024 03:18 PM	Over building housing
114680788831	Sep 04 2024 12:25 PM	managing all the new people moving into the new city on RT 40, and in all the new, but nearby, Daytona apartments
114680585408	Sep 04 2024 08:53 AM	Overpopulation, do not want to turn Ormond Beach into a big city with tons of traffic.
114680215191	Sep 03 2024 08:15 PM	Over crowded, lack of trees, busy roads
114680005115	Sep 03 2024 03:00 PM	Pressure from developers. Managing the infrastructure to deal with the population explosion that has already taken place.
114678254396	Aug 31 2024 02:16 PM	For too much growth.
114678165469	Aug 31 2024 10:39 AM	Controlling development and having enough healthcare in our area.
114677355981	Aug 30 2024 07:33 AM	Housing development west of I-95 connecting to Granada Avenue
114677063608	Aug 29 2024 09:34 PM	Overgrowth at the expense natural areas that create the unique character and make OB the place people want to call home.
114677000430	Aug 29 2024 07:43 PM	Destruction of the environment and losing the town's identity.
114676819599	Aug 29 2024 03:59 PM	halting over-development
114676418248	Aug 29 2024 09:48 AM	More population
114674970353	Aug 27 2024 03:42 PM	Illegal immigrant crime, increasing taxes, Agenda 2030 false narratives and promises, Green New Scams that the city will fall for, stormwater, over development, poor budgeting and fiscal management, and the worst by far is the desire by many on John Anderson to build "affordable housing" and stick it in someone else neighborhood and all the problems that will soon follow, like they always do.
114674966047	Aug 27 2024 03:37 PM	Obviously traffic, too many people and not enough emergency response to handle it.
114674798008	Aug 27 2024 12:26 PM	Locals who want things to stay as they always have been)-:
114674746857	Aug 27 2024 11:30 AM	Growth from surrounding areas impacting the city, with respect to traffic and potable water and storm water runoff
114674710537	Aug 27 2024 10:53 AM	Roads, sewers & septics that are insufficient to handle the growth beachside.
114674706645	Aug 27 2024 10:49 AM	too rapid growth (in nearby cities) that impact our roadways
114674703589	Aug 27 2024 10:45 AM	Daytona Beach dense housing over development
114674694926	Aug 27 2024 10:36 AM	Overgrowth
114674680256	Aug 27 2024 10:22 AM	FLOODING
114674676558	Aug 27 2024 10:18 AM	clogged roads.
114674677002	Aug 27 2024 10:18 AM	Overdevelopment
114674670410	Aug 27 2024 10:11 AM	Increase in traffic
114674668505	Aug 27 2024 10:09 AM	Daytona Beach expansion impacting SR 40
114674663398	Aug 27 2024 10:03 AM	Building more than roads and medical care can handle.
114674273941	Aug 26 2024 08:47 PM	Stronger hurricanes are certainly an existential challenge to the future of Ormond Beach and has to be addressed now before it is too late.

114674060444	Aug 26 2024 03:02 PM	Overdevelopment. This is not the quaint, quiet town is was 20 years ago. We need to slow down. We don't want to become Port Orange or turn Granada into Dunlawton. Our area is unique and our businesses and our services should be as well. How many Dollar Stores do we need? Chain businesses and restaurants - not good for our area. Keep Ormond Beach unique - we don't want to be like every other Fl destination.
114674058488	Aug 26 2024 03:00 PM	Development without appropriate drainage planning leading to increased flooding issues
114674041489	Aug 26 2024 02:39 PM	Keeping growth from obliterating the natural landscape.
114673984829	Aug 26 2024 01:33 PM	Too much growth
114673979337	Aug 26 2024 01:27 PM	Traffic. Not enough law enforcement to enforce traffic laws. Replacing long-term politicians who lack the ability to manage change in today's world.
114673902708	Aug 26 2024 11:59 AM	Over expansion westward leaving the inner Ormond Beach corridor to fall into decline.
114673880068	Aug 26 2024 11:35 AM	Over development which will turn older businesses and housing into discarded messes and run down that will encourage homeless and druggies. And not surveying and updating zoning laws that allow dangerous and inappropriate business to build and operate in areas close to homes, schools, and sport facilities like the proposed Full Farm
114673817030	Aug 26 2024 10:30 AM	Balancing growth with infrastructure
114673478848	Aug 25 2024 09:30 PM	Urban sprawl, environmental degredation, car dependency
114673402419	Aug 25 2024 05:04 PM	Stormwater
114673226667	Aug 25 2024 06:47 AM	the pressure to build to many homes.
114673100465	Aug 24 2024 08:04 PM	Overcrowded and traffic jams
114672740643	Aug 23 2024 11:09 PM	Over the next 20 years, we need to be proactive and constantly plan for the growth that will continue in our city so that we may maintain our quality of life. We will need more housing, schools, hospitals, roads, utilities, etc. We should also look to attract more manufacturing with high paying jobs, especially in the space sector. As our entire region adapts to support the space industry in a bigger way, Ormond Beach should be ready to welcome those new employees and executives.
114672549851	Aug 23 2024 04:01 PM	Traffic Congestion along Granada Blvd as the only primary East/West thoroughfare in Ormond Beach.
114672380159	Aug 23 2024 11:53 AM	Too much growth and development.
114672317455	Aug 23 2024 10:33 AM	Quality of life vs. big money expansionism. Planning and implementation of viable master plans
114671883660	Aug 22 2024 06:25 PM	Over building of new homes
114671419604	Aug 22 2024 07:28 AM	Overdevelopment
114671220483	Aug 21 2024 11:12 PM	Ormond Beach has been completely over-run by apartment buildings and storage units, and it's a reflection of decades of weak leadership in planning and zoning. This forces us into an infrastructure expansion mindset when we need the opposite, shrinking the community to make it an exclusive community.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	Land being overdeveloped causing traffic nightmares like larger cities.
114671031940	Aug 21 2024 04:45 PM	overcrowding in schools due to increase population
114670765308	Aug 21 2024 11:11 AM	traffic for commuters from other cities coming into OB for work Also for local residents traffic
114670698971	Aug 21 2024 09:51 AM	Overdevelopment, Stress of water utilization, Inattention Of city commissioners to these issues As they may lean towards appeasing developers, and not the citizens of this beautiful city
114670649490	Aug 21 2024 08:44 AM	corrupt developers. Snowbirds.
114670192748	Aug 20 2024 05:10 PM	I believe the surge in apartment developments is a temporary trend. If we continue allowing so many to be built, we must consider what they will look like in 10 to 15 years. Will they still serve the community effectively, or will they become burdensome
114669990173	Aug 20 2024 01:05 PM	growing population and a community that doesn't want to change to accommodate the growth.
114669277114	Aug 19 2024 02:55 PM	Infrastructure/traffic. Keeping our city clean. Safe place for homeless people who want to get off the streets to live & learn how to transition. (Salty Family Services is a great model to review & revamp for the overall homeless population) and looking at our youth & how to engage them at every age to keep them off the streets out of trouble and no longer at risk. Healthcare, especially mental healthcare, is seriously lacking for the country as a whole.
114669269523	Aug 19 2024 02:44 PM	Future Overdevelopment.
114668641041	Aug 18 2024 02:43 PM	Over-development and not enough green space and the flooding that will continue to worsen as a result of it
114668615233	Aug 18 2024 01:10 PM	Airport being self-sustaining and smart development
114668546999	Aug 18 2024 09:26 AM	Too much traffic and too many crummy apartments popping up all over the place.

114668198516	Aug 17 2024 10:03 AM	Loss of natural areas such as golf courses, wetlands, trees, and vegetation
114668175530	Aug 17 2024 08:58 AM	Traffic, especially beachside. Lack of places to ride bicycle, especially beachside.
114668139144	Aug 17 2024 07:00 AM	Over population and traffic
114668060353	Aug 17 2024 01:46 AM	Over development on the beach and beach erosion
114667895547	Aug 16 2024 05:31 PM	I know big developers will continue to fund elected officials so they can enjoy land use and zoning changes. Getting enough voters interested so the above can be prevented.
114667887645	Aug 16 2024 05:16 PM	Over development without planning for the future (roads, hospitals, good jobs, quality of life) Taxes will be too high, in combination with insurance and cost of living. High taxes, high insurance, high cost of living. I don't want to see any more increase in school taxes. I don't want to see any more strip malls or lousy fast food places. Support small businesses more.
114667826196	Aug 16 2024 03:35 PM	Lack of Restaurant options near the beach. Lack of Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	Traffic, overdevelopment
114667618395	Aug 16 2024 10:37 AM	Overcrowding
114667231607	Aug 15 2024 07:56 PM	Over development, lack of infrastructure
114667157856	Aug 15 2024 05:28 PM	traffic and growth
114667145463	Aug 15 2024 05:07 PM	Population migration West of I-95 will create a second town center, dilluting the current downtown and as a side effect, it'll reduce the sense of community.
114667062207	Aug 15 2024 03:10 PM	I think the city will be affected over the next 20 years by climate change, stronger storms and higher temperatures. The current stormwater system can't handle heavy storms. we also need to get a handle on development, and not approve things like massive apartment complexes such as the ones we see on Williamson and on LPGA in Daytona Beach. we need to keep Ormond small so that it remains the wonderful city that we all love.
114667059913	Aug 15 2024 03:08 PM	Stopping more development
114667038102	Aug 15 2024 02:41 PM	Possible increases in taxes, crime and less attractive properties should we have a continued economic downturn.
114666951199	Aug 15 2024 12:53 PM	Development of low income, senior housing. Water availability. Septic tank conversion.
114666937262	Aug 15 2024 12:36 PM	Water supply for increasing population
114666857887	Aug 15 2024 11:00 AM	Pressure and money from developers overwhelming the needs and wishes of community members.
114666844491	Aug 15 2024 10:43 AM	Too much growth too fast. Unfortunately, we can't control what Daytona (on our border at Granada) and Flagler (Hunter's Ridge and north) do to add to the strain, but growth for the sake of growth will lead to the destruction of the atmosphere of Ormond Beach. As a friend of mine says as they watch the new developments and businesses clear cutting huge lots of land, "If I had wanted to live in South Florida I would have stayed there. At this pace, I will be ready to leave Ormond in a year or two."
114666835265	Aug 15 2024 10:32 AM	Traffic and Crime.
114666828954	Aug 15 2024 10:24 AM	City Hall itself is the biggest problem
114666810987	Aug 15 2024 10:02 AM	Growth demands on infrastructure. Further demands on HOAs causing too many people to not be able to afford HOA dues and trying to sell. Too many condos on the market & soaring HOA dues are causing units not to sell and lowering property values.
114666798187	Aug 15 2024 09:44 AM	Growth without adequate infrastructure.
114666790823	Aug 15 2024 09:33 AM	The excess building of fast foods, storage units, and car washes.
114666783868	Aug 15 2024 09:22 AM	Increase in population.
114666778725	Aug 15 2024 09:14 AM	1) Overdevelopment, more concrete, more traffic 2) Sea level rise & flooding as storms become more frequent and virulent. 3) Affordability
114666772970	Aug 15 2024 09:05 AM	Flooding
114666771043	Aug 15 2024 09:02 AM	Unrestricted grown and the potential for corruption/graft of developers and politicians.
114666757938	Aug 15 2024 08:39 AM	Fuel tanks and expansion of business. Overpopulation.
114666755921	Aug 15 2024 08:35 AM	Traffic congestion, overuse of utilities, affordable housing,
114666751186	Aug 15 2024 08:27 AM	over development now and in the future
114666747414	Aug 15 2024 08:19 AM	Overcrowding. Developers can get away with destroying green space without regard for gopher tortoises and other animals. Burning with diesel oil without regard for rules/regs because Volusia County covers them. The practices are disgraceful.
114666740302	Aug 15 2024 08:06 AM	Over growth of people and housing
114666736890	Aug 15 2024 07:59 AM	Too many people drawing on resources, crowding roads
114666731152	Aug 15 2024 07:47 AM	Traffic and over development

114666725633	Aug 15 2024 07:35 AM	Is the city prepared for the growth around us and within us? Plans should be thought out long term on traffic needs, not just what is needed today. Same for commerce and parks. Don't just look at what the population is now, look at where it will be 20 years from now and ask what we can do to stay on pace.
114666720961	Aug 15 2024 07:25 AM	Traffic and roads
114666720810	Aug 15 2024 07:25 AM	Taxes crime
114666716833	Aug 15 2024 07:17 AM	Building homes BEFORE infrastructure. OB is famous for doing that
114666710998	Aug 15 2024 07:04 AM	Infrastructure/roads
114666696016	Aug 15 2024 06:29 AM	Traffic due to housing construction outside the city.
114666694775	Aug 15 2024 06:26 AM	Traffic congestion and city facilities
114666694522	Aug 15 2024 06:26 AM	Slowing down commercial development, traffic congestion. High cost housing
114666464798	Aug 14 2024 08:02 PM	I feel like traffic may be getting worse
114666362934	Aug 14 2024 04:48 PM	Younger lazy people who burden the system. And are a hendrance more than a helper.
114666349225	Aug 14 2024 04:28 PM	Too much money going into politicians pockets to get projects done,that are NOT always for the whole communities best interest. People in office now,probably won't be in office when items come to fruition .
114665329861	Aug 13 2024 01:11 PM	I fear the complete development of Avalon park will put a strain on all of ormonds facilities and it will be a problem that we will have to deal with after the fact.
114665286072	Aug 13 2024 12:15 PM	Affordable housing and employment pay scale. Attracting big business to offset taxes.
114665110565	Aug 13 2024 08:24 AM	Over-development, over- commercialization
114664817062	Aug 12 2024 09:06 PM	Over development and poor infrastructure
114664604293	Aug 12 2024 03:14 PM	The transition from biker/spring break town to a more year round consistency for revenue. Maybe a new annual festival that is related to one of the many things in Ormond Beach that draw people here?
114664436526	Aug 12 2024 11:44 AM	Growth! Traffic! Housing - especially for elderly! (You should have a had a category for that when you asked about housing.)
114663461010	Aug 10 2024 07:47 AM	Traffic and expanding visitor populations. Insurance costs and rising ocean levels.
114663107390	Aug 09 2024 02:44 PM	Age in place housing. There simply are not enough services/options for older people.
114663094365	Aug 09 2024 02:23 PM	Over crowding streets to busy to handle pedestrians and traffic combines
114663012183	Aug 09 2024 12:16 PM	Expansion in a classy way.
114662811289	Aug 09 2024 07:00 AM	Beach erosion.
114662808933	Aug 09 2024 06:55 AM	A fuel farm, over development and taking control of the airport
114662582347	Aug 08 2024 08:41 PM	The push for more housing and overdevelopment. Let’s use the open buildings we already have!
114662346395	Aug 08 2024 02:03 PM	Density/developments/growth management
114662219137	Aug 08 2024 11:28 AM	Managing growth from within the city and the impacts caused by the adjacent cities
114662147464	Aug 08 2024 10:01 AM	Climate change and overdevelopment
114662087204	Aug 08 2024 08:44 AM	1. No-growth advocates that want Ormond Beach to return to the 19th century. 2. Height restrictions equals urban sprawl. Soon there will be nowhere to go but up, unfortunately at the expense of virgin land that is used up to the end until there is no choice to go up. 3. Utility capacity and the city's requirement to serve external jurisdictions without just compensation. 4. A baby-boomer definition of affordable housing challenges the development of 21st century definition of affordable housing for starter families, fixed-income elderly, and employees in the leisure/hospitality industry who barely make enough to get by. 5. As a coastal community, will need to adapt and be prepared to adjust for any impact of storms, flooding, and sinkholes.
114661990725	Aug 08 2024 05:32 AM	Impact of growth from people moving in and surrounding areas to ormond. Schools needing updating, having adequate transportation for aging populations. Having places for people to have leisure (Flagler has amazing bike, walking trails)
114661810666	Aug 07 2024 10:18 PM	Growth, limited ability to accommodate traffic and expansion. Corporate sell out. Maintaining local feel.
114661789054	Aug 07 2024 09:32 PM	Traffic, because YOU allowed too many homes, condos, etc. to move in without a feasibility study to accommodate all that. You take impact fees, but don't rectify the roads or add adequate schooling for the new families. STOP DEVELOPING.
114661668445	Aug 07 2024 05:37 PM	Environmental conservation/sustainability
114661642825	Aug 07 2024 04:59 PM	The increase in population and the government that will be needed to control it
114661622289	Aug 07 2024 04:33 PM	Crooked current city commissioners, more green space
114661463161	Aug 07 2024 01:08 PM	Vision
114661432126	Aug 07 2024 12:28 PM	Attracting and keeping high quality businesses. I’d like to see fewer smoke and vape shops and massage businesses and more produce and higher quality grocery stores.
114661405401	Aug 07 2024 11:58 AM	Over build of housing projects.

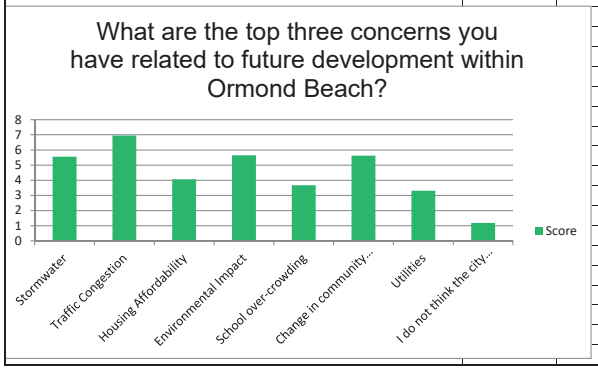
114661400920	Aug 07 2024 11:53 AM	Too much growth- Granada Blvd is too busy now. Need emergency services on beachside; only one bridge from beachside to mainland
114661356794	Aug 07 2024 11:02 AM	Population growth
114661348995	Aug 07 2024 10:53 AM	Over growth and use of roads/water resources
114661329132	Aug 07 2024 10:29 AM	Overcrowding
114661237761	Aug 07 2024 08:27 AM	Overcrowded schools . Less green space .More traffic .
114661230607	Aug 07 2024 08:15 AM	too much affordable housing, impact of unrestrained development and higher density
114661224319	Aug 07 2024 08:04 AM	Debt. Airport, roads insufficient for the amount of vehicles and smaller town being run by people who are not really business minded.
114661215165	Aug 07 2024 07:48 AM	Overdevelopment causing flooding and increased heat from lack of trees
114661165417	Aug 07 2024 06:08 AM	Over growth
114661061001	Aug 07 2024 02:24 AM	Traffic.
114660979273	Aug 06 2024 10:55 PM	Homeless
114660966685	Aug 06 2024 10:26 PM	Fuel farm, corrupt politicians, substance abuse, homelessness, lack of focus on current action's impact on long term goals.
114660919281	Aug 06 2024 08:45 PM	Traffic and danger if fuel farm is allowed. Stop so much building. We don't need more car washes, nail salons, and dollar stores.
114660880782	Aug 06 2024 07:27 PM	Traffic increasing, too much commercial buildings, school overcrowding
114660871571	Aug 06 2024 07:08 PM	Growth!
114660864064	Aug 06 2024 06:54 PM	Belvedere Terminals is a nightmare scenario and must be stopped. Traffic is becoming ridiculous due to all the development.
114660827057	Aug 06 2024 05:52 PM	Too much traffic on the few main streets we have and no way to expand for all the apartments that keep going in.
114660786151	Aug 06 2024 04:52 PM	Limited restaurants/entertainment that is open after 7 pm
114660785104	Aug 06 2024 04:50 PM	Traffic congestion, overcrowding, stormwater management
114660764770	Aug 06 2024 04:26 PM	Overbuilding
114660759645	Aug 06 2024 04:20 PM	Too much development, eroding the environment, frequent flooding due to deforestation.
114660722238	Aug 06 2024 03:37 PM	If we continue to expand, our biggest problem will be environmental. We will experience flooding, loss of trees, pollution, toxic air and noise.
114660696241	Aug 06 2024 03:09 PM	Overbuilding and expanding. Stop!
114660685176	Aug 06 2024 02:57 PM	Over development and the proposed fuel farm.
114660684138	Aug 06 2024 02:56 PM	Controlling our destiny as it relates to growth and development going on around us.
114660663180	Aug 06 2024 02:29 PM	Traffic congestion, panhandling, lack of self transportation without motorized vehicle.
114660591292	Aug 06 2024 01:05 PM	Over population
114660565162	Aug 06 2024 12:34 PM	The homeless population and drugs especially southern end, Nova rd area.
114660555099	Aug 06 2024 12:22 PM	Traffic and lack of infrastructure on Granada.
114660542884	Aug 06 2024 12:08 PM	Increases in taxes for wants and not needs. The city should be run like a business. The city needs tax base to take the burden off the residents.
114660539317	Aug 06 2024 12:04 PM	Remaining a quality place to live, Daytona and Holly Hill overflow into Ormond is already happening, look at the crime in Volusia County. If Ormond Beach adopts a strong Justice system criminals will be afraid to hurt Ormond residents when Daytona and Holly Hill has plenty of opportunities. Just look at Ridgewood between LPGA and Orange Ave!
114660512359	Aug 06 2024 11:33 AM	Overcrowding, roadways ill equipped to handle the traffic.
114660503935	Aug 06 2024 11:24 AM	Outside interests want to over-develop the area. Need to improve local entertainment amenities and parks. Support infrastructure that protects the citizens against flooding or hurricane damage.
114660501792	Aug 06 2024 11:21 AM	Grow too quick too fast and not have great infrastructure.
114660497660	Aug 06 2024 11:16 AM	Infrastructure, too many people for Ormond Beach, utilities and preservation of what land is left. Smart planning and smart design & development and smart roads.
114660496826	Aug 06 2024 11:15 AM	Stopping the Belvedere fuel farm and containing heavy industrial. Preventing an increase in crime. Improving the quality of schools and education.
114660492419	Aug 06 2024 11:10 AM	Traffic on Granada and Beach erosion
114660490029	Aug 06 2024 11:08 AM	Traffic congestion on Granada Boulevard
114660489603	Aug 06 2024 11:07 AM	Keeping development to a minimum.
114660482090	Aug 06 2024 10:59 AM	Traffic, traffic, traffic! There's too much development going on! The roads aren't designed for the number of people that have moved to the area and that are doing business in the area.
114660465442	Aug 06 2024 10:39 AM	We are being priced out of our home due to outrageous insurance and taxes.

114660452468	Aug 06 2024 10:24 AM	Too many people
		Growth Big time investors
114660450767	Aug 06 2024 10:22 AM	Traffic
114660444357	Aug 06 2024 10:15 AM	Overgrowth
114660443069	Aug 06 2024 10:13 AM	storm water, environmental/water quality issues, traffic congestion
114660403902	Aug 06 2024 09:26 AM	growth
114659871859	Aug 05 2024 03:46 PM	To much development and not enough preservation

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What are the top three concerns you have related to future development within Ormond Beach?

	1		3		4		5		6		7		8		Total	Score
Stormwater	9.90%	19	19.79%	38	27.60%	53	15.10%	29	5.73%	11	2.08%	4	0.00%	0	192	5.56
Traffic Congestion	42.19%	81	14.06%	27	6.77%	13	5.73%	11	0.00%	0	0.52%	1	0.00%	0	192	6.95
Housing Affordability	4.17%	8	11.98%	23	14.58%	28	20.31%	39	21.88%	42	19.27%	37	2.08%	4	192	4.06
Environmental Impact	14.58%	28	23.96%	46	16.15%	31	15.10%	29	9.38%	18	2.08%	4	0.00%	0	192	5.65
School over-crowding	2.08%	4	6.25%	12	9.38%	18	26.04%	50	31.25%	60	20.83%	40	0.52%	1	192	3.67
Change in community character	26.04%	50	15.63%	30	11.46%	22	6.25%	12	14.58%	28	8.85%	17	0.52%	1	192	5.63
Utilities	1.04%	2	8.33%	16	11.98%	23	10.94%	21	16.15%	31	43.75%	84	3.65%	7	192	3.31
I do not think the city will experience any of these issues	0.00%	0	0.00%	0	2.08%	4	0.52%	1	1.04%	2	2.60%	5	93.23%	179	192	1.18
															Answered	**192**
															Skipped	**4**



City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Answered	**115**	
Skipped	**81**	

Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	we need to prioritize maintaining the facilities and infrastructure we have and promote redevelopment/property improvement in areas that APPEAR blighted as many areas are looking old and run down.
114684819763	Sep 09 2024 08:25 PM	Annexation of Ormond by the Sea and other communities adjacent to Ormond Beach.
114684784685	Sep 09 2024 07:21 PM	I will only be voting for politicians who want to stop the over-building on our last available green space.
114684358420	Sep 09 2024 10:53 AM	Medical infrastructure needs to be added to criteria.
114684290117	Sep 09 2024 09:40 AM	1) Improvements to the Granada Bridge. Needs a refresh, artistic update. Paint, some decorations, something. 2) Really focusing on function and aesthetics of the Downtown Dining area. 3) Codes/ Ordinances to keep quality on Granada, such as keeping out Vape shops / Tattoo parlors on the main drag. 4) Enforcing the Codes / Ordinances / Laws, building into the Police budget enough money to enforce the speed limits with PEOPLE not speed tables. We have to get back to personal code enforcement. 5) Burying the utilities for hurricanes. 6) Preserving Parks / Land / The Loop / Trees / Green Spaces / and limiting growth to keep our small town SMALL.
114680788831	Sep 04 2024 12:25 PM	1- community appearance board 2- negligible approvals for development outside the zoning plan
114680585408	Sep 04 2024 08:53 AM	Thank you for caring with the residence think. I truly hope that you all can manage/limit the growth, to keep Ormond Beach the lovely town that it is.
114678254396	Aug 31 2024 02:16 PM	Loewer home and car insurance.
114677355981	Aug 30 2024 07:33 AM	Hardening utilities for hurricanes
114677000430	Aug 29 2024 07:43 PM	Growth is inevitable but you have an opportunity to manage that growth so that it does not impact our quality of life or destroy the environment. The support that has been shown to the residents of Tomoka Oaks against overdevelopment of the golf course is a shining example of how government can indeed support their residents if they choose to.
114676418248	Aug 29 2024 09:48 AM	I live Beachside so most of my comments are referred to this area.
114674970353	Aug 27 2024 03:42 PM	Anybody using meaningless undefined words is a huge problem...It's just left leaning NGOs and word salad designed to create solutions to problems that don't exist at the citizens' detriment. Buzzwords like, Consensus, Community Development, Land Use and Environment, Collaborative Approaches, Purchase of Development Rights (PRD), Maintaining a strong, diversified local economy, Preserve open space, Preserving our heritage, Heritage corridors, Heritage area, Historic preservation, Quality growth, Smart Growth, Innovative new development, Regional governments, Regional planning boards, Urban forest, Conservation easements, Climate change, Sustainable farming, Comprehensive planning, Growth management, are undefined and intentionally designed to persuade the masses, to benefit a few, at the expense of many. The message of sustainable living and the people pushing that agenda are the very people that screwed up other cities and are now trying to bring the very same failed policies to Ormond Beach.
114674966047	Aug 27 2024 03:37 PM	Will provide a detailed follow up on policies that I noted in the 2025/2045 Comp plan.
114674746857	Aug 27 2024 11:30 AM	I believe in landowner's rights to do with their properties what they wish, if it is legal. Zoning needs to be better, in some cases, to prevent problems like the Belvedere fuel depot. I believe that area is in the county.
114674710537	Aug 27 2024 10:53 AM	Parking from the intersection of Granada & A1A to the intersection of Granada & Yonge. As an example, I'm not sure how the future operator of Billy's Tap Room & Grill will be able to survive based on parking alone.
114674694926	Aug 27 2024 10:36 AM	Stop Clearcutting
114674680256	Aug 27 2024 10:22 AM	"Man plans and God laughs." Please inquire of Him in making decisions.
114674676558	Aug 27 2024 10:18 AM	What about a few more areas to take our dogs & perhaps some "pocket parks" for dogs. More bike paths would be nice. We love living in Ormond Beach. The City government has been exceptional for years. Than you for this. And thank you for hosting this. I hope it was beneficial.
114674664547	Aug 27 2024 10:04 AM	Ormond Beach is a treasure. Try to keep its beach side fell and beauty.
114674273941	Aug 26 2024 08:47 PM	Walkable communities and mixed-use zoning have proven to provide not only many economic benefits, but a more connected and happy community. Ormond Beach deserves this future.
114674058488	Aug 26 2024 03:00 PM	Code enforcement as revenue generator and improved quality of life
114674041489	Aug 26 2024 02:39 PM	Please keep state parks, city parks, and the beaches natural and free from development and car traffic.

114673979337	Aug 26 2024 01:27 PM	I want to hear what has been done and what is planned to be done beachside (32176). Once you get over the Granada bridge (walking or by vehicle), the road to the beach is deplorable. An embarrassment. Obnoxious drivers, driving obnoxious "loud" vehicles with complete disregard for anyone but themselves. Go north on Halifax, which is a residential neighborhood, you would think you're at the speedway. Votran speeds, the mail carriers speed, the vendors speed. Current and previous leadership has missed the mark completely.
114673902708	Aug 26 2024 11:59 AM	Please look for ways to maintain the city's character. Too much growth in big box establishments and apartments actually cheapens the integrity and character of a small town. Make smart economic growth for professional business ventures, not just service oriented jobs.
114673880068	Aug 26 2024 11:35 AM	Plann as if you children and grandchildren are going to grow up here and it will be beautiful and safe.
114673402419	Aug 25 2024 05:04 PM	Waterways access
114673226667	Aug 25 2024 06:47 AM	limit the building. encourage small buisnesses and keep it affordable
114673100465	Aug 24 2024 08:04 PM	Tell the politicians who run NYC CA MI WI and other cities who ran the people our for bD policies overcrowding high taxes not to bring them to Florida and ruin our beautiful city like they ruined theirs.
114672317455	Aug 23 2024 10:33 AM	Greater financial responsibility by developers, city land acquisition for green space, recreation and safe pathways for pedestrians and bicyclists.
114671883660	Aug 22 2024 06:25 PM	Great town...keep it that way
114671419604	Aug 22 2024 07:28 AM	Updating as necessary to maintain the integrity of Ormond Beach long term, we don't want to turn into Daytona Beach because of our inability to manage growth responsibly.
114671220483	Aug 21 2024 11:12 PM	Growth is not a positive goal. That is very hard for an elected official or city staff member to agree with because it is a threat to their positions. I challenge you to rethink the way you think, and make it a goal to shrink out community as a way of making it exclusive and restoring its character.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	Reverting back to the original rules for wetland management before SJWMD rules were adopted
114671031940	Aug 21 2024 04:45 PM	N US Hwy 1 looks like one giant junk yard. I know it was annexed from the county, but it would be nice if it could be held to the same standards as the rest of Ormond Beach. When family and friends come to visit, I take them the scenic route and bypass US 1 because it is not how I describe Ormond Beach to be.
114670698971	Aug 21 2024 09:51 AM	Please balance all decisions regarding development with environmental and quality of life impacts on our citizens and our city
114670649490	Aug 21 2024 08:44 AM	No to the fuel farm
114669990173	Aug 20 2024 01:05 PM	Parking for the Downtown area, we can build an Attractive Parking Garage centrally located. we have to manage our growth to accommodate businesses and people moving to our area.
114669277114	Aug 19 2024 02:55 PM	I would personally love to see a program initiative where any and all local businesses (I wish) would institute a program with the schools and local shelters or even the veterans hospital to allow employees to have 1 day a month to volunteer where they still get paid but have accountability for where the serve/volunteer. Maybe in the schools helping kids learn to read, help at pickup/drop off for traffic, help file, answer phones, copying for teachers, help with homework during school or immediately after school. Maybe they volunteer with veterans. Serve meals in shelters/soup kitchens. Do laundry? So many non-profits & schools need help & that would be businesses & citizens getting involved in our community to see the issues first hand and get directly involved in being a part of the solution without feeling the pain in your pocket or your family schedule. It would depend on background checks & obviously skill set, but it could really make a difference in our community & to our children & families & teachers & veterans, etc etc etc. community involvement is just not an easy initiative to tackle. I wish had all the answers, but I don't. I have ideas, but no proof that they will work. Better than sitting on our hands.
114669269523	Aug 19 2024 02:44 PM	Research communities that have expanded responsibly and follow steps taken to do so.
114668687484	Aug 18 2024 05:35 PM	Please consider not allowing developers to remove so many of the trees and plants. I've seen one development on Clyde Morris that kept a lot of trees and planted even more. It screens the development from the passerby's and vice versa. It probably absorbs auto pollution as a plus.
114668641041	Aug 18 2024 02:43 PM	We live in Tymber Creek and it's sad that Ormond Beach didn't continue with Tymber Creek and the Trails type of developments and build around the natural environment rather than clear-cutting and then sticking in a few trees
114668615233	Aug 18 2024 01:10 PM	Perhaps the police department should have some new facilities within the next 6-7 years. Daytona, Port Orange has really nice new facilities, why not our Ormond Police.
114668198516	Aug 17 2024 10:03 AM	Change department names from abstractions such as "state of mind" i.e. Leisure Servises to concrete concepts such as parks and recreation. Revisit the concepts of Open space and vacant land. Redefine a new park classification, to add an overlay park. Name City Hall to Ormond Beach Civic Park.
114668139144	Aug 17 2024 07:00 AM	Encourage use of empty businesses instead of building new ones
114667895547	Aug 16 2024 05:31 PM	Council must present a clear picture of the impacts of over-development on traffic, water, police, fire, schools, etc.
114667887645	Aug 16 2024 05:16 PM	We need economic development that isn't building ugly townhomes everywhere. LPGA is a blight and I avoid driving and shopping there. How about bringing in jobs and small business development?
114667826196	Aug 16 2024 03:35 PM	Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	City leaders need to listen to the citizens more, and less then the special interest groups
114667618395	Aug 16 2024 10:37 AM	Less apartments to slow the growth. Let us catch up with the infrastructure.
114667231607	Aug 15 2024 07:56 PM	Be smarter with the taxation monies, in regards to spending.

114667145463	Aug 15 2024 05:07 PM	Ormond downtown is an amazing, under utilized resource. If expanded north and south (New Briton and Tomoka Avenue), it can be a destination like Sanford and Daytona. For now, the narrow strip of Granada segregated by the huge bridge is stunting Ormond's growth potential.
114667062207	Aug 15 2024 03:10 PM	I live in an area of Ormond Beach that borders Holly Hill. The cooperation between both cities on maintaining the street and the stormwater is non-existent. there needs to be a partnership or attention paid to areas abutting of the jurisdictions. I often feel like we are in the wilderness here, not part of the city that we pay taxes to and we are proud to live in. it's a wonderful City and a wonderful place to live, keeping it small and keeping it well managed. will ensure a wonderful future for everyone.
114667038102	Aug 15 2024 02:41 PM	Granada Blvd. is overbuilt which is causing major traffic congestion. AIA is seedy and the landlords who own those properties like the tattoo parlor and the auto body shop should be encouraged to make those buildings more attractive.
114666951199	Aug 15 2024 12:53 PM	We need to do things for our infra structure, I.e., road enlarging & paving, utilities underground, maybe another bridge to get over to the Mainland for hurricanes.
114666835265	Aug 15 2024 10:32 AM	City input tin encouraging economic competition at the airport.
114666828954	Aug 15 2024 10:24 AM	THE CITY OF ORMOND BEACH DOES NOT NEED TO FOLLOW ADAPTE TO THE AGENDA 2030 MODEL AND THIS IS ALL BAD. I HAVE SEEN FIRST HAND WHAT THIS TYPE OF LEADING CAN DO
114666810987	Aug 15 2024 10:02 AM	Really, the impact of all the recent legislation, soaring insurance cost and HOA dues are putting undue duress on retired beach communities. There is o gluten of condos on the market because retirees can't afford the rising cost of insurance, cost of repairs insurance companies find an excuse to not cover, and the demands of recent legislation. We need help here. Aging septic tanks are next. We need some sort of grant to address this or else properties on the market will soar, and property values will tank.
114666790823	Aug 15 2024 09:33 AM	How to stop corporations from building in our community!!
114666783868	Aug 15 2024 09:22 AM	Don't keep building apartments, build single family homes.
114666778725	Aug 15 2024 09:14 AM	The last time a community wide survey about recreational needs was completed in order to create a master plan (just 2 years ago), mixed use trails and paths was CLEARLY the top need. YET.....no significant plans are being made to add more paths and trails in the MAIN part of the city. Yes, there are some plans for west of 95, but A1A is sorely in need of better & safer paths. More sidewalks are needed to keep pedestrians and bicyclists away from motor vehicles.
114666772970	Aug 15 2024 09:05 AM	Do not allow the government to be overrun by political goals as opposed to community preservation.
114666771043	Aug 15 2024 09:02 AM	We don't want to be responsible for the erosion of this city's environment and culture through mismanagement of resources.
114666757938	Aug 15 2024 08:39 AM	Please find and secure a variety of green spaces.
114666751186	Aug 15 2024 08:27 AM	it is bordering on criminal to approve clear cutting land on Granada for development and then it sits empty for years (parcel where only Wawa and car wash). What is the plan?
114666747414	Aug 15 2024 08:19 AM	Ormond Beach has gone downhill in the three years that I have been here. I cannot imagine what it will look like in 2045.
114666740302	Aug 15 2024 08:06 AM	No fuel farm, less land development, return nature
114666731152	Aug 15 2024 07:47 AM	Overall I believe the city is well run.
114666720961	Aug 15 2024 07:25 AM	I know and believe change is good but not when quality is taken away. Improve our beautiful town by enhancing roads, parks, land, keeping the beaches clean and dog free in OBS area and not just building more and more unaffordable communities. We moved here because of the quiet beachside vibe and that has been slowly taken away. Life isn't always just about money and development
114666710998	Aug 15 2024 07:04 AM	N/a
114666697578	Aug 15 2024 06:33 AM	Preserving the natural areas.
114666694775	Aug 15 2024 06:26 AM	Traffic congestion , the amount frivolous spending , the payroll for the most senior positions another access point for beachside residents Granada bridge getting way to busy
114666464798	Aug 14 2024 08:02 PM	Just please look at the basketball courts.
114666362934	Aug 14 2024 04:48 PM	Bring jobs and investment to Ormond Beach. Curb homelessness. If you can't afford to live here, move away.
114666349225	Aug 14 2024 04:28 PM	More affordable or free Summer programs for kids...I think Ormond needs a pool...other than the YWCA one..kids need to learn how to swim. Require stronger building codes for buildings to withstand climate challenges such as heat,storms. Need more Firestations /EMS further out West. Expand Hand Av. to West side of town for evacuation if needed...Granada US1 won't be sufficient. Plus I would like if people/groups buying LARGE parcels of land,give city a USE,even if down the road.Like the petroleum storage debate going on right now..oking a sale without knowing what "possible" use would be is like oking a tract of land ,without knowing it would be a "grow" farm for marijuana (before passing the bill).
114665329861	Aug 13 2024 01:11 PM	Improving public transportation within the city
114665286072	Aug 13 2024 12:15 PM	No oil tanks within 10 miles of a residential property!
114665110565	Aug 13 2024 08:24 AM	School overcrowding is a concern. Ormond needs it's own high school.
114664817062	Aug 12 2024 09:06 PM	Would like to see a true downtown area, not just a block of overpriced restaurants owned by the same person. Would like to see art festivals (Deland has one) would like some redevelopment of US1
114664604293	Aug 12 2024 03:14 PM	Please keep Ormond Beach small. Size isn't everything.
114664436526	Aug 12 2024 11:44 AM	Safety - to let Ormond be known that ppl/criminals will be prosecuted fully and that Ormond's ppl will be protected well.
114663461010	Aug 10 2024 07:47 AM	Another bridge?
114663107390	Aug 09 2024 02:44 PM	There should be more focus on aging in place and creating spaces where people can live work and play. Need to start thinking more about diversity and meeting a variety of needs.

		Don’t turn this into a Smart City or 15 minute city. We don’t need more density of businesses or homes.
114662811289	Aug 09 2024 07:00 AM	Avalon was the worst idea for this area. The one in Orlando is very ugly and awful. Large houses with tiny yards, limited driveway space and you can practically touch house to house. It’s what you’d expect in Orlando, not here. It’s not up to par with the existing Breakaway/Tymber Creek/Hunter’s Ridge communities.
114662808933	Aug 09 2024 06:55 AM	Moving the police station from current location and extending Hand Ave over I95 and Code Enforcement
114662582347	Aug 08 2024 08:41 PM	Please install push button light up signs and built into the crosswalks to the beaches for high visibility to motorists to stop.
114662219137	Aug 08 2024 11:28 AM	Tightening up the Comp Plan and following it.
114662087204	Aug 08 2024 08:44 AM	Affordable housing should be discussed. It needs to be addressed. Mixed-use developments so the city can grow-up.
114661810666	Aug 07 2024 10:18 PM	Do not sell out for money. Do not sell us out for overdevelopment and commercialization.
114661789054	Aug 07 2024 09:32 PM	Stop Over developing our landscape. It's hideous what has happened in that back of Halifax Plantation and along Plantation Pines. You Have ruined why we moved here
114661642825	Aug 07 2024 04:59 PM	If a developer or individual purchases a piece of property, the zoning should not be changed from what exists when purchased to suit the buyer
114661405401	Aug 07 2024 11:58 AM	I hope officials are taking appropriate actions to save our beach.
114661400920	Aug 07 2024 11:53 AM	Pedestrian safety; traffic congestion; walkability; public art
114661237761	Aug 07 2024 08:27 AM	A moratorium on development. Greater concern about Green Space. Addressing the horrendous traffic situation that is only getting worse with the overdevelopment.
114661224319	Aug 07 2024 08:04 AM	Ormond Beach, going downhill like a snowball.
114661215165	Aug 07 2024 07:48 AM	Better use of the vacant OB Municipal golfcourse. Radial zones around densely populated areas to eliminate specific heavy industrial use.
114661165417	Aug 07 2024 06:08 AM	Leaving a police sub station on the east side , when the main station is moved. To not forget the older established east side , as people move west.
114660979273	Aug 06 2024 10:55 PM	We need more speed bumps through the city. Too many speeders and not enough police.
114660966685	Aug 06 2024 10:26 PM	Stop developing everything! Your community needs you to focus on improving what's here instead of building more. You are chasing away good families that contribute to the community for businesses that don't even attempt to fill existing open storefronts so we will just continue to look more and more like Holly Hill.
114660919281	Aug 06 2024 08:45 PM	We are happy to be living in this pretty community. Let’s keep it that way
114660864064	Aug 06 2024 06:54 PM	STOP BELVEDERE TERMINALS!
114660764770	Aug 06 2024 04:26 PM	Overbuilding and traffic congestion
114660722238	Aug 06 2024 03:37 PM	We need to ensure that areas around schools, residentual
114660696241	Aug 06 2024 03:09 PM	Save the open spaces we have and add more recreation.
114660685176	Aug 06 2024 02:57 PM	Control growth to maintain small town status, fight dangerous fuel farm, limit traffic, address flooding.
114660663180	Aug 06 2024 02:29 PM	Golf Course, SAFE bike and footpaths or extra wide shoulders for any new or updated streets.
114660548241	Aug 06 2024 12:14 PM	Rezone Hull Road. Deny services for fuel farm.
114660542884	Aug 06 2024 12:08 PM	It would be nice to redevelop the downtown area. Do something about the traffic on Granada Blvd. Finish Timber Creek to LPGA Blvd. Finish Hand Ave. to Timber Creek.
114660539317	Aug 06 2024 12:04 PM	Please keep Ormond Beach residents safe, Sheriff Chitwood needs better support with the local judicial system. It makes no difference if the law enforcement arrests bad people if the courts let the drug dealers and murderers out with a slap on the hand. Can your tax payer money support keeping criminals in jail that should have received the death penalty at $100K cost per year for incarceration? I am tired of it!
114660497660	Aug 06 2024 11:16 AM	Don’t make this another Miami. People want to live where it’s nice looking and clean. Don’t overcrowd everything in the city by over building.
114660496826	Aug 06 2024 11:15 AM	Definitely focus on improving school education. Please help improve home values by maintaining roads and removing crime. We are all very concerned about the increase in rental apartments in Daytona beach right along the Ormond Beach border and how that will impact crime and safety.
114660490029	Aug 06 2024 11:08 AM	Stop increasing densities of developments, focus on the existing residents quality of life and stop giving money away for economic development.
114660452468	Aug 06 2024 10:24 AM	I believe I’ve made myself clear. Y’all are ruining the area!
114660450767	Aug 06 2024 10:22 AM	Establishment of an OB community center run by the city.
114660444357	Aug 06 2024 10:15 AM	We are losing the Ormond Beach charm.

Community Engagement Meeting

(August 26, 2024)

Comments and Input

Comprehensive Plan 2045 Update Comment Card

Element: Recreation & Open Space

Comments:

My comment applies to all elements. How much funding is planned for beachside Growth is obviously west, but beachside is dd-

tweldon22@gmail.com

Comprehensive Plan 2045 Update Comment Card

Element: Bocce Ball Courts

Comments: I would like three (3) or more Bocce BALL Courts for playing competitive Bocce BALL Games.

I am ready, willing and able to volunteer on a Committee to assit in getting Boccee Ball Courts. ADD other volunteer areas

Linda Ward 305-872-2334 (ward2230@bellsouth.net)
52 Byron ELLNOR DR.
ORMOND BCH

Comprehensive Plan
2045 Update
Comment Card

Element: Golf

Comments: We need a golf course in Ormond Beach that the average guy/gal can use. Most cities our size have 1-3 public golf courses.

Comprehensive Plan
2045 Update
Comment Card

Element: Recreation (Parks + Rec)

Comments: Need to add "Waterfront or Waterways Access" so city can aquire grants/funding

Comprehensive Plan
2045 Update
Comment Card

Element: Housing Element

Comments:

WHERE IS THE NEW HIGH SCHOOL, MIDDLE, ELEMENTARY GOING? DO WE HAVE LAND SET ASIDE FOR THESE WITH LOGISTICS THAT TIE INTO CURRENT DENSITY & STUDENT NEEDS?

Comprehensive Plan
2045 Update
Comment Card

Element: Housing

Comments: Concerns about low income & mid-income housing. Brings in crime, residential property downgrades.

How will the standards of low or med income be calculated? Who determines low income?

Comprehensive Plan 2045 Update Comment Card

Element: Housing

Comments: Develop partnerships so that all citizens have a safe, decent place to live. Look at current zoning & building regulations to ensure that projects address this issue. ~~and~~ Think about form based zoning etc. ADV –

Comprehensive Plan 2045 Update Comment Card

Element: HOUSING

Comments: policy 4.1.5
NO Low INCOME housing to be dictated By the City

Comprehensive Plan
2045 Update
Comment Card

Element:

Comments: WALKABLE VOLUSIA.ORG
More mixed-use
More multifamily zoning
More in-fill

Comprehensive Plan
2045 Update
Comment Card

Element: Parking

Comments: encourage shared parking of compatible / off hour uses

Comprehensive Plan
2045 Update
Comment Card

Element: For Cassen Park Plan:

Comments: Encourage signage that leads Boating visitors to walk to different local sites..

Example:

Rose Villa → .1 miles

31 Club → .1 miles

Billy's Taproom ← .5 miles

Comprehensive Plan
2045 Update
Comment Card

Element: Parks

Comments: what is going on with Cassen Park — are they selling it? Upgrading? or?

Comprehensive Plan
2045 Update
Comment Card

Element:

Comments: REGROW THE LOOP STATE / COUNTY

Comprehensive Plan
2045 Update
Comment Card

Element:

Comments: Bob Coleman — 676-7433
asking about using drones @ Nova Cemetery
Between Trails & Nova Rec.
Can it be opened for drones

Comprehensive Plan
2045 Update
Comment Card

Element: Code Enforcement

Comments: Do we have any??

Comprehensive Plan
2045 Update
Comment Card

Element: Transportation

Comments: Make "multi-modal" more than a buzz word! Also don't solve traffic problems by building more roads! Does not work.

Comprehensive Plan 2045 Update Comment Card

Element:

Comments:

Name: Andrea Meneses

ydnameneses@gmail.com

Interested in advisory board, volunteer work for the city

email advisory Board Clerk office

Comprehensive Plan 2045 Update Comment Card

Element: Public School

Comments: - assignment of students to local schools

Connie Colby 386-871-2757

conniecolby2@gmail.com

Comprehensive Plan 2045 Update Comment Card

Coastal Management ELEMENT

Element: BEACH ACCESS - Public access to the Beach

Comments: (GOAL 6)

Beautification of landscaping along side entrances.

Paintings of fish, shells, beach life, turtles ON Concrete Boundries, walls, etc.

Linda Ward 305-872-2334, ward2230@bellsouth.net (ELLINOR VILLAGES)

Comprehensive Plan 2045 Update Comment Card

Element:

Comments:

Bldg upfront facade

Comprehensive Plan 2045 Update Comment Card

Element: Utilities

Comments: City should (must?) install more underground utilities, especially beachside. Cost recouped after 3 hurricane events! Not to mention loss of life.

Comprehensive Plan 2045 Update Comment Card

Element: utilities

Comments: Please look into removing fluoride from our drinking water.

Comprehensive Plan 2045 Update Comment Card

Element: Expand Reused Water

Comments:

Expand to Granada to Central Parks area.

Housing Element

TRANSFER ALL PARK LAND NOW!

'IT'S BEEN 20 YEARS'

In certain areas allow ADUs

REMOVE STIGMA OF MULTIFAMILY ATTAINABLE HOUSING!

Affordable Housing is needed if our children want to stay in the area!

ALLOW SERVICE CONTRACTS BETWEEN CITY of OB + PROPERTY OWNERS TO:

PLAN
PLANT
PAR
PROGRAM

> COMMUNITY FOREST.

Bocce Ball Courts

Pickel Ball Courts

1. Billy's Taproom & grill. Street facing facade is an eyesore. Needs a repair: Policy 2.2.2

2. Public Art should be included in this Element.

3. Special events at Casements - parking is a Real issue. what can be done?

PROTECT ROADWAYS WITH BEST PRACTICES FOR COMMUNITY FOREST. "E OSLT THE LOOP.

* Put sidewalk on John Anderson!
more roundabouts

TREES ARE CAPITAL IMPROVEMENTS - COMMUNITY FOREST.

TREE TO BE INCLUDED IN THE ANNUAL CIP ! 2 3 4 5

- - - -

* Put a sidewalk on John Anderson !

1: Not sure if this is the right place... Create an ordinance that does not allow "Smoke"- Vape Shops in the Downtown - Mainstreet area

2 I totally agree w/ the above Concerns. - Devalues property.

3. Ditto above!

4. Ditto... Please come up with an ordinance to prevent any more Smoke/Vape/CBD shops on main street of Ormond (Granada)

5. FDOT, Volusia County, Ormond Beach and Florida State Park system working together, PARTNERING, to protect the natural resources, educate our residents in good gardening practices and care for THE LOOP. Ormond Scenic Loop and Trail National Scenic Byway.

6. Enforce codes in neighborhood! Proactive - trailers, sheds, overnight street parking, boats, parking on lawns - Don't let neighborhoods turn into slums.

Future Land Use Element

1. Clear cutting of land.
2. Concern with density
3. VACANT LAND WETLAND OVERLAY
4. INCLUDE ReGrow Volusia w THE LOOP MAP
5. DELETE "OPEN SPACE" ADD PARKS
6. Concern for 58 E Granada - Vacant for years - needs follow up & owners need to take care of declining Street facing facade.
7. Traffic Concerns ?
8. Existing services - medical, can they keep up with demands?
9. MORE MIXED-USE / LESS SPRAWL
10. Entertainment destinations
11. Mowing (Quit) all the trees down, bringing in mounds of dirt/fill, flooding neighbors that have been here for years, AND City/Mayor Sending current previous owners letters to get flood insurance

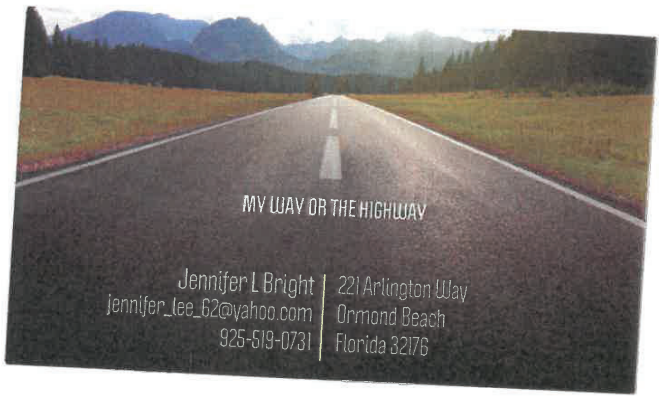
SMART GROWTH

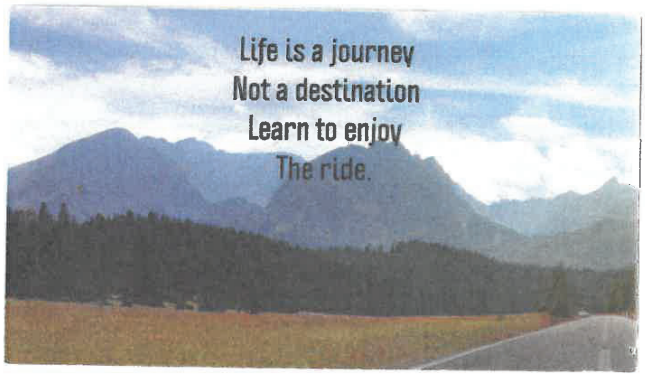
Most people, when observing the use of the word SMART in reference to community planning, or as an attached label to power meters and home appliances, believe it refers to "intelligent," Unique," or "Scientific" new ideas for protecting the environment and cutting our carbon footprint. In fact, the use of the word SMART is actually engineering lingo meaning:

S- Specific
M-Measurable
A- Achievable
R –Relevant
T-Time Oriented

In other words, use of the acronym SMART means a controlled outcome in a specific period of time.

Agenda 21, Agenda 2030, Green New Deal = S.M.A.R.T!





UTILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 1 - Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.

If forced to connect, why should they pay?

The city just issued bonds for water and sewer projects (13 million new, 25plus million in 6 other bonds), so Everyone has to pay?

Page 4 - Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system.

LDC that governs the appropriateness of phasing out septic tank systems in favor of connecting to publicly owned treatment systems.

City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system

The City appears to go after individual property owners to pay for connecting to water and sewer, but bonds are taken out to pay for the big developments. Why the disparity ?

Page 8 - Stormwater Utility Fee shall be chief funding source for stormwater implementation.

Who determines the Fee? How often and what are the rules around them? Why is this not a ballot initiative to see if folks what to pay for it?

Page 17 - The City will participate in the "Keep Volusia Beautiful" program to control the problem of littering and illegal dumping.

What is the Cost? Why cant we just enforce current laws to control the problem?

Page 20 - City shall continue to administer an emergency water shortage plan.

What is our emergency water shortage plan? Where is it located?

Page 22 - The City shall determine water supply levels-of-service in conjunction with the St. John River Water Management District.

Do we get our water from the St. John River Water Management District? If yes where is the LOSS located. If No why do we have a LOS with them?

Page 23 - The City shall work through the Water Authority of Volusia (WAV) to incentivize water conservation

WAV after existing four years, spending $5.37 million and producing not a single drop of **water**, the **Water Authority of Volusia** was **stripped** of its **power** to be the county...article date Mar 2007.

Thi
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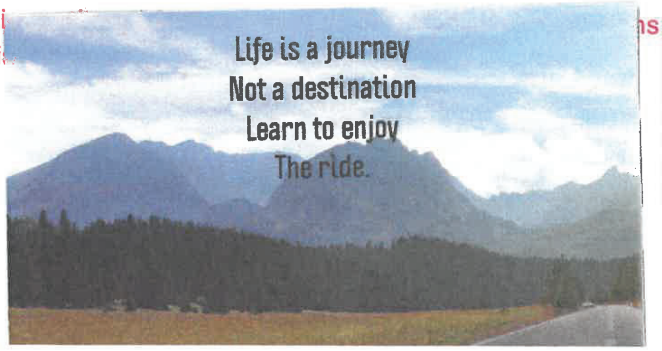
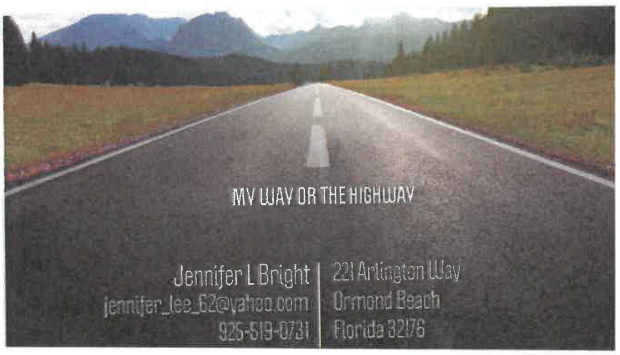




CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 2 - central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.

Are you going to guarantee connection to public sewer being you are not allowing septic tanks ?

Page 5 - Site Plan Review Committee

Who makes up the Site Plan Review Committee? Is it Staff? NGO? Citizens?

aesthetic qualities of the community.

Who determines the aesthetic qualities of the community.

Page 6 - In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

Why does the city feel eminent domain is the best way to go? I see this as a land grab/

Page 9 - The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

The city has the obligation to the private property landowners, why does the city feel it can regulate use on private land?

Page 13 - the City should discourage the use of individual non-potable wells.

Once again why is the city working against the privet landowner?

Page 16 - The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.

Why would the city think drinking sewer water would be good. NO SEWER TO TAP!

Page 17 – expand its FLUCCS inventory and make such information available to land developers.

Where is the FLUCCS inventory now located? Is it only available to land developers?

Page 18 – habitat corridors and buffers of sufficient length and width

What are the buffers and definitions of habitat corridors ? what is the equation to come up with?

Page 21 Site Plan Review Committee

Who are they ?Staff? NGO? Citizens

Page 24- The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.

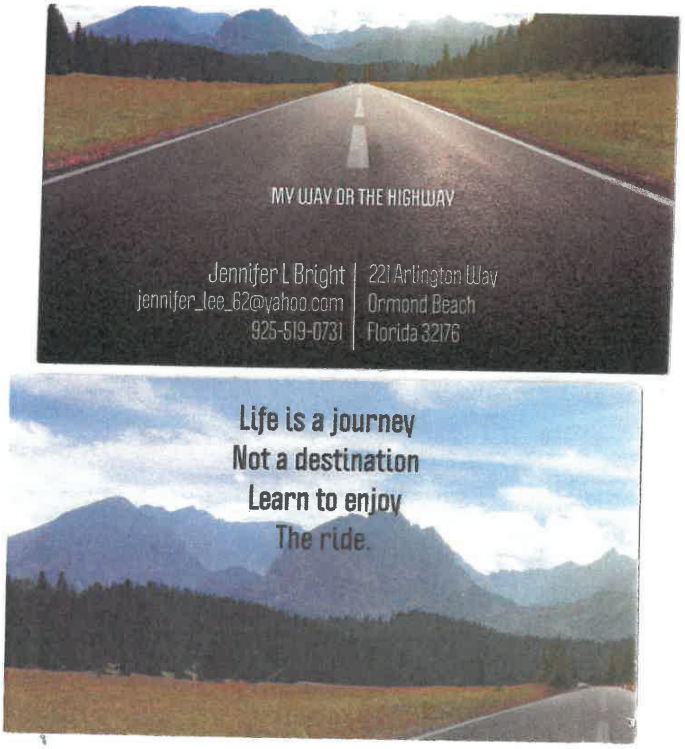
What right does the city have to use eminent domain to acquire land?

Page 35 - City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. ..... tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City.

Who does the city think they are to mandate a land conservation easement ? This is theft by the City.

the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek and the Halifax River.

Why does the city need to buy all this land? This is a land grab to keep honest folks from purchasing property



TRANSPORTATION ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 2 – Privately Orgianized Transportation Management Initiative (TMI) Operated thru the Chamber of Commerce or Economic Development Organization, and host TDM (Transportation demand management) initiatives.

NGO's running government functions. This not how a transparent government works

preserving future ROW corridors.

How do you preserve something that does not exist?

Page 6 - Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

To far in advance is a waste of money. How many times has this been done for Ormond Crossings? Over 20 years in the making.

Page 7 - said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs): a) A1A from SR 40 south to the city line; to support intensified mix use development and redevelopment

So not only are you going to push low income housing you are going to support intensive mix use development. This is not good for the residents that live there

Page 8 - City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County's Traffic Impact Assessment Guidelines which is applicable to the City's TCEAs.

YES or NO have you entered into interlocal agreements

Page 11 - The City shall adopt a redevelopment plan for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into the comprehensive plan through an amendment to the comprehensive plan

Was this incorporated into the comprehensive plan and if so where?

Page 12 - Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.

Where do we find this information?

City shall permit a payment in lieu of sidewalk construction for development if it is determined that the need for sidewalk is much greater in other areas of the city.

When payment was taken in lieu of sidewalks how much money was taken and where were the sidewalks put in and what was the cost?

prepared by the VTPO

Who is VTPO have searched for in whole document this is the only time this abbreviation was used?

The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation

Why does the city think they are qualified to educate the public about walking

reducing the need for new or expanded automobile and automobile parking facilities.

With the growth in population the city wants to reduce parking. This is beyond stupid

Page 13 - on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20% for all development and redevelopment along a recognized Multi-Modal Corridor.

Once again the city plans to reduce parking. I think you mistitled the Plan, it should say Ormond Beach 2045 Agneda 2030/The Green New Deal

Page 14 - All new developments that may be considered significant traffic generators shall provide a traffic impact assessment

What constitutes a significant traffic impact?

Page 15 - Constrained roadways may be improved through road reconstruction or efficiency improvements.

What Constitutes a Constrained roadway?

Are efficiency improvements Bike Lanes? If not, what are they?

Page 16 - Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.

Who is the city to dictate how a property owner association takes care of their landscaping?

The City shall assist the Corridor Management Entity to implement the vision statement

Who is the Corridor Management Entity and what are they made up of ? NGOs?

Page 17 - Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI)

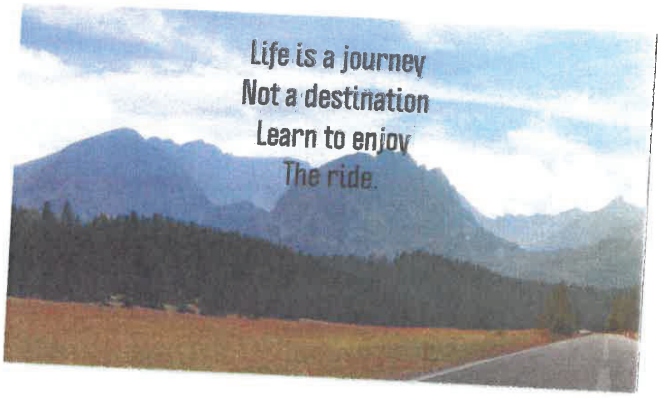
Why are we working with NGO's?

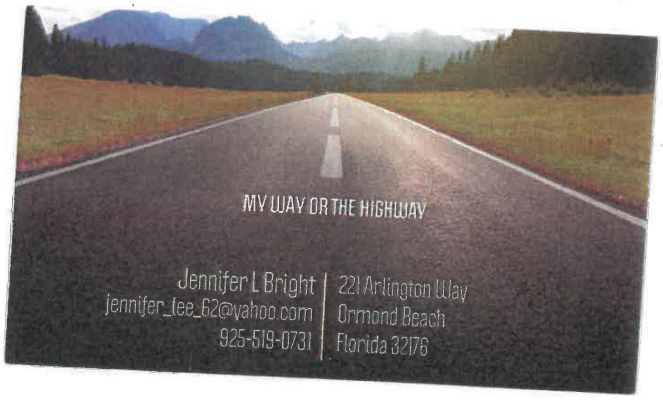
Page 18 - Require all development and (re) development to incorporate bicycle facilities such as bike racks and require all developments to also incorporate lockers and showers to support employees to walk or bicycle to and from work.

The city is overreaching their role, why do they think they can tell employers to add expense to their business?

Page 19-25 All to do with Ormond Crossings

Once again pages just as in the FUTURE LAND USE ELEMENT section on an area of the city that does not exist. The 20 plus year push for the development of a 15 min city by Ormond Beach is scary.


Life is a journey
Not a destination
Learn to enjoy
The ride.


MY WAY OR THE HIGHWAY
Jennifer L Bright
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Ormond Beach
Florida 32176

RESOLUTION 2006-263

A RESOLUTION SUPPORTING THE DESIGNATION OF THE ORMOND SCENIC LOOP & TRAIL AS A FLORIDA SCENIC HIGHWAY AND NATIONAL SCENIC HIGHWAY; SUPPORTING THE ORMOND SCENIC LOOP AND TRAIL CORRIDOR MANAGEMENT PLAN (CMP); AUTHORIZING TRANSMITTAL OF SAID DOCUMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, a Corridor Advocacy Group, known as the Ormond Scenic Loop & Trail Corridor Advocacy Group, has been formed for the purpose of advocating the proposed Ormond Scenic Loop & Trail, as provided by section 335.093, *Florida Statutes* and 23 U.S.C. §162 for the designation and implementation of a Florida Scenic Highway and National Scenic Byway, respectively; and

WHEREAS, the proposed Florida Scenic Highway and National Scenic Byway advocated the Ormond Scenic Loop & Trail begin at the Volusia County line on SR A1A extending southward to Granada Boulevard, proceeding west to North Beach Street, also referred to as Old Dixie Highway, with an extension westward along Pine Tree Drive to the Tomoka Sate Park boundary, continuing north along Old Dixie Highway to the intersection with Walter Boardman Lane, extending east along Walter Boardman Lane to Highbridge Road through to SR A1A and continuing south along John Anderson Drive until the corridor terminates at Granada Boulevard.

WHEREAS, the purpose of the scenic highway and byway designations is to protect, enhance, preserve and maintain the intrinsic resources of the designated corridor, while utilizing these resources for appropriate economic development, recreation, and tourism; and

S:\CITY COMMISSION ITEMS\RESOLUTION\2006\12-19-06\06-263A ORMOND SCENIC LOOP & TRAIL CORRIDOR MNGMNT PLAN (CMP) SUPPORT P06-0294.DOC 12/12/2006 12:53


Flagler Beach
Bulow Plantation State Park
John Anderson Dr.
Gamble Rogers State Park
Flagler Beach Water Tower/Dog Beach
A1A
Old Kings Rd.
North Peninsula State Park
Smith Creek Landing Beach Access
Walter Boardman Ln.
Exit 278
High Bridge Rd.
Bulow Creek State Park
Ormond Tomb Park
Old Dixie Hwy.
Dunnett's Sugar Mill Ruins
Ocean Shore Blvd.
Atlantic Ocean
Tomoka Basin
John Anderson Dr.
Ormond-By-The-Sea
Bicentennial Park
Pine Tree Dr.
Exit 273
1
Halifax River
N. Beach St.
Tomoka River
Tomoka State Park
Flagler County
Volusia County
95
Ormond Beach
Granada Blvd.
40
A1A
Exit
ORMOND SCENIC LOOP & TRAIL
N

The Woods of Ormond Beach

Ormond Beach, Florida • Volusia County

One of the largest landowners in the nation, Weyerhaeuser NR Company, has placed five large timber tracts on the market.

Now called The Woods of Ormond Beach, this is a rare opportunity to purchase more than 7,000 acres of land that is forested and loaded with merchantable timber.

Timber cruise available upon request.

The Woods of Ormond Beach is a 7,086 acre forested tract located in Ormond Beach, Florida in Volusia County. Large portions of the property's north border are contiguous to the Flagler County line. Located just 10 miles west of I-95, Ormond Beach, and the East coast, the property is a prime location for future development. Close to beaches, dining, entertainment, shopping, and entertainment, all are but a minutes drive. In addition, the property is only an hour's drive to Orlando and Daytona.

Ormond Beach is known as "a small town with a big city flair and old-fashioned comfort" and draws people to it's quaint southern charm.

Historically, it became the "birthplace of speed" in 1903 and gained worldwide fame by attracting daring drivers who chased speed records on its wide, hard-packed, sandy beach.

The Woods of Ormond Beach is included in the Deltona-Daytona Beach-Ormond Beach MSA, which has a population of 600,756. It is only five miles from new construction and upscale residential areas, where the emerging housing market is growing.

The Woods of Ormond Beach tracts are contiguous except for 828 acres, which are located one mile west of the main property. Running through the center of the main property is three miles of frontage on SR 40, a main highway which runs east to west across the state.

The western 828 acres tract encompasses almost two miles of "Little Haw Creek" that bisects that tract from north to south, offering a serene paddle way through an old Florida cypress swamp that leads to Lake Disston.

Development potential is perfect for large planned communities. The property has an approved Planned Unit Development (PUD) that allows 355 equestrian housing units. The PUD can be modified by using the Subdivision Conservation land use category. This use allows additional residential units and some commercial use.

Heavily wooded, the property has merchantable timber available. A timber cruise was recently completed that resulted in site indexes above normal in many areas. The property's timber stand information is available.

Currently, the land is being used as a large industrial timber tract with potential commercial or residential use.

The Woods of Ormond Beach is a developer's dream! An excellent investment property with a great location, population, and much potential; perfect for commercial or residential development.

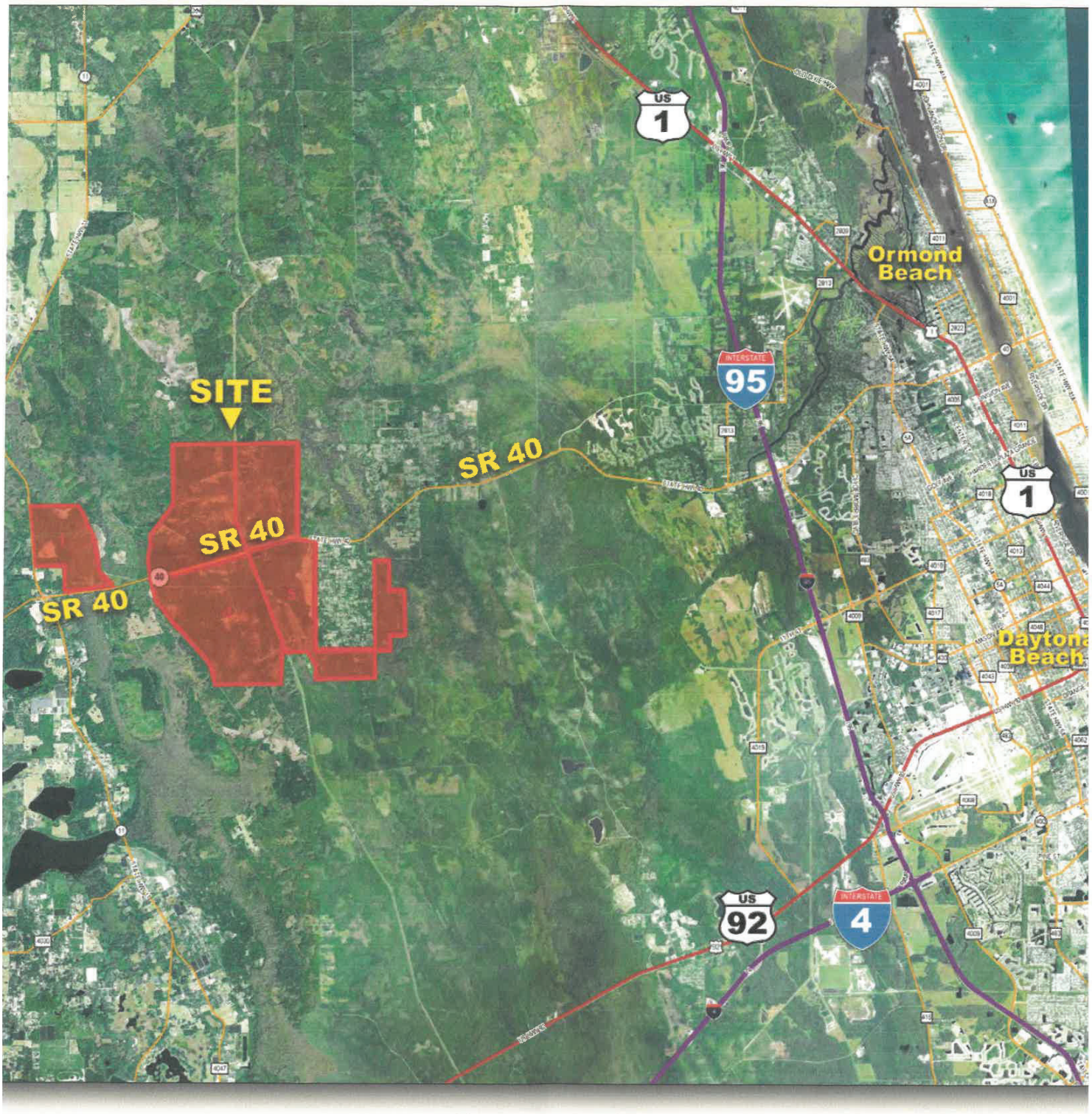
SRELand.com/OrmondBeach

Approved PUD
Merchantable Timber
Potential Commercial or Residential Use

The Woods of Ormond Beach

Ormond Beach, Florida • Volusia County

7,086 +/- Acres



Approved PUD
Merchantable Timber
Potential Commercial or Residential Use

Comments/markups from Alan Burton

PARK

RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES

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OBJECTIVE 1.2. MAINTENANCE 2
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RECREATION AND ~~OPEN SPACE~~ PARK ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 1. RECREATION AREAS AND FACILIITES

PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIOAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS.

OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS

The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.

POLICY 1.1.1.

The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

POLICY 1.1.2.

Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.

POLICY 1.1.3.

The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

POLICY 1.1.4.

The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

POLICY 1.1.5.

Alligator Island shall be maintained under the ~~Open Space~~/Conservation land use designation.

POLICY 1.1.6.

The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic

interaction, and population growth. Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy.

a. Coordination with other City departments and civic groups of studio (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency.

b. Coordination of or liaison to the development of other community enhancement projects (e.g., Santaland Art in the Park, and Easter Egg Hunt).

c. Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.

d. Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs.

e. Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs.

f. Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.

OBJECTIVE 1.2. MAINTENANCE

To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City's ~~Leisure Services~~ Department in order to promote public use and community pride, and discourage vandalism.

POLICY 1.2.1.

The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.

POLICY 1.2.2.

The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.

POLICY 1.2.3.

By 2025, the City shall develop a facility at Central Park to support after school programs and other activities.

POLICY 1.2.4.

The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage.

POLICY 1.2.5.

The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.

OBJECTIVE 1.3. LAND USE COMPATIBILITY

Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

POLICY 1.3.1.

Use park systems ~~or open space~~ to buffer incompatible land uses, where parks ~~or open spaces~~ are compatible with these land uses.

POLICY 1.3.2.

To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.

POLICY 1.3.3.

To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

OBJECTIVE 1.4. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its parks, recreation, and ~~open space areas,~~ COMMUNITY FOREST facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.

POLICY 1.4.1.

The ~~Leisure Services~~ Department shall develop and distribute literature and maps listing the parks, ~~leisure service~~ FACILITIES sites, and historic sites located within the City, their facilities, location, and operating hours. ↑OSLT

POLICY 1.4.2.

The ~~Leisure Services~~ Department shall, prepare an annual report that in general describes the status of for presentation to the City Commission that department's functions in the City; assess the general needs of the population; describes event which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and proposed solutions to these areas of concern.

OBJECTIVE 1.5. FUNDING

The City shall develop a fiscally sound public parks recreation facilities program.

POLICY 1.5.1.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

POLICY 1.5.2.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.

b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.

c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.

d. The fee schedule shall be reviewed and updated on an annual basis.

POLICY 1.5.3.

The City shall continue to financially support the activities, events, and programs offered by the Leisure Services Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.

POLICY 1.5.4.

The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.

POLICY 1.5.5.

New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and the City Land Development Code.

POLICY 1.5.6.

The City shall continue to charge a non-residents fee determined by the Leisure Services Department and the City Commission for the use of City recreation facilities.

POLICY 1.5.7.

The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.

POLICY 1.5.8 — THE CITY SHALL UTILIZE DONATIONS + GIFTS

OBJECTIVE 1.6. BEACH ACCESS

The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities.

POLICY 1.6.1.

Participate in and encourage State, Regional, and County programs to provide on and_off-site beach parking.

OBJECTIVE 1.7. BICYCLING OPPORTUNITIES

Safe bicycling opportunities, for both recreation and transportation, shall be provided within the city where possible.

POLICY 1.7.1.

Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.

POLICY 1.7.2.

The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT to promote a bicycle safety program; this shall include a program in the schools and a media information program.

POLICY 1.7.3.

Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.

POLICY 1.7.4.

The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.

POLICY 1.7.5.

When providing bicycle and pedestrian pathways the City shall determine, through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.

POLICY 1.7.6.

The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

POLICY 1.7.7

To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and ~~open space~~ facilities.

POLICY 1.7.8

The following criteria shall be used in prioritizing bicycle facility improvements:

a. Beach access points and crossings;

b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas.

c. Lack of alternative routes;

d. Streets serving important transit stops;

e. Areas exhibiting high incidence of vehicle accidents with bicycles; and

f. Arterial and collector streets.

POLICY 1.7.9

The City, in cooperation with the County and FDOT, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

OBJECTIVE 1.8. CONSERVATION

Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities.

POLICY 1.8.1.

The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.

POLICY 1.8.2.

New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.

POLICY 1.8.3.

The City shall acquire sensitive lands to meet ~~open space~~ PARK objectives and/or adopt regulations to protect and enhance the functional values of such lands. + TREES +

OBJECTIVE 1.9. ADA STANDARDS

Public recreation facilities shall both accommodate and integrate handicapped and disabled persons consistent with Federal and State standards.

POLICY 1.9.1.

The City shall provide physical programs for the handicapped and disabled of all ages, based upon demand.

POLICY 1.9.2.

Recreation facility construction or renovation shall be designed to accommodate and integrate the handicapped and disabled consistent with Federal and State ADA standards.

POLICY 1.9.3.

When possible, handicap access to the beach shall be improved by the process of handicap parking spaces and pedestrian beach access ramps.

POLICY 1.9.4.

Playgrounds shall include handicap and disability accessible and usable facilities, to integrate handicapped children into the mainstream.

POLICY 1.9.5.

The City shall construct playgrounds oriented towards handicapped children.

OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost-effective services to the public.

POLICY 1.10.1.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

POLICY 1.10.2.

The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.

POLICY 1.10.3.

The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to:

Florida Recreation and Development Assistance Program;

Land and Water Conservation Fund Program;

Florida Forever;

Florida Boating Improvement Program;

Save our Rivers Program (SJRWMD);

Ponce DeLeon Port Authority;

Florida Inland Navigation District;

Florida Communities Trust Program; and

ECHO.

RECROW VOLUSIA

POLICY 1.10.4.

The City shall continue to submit applications for grants under programs sponsored by various State and regional governments including the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, and the Florida Inland Navigation District.

POLICY 1.10.5.

The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.

POLICY 1.10.6

Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the East Coast Greenway, as well as other state trail systems.

OSLT

OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES

The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the Recreation and ~~Open Space~~ PARK Element. The following policies shall apply to the review of development activities and the conduct of public activity.

POLICY 1.11.1.

The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system:

a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.
b. Ensure the protection of natural vegetation and unique land features. NATIVE TREES + PLANTS
c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
d. Maintain and protect major environmental areas, TREES, parks, preserves, wildlife management areas and refuges.
e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element.
f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance.
g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.

POLICY 1.11.2.

Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.

POLICY 1.11.3.

Designated ~~open space areas~~ PARKS encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of

development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.

POLICY 1.11.4.

Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.

POLICY 1.11.5.

Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.

OBJECTIVE 1.12. LAND ACQUISITION

The City shall continue to increase the public provision, protection and enhancement of open space by utilizing the Volusia County Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar programs to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.

POLICY 1.12.1.

Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of open space areas from public areas and private enterprises.

POLICY 1.12.2.

Open Space areas shall be preserved for the following types of development:

a. Residential development required to provide park needs and open space areas as required by the Land Development Code.

b. Planned overlay districts required to provide open space and common open space per the Land Development Code.

c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements.

d. Non-residential development required to provide open space areas as required by the Land Development Code.

OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY

Provide for recreational corridors to link the City-owned parks as well as ~~other open space~~/conservation areas.

POLICY 1.13.1.

The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.

POLICY 1.13.2.

The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Code.

POLICY 1.13.3.

The City shall continue to coordinate with utility companies the potential multi-use concept for ~~open space~~ and recreation uses within utility easements.

POLICY 1.13.4.

To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.

POLICY 1.13.5.

~~Open space~~ systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, above ground boardwalks and limited passive areas designated for picnicking.

POLICY 1.13.6.

Public access to the beach and waterways shall be provided in accordance with the policies under Goal 7 of the Coastal Management Element.

OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER

The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate facilities to serve the residents of Ormond Crossings.

POLICY 1.14.1.

Within 90 days of the effective date of the comprehensive plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.

POLICY 1.14.2.

The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided up to 5 separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple parks sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.

POLICY 1.14.3.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center.

a. A public community center with a minimum of 6,000 square feet of building area;
b. A trail system, including a minimum of .75 miles of hard surface walkway;
c. 1 Picnic shelter with restrooms;
d. 1 soccer/football field;
e. 1 baseball/softball field;
f. 2 outside basketball courts with lights;
g. 2 shuffle board courts;
h. 1 bocce ball court;
i. 1 tennis court; and
j. 1 racquetball court.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 2,000th dwelling unit.

a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet;
b. A trail system, including a minimum of .525 miles of hard surface walkways;
c. Passive park area of 36.5 acres;
d. 1 off-leash dog park;
e. 1 covered playground area;

f. 1 baseball/softball field;
g. 2 outside basketball courts with lights;
h. 2 shuffle board courts;
i. 1 bocce ball court;
j. 2 tennis courts; and
k. 1 racquetball court.

The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.

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CONSERVATION ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 1. WATERSHEDS, LAKES AND RIVERS

THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.

OBJECTIVE 1.1. SPECIES DIVERSITY

The City shall maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.

POLICY 1.1.1.

The City shall continue to cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.

POLICY 1.1.2.

The City shall continually identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said activities shall be incorporated into the Land Development Code.

POLICY 1.1.3.

The City shall continue to request that the State adopt an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.

POLICY 1.1.4.

The City, in cooperation with State, regional, and local agencies, shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values, of spoil islands. BY USE of NATIVE VEGATATION

OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION

The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.

POLICY 1.3.1.

On a continuous basis, the City shall support and promote programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.

POLICY 1.3.2.

The City shall coordinate its water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort. OF POINT SOURCE & WATER TO THE HALIFAX INTRUSION

POLICY 1.3.3.

In cooperation with State, regional, and local agencies, including the Volusia County Sheriff's Department, the City shall participate where possible in a river safety program that utilizes to the maximum extent possible miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.

OJBECTIVE 1.4. ECOLOGICAL BALANCE

The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources. A PARK

POLICY 1.4.1.

On a continuing basis, the City shall coordinate the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

POLICY 1.4.2.

On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.

POLICY 1.6.1.

All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.

POLICY 1.6.2.

The City shall maintain the zoning district entitled "Special Environmental District" (SE). The following criteria shall apply to the implementation of this policy:

A. The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines:

   1. not protected preserved by a conservation easement; and
   2. or part of an approved Master Land Use Plan for a Planned Residential Development.

   This area includes mosquito impoundment districts.

B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

C. THE OSAT.

POLICY 1.6.3.

In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

POLICY 3.5.8.

The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.

POLICY 3.5.9
THE USE of ATMOSPHERIC WATER GENERATION SHALL BE CONSIDERED WHENEVER + WHEREVER POSSIBLE

GOAL 4. POTABLE WATER

THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND FUTURE DEMANDS WITHOUT HARMING GOUNDWATER RESOURCES.

OBJECTIVE 4.1. POTABLE WATER SERVICES

Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.

POLICY 4.1.1.

The City shall provide potable water service to existing or platted subdivisions throughout its service area.

POLICY 4.1.2.

The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.

4.1.3 AWG WHEN POSSIBLE

OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION

The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.

POLICY 4.2.1.

The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells, and are in need of central water service.

POLICY 4.2.2.

The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

POLICY 4.2.3.

The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following:

a. Interpret District procedures associated with declaring and rescinding a water shortage;

GOAL 5. VEGETATION

THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.

OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES

The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.

POLICY 5.1.1.

An inventory of ~~natural~~ NATIVE vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.

POLICY 5.1.2.

The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to ~~land developers~~ ALL RESIDENTS.

POLICY 5.1.3.

Ecologically viable portions of natural upland plant ~~communities~~ FORESTS including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable.

POLICY 5.1.4.

The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion, and other areas where the public interest is best served by preserving native vegetation.

POLICY 5.1.5.

The City shall maintain and ~~periodically~~ ANNUALLY review standards that preserve the present forested tree cover to the maximum extent practical. ESPECIALLY THE DSLT

POLICY 5.1.6.

PLAN, PLANT, R&R + PROGRAM +

The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.

POLICY 5.1.7.

EXPAND RECORDS of TREES

The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.

POLICY 5.1.8.

Significant ~~mesic or xeric~~ NATIVE communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.

OBJECTIVE 5.2. HABITAT AND DEVELOPMENT + REGROW

Balance the combination of aesthetic, ecological, recreational and utilitarian qualities of the land for the long-term public interest.

POLICY 5.2.1.

Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas, for designated plant and animal species.

POLICY 5.2.2.

The development plan review process shall consider the overall impact of a project on adjoining ecosystems.

POLICY 5.2.3.

Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.

POLICY 5.2.4.

In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors and specimen trees. + COMMUNITY FOREST

POLICY 5.2.5.

Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.

POLICY 5.2.6.

Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.

POLICY 5.2.7.

Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.

POLICY 5.2.8.

Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.

POLICY 5.2.9.

On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.

POLICY 5.2.10.

On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.

POLICY 5.2.11.

The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.

POLICY 5.2.12.

Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.

POLICY 5.2.13.

Wherever feasible, site design shall accommodate any ~~designated~~ NATIVE plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.

POLICY 5.2.14.

To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.

POLICY 5.2.15.

The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlight the flora, fauna, land forms, water bodies and historical/archeological resources allocated along the corridor.

POLICY 5.2.16.

The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall develop and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.

OBJECTIVE 5.3. NATIVE LANDSCAPING

The City shall promote the use of native ~~drought-resistant~~ TREES + vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

+ SUBURBAN + AGRICULTURAL

POLICY 5.3.1.

The City shall continue to promote and encourage ~~xeriscape~~ NATIVE PLANT design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures ~~describing xeriscape~~. NATIVE PLANTS

POLICY 5.3.2.

The City shall require that at least ~~50%~~ 75 of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of ~~drought resistant~~ native vegetation in harmony with site specific conditions.

POLICY 5.3.3.

Vegetation on new City landscaping projects shall be comprised of at least ~~50%~~ 75 native ~~drought resistant~~ vegetation.

POLICY 5.3.4.

All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or relandscaping becomes necessary.

POLICY 5.3.5.

Native vegetation shall be used to the maximum extent possible to meet landscaping and ~~open space~~ requirements.

POLICY 5.3.6.

Exotic plant species, as listed as exempt species in Chapter 3, Article II of the Land Development Code, shall be removed from development sites during the time of construction.

POLICY 5.3.7.

Development shall preserve fifty (~~50%~~ 75) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.

5.3.8 REDUCE AND OR REMOVE INVASIVE PLANTS

OBJECTIVE 5.4. WETLAND PRESERVATION

Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; and establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.

GOAL 6. FISH AND WILDLIFE

MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES ~~IN TERMS OF~~ FOR OVERALL POPULATION AND DIVERSITY.

OBJECTIVE 6.1. CONSERVATION

The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.

POLICY 6.1.1.

The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.

POLICY 6.1.2.

If it is presumed that a designated species may be present on the basis of general characteristics including the number and types of plant communities, the linear amount of "edge" such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be required to conduct an inventory of existing wildlife and vegetation on the site.

POLICY 6.1.3.

No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.

POLICY 6.1.27.

Land use activities adjacent to the following areas:

- Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements;
- Tomoka Marsh Aquatic Preserve;
- Tomoka River Manatee Sanctuary;
- Tomoka River OFW;
- Tomoka State Park; and
- Wetlands,

shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and office/professional or neighborhood commercial. All proposed land use activities must ensure that such activities will not degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.

POLICY 6.1.28.

Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State agency (FGFWFC or FDEP) and the U.S. Fish & Wildlife Service prior to their approval by the City.

POLICY 6.1.29.

The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. "Critical habitat" shall include those habitat types, or specific geographical locations, which are designated as such by the USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.

GOAL 7. USES OF NATURAL RESOURCES

THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATONS AND PUBLIC PROGRAMS.

OBJECTIVE 7.1. LAND ACQUISITION

The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.

POLICY 7.1.1.

Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.

POLICY 7.1.2.

On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek and the Halifax River.

POLICY 7.1.3.

The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.

OBJECTIVE 7.2 IMPACT ASSESSMENT

All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.

POLICY 7.2.1.

The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special requirements of the residential suburban zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.

OBJECTIVE 7.3. ~~SUSTAINABILITY~~ WISE USE OF LAND

Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

POLICY 7.3.1

Encourage the production and use of energy generated from renewable resources.

POLICY 7.3.3

The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

NATIVE PLANTS 75% FF 20% 5% NATURAL

POLICY 7.3.4

PLANT, PLANT, PART PROGRAM COMMUNITY FORE

Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and ~~open spaces~~, green roofs, natural drainage systems).

POLICY 7.3.5

Protect and enhance ~~green spaces to provide natural carbon sinks in~~ soils, vegetation, and TREES streambeds ~~to mitigate carbon emissions~~.

POLICY 7.3.6

Encourage site design techniques that restore natural "~~green infrastructure~~" (i.e., urban forests, parks and ~~open spaces~~, natural drainage systems) ~~instead of relying solely on engineered systems that require higher energy and carbon inputs~~.

b. Homes and employment centers

c. Homes and neighborhood commercial centers.

POLICY 8.1.7.

External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.

POLICY 8.1.8.

Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

POLICY 8.1.9.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 8.1.10.

The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

8.1.11 TREE HELP REDUCE CO_2 + INCREASE O_2 & CLEAN AIR.

OBJECTIVE 8.2. SITE PLAN REVIEW

The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes.

POLICY 8.2.1.

The City shall require all PUBLIC, industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.

GOAL 10. HAZARDOUS WASTES

THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.

OBJECTIVE 10.1. SARA TITLE III COMPLIANCE

The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources.

POLICY 10.1.1.

The City shall continue to identify all CITY FACILITIES industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes.

POLICY 10.1.2.

The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database.

POLICY 10.1.3.

The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.

POLICY 10.1.4.

The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.

OBJECTIVE 10.2. EMERGENCY PREPARDENESS

The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.

POLICY 10.2.1.

On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.

POLICY 11.1.6.

Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.

POLICY 11.1.7.

In connection with development, all swales, retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.

11.1.8
TREES HELP REDUCE SOIL EROSION

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 9:
MEETING MINUTES, FEBRUARY CITY COMMISSION WORKSHOP AND PLANNING BOARD

Comprehensive Plan Update, Community Engagement Meeting,
January 16, 2025 Meeting Notes

City staff in attendance:

Shawn Finley, Assistant City Manager
Robert Carolin, Leisure Services Director
Steven Spraker, Planning Director
Sarah Motes, Senior Planner
Noel Eaton, Senior Planner
Mike Stephenson, Utilities Engineer

The meeting began at 5:30 pm with a presentation by Steven Spraker, Sarah Motes, and Noel Eaton summarizing the Comprehensive Plan update, survey results, development trends and key updates of the individual Elements. Citizens in attendance were provided opportunities to ask questions throughout the meeting. Questions and comments included:

- "The Regrow Volusia or Regrow The Loop" should be included in the Conservation Element as part of the preservation, protection and enhancement efforts.
- Why is the city pursuing properties to annex? The city does not proactively pursue properties to annex. However, if a property owner wants city water and sewer, they must annex. If the city is going to provide infrastructure, the property needs to be in the city jurisdiction or sign an annexation agreement.
- Are the other master plans being updated consistent with the Comprehensive Plan? The response was "yes". In addition, the Comprehensive Plan is updated as needed and another update review would be required in seven years.
- Did the boundary of the Downtown Development District change? The answer was "no" and has been the same since 1986.
- When discussing open space, it seems this is not correct terminology. Maybe, the City Commission should consider using the term "real estate" as it relates to properties that are developed and may have flooded but are not considered stormwater. Staff was not in favor of replacing the term "Open Space". Another citizen thought that Open Space was the correct terminology to use.
- Positive comments included how the Comprehensive Plan update has been processed and the parks are well used and one of the best things about the city.

Next steps and the website link was provided as to where all of the Comprehensive Plan Update information could be found. The meeting ended at 6:25 pm with additional opportunity to ask staff more questions.

MINUTES
CITY OF ORMOND BEACH
COMPREHENSIVE PLAN 2045 UPDATE WORKSHOP

February 4, 2025	5:30 p.m.	City Commission Conference Room

I. CALL TO ORDER

Mayor Jason Leslie called the meeting to order at 5:30 p.m.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Kristin Deaton and Harold Briley, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, Planning Director Steven Spraker, and Senior Planner Noel Eaton.

II. DISCUSSIONS

Mr. Shawn Finley, Assistant City Manager, stated staff would review the individual elements of the Comprehensive Plan 2045 update.

Mr. Steven Spraker, Planning Director, explained what a Comprehensive Plan was and the state statutes surrounding it. He noted there were 12 Comprehensive Plan Elements to be reviewed. He reviewed the process of preparing the update, the city's advisory boards input, and the public input.

Ms. Noel Eaton, Senior Planner, reviewed the highlights from the public survey, noting there were 196 responses.

Commissioner Briley inquired about the meaning of Community Preservation; whereby, Ms. Eaton stated it was the sense of place within the city. Commissioner Briley stated it could be subjective.

Commissioner Tolland noted the importance of Community Preservation.

Mr. Spraker discussed the city's development trends, including annexations, permitted developments, and projected population. He reviewed the Plan Administration and Future Land Use Element.

Mayor Leslie inquired about the projected population; whereby, Mr. Spraker stated it was determined by general population growth and number of permitted lots.

Mr. Spraker reviewed the Transportation Element.

Commissioner Briley expressed interest in keeping the Community Redevelopment Plans regarding South Atlantic Avenue in the element, and to revisit the idea with Volusia County due to the success of the downtown Community Redevelopment Agency; whereby, Mayor Leslie agreed.

Commissioner Tolland requested the multi-modal be included in Policy 1.7.1 of the Transportation Element.

Mr. Spraker reviewed the Utilities Element.

Commissioner Tolland discussed the Florida League of Cities legislative policy called One Water, and requested for staff to look into and see if it could be incorporated. She inquired if staff could look into all stormwater policies to find if anything could be improved; whereby, Mayor Leslie stated that could be included in the requested stormwater workshop.

Commissioner Briley expressed concerns about Volusia County and privately-owned problem areas. He expressed the importance of providing education to Homeowner Associations (HOA) on dredging retention ponds.

Commissioner Tolland suggested working with legislators to see if some laws could be changed to be able to work with HOA's.

Mr. Finley requested time to gather information for a stormwater workshop.

Commissioner Briley voiced concerns regarding inactive HOA's and stormwater maintenance.

Mayor Leslie indicated state legislators had funding for stormwater projects.

Commissioner Deaton expressed concerns regarding approaching HOA's and the potential for the cost of the HOA fees to rise resulting in financial hardships for residents.

Commissioner Tolland inquired if the city could assist with inactive HOA's retention pond dredging; whereby, Mr. Randy Hayes, City Attorney, explained public funds could not be used on private use.

Mr. Finley noted there were old developments that were not up to the newer stormwater codes.

Mr. Spraker reviewed the Conservation Element.

Commissioner Tolland inquired about policies for purchasing land for conservation; whereby, Mr. Spraker stated there were policies in place.

Mr. Spraker reviewed the Coastal Management Element, Housing Element and residential building permits and plats. He discussed neighboring municipalities residential permits.

Commissioner Briley stated Daytona Beach's residential permits were the reason the city was feeling traffic issues along the roadway corridors.

Commissioner Tolland inquired if there was enough affordable housing; whereby, Mr. Spraker stated there was always a demand for affordable housing.

Commissioner Deaton stated there was always a waitlist for Olive Grove, which provides affordable housing; whereby, Commissioner Briley stated Olive Grove and Fisherman's Landing were both subsidized housing.

Mr. Spraker discussed areas of population growth including Ormond Crossings and Plantation Oaks.

Ms. Eaton reviewed the Recreation and Open Space Element that was proposed to be changed to the Parks and Recreation Element. She noted that there was public comment received to change the name of the Leisure Service Department to the Parks and Recreation Department, noting planning staff was looking for direction from the Commission if they are interested in changing the name.

Commissioner Tolland inquired how the city would change the department name from Leisure Services to Parks and Recreation; whereby, Mr. Spraker stated a resolution confirming the City Commission's intent to change the department name, followed by a Land Development Code and Code of Ordinances amendment.

Commissioner Briley questioned why the name was changed previously; whereby, Mr. Spraker stated it was a broader term to be more encompassing of all services offered.

Commissioner Tolland requested staff look at the 2016 Bike Master Plan and seek collaboration with the Volusia County Bike Trail to incorporate both into the element. She stated she would like to see a policy regarding removing invasive plant species on city property and incorporate the expense in the budget.

Ms. Eaton reviewed the Capital Improvements Element, Intergovernmental Coordination Element and Cultural and Historical Resources Element.

Commissioner Briley inquired where the Birthplace of Speed Museum was located; whereby, Ms. Eaton stated the exhibit was on floor two of The Casements.

Commissioner Briley requested the Birthplace of Speed Museum policy stay in the Cultural and Historical Resources Element and a stand-alone museum was desired; whereby, Mayor Leslie agreed.

Commissioner Tolland requested when the "Friends of the Performing Arts Center" was mentioned, to also mention the "Friends of Recreation."

Ms. Eaton reviewed the Public School Facilities Element and Property Rights Element.

Mr. Spraker reviewed the next steps of the 2045 update and reminded the Commission the document could always be revised.

Commissioner Briley expressed concern regarding flooding with new stormwater requirements in older residential neighborhoods with the building of new homes; whereby Mr. Spraker reviewed the stormwater redevelopment requirements and process.

Mr. Finley suggested looking at the process and requirements at the proposed stormwater workshop.

Commissioner Tolland requested wetlands also be discussed during the stormwater workshop.

III. ADJOURNMENT

The meeting was adjourned at 6:30 p.m.
Prepared by: Taylor Lochert

Board Questions

Mr. Railsback asked if there was any benefit to not being on the list. Ms. Eaton replied that there are no restrictions on expansions.

Mr. Gentry asked if there were any other restrictions that would prohibit action to remove the property from the list. Ms. Eaton responded that there are no criteria for removal and that the criteria is for the LDC amendment.

Mr. Railsback asked if there were any other properties adjacent to or around the property that are on the list. Ms. Eaton answered that there are not.

Chairman Thomas asked if the applicant was interested in addressing the Board and opened it up for any additional Board questions or comments. There were none.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, The "Barbie House". Mr. Gentry seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas commented that these requests are managed by the Board occasionally and how it is nice for the houses to be on the historic register list, but how sometimes changes need to be made which affects the eligibility.

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

A. PZ-24-84 Comprehensive Plan 2045 Update Review

Mr. Spraker delivered a summary of the Comprehensive Plan 2045 update. He summarized the actions since the issuance of the Planning Board packet that a Community Engagement Meeting was held on January 16, 2025, with approximately ten individuals in attendance. Mr. Spraker continued that on February 4, 2025, there was a City Commission workshop to discuss the Comprehensive Plan update. Mr. Spraker stated key direction points including:

- Recommendation for a policy to perform a bike plan;
- Maintenance of a Policy in the Transportation Element regarding the desire for a Redevelopment Plan along South Yonge Street which is subject to Volusia County approval;
- The change of the name of the Leisure Services Department to the Parks and Recreation Department. He stated that the Quality of Life Board, Historic Landmark Preservation Board, and Leisure Advisory Board recommended approval of the name change. He noted that the City Commission expressed support for the department name change; and
- Recommendation to maintain a Policy regarding the Birthplace of Speed Museum concept.

Mr. Spraker reviewed the discussion at the Leisure Service Advisory Board on February 12, 2025.

Mr. Spraker stated that the Planning Board has seen the PowerPoint within the packet as the Comprehensive Plan 2045 update was reviewed. He stated that he was available for questions.

Mr. Jorczak asked about the portion of the plan that deals with flood control. He referenced that Volusia County is working to address flooding issues. Mr. Spraker stated that the Comprehensive Plan establishes a broad policy for floodplain management and wetlands with the details in the Land Development Code. Separate of these policies there is a Stormwater Master Plan which was adopted in 2023 that has its own Policies. Mr. Spraker stated that the Stormwater Master Plan details existing developed areas that have flooding issues. He restated that the Comprehensive Plan provides broad policies for floodplain management and implementation of the Stormwater Master Plan. Mr. Spraker stated that the City Commission had a similar discussion and provided direction for a workshop regarding stormwater and flooding issues. He stated that through Volusia County funding there are studies underway for the Durrance Acres area, North US1/Ormond Lakes, and microstudy areas.

Mr. Jorczak stated that the City is gathering information to make additional decisions. Mr. Spraker agreed and referred to past Stormwater Master Plan projects such as in the Central Park area. He referenced that a meeting was held after Hurricane Milton for flood structures that desired to seek state and federal grants for home demolition/acquisition and raising of structures.

Mr. Jorczak discussed drainage canals and ditch maintenance by Homeowners' Associations. Mr. Spraker discussed maintenance and enforcement stating that the City cannot go on or repair improvements on private property.

Mr. Gentry asked how the survey for the update was advertised. Mr. Spraker stated that the survey was advertised on the City's website, e-mail distribution lists, Facebook, the Community Engagement Meeting and advertisements in the News-Journal and Ormond Observer.

Ms. Shull discussed the importance of drainage swales and conveyances as part of the flooding issues. She referenced a subdivision next to hers that has caused flooding concern. Ms. Shull encouraged the maintenance of city owned/maintained swales.

Chairman Thomas inquired about the ditch/culvert of the Hunter's Ridge area and if the Homeowner's Association is responsible. Mr. Spraker replied that if the swale/ditch is within the property, then the Homeowners' Association would be responsible as part of the stormwater permit. He continued that the Little Tomoka Village project was at a zoning stage of application. Mr. Spraker stated that Homeowners' Associations have been reporting requirements to the St. John's River Water Management District. He added that investigation of which Homeowners' Association are provided stormwater maintenance, could be part of an overall flooding strategy. Mr. Spraker concluded that Planning staff can inform the Planning Board of the pending City Commission workshop on stormwater.

Mr. Galloway stated that once the swale/ditch is within a state right-of-way, it is the responsibility of the Florida Department of Transportation. The Board discussed the responsibility of maintenance of a culvert within a right-of-way. Chairman Thomas clarified that he was referring to the drainage ditch in the backyards of residents. He

stated that he believes that a Homeowners' Association is responsible for maintenance of that ditch.

Mr. Spraker remarked that staff will provide new packets with the Comprehensive Plan amendment focused on formatting and grammatical changes.

Mr. Jorczak commented that he noticed there was not a lot of information on the airport. He stated that he understood that there was an Airport Master Plan. Mr. Jorczak asked if more information on the airport should be in the Comprehensive Plan. He referenced Flagler County's airport overlay district. Mr. Spraker responded that the airport overlay district is contained within the Land Development Code. The airport is not a required Element of the Comprehensive Plan. He stated that past practice has not included the airport in the Comprehensive Plan but instead use the Airport Master Plan. Mr. Spraker stated that the Airport Master Plan is the more appropriate place for airport related policies with implementation regulations in the Land Development Code.

City Attorney Hayes stated that there may be some reasons under the FAA regulations that airport policies would be more appropriate in the Airport Master Plan. He commented that the Comprehensive Plans are harder to amend.

Mr. Galloway asked if the Ormond Beach Business Park was part of the Comprehensive Plan. Mr. Spraker responded that all properties are included in the Future Land Use Map. He stated that the Business Park was sold from the airport to allow industrial development. Mr. Jorczak concurred that the Business Park was part of the airport and was sold for industrial development.

Mr. Spraker confirmed for Mr. Galloway that Ormond Crossings is part of the Comprehensive Policies.

Ms. Shull asked about traffic and if there is the consideration of trying to get ahead of the traffic needs for roads. Mr. Spraker stated that yes, there are efforts to plan, such as Interstate 95 and U.S. Highway 1. He added that the roadways that are most traveled are Volusia County and state roadways. Mr. Spraker stated while the City can encourage or partner, it is either Volusia County or state work programs that have roadway expansions in their capital projects. He stated these projects are constrained by funding and competing against other roadway projects. Mr. Spraker discussed state law and proportionate fair share regulations. Ms. Shull stated it would be nice to seek to look ahead for future projects such as Ormond Crossings. Mr. Spraker stated within the development orders for Ormond Crossings there are substantial improvements that the development must construct, such as the bridge over the railroad tracks.

Mr. Jorczak asked if there was a timeframe for the completion of the roadway to connect the business park to Pineland Trail. Mr. Spraker stated that it is near completion, and that he will check with the Engineering staff.

X. MEMBER COMMENTS

Ms. Shull asked for an overview of the former Bank of America neighborhood meeting. Mr. Spraker stated that there were 10 to 15 individuals in attendance. He added that the use is a conditional use which is approved by the Site Plan Review Committee. Mr. Spraker detailed items that were discussed which included stormwater, traffic, homeless in the area, and how residents stated that they did not believe the project was appropriate. Mr. Spraker confirmed that the submittal was for

Planning Board minutes from

March 13, 2025

ITEM:

PZ-2024-084

Comprehensive Plan 2045 Update, Evaluation and Appraisal Report

Recommended for Approval, 4-0

B. PZ-2024-084, Comprehensive Plan 2045 Update, Evaluation and Appraisal Report, Comprehensive Plan Amendments

Mr. Steven Spraker, Planning Director, explained the administrative request for Comprehensive Plan Amendments related to the Evaluation and Appraisal Report (EAR), also known as the Comprehensive Plan 2045 Update. There are Comprehensive Plan Amendments to all the Elements as well as the Plan Administration section. He discussed the process of the Comprehensive Plan amendments and stated that it has come to the Planning Board through a series of discussion items and how the action sought is a recommendation to the City Commission for the transmittal of the amendments to state agencies, other cities and the Volusia County Growth Management Commission. The intent is for it go to the April 15, 2025 City Commission meeting. Mr. Spraker added that there have been no text changes, but that there has been formatting, and underlines made to it and have cleaned it and the data analysis up. Mr. Spraker thanked Ms. Jennifer Bright for her participation in the review and amendment process.

Chairman Thomas opened it up to the Board for questions and called up audience members with comments and questions.

Audience Comments

Ms. Jennifer Bright, 221 Arlington Way, delivered her comments and also provided them to the Board secretary:

> "I would once again like to suggest that the city only put into the comp plan the bare minimum that is legally required. As I understand, to change anything in the comp plan it must go through the county and the state. Let Ormond Beach be in control of Ormond Beach.
>
> The comp plan appears to be leaning toward high density/mixed use/subsidized housing. An example of this is Ormond Crossings where the Comp Plan has this as a mixed-use project…creates "Town Centers" … encourages compact urban development and higher density residential uses…
>
> Per the comp plan the city expects 30% of undeveloped office/professional land to be developed with multi-family residential uses.
>
> Encourages Redevelopment in blighted residential areas to increase subsidized housing.
>
> Within the Comp Plan there are at least 6 Objectives and 27 policies in which the city references Acquiring Land or Land Acquisition. When Government owns a large percentage of land it does not end well for the citizens. Example is to compare California to Texas, what model would the city rather emulate? There is no mention that land taken out of private ownership is usually no longer taxed, placing a greater burden on the remaining privately owned land.
>
> The comp plan even has an objective and policies for Smart Growth. The objective and the 9 bullet points listed are the 10 smart growth principles listed on the official website for Smart Growth: www.smartgrowthamerica.org.

DRAFT

The website never mentions these principles over time will increase the difficulty of driving cars and trucks.

Or that it encourages developers to develop only within city boundaries resulting in building upwards to acquire new living spaces needed. Encourage developers through zoning to place businesses on the ground floor of these high rises this is mixed use.

The website does not mention that as developable land becomes scarcer, affordable housing will become equally scarce. The only way the middle or lower classes can afford housing is if they are willing to live in a shoe-box size apartment, become part of the growing number of homeless, or have their housing subsidized by taxing others. (again, think New York City).

In summary, the Smart Growth principles do not stand up to scrutiny. They are designed to sound wonderful, but in reality, will drive the rural citizens out of the countryside and into packed cities where the peoples' behaviors will be monitored and controlled. Smart Growth is just one more tactic used to steal our freedoms. Know it for what it is - dangerous growth."

Chairman Thomas thanked Ms. Bright and asked if something was changed with changing townhouses to single-family homes and if it affected the density. Mr. Spraker replied that there are no density changes in the 2045 Comprehensive Plan. The future land use densities are staying the same. He continued that the residential section in Ormond Crossings has a low density of 1.38 units per acre with a lot of wetlands mixed in. Mr. Spraker added that there was zoning Land Development Code (LDC) changes for townhouses due to inconsistencies in the LDC.

Chairman Thomas brought it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-084, Comprehensive Plan 2045 Update, Evaluation and Appraisal Report, Comprehensive Plan Amendments. Mr. Scudiero seconded it. Vote was called, and the motion was approved (4-0).

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-17

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; 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 for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.

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 update of the Comprehensive 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 ordinance regarding the update of the Comprehensive 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 ordinance regarding the update of the Comprehensive Plan.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an ordinance regarding the update of the Comprehensive 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

April 15, 2025 - City Commission

Number: 8.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2025-18
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Ordinance Regarding the Preservation of Public Spaces		
Summary:	**Introduction:** The purpose of this Ordinance is to regulate the preservation of public spaces by prohibiting overnight public camping, sleeping on public grounds or property, including at public buildings or rights-of-way with limited exceptions. **Background:** The Florida Legislature has adopted Section 125.0231, *Florida Statutes*, making it impermissible as of October 1, 2024, for municipalities to allow overnight public camping or sleeping on any public property within its jurisdiction (with exceptions for a declared state of emergency or when said public property has been designated for camping or sleeping). As such, the city has an obligation to prohibit these activities; failure to do so may subject the city to penalties in a civil action to enjoin violations of the statute. * It is important to note that the ordinance tracks the specific language of the state statute that regulates OVERNIGHT sleeping/camping. Neither the state statute, nor this proposed ordinance, regulates sleeping/camping during the daytime. * If you have any questions regarding this proposed ordinance, please contact Deputy City Attorney, Ann-Margret Emery.		
Financial Impact:	None		
Citizen Impact:	It is beneficial to preserve public spaces for all residents to enjoy.		

Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the amendment to Chapter 17, streets, sidewalks and other public spaces of the code of ordinances by amending section 17-5 to add preservation of public spaces.
Staff Contact:	Randy Hayes, City Attorney, (386) 236-2000
Attachments:	1. 25-18 Preserve Public Spaces (P25-0039G) 2. Ordinance Business Impact Estimate
Approval:	Kelly McGuire, Finance Director 3/31/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in adopting section 125.0231 Florida Statutes, has made it impermissible, effective October 1, 2024, for municipalities to authorize or otherwise allow public camping or sleeping at public buildings, on public grounds, property or rights-of-way, with the exception of very particular circumstances such as for designated recreational uses; and

WHEREAS, the intent of the Florida Legislature in adopting section 125.0231 Florida Statutes, was to fulfill an important state interest of ensuring the health, safety, welfare, and quality of life of Florida communities while simultaneously making adequate provision for the homeless population of the state; and

WHEREAS, section 125.0231 Florida Statutes, places an obligation on cities to proactively avoid violations of the new law, failure to do so subjects municipalities to civil actions by residents or owners of a business located in the city; additionally, the Attorney General may enjoin violations of the new law, imposing damages to include attorneys' fees and costs, effective January 1, 2025; and

WHEREAS, the United States Supreme Court in *City of Grants Pass, Oregon v. Johnson*, et. al, 144 S. Ct. 2202 (2024); Case No. 2023-175 (June 28, 2024), found that such laws are constitutional and do not violate the Eighth Amendment restriction on cruel and unusual punishment against homeless individuals; and

WHEREAS, the City finds it appropriate to amend its Code of Ordinances to align with section 125.0231 Florida Statutes; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Incorporation of Recitals. The above recitals represent the legislative findings of the City of Ormond Beach supporting the need for this ordinance.

SECTION TWO. Section 17-5, Reserved, of Chapter 17, Streets, Sidewalks and Other Public Places, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 17-5. – ~~Reserved.~~ Preservation of public spaces.

(a) *Prohibition of Public Camping.*

(1) It shall be unlawful for any person to publicly camp or sleep on any public property, including but not limited to, any public building or its grounds unless designated for public camping and sleeping for recreational purposes by the city. For purposes of this prohibition, grounds shall include the entirety of the parcel of public property beyond the building, including, but not limited to, grass areas, sidewalks, public right-of-way and parking facilities.

For purposes of this section, "Public Camping or Sleeping" shall have the following meaning, as set forth in section 125.0231 Florida Statutes:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belonging; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

c. The term does not include:

i. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or

ii. Camping for recreational purposes on property designated by the City for such purposes.

(2) Enforcement and Penalties.

a. This Ordinance may be enforced by the Ormond Beach Police Department.

b. A first-time violator of this Ordinance shall be provided a warning.

c. A second or subsequent violation of this Ordinance or failure to comply after warning shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, a violator shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment, as provided in section 775.082 or 775.083 Florida Statutes.

d. Each violation of this Ordinance shall constitute a separate violation.

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

PASSED UPON at the first reading of the City Commission, this 15th day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 6th day of May, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: 2025-18

AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; 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.

X 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.

The purpose of this ordinance is to regulate the preservation of public spaces by prohibiting overnight public camping, sleeping on public grounds or property, including at public buildings or rights-of-way with limited exceptions.

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;

    N/A

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    N/A

    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.

    N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
    N/A

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

April 15, 2025 - City Commission

Number: 9.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2025-16
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Update to City's Purchasing Ordinance (SECOND READING)		
Summary:	This is a request to modify the City's Purchasing Ordinance to increase the threshold for formal bidding and approval from $25,000 to $75,000.00. This threshold was last modified in 1994, despite the significant increases in the cost of living as determined by the Bureau of Labor Statistics. Currently, the majority of the City's purchases require staff to follow the formal bidding and approval process, which generally takes several months to complete. This delay creates efficiency issues in obtaining commodities and services in a timely manner. Increasing the threshold will help staff expedite purchases such as: replacement vehicles, building repairs/maintenance, immediate water/wastewater plant infracture repairs, public safety equipment, and a variety of other services and commodities that routinely exceed $25,000. While staff recognize this is a notable increase, measures will be in place to ensure the competitive nature of government procurement will be followed. Any expenditure between $25,000 and $75,000.00 shall require procurement through one of the following methods: 1. Solicitation of quotes through the City's procurement portal for a period of no less than 10 days. 2. Piggybacking of another municipality upon the approval of the Finance Director or designee. 3. Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.		

	4. Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee. Staff did a survey of the local area municipalities' purchasing threshold and the results ranged from Daytona Beach at a level of $25,000 to Port Orange at a level of $100,000. This request also increases the Risk Management programs claims committee authorization limit to settle claims to $75,000.00. This revised threshold should ensure the City does not need to revisit an increase for the coming years.
Financial Impact:	There is no direct financial impact related to this request. However, there should be a savings attributed to operating at a higher level of efficiency.
Citizen Impact:	Modification of the purchasing ordinance will allow for greater efficiency in purchasing needed goods and services to serve the community.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the proposed purchasing ordinance amendments.
Staff Contact:	Chris Byle, Assistant Finance Director, (386) 676-3206
Attachments:	1. 25-16 Purchasing Code Amendment (P25-0019G) 2. Business Impact Statement Purchasing
Approval:	Kelly McGuire, Finance Director 4/2/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/2/2025 Joyce Shanahan, City Manager 4/4/2025

ORDINANCE NO. 2025-16

AN ORDINANCE AMENDING THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-300, Methods of source selection, of Division 3, Purchasing, of Article IX, Financial Matters, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-300. - Methods of source selection.

(a) *Competitive sealed bidding.*

(1) *Conditions for use.* All contracts of the city involving a purchase in excess of $~~2~~75,000.00 shall be awarded by competitive sealed bidding, except as otherwise provided in subsections (b) through (g) and (i) of this section.

(2) - (9) *(no change to existing text*)

(b) *(no change to existing text*)

(c) *Contracting for professional services governed by the Consultants' Competitive Negotiations Act ("the Act").*

(1) (*no change to existing text)*

(2) Professional services required for any project which is within the scope of a continuing contract between the city and a service provider, which services are included within the scope of the Act, shall be procured in accordance with the following procedure:

a. The department head in charge of the project for which such services are required shall determine which of the service providers then under continuing contract with the city are potentially capable of providing the required services.

b. Such department head shall then request each such provider to submit a proposed scope of services and a fee quotation therefor.

c. Such department head shall, with such assistance as he deems necessary, review the proposals received; in the event he determines it to be in the overall best interest of the city he may, prior to completing his review, enter into negotiations with any service provider, as aforedescribed, which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible; upon the conclusion of any such negotiations, he shall complete his review of the proposals.

d. Upon completion of his review of the proposals, such department head shall prepare and submit to the city manager his recommendation as to which of the aforedescribed service providers should, in his professional judgment, receive authorization to perform the work required. In making such determination he shall take into account:

1. The factors set forth in F.S. § 287.055(4)(b), with respect to the service providers then under continuing contract with the city; and

2. The price for which the services are to be rendered.

e. If the proposal is for $~~2~~75,000.00 or less, the city manager is the approving party and shall make the final decision in accordance with subsection (c)(2)f of this section. If the proposal is for more than $~~2~~75,000.00, the city manager shall submit his recommendation, together with that of the department head, to the city commission for the final decision thereon.

f. The approving party shall, giving due consideration to the recommendation and to the overall general welfare of the citizens of the city, determine whether or not to issue the work authorization and, if so, to which of the aforedescribed service providers. The decision of the approving party shall be final, subject only to certiorari review by the circuit court.

(d) *(no change to existing text*)

(e) *Contracting for designated professional services.*

(1) - (2) *(no change to existing text*)

(3) *Current contracts.* No continuing contract between the city and any provider of professional services within the scope of this subsection (e) and in effect at the time of its adoption shall be impaired by its adoption; provided, however, that no expenditure thereunder which is in excess of $~~2~~75,000.00 shall be made until it has first been approved by the city commission.

(4) *Contract document.* Every procurement of professional services in accordance herewith, the cost of which shall exceed $~~2~~75,000.00, shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services.

(5) (*no change to existing text)*

(f) *Small purchases.*

(1) *General.*

a. Any contract or expenditure, except as otherwise provided in this division, exceeding $~~2~~75,000.00, shall be approved by resolution duly adopted by the city commission.

b. Any expenditure between $25,000.00 and $75,000.00 shall require procurement through one of the following methods:

i. Solicitation of quotes through the City's procurement portal for a period of no less than 10 days.

ii. Piggybacking of another municipality upon the approval of the Finance Director or designee.

iii. Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.

iv. Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee.

~~b~~c. Any expenditure not exceeding $25,000.00 may be made in accordance with the small purchase procedures. Expenditures shall not be divided to constitute a small purchase.

(2) - (3) *(no change to existing text*)

(g) - (j) *(no change to existing text*)

SECTION TWO. Section 2-313, Payment of claims, of Division 4, Risk Management Program, of Article IX, Financial Matters, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-313. Payment of claims.

The mayor and the city manager shall be authorized to pay any claim which has been presented in writing, reviewed by the claims committee and settlement thereof recommended by a majority vote of the committee members present and voting; provided, however, that if the amount of the settlement is in excess of ~~$25,000.00~~ $75,000.00, no payment shall be made until the recommendation has been ratified and approved by the city commission.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption

PASSED UPON at the first reading of the City Commission, this 1st day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th day of April, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2025-16

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; 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.

The ordinance provides for a modification of the procurement limit by the City Manager and delegates.

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.

    Not applicable

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.)