# City of Ormond Beach

**City Commission Meeting**

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

**August 5, 2025, 7:00 PM**

*Jason Leslie, Mayor*
*Lori Tolland, Zone 1*
*Travis Sargent, Zone 2*
*Kristin Deaton, Zone 3*
*Harold Briley, Zone 4*

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## Agenda

**1. CALL TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS AND PROCLAMATIONS**

A. Ormond Beach Soccer Club

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

**6. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - July 22, 2025

**7. CONSENT AGENDA**

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

A. Authorization to Approve Purdue Pharma Bankruptcy Plan

**RESOLUTION NO. 2025-124:** A RESOLUTION APPROVING THE PURDUE PHARMA BANKRUPTCY PLAN IN CONNECTION WITH THE NATIONAL OPIOID CRISIS; AUTHORIZING THE SUBMITTAL OF A VOTE ON THE PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

B. River to Sea TPO Funding Agreement

**RESOLUTION NO. 2025-125:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION D/B/A/ VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

C. Memo of Agreement - Volusia County Combined-Drug Task Force Central Florida HIDTA

**RESOLUTION NO. 2025-127:** A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN VOLUSIA COUNTY COMBINED-DRUG TASK FORCE AND CENTRAL FLORIDA HIDTA (CFHIDTA); AND SETTING FORTH AN EFFECTIVE DATE.

D. Mutual Aid Agreement - Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation

**RESOLUTION NO. 2025-128:** A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE VOLUSIA COUNTY SHERIFF'S OFFICE REGARDING A MULTI-AGENCY STREET LEVEL DRUG TASK FORCE; AND SETTING FORTH AN EFFECTIVE DATE.

E. Request to Purchase - Generators for Fire Stations 92 & 93 Under HMGP Award

**RESOLUTION NO. 2025-129:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO MODEL TP125 TRADEWINDS GENERATOR SETS AND MODEL TS870 AUTOMATIC TRANSFER SWITCHES, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

F. Amberwoods Subdivision (Flagler County), Dedication of Easement

**RESOLUTION NO. 2025-130:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM HARDING ZWJ, CORP, LOCATED IN THE "AMBERWOODS" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

G. Woodside Subdivision (Flagler County), Dedication of Easement

**RESOLUTION NO. 2025-131:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM SKYWAY HR ACQUISITIONS, LLC, LOCATED IN THE "WOODSIDE AT ORMOND STATION" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

H. 205 South Atlantic Avenue, Spark by Hilton, Geometric Patterns

**RESOLUTION NO. 2025-132:** A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS ON THE FACADE OF THE "SPARK BY HILTON" BUILDING LOCATED AT 205 SOUTH ATLANTIC AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

I. **Disposition Item:** RFP - Utilities Motor And Pump Repair Services

## 8. PUBLIC HEARINGS

A. Land Development Code Amendments - 1000 block of North US Highway 1 Abutting the Tomoka River (Second Reading)

**ORDINANCE NO. 2025-21:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS, SUBSECTION (C), DESIGN CRITERIA; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLANDS PROTECTION, SUBSECTION (H), BUFFER REQUIREMENTS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE LANDSCAPE BUFFER AND WETLAND BUFFER REQUIREMENTS FOR PROPERTIES LOCATED WITHIN THE 1000 BLOCK OF NORTH U.S. HIGHWAY 1, ORMOND BEACH, TO BE CONSISTENT WITH VOLUSIA COUNTY STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

B. Circle K, 699 South Nova Road, Appeal of Site Plan Review Committee Determinations

**RESOLUTION NO. 2025-133:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AFFIRMING A FINAL DETERMINATION BY THE SITE PLAN REVIEW COMMITTEE TO APPROVE A SITE PLAN FOR THE DEVELOPMENT OF A PROPOSED CIRCLE K CONVENIENCE STORE WITH GASOLINE SALES AT 699 SOUTH NOVA ROAD (SITE PLAN REVIEW COMMITTEE FILE 2024-000051); DENYING AN APPEAL OF THE FINAL DETERMINATION; AND SETTING FORTH AN EFFECTIVE DATE.

## 9. FIRST READING OF ORDINANCES

A. Ordinance Regulating City Paid Parking Lots

**ORDINANCE NO. 2025-23:** AN ORDINANCE AMENDING CHAPTER 20, TRAFFIC, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY ADDING A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 20-21, CITY PAID PARKING LOTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY AND SETTING FORTH AN EFFECTIVE DATE.

## 10. SECOND READING OF ORDINANCES

A. Amendment to Code of Ordinances, Chapter 15, Parks and Recreation (Second Reading)

**ORDINANCE NO. 2025-22:** AN ORDINANCE AMENDING SECTIONS 15-3 AND 15-8 OF CHAPTER 15, PARKS AND RECREATION, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, TO PROVIDE FOR THE REGULATION OF VAPING IN PARKS AND AT OTHER MUNICIPAL FACILITIES; PROVIDING FOR THE REPEAL

OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.

## 11. RESOLUTIONS

A1. RFP Award - Employee Benefits Broker of Record

**RESOLUTION NO. 2025-134A:** A RESOLUTION ACCEPTING THE PROPOSAL OF BROWN & BROWN INSURANCE SERVICES, INC. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 1)**

A2. **RESOLUTION NO. 2025-134B:** A RESOLUTION ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS CORP. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 2)**

## 12. REPORTS, SUGGESTIONS, REQUESTS

## 13. ADJOURNMENT

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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.

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Phone: 386-677-0311

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# City of Ormond Beach

**City Commission Meeting**

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

**July 22, 2025, 7:00 PM**

*Jason Leslie, Mayor*
*Lori Tolland, Zone 1*
*Travis Sargent, Zone 2*
*Kristin Deaton, Zone 3*
*Harold Briley, Zone 4*

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## Minutes

### 1. CALL TO ORDER

Mayor Leslie called the meeting to order at 07:00 PM.

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

### 2. INVOCATION

Reverend John Jeyaseelan, Bethel Ministries, provided the invocation.

### 3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

### 4. ADOPTION OF FISCAL YEAR 2025-2026 TENTATIVE MILLAGE RATE

City Clerk Susan C. Dauderis read by legal title only:

A. Proposed Millage Rates for the 2025-2026 Fiscal Year

**RESOLUTION NO. 2025-102:** A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2025-2026 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Leslie stated the tentative millage rate for the City of Ormond Beach necessary to fund the Fiscal Year 2025-2026 budget was 4.5220 mills. He noted the rate was 15.82 percent above the rolled back rate of 3.9042 mills. He reviewed what the millage rate would support and explained the proposed millage would increase the average homesteaded property tax bill by $106.92 annually or $8.98 monthly, noting Ormond Beach would likely remain the second-lowest millage in Volusia County. He stated the tentative debt service millage was 0.0630 for the 2010 General Obligation Bond Sinking Fund. He noted it was a public hearing and asked if there were any members of the public who wished to speak or ask questions prior to adoption of the tentative millage rate.

**Commissioner Sargent moved, seconded by Commissioner Tolland, to approve the tentative operating millage rate of 4.5220 mills for Resolution No. 2025-102.**

Mr. Stan Driscol, 10 Sandalwood Lane, expressed support of the proposed millage, noting the high property values compared to the low millage.

Ms. Jennifer Bright, PO Box 62, Ormond Beach, voiced concerns regarding the Budget Advisory Board meeting, budget, City Charter's lack of debt limit, and reserves. She requested the Commission cut excessive spending and limit the City Manager's budget.

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

Mayor Leslie announced the tentative operating millage of 4.5220 mills was 15.82 percent above the rolled back millage rate of 3.9042 mills.

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

Mr. Ted Rhodes, 4 Foxbrow Look, expressed concerns regarding Planning Board member Mike Scudiero and his role as an election campaign consultant. He requested the immediate resignation of Mr. Scudiero.

Ms. Donna Craig, 23 Rivershore Drive, unincorporated Volusia County, discussed her history with the city. She expressed her concerns with the over-development and loss of natural buffers.

Mr. Clair Atwell, 49 Ormond Green Boulevard, voiced concerns regarding his claim resolution with the city's risk management program.

Mayor Leslie requested staff speak with Mr. Atwell regarding his concerns.

Suzanne Schieber, 548 Sandy Oaks Boulevard, stated she was representing Dream Green Volusia. She requested an update on how Senate Bill 180 would impact the city and expressed concerns. She discussed its impact on Home Rule and requested action be taken against the Bill.

Mr. Marvin Miller, 40 Riverside Drive, voiced concerns regarding the Granada Boulevard roadwork. He provided a handout and photos of the hazards on the roadway. He noted he was aware the work was by the Florida Department of Transportation and requested the Commission work with FDOT to address the obstacles.

Mayor Leslie requested any residents inform their Commissioner of any concerns they had regarding the roadwork, noting his understanding of the issues.

Ms. Marsha Blew, 12 Honey Bear Path, expressed concerns regarding the tree mulching project at the Ormond Beach Airport. She provided a handout with questions regarding noise issues, requesting a response to the questions or a Town Hall meeting to answer resident questions regarding the Airport and ongoing and future projects.

Ms. Colleen McMahon, 45 Carrolwood Circle, voiced concerns regarding the proposed budget, the Yellowstone auto-renewal, the response to a public records request she

submitted, and lack of information on the city's auto-renewals. She requested a financial audit of the past 5 years and a response to the invoice that was sent to her related to her public records request.

Mr. Wayne Walker, 127 Treasure Lane, discussed the need for a proactive code enforcement, noting concerns of retaliation from non-anonymous complaints. He recounted a recent incident involving his family due to retaliation of a complaint filed.

Mayor Leslie stated with the proposed budget a more proactive code enforcement was included.

Commissioner Deaton expressed support of a proactive code enforcement, noting residents could reach out to their Commissioner to let them know of any complaints.

Mr. Randy Hayes, City Attorney, explained state law required any complaints filed were subject to public record requests, noting who the complaint came through would not matter.

Ms. Christina Uranaka, 155 Arlington Way, voiced concerns regarding the vacant property at 58 East Granada Boulevard. She requested Neighborhood Improvement look at the property and enforce any codes or ordinances regarding vacant properties to clean it up.

Mayor Leslie stated staff would follow up with Ms. Uranaka as he knew the owner of the property.

Mr. Arthur Armstrong, Ormond Lakes, expressed concerns regarding the airport and the noise issues in his neighborhood and traffic conditions of Hull Road. He noted he would like to see the airport property's golf course re-open.

Mayor Leslie stated the allotted initial 30 minutes for audience remarks had passed and inquired if the Commission would approve the last speaker's three minutes, otherwise, the card would be held until the end of the meeting; whereby, the entire Commission agreed to allow the last speaker.

Ms. Cat Pante, protected address, stated she was representing Slow to Grow Volusia. She requested the City Commission direct staff to partner with Orange County and the City of Deltona regarding their court challenge against the State of Florida on Senate Bill 180. She discussed the issues surrounding the Bill.

## 6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - June 3, 2025

Mayor Leslie advised the minutes from the June 3, 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 Briley moved, seconded by Commissioner Sargent, for approval of the June 3, 2025, City Commission meeting minutes.**

**Motion passed by voice vote.**

## 7. CONSENT AGENDA

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

Commissioner Sargent requested Items 7A, 7I, 7Q, and 7Y be pulled from the Consent Agenda.

Commissioner Deaton requested Item 7J be pulled from the Consent Agenda.

Commissioner Briley requested Item 7G be pulled from the Consent Agenda.

Ms. Joyce Shanahan, City Manager, requested Item 7P be removed from the Agenda.

**Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the Consent Agenda, absent Items 7A, 7G, 7I, 7J, 7P, 7Q, and 7Y.**

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

B. Hazard Mitigation Grant Program Submittal - North John Anderson Drive Drainage Improvements

**RESOLUTION NO. 2025-103:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE TO PROVIDE DRAINAGE IMPROVEMENTS TO NORTH JOHN ANDERSON DRIVE; 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.

C. Hazard Mitigation Grant Program Submittal - Water Reclamation Facility Influent Pump Station Replacement

**RESOLUTION NO. 2025-104:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE FOR THE REPLACEMENT OF AN INFLUENT PUMP STATION AT THE WATER RECLAMATION FACILITY; 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.

D. Hazard Mitigation Grant Program Submittal - Water Treatment Plant Generator Replacement

**RESOLUTION NO. 2025-105:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE TO REPLACE THE FIXED GENERATOR AT THE WATER TREATMENT PLANT; 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.

E. CDBG Division Avenue North Side Sidewalk Improvements

**RESOLUTION NO. 2025-106:** A RESOLUTION ACCEPTING THE BID OF ALL CONSTRUCTION GROUP OF NORTH FLORIDA, INC. REGARDING THE DIVISION AVENUE NORTH SIDE SIDEWALK IMPROVEMENTS PROJECT, UNDER BID NO. 2025-17; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

F. CDBG Central Park Trail Project

**RESOLUTION NO. 2025-107:** A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE CENTRAL PARK TRAIL PROJECT, UNDER BID NO. 2025-48; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

H. Board of Adjustments and Appeals Alternate Appointment

**RESOLUTION NO. 2025-109:** A RESOLUTION APPOINTING AN ALTERNATE MEMBER OF THE BOARD OF ADJUSTMENTS AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

K. Ormond Memorial Art Museum Service Agreement

**RESOLUTION NO. 2025-112:** A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT BETWEEN THE CITY AND THE ORMOND MEMORIAL ART MUSEUM, INC.; AUTHORIZING THE EXPENDITURE OF FUNDING; AND SETTING FORTH AN EFFECTIVE DATE.

L. FDOT Emergency Basecamp License Agreement

**RESOLUTION NO. 2025-113:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING A TEMPORARY BASECAMP AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

M. Bid Award - Laboratory Testing Services

**RESOLUTION NO. 2025-114:** A RESOLUTION ACCEPTING A BID FROM PACE ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES REGARDING WATER SAMPLE TESTING AND LAB ANALYSIS, UNDER BID NO. 2025-47; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

N. Bid Award - Sports Complex Stormwater Retention Expansion

**RESOLUTION NO. 2025-115:** A RESOLUTION ACCEPTING THE BID OF GPS CIVIL CONSTRUCTION, INC. REGARDING THE SPORTS COMPLEX STORMWATER RETENTION EXPANSION PROJECT, UNDER BID NO. 2025-22; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

O. RFP Award - Aquatic Weed Control

**RESOLUTION NO. 2025-116:** A RESOLUTION ACCEPTING THE PROPOSAL OF CHUCK ROBINSON CONCRETE AND BOB CAT SERVICE, INC., REGARDING AQUATIC WEED CONTROL MAINTENANCE AND DITCH CLEANING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

R. Work Authorization - Lift Station 6P Rehab, Danus Utilities

**RESOLUTION NO. 2025-120:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES, INC. TO PROVIDE UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES REGARDING THE LIFT STATION 6P REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

S. Ormond Beach Strategic Plan 2025

**RESOLUTION NO. 2025-121:** A RESOLUTION OF THE CITY COMMISSION APPROVING AND ADOPTING THE CITY'S 2025 STRATEGIC PLAN; AND PROVIDING AN EFFECTIVE DATE.

T. Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) Adoption

**RESOLUTION NO. 2025-122:** A RESOLUTION SUPPORTING AND ADOPTING THE UPDATED VOLUSIA COUNTY LOCAL HAZARD MITIGATION PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

U. **Disposition Item:** Construction & Demolition Roll-Off Services Franchise Application - SJP Enterprises LLC, DBA Prince Containers

V. **Disposition Item:** RFP - Water Well Assessment And Rehabilitation Services

W. **Disposition Item:** RFP - State Of Florida Legislative Lobbying Services

X. **Disposition Item:** RFP - Ticketing Software Solution For The Ormond Beach Performing Arts Center

Z. **Disposition Item:** City Manager's Monthly Report, July 2025

Pulled by staff from the Agenda.

P. RFP Award - New Playground Equipment, Andy Romano Beachfront Park and Fire Station 91

**RESOLUTION NO. 2025-117:** A RESOLUTION ACCEPTING THE PROPOSAL OF PLAYCORE WISCONSIN, INC. D/B/A GAMETIME REGARDING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR ANDY ROMANO BEACHFRONT PARK AND FIRE STATION 91 PARK; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Leslie inquired for Item 7P if the playground would be graded for the Oceanside location and salty air and if the environment would void any warranties; whereby, Mr. Robert Carolin, Leisure Services Director, explained the items would be coated in coastal coasting which was the best coating for the environment.

Commissioner Sargent noted the rating of the coating was included in the packet noting its high standard.

Commissioner Briley stated he went by the site with Mr. Carolin and supported the need of the replacement.

City Clerk Susan C. Dauderis read by legal title only:

A. Volusia County Schools SRO Agreement

**RESOLUTION NO. 2025-98:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-98, as read by title only.**

Commissioner Sargent voiced concerns over the city funding the item, noting his support of the need for a School Resource Officer (SRO).

Commissioner Tolland stated there were other municipalities who shared financial responsibilities with the Volusia County School Board. She noted the disservice to the students if the item was not approved.

Commissioner Deaton agreed the School Board should further contribute to the SRO,

noting she would support the item as an SRO was needed.

Commissioner Sargent reiterated his support of an SRO at the school, noting his opposition was to the city funding it.

Commissioner Deaton inquired if staff could go to the School Board and renegotiate for future agreements.

Mayor Leslie stated there were many other municipalities that agreed to the same contract terms.

Commissioner Sargent noted he believed the item may qualify for state funding if the School Board had it in their budget.

Commissioner Tolland expressed concerns if the item was not approved and the school year started with no SRO in place. She stated her support requesting the School Board to pay for the SRO in future years.

Mayor Leslie stated how vital the SRO was to the school system.

Commissioner Tolland discussed future programs within the school system and the SRO's involvement.

Commissioner Sargent stated any contract with the School Board should be reviewed and pushed back onto them to pay as they had an extremely large budget.

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

City Clerk Susan C. Dauderis read by legal title only:

G. CDBG Military Boulevard Sidewalk Improvements

**RESOLUTION NO. 2025-108:** A RESOLUTION ACCEPTING A BID FROM DREWRY SITE DEVELOPMENT, LLC FOR CONSTRUCTION SERVICES REGARDING THE MILITARY BOULEVARD SIDEWALK IMPROVEMENTS PROJECT, UNDER BID NO. 2025-32; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Resolution No. 2025-108, as read by title only.**

Commissioner Briley thanked staff for the project and discussed the history of the sidewalks within the neighborhood.

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

City Clerk Susan C. Dauderis read by legal title only:

I. Brownfield Advisory Board Appointment

**RESOLUTION NO. 2025-110:** A RESOLUTION APPOINTING A MEMBER OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-108, as read by title only.**

Commissioner Sargent requested references be completed on the application of the nominee.

Mr. Hayes clarified references were not a requirement of the code and the application was for further information for the Commission and their decision making process.

Commissioner Tolland noted if the question was on the document, it should be completed and if the Commission agreed it could be removed from the application. She supported the references staying on as she utilized them during her review of applications.

**Commissioner Deaton moved, seconded by Commissioner Sargent, to approve with a completed application Resolution No. 2025-108, as read by title only.**

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

City Clerk Susan C. Dauderis read by legal title only:

J. Ormond Beach Housing Authority Appointment

**RESOLUTION NO. 2025-111:** A RESOLUTION APPOINTING LINDSEY WOLF AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING

AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2025-111, as read by title only.**

Commissioner Deaton requested Mayor Leslie to reconsider his nominee and consider the Housing Authority's recommendation. She discussed the Housing Authority's recommendation and their expertise on the subject.

Commissioner Tolland agreed with Commissioner Deaton noting the position left by Mr. Joe Daniels and the knowledge he brought to the board.

Mayor Leslie stated earlier in the year he went with the Housing Authority's nominee, noting he would like to give Ms. Lindsey Wolf the opportunity since she did not get it back then. He explained he would keep the Housing Authority's current nominee in mind for a future opening.

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

Mr. Hayes explained the appointee was at the sole discretion of the Mayor, noting the approval was purely an administerial duty. He noted if the nominee was denied, Mr. Daniels would be obligated to continue his service on the Housing Authority until an approved nominee could be appointed.

**Commissioner Deaton moved, seconded by Commissioner Sargent, to reconsider Resolution No. 2025-108.**

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

**Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-108, as read by title only.**

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

City Clerk Susan C. Dauderis read by legal title only:

Q. RFP Award - Broker for Property, Liability and Workers' Compensation Insurance

**RESOLUTION NO. 2025-118:** A RESOLUTION ACCEPTING THE PROPOSAL OF

FOUNDATION RISK PARTNERS, CORP REGARDING AGENT OF RECORD SERVICES FOR PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Deaton moved, seconded by Commissioner Briley, to approve Resolution No. 2025-99, as read by title only.**

Commissioner Sargent and Commissioner Tolland explained they would abstain from voting, noting they would provide their Form 8B to the City Clerk.

Commissioner Deaton requested staff speak to the item; whereby, Ms. Claire Whitley, Assistant City Manager, reviewed the vendors who submitted proposals and the benefits of remaining with Foundation Risk Partners.

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

City Clerk Susan C. Dauderis read by legal title only:

Y. **Disposition Item:** Auto Renewal - Yellowstone Landscape Grounds Maintenance

Commissioner Sargent thanked staff for bringing the item back from the June 3, 2025, City Commission meeting with the updated documents. He stated he was willing to explore sending the item out to bid in 2026, noting concerns of increased prices.

Mayor Leslie stated he heard several citizen concerns and inquired if the Commission was interested in having staff bring back auto-renewals to the Commission with enough time to decide if they want to auto-renew or send out to bid.

Commissioner Tolland expressed support and inquired about the timeframe, suggesting six months.

Commissioner Sargent expressed support of staff providing information on auto renewals stating it could be a workshop after each election to allow ample time for staff to plan accordingly.

Commissioner Tolland inquired if it would be for all auto-renewals, or just those over a certain limit.

Ms. Shanahan suggested allowing staff a chance to review all the auto-renewal contracts to allow staff to provide suggestions on how and when to bring back to the Commission for their review.

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

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

| LAST NAME—FIRST NAME—MIDDLE NAME | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE |
|---|---|
| billand Loretta Riehl | City Commission Ormond Beach |
| MAILING ADDRESS<br>5 Broadriver Rd Volusia | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br>☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY COUNTY<br>Ormond Beach | NAME OF POLITICAL SUBDIVISION: |
| DATE ON WHICH VOTE OCCURRED<br>7/22/25 | MY POSITION IS:<br>☑ ELECTIVE ☐ APPOINTIVE |

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

## ELECTED OFFICERS:

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

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

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

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

## APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta Tolland, hereby disclose that on July 22, 2025:

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

___ inured to my special private gain or loss;

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

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

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

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

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

My son works for an entity that may be awarded, (a proposal), a service agreement,

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

July 22, 2025
Date Filed

Loretta R Tolland
Signature

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

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

| LAST NAME—FIRST NAME—MIDDLE NAME | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE |
|---|---|
| Sargent - Travis - Craig | Ormond Beach City Commission |
| MAILING ADDRESS<br>406 N. Beach St. | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br>☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY<br>Ormond Beach<br>COUNTY<br>Volusia | NAME OF POLITICAL SUBDIVISION: |
| DATE ON WHICH VOTE OCCURRED<br>July 22, 2025 | MY POSITION IS:<br>☑ ELECTIVE ☐ APPOINTIVE |

## WHO MUST FILE FORM 8B

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

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

JUL31 25 8:21AM

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

## ELECTED OFFICERS:

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

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

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

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

## APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, TRAVIS SARGENT, hereby disclose that on July 22, 20 25:

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

___ inured to my special private gain or loss;

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

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

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

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

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

I am an employee of Foundation Risk Partners.

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

7/30/25
Date Filed

Signature

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

| | | |
|---|---|---|
| | Commissioner Tolland | Yes |
| Carried. | Mayor Leslie | Yes |

## 8. PUBLIC HEARINGS

City Clerk Susan C. Dauderis read by legal title only:

A. Land Development Code Amendments - 1000 block of North US Highway 1 Abutting the Tomoka River

**ORDINANCE NO. 2025-21:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS, SUBSECTION (C), DESIGN CRITERIA; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLANDS PROTECTION, SUBSECTION (H), BUFFER REQUIREMENTS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE LANDSCAPE BUFFER AND WETLAND BUFFER REQUIREMENTS FOR PROPERTIES LOCATED WITHIN THE 1000 BLOCK OF NORTH U.S. HIGHWAY 1, ORMOND BEACH, TO BE CONSISTENT WITH VOLUSIA COUNTY STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-21, on the first reading, as read by title only.**

Mr. Steven Spraker, Planning Director, reviewed the history of the property and the issues on the property due to the City's wetland standards and greenbelt buffers. He noted similar properties along the corridor and how the approval would be in line with the Volusia County wetland standards.

Commissioner Tolland inquired if the approval was required; whereby, Mr. Spraker stated if it was not approved, the site could not be developed if approval was not granted due to the buffer restraints, noting it was a governmental action that caused the loss of entitlements on the property.

Mr. Hayes clarified the history of the Interlocal Boundary Service Agreement with Volusia County and the impact on the zoning on the property.

Commissioner Tolland expressed support of the City's standards, noting she understood the limitations on the development of the property and the legal aspect.

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

City Clerk Susan C. Dauderis read by legal title only:

B. 155 North Nova Road, Signage Special Exception

**RESOLUTION NO. 2025-123:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION FOR A SIGN VARIANCE FOR PROPERTY LOCATED AT 155 NORTH NOVA ROAD, AND BEING SITUATED WITHIN THE B-1, PROFESSIONAL OFFICE/HOSPITAL ZONING DISTRICT, TO ALLOW THE RECONSTRUCTION OF A POLE SIGN DAMAGED BY HURRICANE MILTON BASED ON SITE SPECIFIC CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2025-123, as read by title only.**

Mr. Spraker reviewed the Special Exception request, noting it stemmed from the prior signage being destroyed by Hurricane Milton. He explained why the Special Exception was needed, noting the Planning Board's approval.

Commissioner Briley expressed support of the item.

Commissioner Sargent voiced concerns regarding the timeline of approvals on the item, inquiring if the item could be an administrative approval; whereby, Mr. Hayes stated due to the signage needing a special exception it did not allow for staff to approve.

Mr. Spraker stated the goal of the signage regulations was to bring the signs into compliance with the city's codes allowing for monument signs. He explained there were numerous signs that fell outside the city's code as the city did not allow for forced amortization. He stated once a sign fell, it was then required to be built to city standards, noting there were a few non-conforming signs that it may not be desired for them to be reconstructed if they were to fall.

Commissioner Sargent noted expediency for small businesses was crucial citing a small business that went out of business because they were not able to rebuild their signage, noting an 18 month delay for the applicant.

Commissioner Briley understood Commissioner Sargent's concerns, citing other monument signage issues.

Mayor Leslie inquired about the application timeline to get to the City Commission, questioning if it was an 18-month delay.

Mr. Spraker stated the hurricane hit in October 2024, and a sign permit application was received which was not approved with comments. He explained the applicant brought it back at a later date, which was then immediately sent to the Planning Board, followed by the next available City Commission meeting.

Commissioner Tolland agreed the process could be sped up for natural disaster applications. She noted the importance of Special Exceptions.

Mr. Rob Merrell, Cobb Cole Attorney on behalf of the applicant, thanked the Commission for their consideration. He discussed prior approvals on the item.

| | | |
|---|---|---|
| Call Vote: | Commissioner Briley | Yes |
| | Commissioner Tolland | Yes |
| | Commissioner Sargent | Yes |

| | | |
|---|---|---|
| | Commissioner Deaton | Yes |
| Carried. | Mayor Leslie | Yes |

## 9. FIRST READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Amendment to Code of Ordinances, Chapter 15, Parks and Recreation

**ORDINANCE NO. 2025-22:** AN ORDINANCE AMENDING SECTIONS 15-3 AND 15-8 OF CHAPTER 15, PARKS AND RECREATION, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, TO PROVIDE FOR THE REGULATION OF VAPING IN PARKS AND AT OTHER MUNICIPAL FACILITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.

**Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-22, on the first reading, as read by title only.**

Mr. Hayes noted the proposed ordinance was to prohibit vaping at the public parks and city facilities in addition to smoking.

Commissioner Tolland thanked the Commission for their consideration of the item and to staff for bringing the item back.

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

## 10. STAFF ACTION ITEMS

A. Florida League of Cities Voting Delegate

Ms. Susan Dauderis explained the item was for the Florida League of Cities (FLC) voting delegate for the FLC annual conference's business session.

Ms. Shanahan stated staff would notify the FLC of who the delegate was and just needed the consensus from the Commission.

**Commissioner Tolland moved, seconded by Commissioner Deaton, to nominate Commissioner Sargent as the delegate.**

Mayor Leslie stated he planned to nominate himself, noting if Commissioner Sargent accepted the nomination he would withdraw his own nomination.

Commissioner Briley supported Commissioner Sargent as the delegate.

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

| | | |
|---|---|---|
| | Commissioner Tolland | Yes |
| Carried. | Mayor Leslie | Yes |

## 11. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Shanahan provided details on upcoming meetings, workshops, events, and updates on city projects.

Commissioner Deaton discussed the proposed developments near Airport Road, noting it was Flagler County's jurisdiction. She stated she spoke with Volusia County Council Member Troy Kent requesting additional signage indicating Flagler County's jurisdiction along Airport Road, noting he agreed to handle it. She requested the Aviation Advisory Board survey other airports of like size and operations on landing fees.

Commissioner Tolland supported the Aviation Advisory Board to look into the landing fees, noting she would not like staff to do that.

Commissioner Sargent agreed, noting he previously requested it be looked into.

Commissioner Briley discussed the Flagler County developments, noting the confusion among residents.

Commissioner Tolland thanked staff for their work on the budget and the Commissioners for their discussions at the workshop. She discussed the population growth within the city. She thanked Mr. Doug Thomas and the Planning Board for their work on the WalMart Planned Business Development amendment. She commended the work at Cassen Park. She congratulated the Police Department on the three newest officers. She inquired about the infrastructure upgrades on Riverside Drive, causing road closures, and asked for the roadblocks to be on East Granada Boulevard; whereby, Mr. Finley stated staff would look into it as it would need the Florida Department of Transportation's (FDOT) approval. She requested the FDOT workshop be included in a planned upcoming workshop.

Commissioner Sargent expressed support of the Independence Day celebration and requested 2026 be even bigger to celebrate the Country's 250th anniversary. He suggested forming a committee, noting he would like to see flags lined along Granada Boulevard poles.

Mayor Leslie supported a bigger Independence Day celebration for 2026 and the formation of a committee.

Commissioner Sargent voiced support of Cassen Park and inquired if the bait shop could sell beer or wine; whereby, Mr. Hayes stated there was an ordinance that prohibited alcohol in a public park, noting staff could look into the ordinance. He explained other city facilities do sell alcohol, specifying the Performing Arts Center. Commissioner Sargent inquired when the video live-streaming would start; whereby, Ms. Shanahan stated it was tentatively set to begin in September. He questioned about the status of the updated website; whereby, Ms. Shanahan stated she would get an update for him. He thanked staff for their work on the budget, explaining the gaps in the budgeted funds and actuals.

Mayor Leslie discussed the events he attended, congratulated the new officers, and thanked staff for their work on the city's day at the Daytona Tortuga game. He invited the Commission to an event at the First Step Homeless Shelter.

Legislative Updates

Mr. Hayes discussed Senate Bill 784 and Senate Bill 180. He noted due to Senate Bill 784 the Land Development Code would need to be amended as the Bill was effective immediately. He reviewed the history of Home Rule and the issues with Senate Bill 180. He informed the Commission of an effort from an outside attorney to challenge the Senate Bill providing a brief overview of the required funds and the timeline the attorney planned to file the complaint and potential appeal. He explained there was a proposed resolution and inquired if the Commission had interest for him to bring it back to the Commission at a future meeting.

Mayor Leslie inquired about the anticipated outcome if filed; whereby, Mr. Hayes explained there were no guarantees on the outcome of the claim.

Mr. Hayes stated he believed there was an opportunity with the claim and discussed the history of the attorney handling the claim.

Commissioner Deaton expressed interest in pursuing if Mr. Hayes was optimistic for the outcome; whereby, Mr. Hayes stated the practice of law and litigation was not easy to predict, noting he believed it had a chance.

Commissioner Tolland voiced support and inquired if recent ordinances would stay intact; whereby, Mr. Hayes explained if a developer believed the ordinance was burdensome or overly restrictive with written notice, the city had 14 days to withdraw or repeal the ordinance before the developer could file a suit. She inquired if the $15,000 was a flat rate or if it was dependent upon a certain number of municipalities joining the suit; whereby, Mr. Hayes indicated it was a flat rate.

Commissioner Sargent requested further information on the claim, including costs and other municipalities who joined; whereby, Mr. Hayes stated the costs would be a flat rate of $10,000 for the first claim and an additional $5,000 if an appeal was needed, noting no further funds would be required.

Commissioner Briley inquired if the proposed stormwater policies would be allowed still; whereby, Mr. Finley stated it would be hard to provide a response, as it would be allowed until someone decided to challenge it, noting he believed it was not overly restrictive.

Mr. Hayes confirmed he would gather more information and bring back the resolution to the Commission for consideration.

Commissioner Deaton expressed concerns regarding the two Senate Bills, encouraging residents to reach out to their state legislators to express their concerns.

## 12. ADJOURNMENT

Mayor Leslie adjourned the meeting at 09:30 PM.

APPROVED: August 5, 2025

BY: _____

Jason Leslie, Mayor

ATTEST:

_____

Susan Carroll Dauderis,
City Clerk

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.A. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Authorization to Approve Purdue Pharma Bankruptcy Plan | | |
| **Recommended Action** | It is recommended that the City Commission accept the Purdue Pharma bankruptcy plan and authorize the Mayor, City Manager or their designees to vote to accept the plan and to execute any necessary documents in connection therewith. | | |
| **Strategic Goal** | Governance - Other | | |
| **Department Staff Contact** | City Attorney<br>Ann-Margret Emery, Deputy City Attorney | | |

Summary

Introduction:
This is a resolution to authorize the City to approve the Purdue Pharma bankruptcy plan in connection with the national opioid crisis.

Background:
Purdue Pharma, a pharmaceutical company that developed and marketed opioid pain medications, filed a Chapter 11 bankruptcy and agreed to an $8 million settlement for its role in the national opioid crisis. The settlement funds will be deposited into a public beneficiary trust and will be distributed to opioid creditors, including the City of Ormond Beach.

While it is not yet known how much the city will receive, any funds must be utilized for strategies, programming and services to expand the availability of treatment for individuals impacted by opioid use disorder or related mental health/substance use disorders.

Financial Impact

There is no impact upon the city budget.

Citizen Impact

None

Attachments

1. 25-124 Purdue Pharma Bankrupcy vote (P25-0093G)
2. Purdue Chapter 11 Plan

**RESOLUTION NO. 2025-124**

A RESOLUTION APPROVING THE PURDUE PHARMA BANKRUPTCY PLAN IN CONNECTION WITH THE NATIONAL OPIOID CRISIS; AUTHORIZING THE SUBMITTAL OF A VOTE ON THE PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** Purdue Pharma, a pharmaceutical company that developed and marketed opioid pain medicine, agreed to an $8 billion settlement for its role in the national opioid crisis, and

**WHEREAS,** the settlement includes a Chapter 11 filing by Purdue Pharma, which will be restructured as a public beneficiary trust from which the settlement funds will be distributed to pay claims of opioid creditors, including the City of Ormond Beach (a copy of said plan is attached hereto and incorporated herein by reference), and

**WHEREAS**, the City's professional staff recommends voting to accept the plan, now therefore,

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

**SECTION ONE.** The City Commission hereby approves of the Purdue Pharma bankruptcy plan.

**SECTION TWO.** The mayor, city manager, and the city's attorneys or their designees, are hereby authorized and directed to execute any and all papers that are necessary and incidental to vote to approve the Purdue Pharma bankruptcy plan.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025**.

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | |
|---|---|
| ***In re:*** | ***Chapter 11*** |
| ***PURDUE PHARMA L.P., et al.,*** | ***Case No. 19-23649 (SHL)*** |
| ***Debtors.***[1] | ***(Jointly Administered)*** |

# THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Eli J. Vonnegut
Christopher S. Robertson
Joshua Y. Sturm
Abraham Bane

Counsel to the Debtors
and Debtors in Possession

Dated: July 1, 2025
New York, New York

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

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Each of Purdue Pharma L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield BioVentures L.P., Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Purdue Products L.P. (f/k/a Avrio Health L.P.), Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma LP and SVC Pharma Inc. (each, a "***Debtor***" and, collectively, the "***Debtors***" or "***Purdue***") proposes the following thirteenth amended joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## ARTICLE I DEFINITIONS AND INTERPRETATION.

### 1.1 ***Definitions***.

The following terms shall have the respective meanings specified below:

"***Access Materials***" has the meaning set forth in Section 5.13(f)(i) of the Plan.

"***Act***" has the meaning set forth in Section 5.2(f)(i)(D) of the Plan.

"***Ad Hoc Committee***" means the ad hoc committee of governmental and other contingent litigation claimants identified in the *Verified Statement Pursuant to Bankruptcy Rule 2019* [D.I. 279], as may be amended from time to time.

"***Ad Hoc Group of Hospitals***" means the Ad Hoc Group of Hospitals identified in the *Second Amended Verified Statement of the Ad Hoc Group of Hospitals Pursuant to Bankruptcy Rule 2019* [D.I. 1536].

"***Ad Hoc Group of Individual Victims***" means the Ad Hoc Group of Individual Victims of Purdue Pharma L.P. identified in the *Second Amended Verified Statement of the Ad Hoc Group of Individual Victims of Purdue Pharma L.P., et al., Pursuant to Bankruptcy Rule 2019* [D.I. 3939], as may be amended from time to time.

"***Adlon General Unsecured Claim***" means any Claim against Adlon Therapeutics L.P. that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Intercompany Claim or a Shareholder Claim.

"***Administrative Claim***" means any Claim against any Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to section 327, 328, 330, 365, 503(b), 507(a)(2) or 507(b) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' business, (ii) any Professional Fee Claim, (iii) any fee or charge assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, (iv) any Allowed Claim that is to be treated as an Administrative Claim pursuant to a Final Order of the Bankruptcy Court under section 546(c)(2) of the Bankruptcy Code, (v) once Allowed in accordance with Section 2.3(a) of the Plan, the DOJ Forfeiture Judgment Claim and (vi) any Allowed Cure Claim.

"***Aggregate LG Cost Cap***" has the meaning set forth in Section 5.9(a)(i) of the Plan.

"***Aggregate State Expenses Cap***" has the meaning set forth in Section 5.9(b) of the Plan.

"***AHC Reimbursement Agreement Assumption Order***" means the *Order Authorizing the Debtors to Assume the Reimbursement Agreement and Pay the Fees and Expenses of the Ad Hoc Committee's Professionals* [D.I. 553], as amended or supplemented by the Bankruptcy Court pursuant to D.I. 1617 and D.I. 2190.

"***Allowed***" means (i) any Claim held by a Settling Creditor or a Non-Hospital Healthcare Provider Claim (in each case, whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (ii) with respect to any Claim held by a Non-Settling Creditor, such Claim that has been allowed in accordance with the Plan or a Final Order (whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (iii) with respect to any Adlon General Unsecured Claim or Avrio General Unsecured Claim, such Claim that is Scheduled as not disputed, contingent or unliquidated, and for which no Proof of Claim or Interest, as applicable, has been timely filed, and (iv) with respect to any Claim (other than a Channeled Claim) against a Debtor, such Claim (A) that is allowed pursuant to the Plan or a Final Order, (B) as to which no objection has been timely filed and that is evidenced by a Proof of Claim timely filed by the applicable Bar Date or that is not required to be evidenced by a filed Proof of Claim under the Plan, the Bankruptcy Code or a Final Order or (C) the amount of which has been agreed, compromised, settled or otherwise resolved pursuant to the authority of the Debtors or the Plan Administration Trustee, as applicable. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim on and after the Petition Date. No Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount for which it is liable to the applicable Debtor or the Plan Administration Trustee as provided in section 502(d). Correlative terms such as "Allow" and "Allowance" have correlative meanings. For the avoidance of doubt, any Channeled Claim that is Allowed under the Plan shall still be subject to, and shall only receive a distribution pursuant to, the applicable Creditor Trust Documents.

"***Asset***" means, with respect to a Person, all of the right, title and interest of such Person in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible and intangible property, which, for avoidance of doubt, includes insurance policies and any rights, claims or potential claims with respect thereto.

"***Assumed Liabilities***" means the liabilities of the Debtors assumed by NewCo as expressly set forth in the NewCo Transfer Agreement.

"***Assumption Notice***" means a notice of the assumption or assumption and assignment and any proposed Cure Amount provided to counterparties to executory contracts and unexpired leases pursuant to the Solicitation Procedures Order.

"***Avrio General Unsecured Claim***" means any Claim against Purdue Products L.P. (f/k/a Avrio Health L.P.) that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Intercompany Claim or a Shareholder Claim. "***Bankruptcy Code***" means title 11 of the United States Code, as applicable to the Chapter 11 Cases.

"***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases and, to the extent any reference made under section 157 of title 28 of the United States Code is withdrawn or the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the United States District Court for the Southern District of New York.

"***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

"***Bar Date***" means, as applicable, the General Bar Date or any other date established by the Bankruptcy Court as the deadline by which Proofs of Claim or requests for payment of Administrative Claims must be filed.

"***Bar Date Order***" means, collectively, (i) the *Order Establishing (I) Deadlines for Filing Proofs of Claims and Procedures Relating Thereto, (II) Approving the Proof of Claim Forms, and (III) Approving the Form and Manner of Notice Thereof* [D.I. 800] and (ii) the *Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof* [D.I. 1221].

"***Benefit Plan***" means any "employee benefit plan" as defined in section 3(3) of ERISA, compensation, employment, consulting, severance, retention or similar plan, agreement, arrangement, program or policy, or other plan, agreement, arrangement, program or policy providing for compensation, bonuses or other forms of incentive compensation, including the Key Employee Plans, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, perquisites, disability or sick leave benefits or employee assistance program, in each case, that is sponsored, maintained or administered or entered into by the Debtors for the benefit of their respective employees or non-employee directors.

"***Breaching Shareholder Family Group***" means a Shareholder Family Group that is in Specified Breach (as defined in the Master Shareholder Settlement Agreement).

"***Business Day***" means any day other than a Saturday, a Sunday or any other day which is a federal holiday.

"***Canadian Patient Claim Settlement Stipulation***" means the *Amended and Restated Stipulation and Order Permitting the Filing of a Class Proof of Claim Solely for Administrative Convenience in Order to Effectuate a Potential Settlement in Respect of Certain Canadian Patient Litigation* [D.I. 1515].

"***Canadian Patient Settlement Agreement***" means the "Patient Settlement Agreement" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Canadian Patient Settlement Trust***" means the "Settlement Trust" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Case Stipulation***" means the *Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties* [D.I. 518], including any predecessors thereto.

"***Cash***" means all legal tender of the United States of America.

"***Cause of Action***" means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or

unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, whether arising before, on or after the Petition Date, arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter ego, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, "Cause of Action" expressly includes (i) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, (ii) any right of setoff, counterclaim or recoupment and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) the right to object to or otherwise contest Claims or Interests, (iv) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any claim or defense, including fraud, mistake, duress and usury and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any claim under any state or foreign law, including for the recovery of any fraudulent transfer or similar theory.

"***Channeled Claims***" means, collectively, all Non-Federal Domestic Governmental Channeled Claims, Tribe Channeled Claims, Public School Channeled Claims, Healthcare Provider Channeled Claims, Third-Party Payor Channeled Claims, ER Physician Channeled Claims, and PI Channeled Claims.

"***Channeling Injunction***" means the channeling injunction issued pursuant to Section 10.8 of the Plan.

"***Chapter 11 Cases***" means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on or after the Petition Date (and not otherwise dismissed), currently pending in the Bankruptcy Court that are jointly administered in the case styled *In re Purdue Pharma L.P.*, Case No. 19-23649 (SHL).

"***Civil Settlement Agreement***" means that certain civil settlement agreement attached as Exhibit C to the DOJ 9019 Motion, as approved and modified by the DOJ 9019 Order, by and among Purdue Pharma L.P. and the United States, acting through the United States Department of Justice, Civil Division, Commercial Litigation Branch, the United States Attorney's Office for the District of New Jersey, the United States Attorney's Office for the District of Vermont, and on behalf of the Office of Inspector General of the United States Department of Health and Human Services, the Defense Health Agency, acting on behalf of the TRICARE Program, 10 U.S.C. §§ 1071-1110b, and the Office of Personnel Management.

"***Claim***" has the meaning set forth in section 101(5) of the Bankruptcy Code. For the avoidance of doubt, unless otherwise indicated herein, "Claim" shall not be limited to Claims against the Debtors or to Claims for which a Proof of Claim was submitted.

"***Claim-Over***" means a Cause of Action asserted by a Non-Released Party against a Shareholder Released Party or a Released Party on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasing Party.

"***Claims Reserves***" means, collectively, (i) PAT Disputed Claims Reserves, and (ii) Creditor Trust Non-Participating Claims Reserves.

"***Class***" means any group of Claims or Interests classified under this Plan pursuant to section 1122(a) of the Bankruptcy Code.

"***Class 4 Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Non-Federal Domestic Governmental Channeled Claims.

"***Class 4 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Non-Federal Domestic Governmental Channeled Claims.

"***Class 4 Non-PRA Non-Participating Claims Reserve***" means the Creditor Trust Non-PRA Non-Participating Claims Reserve held and administered by the Governmental Remediation Trust.

"***Class 4 PRA Non-Participating Claims Reserve***" means the Creditor Trust PRA Non-Participating Claims Reserve held and administered by the Governmental Remediation Trust.

"***Class 5 Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Tribe Claims.

"***Class 5 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Tribe Claims.

"***Class 6 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Public School Claims.

"***Class 6 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Public School Claims.

"***Class 7 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Healthcare Provider Claims.

"***Class 7 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Healthcare Provider Claims.

"***Class 8 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Third-Party Payor Claims.

"***Class 8 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Third-Party Payor Claims.

"***Class 9 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating ER Physician Claims.

"***Class 9 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating ER Physician Claims.

"***Class 10(a) Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating NAS PI Claims.

"***Class 10(a) Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating NAS PI Claims.

"***Class 10(b) Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Non-NAS PI Claims.

"***Class 10(b) Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Non-NAS PI Claims.

"***Class Action Escrow Accounts***" has the meaning set forth in Section 5.2(e)(i) of the Plan.

"***Co-Defendant***" means any co-defendant in a Pending Opioid Action commenced as of the Effective Date, in each case, other than (x) the Debtors and their current and former officers, directors, authorized agents and employees and (y) the Shareholder Released Parties.

"***Co-Defendant Action***" means any Pending Opioid Action and any previous, pending, or future litigation or dispute that alleges substantially similar facts or causes of action as those alleged in the Pending Opioid Actions and that concerns conduct occurring before the Effective Date.

"***Co-Defendant Claim***" means any Claim, other than a Claim held by an Insurance Company, that (i) either (A) is or could be asserted against any Debtor, including without limitation any Claim that would otherwise be a Cure Claim or (B) seeks to recover from any property of any Debtor or its Estate, including any MDT Insurance Policy, (ii) is for or based upon or arises from contribution, indemnification, reimbursement, setoff or recoupment or any other similar claim or Cause of Action, and (iii) seeks to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such Claim, in each case relating to or arising from any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or otherwise relating to opioids (including, without limitation, any such Claims asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or other contract counterparty or business partner of any Debtor), in each case that is not a Shareholder Claim or a Claim held by any current or former director, officer, employee or agent of the Debtors. For the avoidance of doubt, a Co-Defendant Claim shall not include any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of a Co-Defendant Claim shall be a Co-Defendant Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim. For the avoidance of doubt, Co-Defendant Claim includes a Claim that is held by an insurance company in its capacity as subrogee of a Holder of a Co-Defendant Claim.

"***Co-Defendant Defensive Rights***" means any and all direct, or indirect, protections, immunities, objections, assertions, Causes of Action and, in each case, of any kind, character or nature, whether legal, equitable or contractual, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions and Claims against liability, rights to setoff, offset, recoupment, counter-claims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses or judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault of the applicable Holder of a Co-Defendant Claim to any Person that asserts any Cause of Action against such Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability or damages, or seek judgment reduction or otherwise defend against any Cause of Action brought by any Person against the Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities and (ii) shall in no case be used to seek or obtain any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Purdue Insurance Policy or any other insurance policy of a Protected Party) on account of any Released Claim or Shareholder Released Claim.

"***Co-Defendant Surviving Pre-Effective Date Claim***" means any Cause of Action held by a Co-Defendant that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

"***Common Benefit Fund***" has the meaning set forth in Section 5.9(d) of the Plan.

"***Confirmation Date***" means the date on which the Bankruptcy Court enters the Confirmation Order.

"***Confirmation Hearing***" means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

"***Confirmation Order***" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code and approving the Plan Settlement, which shall be in form and substance acceptable to the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties.

"***Contract Dispute***" means an unresolved objection regarding assumption or assumption and assignment, Cure Amount, "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) or other issues related to assumption or assumption and assignment of an executory contract or unexpired lease.

"***Covered Conduct***" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) relating in any way to (1) compounding, counseling or documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Shareholder Released Parties or physicians or pharmacists identified by any Shareholder Released Party as potentially engaging in suspicious or problematic conduct; or (5) diversion control programs or suspicious order monitoring.

"***Creditor Trust***" means (i) with respect to Non-Federal Domestic Governmental Channeled Claims, the Governmental Remediation Trust, (ii) with respect to Tribe Channeled Claims, the Tribe Trust, (iii) with respect to Healthcare Provider Channeled Claims, the Healthcare Provider Trust, (iv) with respect to ER Physician Channeled Claims, the ERP Trust, (v) with respect to Public School Channeled Claims, the Public School Trust, (vi) with respect to Third-Party Payor Channeled Claims, the TPP Trust, and (vii) with respect to PI Channeled Claims, the PI Trust.

"***Creditor Trust Advance Amount***" means, with respect to each Creditor Trust, a reduction in Distributions equal to amounts advanced to such Creditor Trust prior to the Effective Date pursuant to the Creditor Trust Establishment Order.

"***Creditor Trust Establishment Order***" means the *Order (I) Authorizing the Debtors to Fund Establishment of the Creditor Trusts, the Master Disbursement Trust and Topco, (II) Directing Prime Clerk LLC to Release Certain Protected Information, and (III) Granting Other Related Relief* [D.I. 3773].

"***Creditor Trust Non-Participating Claims Reserves***" means the (i) Creditor Trust Non-PRA Non-Participating Claims Reserves, (ii) Creditor Trust PRA Non-Participating Claims Reserves and (iii) Select Private Creditor Trust Non-Participating Claims Reserves. "***Creditor Trust Non-PRA Non-Participating Claims Reserves***" means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 4, 5 and 10(b), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Creditor Trust Non-PRA Non-Participating Claims Reserve shall be funded with Non-PRA Estate Distributions in accordance with Sections 7.2(c) and (d) of this Plan, as applicable.

"***Creditor Trust PRA Non-Participating Claims Reserves***" means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 4, 5 and 10(b), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Creditor Trust PRA Non-Participating Claims Reserve shall be funded with PRA Estate Distributions in accordance with Sections 7.2(c) and (d) of this Plan, as applicable.

"***Creditor Trust Documents***" means, collectively, the Governmental Remediation Trust Documents, the Tribe Trust Documents, the Public School Trust Documents, the Healthcare Provider Trust Documents, the ERP Trust Documents, the TPP Trust Documents and the PI Trust Documents.

"***Creditor Trust Operating Expenses***" means, with respect to each Creditor Trust, any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of such Creditor Trust, including in connection with the reconciliation and administration of the Channeled Claims channeled to such Creditor Trust, working capital and all compensation, costs and fees of the Creditor Trustees of such Creditor Trust and any professionals retained by such Creditor Trustees.

"***Creditor Trust Operating Reserves***" means the reserves to be established to pay the Creditor Trust Operating Expenses of the respective Creditor Trusts, as and to the extent set forth in the Creditor Trust Documents. The Creditor Trust Operating Reserves shall be (i) funded with Cash and cash equivalents held by the respective Creditor Trusts in accordance with the respective Creditor Trust Documents and (ii) held by the respective Creditor Trusts in a segregated account and administered by the respective Creditor Trustees.

"***Creditor Trust Overseer(s)***" means, with respect to each Creditor Trust, the Person(s) responsible for the administration of such Creditor Trust or advisory or oversight committee member(s), as applicable, for such Creditor Trust, in each case, appointed in accordance with Section 5.8(c) of the Plan and the Creditor Trust Documents for such Creditor Trust.

"***Creditor Trust TDPs***" means, collectively or as applicable, the Governmental Remediation Trust Documents, the Tribe TDP, the Healthcare Provider TDP, the Public School TDP, the ERP TDP, the TPP TDP, and the PI TDP.

"***Creditor Trustee(s)***" means each trustee of a Creditor Trust or, collectively, the trustees of the Creditor Trusts, in each case, appointed in accordance with Section 5.8(c) of the Plan, including the Governmental Remediation Trust Trustees.

"***Creditors' Committee***" means the statutory committee of unsecured creditors appointed by the U.S. Trustee on September 27, 2019 pursuant to section 1102(a)(1) of the Bankruptcy Code.

"***Cure Amount***" means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors, and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

"***Cure Claim***" means a Claim for a Cure Amount in connection with the assumption or assumption and assignment of an executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

"***Cutoff Date***" has the meaning set forth in Section 5.13(i)(i) of the Plan.

"***D&O Insurance Policies***" means all directors and officers/executive liability insurance policies (including extension of coverage of any policy beyond the end of the policy period) issued to or providing insurance coverage at any time to any of the Debtors' directors, officers, managers or authorized agents, in their respective capacities as such, for alleged Wrongful Acts (as defined in such policies) or similar triggering acts, and all agreements, documents or instruments relating thereto.

"***Debtor(s)***" has the meaning set forth in the introductory paragraph of the Plan.

"***Debtor Party***" means any Debtor, Estate, transferee of any Cause of Action held at any time by any Debtor or Estate, or any Person prosecuting any such Cause of Action on behalf of any Debtor or Estate.

"***Defense Counsel***" has the meaning set forth in Section 5.13(s)(v) of the Plan.

"***Definitive Documents***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Designated Shareholder Released Parties***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Direct Claims Shareholder Settlements***" means the Governmental Entity Shareholder Direct Settlement, the Tribal Shareholder Direct Settlement, the Public School District Shareholder Direct Settlement, the Third-Party Payor Shareholder Direct Settlement, the ER Physician Shareholder Direct Settlement, the Hospital Shareholder Direct Settlement, the PI Shareholder Direct Settlements and any other settlements that contemplate releases similar to the foregoing that are entered into by and among the Shareholder Payment Parties and Holders of Claims, if applicable.

"***Direct Claims Shareholder Settlement Agreements***" means, collectively, the (i) Governmental Entity Shareholder Direct Settlement Agreement, (ii) Tribal Shareholder Direct Settlement Agreement, (iii) ER Physician Shareholder Direct Settlement Agreement, (iv) Hospital Shareholder Direct Settlement Agreement, and (v) Public School District Shareholder Direct Settlement Agreement.

"***Direct Claim Settlement Retained Payment Amounts***" shall mean:

(a) with respect to each Direct Claims Shareholder Settlement other than the Third-Party Payor Shareholder Direct Settlement and the PI Shareholder Direct Settlements and at the relevant time, (i) the maximum amounts payable pursuant to the applicable Direct Claims Shareholder Settlement Agreement *less* (ii) amounts actually paid pursuant to the applicable Direct Claims Shareholder

Settlement Agreement, in each case as set forth in the applicable Direct Claims Shareholder Settlement Agreement;

(b) with respect to the Third-Party Payor Shareholder Direct Settlement, the TPP Direct Claim Settlement Retained Payment Amount; and

(c) with respect to the PI Shareholder Direct Settlements, the NAS PI Direct Claim Settlement Retained Payment Amount and Non-NAS PI Direct Claim Settlement Retained Payment Amount.

"***Direct Settlement Eligible NAS PI Claims***" means NAS PI Claims held by Holders that timely filed Proofs of Claim that either (i) satisfy the requirements of the NAS PI TDP, including by such Holders having (a) submitted their NAS PI Trust Claim Form (as defined in the PI and TPP Claims Procedures Order) by the deadline set forth in the PI and TPP Claims Procedures Order, and (b) in the determination of the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order), provided sufficient information substantiating their asserted NAS PI Claims, or (ii) are Allowed pursuant to a Final Order on or prior to the Effective Date.

"***Direct Settlement Eligible Non-NAS PI Claims***" means Non-NAS PI Claims held by Holders that timely filed Proofs of Claim that either (i) satisfy the requirements of the Non-NAS PI TDP, including by such Holders having (a) submitted their Non-NAS PI Trust Claim Form (as defined in the PI and TPP Claims Procedures Order) by the deadline set forth in the PI and TPP Claims Procedures Order, and (b) in the determination of the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order), provided sufficient information substantiating their asserted Non-NAS PI Claims, or (ii) are Allowed pursuant to a Final Order on or prior to the Effective Date.

"***Direct Settlement Eligible TPP Claims***" means Third-Party Payor Claims held by Holders that timely filed or were included in timely filed Proofs of Claim, and any amendments thereto. "***Disallowed***" means (i) with respect to a Channeled Claim, or any portion thereof, such Channeled Claim that has been disallowed by a Final Order or pursuant to a settlement, and (ii) with respect to any Claim against a Debtor (other than a Channeled Claim), such Claim, or any portion thereof, that (A) has been disallowed under this Plan, by a Final Order or pursuant to a settlement, (B) is Scheduled at zero dollars ($0) or as contingent, disputed or unliquidated and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the Bar Date Order, or otherwise deemed timely filed under applicable law, or (C) is not Scheduled and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law. Correlative terms such as "Disallow", and "Disallowance" have correlative meanings.

"***Disallowed Claim Distribution***" shall have the meaning set forth in Section 7.8 of this Plan.

"***Disbursing Agent***" means any Person in its capacity as disbursing agent under Article VI of the Plan, including the Plan Administration Trustee acting in such a capacity to make Distributions in respect of Allowed Claims, other than Channeled Claims, pursuant to the Plan.

"***Disclosure Program Budget***" has the meaning set forth in Section 5.13(e) of the Plan.

"***Disclosure Statement***" means the disclosure statement for this Plan, as may be amended or supplemented from time to time, prepared and distributed in accordance with sections 1125, 1126(b) and

1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018 and other applicable law, and all exhibits, appendices, schedules, supplements, modifications, amendments, annexes and attachments to such disclosure statement.

"***Disposition Event***" has the meaning set forth in Section 5.4(d)(ii) of the Plan.

"***Disputed***" means, with respect to a Claim against a Debtor, a Claim that is not yet Allowed or Disallowed, regardless of whether such Claim is the subject of an objection.

"***Disputed Cure Claim***" means the amount that a counterparty to a Contract Dispute alleges must be paid in order for an executory contract or unexpired lease to be assumed or assumed and assigned as provided under the Plan.

"***Disputed Cure Claims Reserve***" means a reserve established to pay the aggregate amount of Disputed Cure Claims or such lower amount as ordered by the Bankruptcy Court or agreed to by the parties to the applicable executory contract or unexpired lease. The Disputed Cure Claims Reserve shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date in a manner consistent with the Master Shareholder Settlement Agreement.

"***Distribution***" means any initial or periodic payment or transfer of consideration in respect of Allowed Claims or Channeled Claims made under this Plan (including any amounts funded under any Direct Shareholder Settlement Agreement); *provided* that all Distributions to Holders in respect of Channeled Claims shall be exclusively from the applicable Creditor Trust or Sub-Qualified Settlement Fund in accordance with the applicable Creditor Trust Documents.

"***Distribution Record Date***" means the record date for purposes of making Distributions under the Plan on account of Allowed Claims, which date shall be the Effective Date.

"***DOB***" means the volunteer disclosure oversight board created in accordance with Section 5.13(c) of the Plan.

"***DOJ***" means the United States Department of Justice.

"***DOJ 9019 Motion***" means the *Motion of Debtors Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Authorizing and Approving Settlements Between the Debtor and the United States* [D.I. 1828].

"***DOJ 9019 Order***" means the *Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Authorizing and Approving Settlements Between the Debtors and the United States* [D.I. 2004].

"***DOJ Civil Claim***" means the "Civil Claim" as defined in the DOJ 9019 Order in the amount of $2.8 billion.

"***DOJ Conviction Judgment Date***" means the date on which the United States District Court for the District of New Jersey enters a judgment of conviction pursuant to the Plea Agreement and the DOJ 9019 Order.

"***DOJ Criminal Fine Claim***" means the "Criminal Fine Claim" as defined in the DOJ 9019 Order in the amount of $3.544 billion.

"***DOJ Forfeiture Judgment Claim***" means the "Forfeiture Judgment" as defined in the DOJ 9019 Order in the amount of $2 billion.

"***DOJ Forfeiture Judgment Credit***" means the amount of value distributed or otherwise conferred by the Debtors in respect of Non-Federal Domestic Governmental Claims and Tribe Claims, which shall be credited against the DOJ Forfeiture Judgment Claim pursuant to the Plan and the Plea Agreement, it being understood and agreed that (i) the amount so credited shall not exceed $1.775 billion, and (ii) the Confirmation Order shall include a finding that the amount of value distributed or otherwise conferred by the Debtors in respect of Non-Federal Domestic Governmental Claims and Tribe Claims exceeds $1.775 billion.

"***DOJ Forfeiture Payment***" means a payment of $225 million in Cash by PPLP to the United States Marshals in accordance with the Plan, the Plea Agreement and the DOJ 9019 Order.

"***DOJ Repository Obligation***" has the meaning set forth in Section 5.13(b) of the Plan.

"***DOJ Resolution***" means the Plea Agreement and the Civil Settlement Agreement, including the settlements contemplated therein and the other terms and conditions thereof.

"***DOJ Unsecured Claims***" means the DOJ Civil Claim and the DOJ Criminal Fine Claim.

"***Domestic Governmental Entity***" means the United States or any State, county, municipality, Tribe, or other Governmental Unit within the United States, or an officer of any of the foregoing in his or her official capacity. For the avoidance of doubt, Domestic Governmental Entity shall include the organizations listed on Exhibit B of the Plan but shall not include (a) any Non-Federal Acute Care Hospitals, (b) any elementary, middle, or secondary public school district in the United States, (c) California health districts acting as Third-Party Payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established by the Bar Date Order, or (d) any hospitals listed on Exhibit A of the Plan.

"***Effective Date***" means the date selected by the Debtors for the consummation of the Plan, or as soon thereafter as reasonably practicable.

"***Effective Date Cash***" means, collectively all Cash and cash equivalents of the Debtors (including all amounts paid on the Effective Date directly to, or pursuant to direction from, the MDT under the Shareholder Settlement Agreements) on the Effective Date prior to the making of any payments by the Debtors or the MDT, as applicable, in accordance with the Restructuring Transactions, excluding any Cash and cash equivalents (i) in the form of security deposits, (ii) that collateralize any obligations of the Debtors or (iii) that are otherwise subject to any legal, contractual or other restriction on the ability to freely transfer such Cash or cash equivalents.

"***EMTALA***" means the Emergency Medical Treatment & Labor Act, 42 U.S.C. § 1395dd.

"***Entity***" has the meaning set forth in section 101(15) of the Bankruptcy Code.

"***ER Physician***" means an emergency room physician, in its capacity as such.

"***ER Physician Channeled Claim***" means (i) any ER Physician Claim or (ii) any Claim held by an ER Physician that is released pursuant to the ER Physician Shareholder Direct Settlement Agreement. ER Physician Channeled Claims shall be channeled to the ERP Trust in accordance with the Plan and Master TDP.

"***ER Physician Claims***" means any Claim against any Debtor that is held by an ER Physician, provided that such Claim arose when such ER Physician's billing and revenue collection were entirely separate from the billing and revenue collection practices of the medical facility at which such ER Physician practiced, and such ER Physician was not employed by such medical facility.

"***ER Physician Shareholder Direct Settlement***" means the settlement set forth in the ER Physician Shareholder Direct Settlement Agreement.

"***ER Physician Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended. 29 U.S.C. §§ 1301-1461.

"***ERP TDP***" means the trust distribution procedures to be implemented by the ERP Trust setting forth the procedures for Distributions from the ERP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the ERP Trustee, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***ERP Trust***" means the trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the ER Physician Channeled Claims, (ii) collect the Initial ERP Trust Distribution and additional payments due under the MDT ERP Claim in accordance with the Private Entity Settlements and the ERP Trust Documents, (iii) administer ER Physician Channeled Claims, (iv) hold and administer the Class 9 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 9 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the ERP TDP.

"***ERP Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the ERP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the ERP Trustee, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***ERP Trust Documents***" means the ERP Trust Agreement and the ERP TDP.

"***ERP Trustee***" means Dr. Michael Masiowski, or such successor(s) as may be appointed pursuant to the terms of the ERP Trust Documents.

"***Estate(s)***" means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

"***Estate Causes of Action***" means, in each case whether or not asserted, any and all Causes of Action that any Debtor or its Estate may have, hold, or control, or be entitled to assert, or that any Person may be entitled to assert, currently or in the future, by, through, under, or on behalf of any Debtor or its Estate, and each of their respective successors or assigns, including, without limitation, any and all Causes of Action that: (i) were included in the proposed complaint filed by the Creditors' Committee [D.I. 6685-2]; (ii) seek to avoid or recover any transfer of property or value by any Debtor or its Estate, or to avoid any obligation incurred by any Debtor or its Estate, including on a theory of fraudulent transfer, fraudulent conveyance, preference, turnover, unjust enrichment, constructive trust, or conversion; (iii) arise from an injury suffered by a Debtor, including Causes of Action arising from a breach of fiduciary duty, mismanagement, corporate waste, or similar theories arising out of a Person's ownership, management,

oversight, operation, status, tenure, conduct, omission, liability, action, or inaction at any time as a stockholder, affiliate, owner, partner, member, manager, director, officer, employee, servant, agent, representative, attorney, creditor, successor, assign, or other relationship with a Debtor or any of its predecessors; (iv) arise from disregarding the separateness of any Debtor or its Estate or imputing the liability of any Debtor or its Estate to another Person, including on a theory of successor liability, vicarious liability, respondeat superior, alter ego, veil piercing, agency, control person liability, or joint venture; (v) arise from a common injury that (a) could be asserted by creditors of a Debtor or its Estate or (b) arises from a breach of duty owed to a Debtor or its Estate; (vi) are property of any Debtor or its Estate or can be asserted, settled, or released by any Debtor or its Estate under the Bankruptcy Code or other applicable law; or (vii) are other derivative claims duplicative of any of the foregoing. Estate Causes of Action shall not include any Cause of Action arising from a breach by a non-Debtor of a legally cognizable duty or statutory prohibition – including not to engage personally in fraud, misrepresentation, or misconduct that causes a nuisance, in each case under consumer protection laws and like regulatory laws or statutes (such as UDAP laws) or the common law – which duty or statutory obligation is owed by such non-Debtor directly to the Person asserting such Cause of Action (or to the citizenry on whose behalf such Person is charged to act), where the injury caused by such breach is particular to the Person asserting such Cause of Action (or the citizenry on whose behalf such Person is charged to act) and is not an injury common to creditors of the Debtor or its Estate.

"***Estate Distributions***" means, with respect to the Distributions to each Class, all Distributions other than such Class's Shareholder Direct Settlement Portion. For the avoidance of doubt, any amounts received by the Governmental Remediation Trust or the Tribe Trust from the IAC Sale Bonus Payment shall constitute Estate Distributions.

"***Estate Releases***" means the releases provided for in Section 10.6 of the Plan.

"***Estate Surviving Pre-Effective Date Claim***" means any Estate Cause of Action against a Co-Defendant that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

"***Excluded Assets***" means (i) all Effective Date Cash other than the Initial NewCo Cash and (ii) any other Assets of the Debtors excluded from the transfer to NewCo pursuant to the NewCo Transfer Agreement, including without limitation all MDT Transferred Assets and all PAT Assets.

"***Excluded Claim***" means (i) any criminal action or criminal proceeding arising under a criminal provision of any statute instituted (A) by a Domestic Governmental Entity that has authority to bring such a criminal action or criminal proceeding, and (B) to adjudicate a person's guilt or to set a convicted person's punishment; (ii) any Cause of Action against a non-Debtor Person by any federal, state or local authority with respect to taxes (other than tax laws targeting Covered Conduct ) imposed on such non-Debtor Person; (iii) any Estate Cause of Action or any Cause of Action held by a Releasing Party against an Excluded Party; (iv) any Cause of Action against any Person to the extent based on the actual conduct of such Person after the Effective Date; (v) any Cause of Action against persons or entities who are not Released Parties or Shareholder Released Parties; or (vi) any claim arising under the Plan for enforcement of the Plan.

"***Excluded Insurance Policies***" means (i) the Isosceles Insurance Ltd. policy number PPLP-01/2019, (ii) the Purdue Insurance Policies agreed by the Debtors, the Creditors' Committee and the Governmental Consent Parties, which shall be identified in the MDT Agreement, and (iii) any rights or obligations under any Purdue Insurance Policy to the extent, but only to the extent, that such rights or obligations pertain solely to coverage for workers' compensation liability. For the avoidance of doubt, clause (i) of this definition does not negate or limit the scope of the definition of MDT Insurance Collateral. For the avoidance of further doubt, if a Purdue Insurance Policy both (x) does or may afford the Debtors

rights, benefits, indemnity, insurance coverage or defense costs with respect to any Cause of Action against the Debtors arising out of, on account of, or in connection with Opioid-Related Activities or for which the Debtors have insurance rights arising out of or in connection with Opioid-Related Activities and (y) is subject to clause (ii) or (iii) of this definition, such Purdue Insurance Policy is only an Excluded Insurance Policy to the extent it is subject to clause (ii) or (iii) of this definition, and all provisions herein concerning the MDT Insurance Policies apply to that Purdue Insurance Policy.

"***Excluded Party***" means (i) each Person identified on the Schedule of Excluded Parties and (ii) each Co-Defendant; *provided* that no Settling Co-Defendant and none of their respective Related Parties (except to the extent any such Related Party is identified by name on the Schedule of Excluded Parties filed on August 23, 2021) shall be an Excluded Party.

"***Excluded Privileged Materials***" means the Privileged documents, books and records prepared in connection with or related to any Purdue Legal Matter.

"***Exculpated Parties***" means, collectively, (i) the Debtors, (ii) the Creditors' Committee and its members, solely in their capacities as such, (iii) the Plan Administration Trustee, (iv) the MDT Trustees and the MDT Advisory Council Representatives, (v) the Creditor Trustees, (vi) the Supporting Claimants, each solely in their capacities as such, (vii) the DOB members, and (viii) with respect to each of the Persons in the foregoing clauses (i) through (vii), each of their Related Parties; *provided*, *however*, that no Excluded Party or Shareholder Released Party (other than current and former directors, officers and employees of the Debtors that are not Excluded Parties or Sackler Family Members) shall be an Exculpated Party in any capacity or respect.

"***FDA***" means the United States Food and Drug Administration.

"***Federal Government Unsecured Claims***" means the DOJ Unsecured Claims and the Other Federal Agency Claims.

"***Final Order***" means an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case, or of any other court of competent jurisdiction (i) that has not been reversed, stayed, modified or amended, and (ii) (A) as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, re-argument or rehearing has been timely taken or (B) as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, re-argument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

"***First Reversion Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Foundation***" means a newly formed New York corporation to be created in accordance with Section 5.5 of the Plan to receive and hold the NewCo Interest and collect the Foundation Distributable Cash in accordance with the Plan and the Foundation Bylaws and that is intended to be an exempt organization under IRC section 501(c)(4) for U.S. federal income tax purposes.

"***Foundation Distributable Cash***" means an amount of NewCo Distributable Cash to be distributed from NewCo directly to the Foundation in respect of the NewCo Interest in any year equal to the lesser of (x) 5% of NewCo Distributable Cash and (y) $5 million.

"***Foundation Bylaws***" means the agreement establishing and delineating the terms and conditions for the creation and operation of the Foundation, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors, and which shall be filed by the Debtors with the Plan Supplement.

"***Foundation Trustees***" means the trustees of the Foundation appointed in accordance with Section 5.5(b) of the Plan."***General Bar Date***" means July 30, 2020.

"***Governmental Consent Parties***" means (i) the States AG Negotiating Group, (ii) the Ad Hoc Committee, and (iii) the MSGE Group.

"***Governmental Entity Shareholder Direct Settlement***" means the settlement set forth in the Governmental Entity Shareholder Direct Settlement Agreement.

"***Governmental Entity Shareholder Direct Settlement Agreement***" means the settlement agreement substantially in the form attached as Exhibit A to the *Notice of Filing of Governmental Entity Shareholder Direct Settlement Agreement* [D.I. 7592].

"***Governmental NewCo Distributable Cash***" means all NewCo Distributable Cash other than Foundation Distributable Cash.

"***Governmental Remediation Trust***" means the Delaware trust to be established in accordance with Section 5.8 of the Plan and the Governmental Remediation Trust Documents and administered by the Governmental Remediation Trust Administrator, which shall receive and distribute all distributions on account of the Allowed Non-Federal Domestic Governmental Channeled Claims pursuant to the Governmental Remediation Trust Documents.

"***Governmental Remediation Trust Administrator***" means the Person appointed pursuant to the Governmental Entity Shareholder Direct Settlement Agreement to serve as the "Directing Administrator."

"***Governmental Remediation Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Governmental Remediation Trust, the terms of which shall be consistent with the Plan and acceptable to the Governmental Consent Parties, in consultation with the Debtors and the Creditors' Committee, and which shall be filed by the Debtors with the Plan Supplement. "***Governmental Remediation Trust Delaware Trustee***" means the Person appointed pursuant to the Governmental Remediation Trust Agreement to serve as the "Delaware Trustee."

"***Governmental Remediation Trust Directed Trustee***" means the Person appointed pursuant to the Governmental Entity Shareholder Direct Settlement Agreement to serve as the "Directed Trustee."

"***Governmental Remediation Trust Documents***" means the Governmental Entity Shareholder Direct Settlement Agreement and the Governmental Remediation Trust Agreement.

"***Governmental Remediation Trust Trustees***" means the Governmental Remediation Trust Administrator, the Governmental Remediation Trust Delaware Trustee, and the Governmental Remediation Trust Directed Trustee.

"***Governmental Unit***" has the meaning set forth in section 101(27) of the Bankruptcy Code.

"***Healthcare Provider Channeled Claim***" means (i) any Healthcare Provider Claim or (ii) any Claim held by a Hospital that is released pursuant to the Hospital Shareholder Direct Settlement Agreement. Healthcare Provider Channeled Claims shall be channeled to the Healthcare Provider Trust in accordance with the Plan and Master TDP.

"***Healthcare Provider Claim***" means any Claim against any Debtor that is held by (a) a Hospital or (b) a non-Hospital provider of healthcare treatment services or any social services, in its capacity as such, in each case, other than as set forth below. For the avoidance of doubt, (i) Proofs of Claim filed by ER Physicians or Domestic Governmental Entities shall not be Healthcare Provider Claims, and (ii) Healthcare Provider Claims shall include the Proofs of Claim listed on Exhibits A and C of the Plan, but not, for the avoidance of doubt, the Proofs of Claim listed on Exhibit B of the Plan.[2]

"***Healthcare Provider TDP***" means the trust distribution procedures to be implemented by the Healthcare Provider Trust setting forth the procedures for Distributions from the Healthcare Provider Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Hospitals, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Healthcare Provider Trust***" means a trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Healthcare Provider Channeled Claims, (ii) hold the MDT Healthcare Provider Claim and collect the Initial Healthcare Provider Trust Distribution and additional payments due under the MDT Healthcare Provider Claim in accordance with the Private Entity Settlements and the Healthcare Provider Trust Documents, (iii) administer Healthcare Provider Channeled Claims, (iv) hold and administer the Class 7 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 7 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Healthcare Provider TDP.

"***Healthcare Provider Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Healthcare Provider Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Hospitals, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Healthcare Provider Trust Documents***" means the Healthcare Provider Trust Agreement and the Healthcare Provider TDP.

"***Hospital Shareholder Direct Settlement***" means the settlement set forth in the Hospital Shareholder Direct Settlement Agreement.

"***Hospital Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

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[2] For the avoidance of doubt, only Hospitals shall be eligible to receive distributions from the Hospital Shareholder Direct Settlement, and the Hospital Shareholder Direct Settlement will include trust distribution procedures that will govern the distribution to Hospitals of proceeds from the Hospital Shareholder Direct Settlement. All members of Class 7 shall be eligible to receive Estate Distributions (Class 7's share of the Estate Settlement and any other Estate proceeds distributed to Class 7) allocable to Class 7, and the Hospital Trust TDP shall govern distribution of such Estate Distributions.

"***Holder***" means a Person holding a Claim, a Channeled Claim, a Cause of Action or an Interest, as applicable. For the avoidance of doubt, "Holder" shall not be limited to Persons Holding Claims against the Debtors or Persons that submitted timely Proofs of Claim.

"***Hospital***" means any acute care hospital subject to EMTALA which hospital is not a Domestic Governmental Entity or a Physician. For the avoidance of doubt, none of the organizations listed on Exhibit B of the Plan shall be Hospitals.

"***Hospital Attorney Fee Fund***" means the fund to be established as set forth in Section 5.9(e) of the Plan.

"***Hospital Districts***" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name "Hospital."

"***Host Institutions***" has the meaning set forth in Section 5.13(b) of the Plan.

"***IAC Sale Bonus Payment***" has the set forth in the Master Shareholder Settlement Agreement.

"***Impaired***" means, with respect to any Claim, Interest or Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

"***Initial ERP Trust Distribution***" means the payment of $5,811,015 of Effective Date Cash to the ERP Trust, *less* (i) the SOR Holdback in the amount of $141,015 and (ii) any applicable Direct Claim Settlement Retained Payment Amount.

"***Initial Federal Government Distribution***" means the payment of $25 million of Effective Date Cash to the United States on the Effective Date on account of the Federal Government Unsecured Claims.

"***Initial Healthcare Provider Trust Distribution***" means the payment of $263,498,910 of Effective Date Cash to the Healthcare Provider Trust, *less* (i) the SOR Holdback in the amount of $2,688,910, (ii) any applicable Direct Claim Settlement Retained Payment Amount, and (iii) any applicable Creditor Trust Advance Amount.

"***Initial Governmental Remediation Trust Distribution***" means the payment to the Governmental Remediation Trust on the Effective Date of (i) 96.7% of the Maximum Governmental Direct Settlement Amount, as may be adjusted in accordance with the Governmental Entity Shareholder Direct Settlement Agreement, payable on the Effective Date, and (ii) 96.7% of all Effective Date Cash remaining after the satisfaction of all amounts described in Section 5.14(a) of the Plan.

"***Initial LG Costs Funding Date***" has the meaning set forth in Section 5.9(a)(i) of the Plan.

"***Initial NAS PI Distribution***" means the payment of Effective Date Cash to the PI Trust on the Effective Date equal to the sum of (a) $48,213,070[3] and (b) $65,848,195, *less* (i) the SOR Holdback in the amount of $1,809,265 (ii) any NAS PI Direct Claim Settlement Retained Payment Amount, (iii) any amounts advanced to the NAS Monitoring Trust (as defined in the Creditor Trust Establishment Order)

[3] $48,213,070 is the sum of (i) 6.43% of $700,000,000 of the Initial PI Trust Distribution Amount, up to an aggregate $45 million in accordance with the definition of "NAS PI Portion" in the Twelfth Amended Plan, and (ii) 6.43% of the $49,970,000 remaining Initial PI Trust Distribution Amount

pursuant to the Creditor Trust Establishment Order, and (iv) 13.98% of (A) any amounts paid by the Debtors to the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, and (B) any applicable Creditor Trust Advance Amount with respect to the PI Trust.

"***Initial Non-NAS PI Distribution***" means the payment of Effective Date Cash to the PI Trust on the Effective Date in the amount of $701,756,930 *less* (i) the SOR Holdback in the amount of $9,328,930, (ii) any Non-NAS PI Direct Claim Settlement Retained Payment Amount, and (iii) 86.02% of (A) any amounts paid by the Debtors to the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, and (B) any applicable Creditor Trust Advance Amount with respect to the PI Trust.

"***Initial NewCo Cash***" means $135 million of Effective Date Cash to be transferred to NewCo on the Effective Date.

"***Initial PI Trust Distribution***" means the Initial NAS PI Distribution and the Initial Non-NAS PI Distribution.

"***Initial PI Trust Distribution Amount***" means $749,970,000.

"***Initial Private Creditor Trust Distributions***" means, collectively, the Initial Healthcare Provider Trust Distribution, the Initial TPP Trust Distribution, the Initial ERP Trust Distribution and the Initial PI Trust Distribution.

"***Initial Public Creditor Trust Distributions***" means, collectively, the Initial Governmental Remediation Trust Distribution and the Initial Tribe Trust Distribution.

"***Initial Public Schools Distribution***" means a payment of Effective Date Cash to benefit the Public School Trust (a) in the amount of $25,560,000 million, *less* (i) the applicable Direct Claim Settlement Retained Payment Amount, and (ii) the SOR Holdback in the amount of $60,000 which amount will be used (i) to fund educational supports to abate the effects of the opioid crisis and (ii) for the required payments to the Common Benefit Fund and in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan, and (b) for reimbursement of costs and expenses incurred in connection with the Public Schools' Opt-Out Class Action Settlement notices in an additional amount not to exceed $75,000.

"***Initial TPP Trust Distribution***" means the payment of $394,911,880 of Effective Date Cash to the TPP Trust on the Effective Date *less* (i) any amounts paid by the Debtors to the TPP Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, (ii) the SOR Holdback in the amount of $5,971,880, (iii) the TPP Direct Claim Settlement Retained Payment Amount, if any, and (iv) any applicable Creditor Trust Advance Amount.

"***Initial Tribe Trust Distribution***" means the payment on the Effective Date of (i) 3.3% of the Maximum Governmental Direct Settlement Amount payable on the Effective Date, and (ii) 3.3% of all Effective Date Cash remaining after the satisfaction of all amounts described in Section 5.14(a) of the Plan.

"***Insurance Companies***" means, collectively, all Persons that issued any Purdue Insurance Policy, any third-party administrator, claims handling agent or any parent, Subsidiary, affiliate, successor, predecessor or assign of any of the foregoing, solely in such Insurance Company's capacity with respect to a Purdue Insurance Policy.

"***Intercompany Claim***" means any Claim against any Debtor that is held by another Debtor or an affiliate of a Debtor.

"***Intercompany Interest***" means any Interest in any Debtor that is held by another Debtor.

"***Interest***" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Person, including any shares, common stock or units, preferred stock or units, or other instrument evidencing any fixed or contingent equity or ownership interest in a Person, including any option, warrant or other right, contractual or otherwise, to acquire any such interest in such Person, whether or not transferable and whether fully vested or vesting in the future.

"***Interim Compensation Order***" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [D.I. 529].

"***IRC***" means the Internal Revenue Code of 1986, as amended (including any successor statute).

"***IRS***" means the Internal Revenue Service.

"***Key Employee Plans***" means, collectively, the Key Employee Retention Plans and Key Employee Incentive Plans approved by the Bankruptcy Court pursuant to the *Order Authorizing the Debtors to Implement a Key Employee Retention Plan* [D.I. 1762], the *Order Authorizing the Debtors to Implement a Key Employee Incentive Plan* [D.I. 1861], the *Supplemental Order Authorizing the Debtors to Implement a Key Employee Incentive Plan* [D.I. 2002], the *Order Authorizing the Debtors to Implement 2021 Key Employee Retention Plan* [D.I. 3571], the *Order Authorizing the Debtors to Implement 2021 Key Employee Incentive Plan* [D.I. 3770], the *Order Authorizing the Debtors to Implement 2022 Key Employee Retention Plan and 2022 Key Employee Incentive Plan* [D.I. 4862], the *Supplemental Order Authorizing the Debtors to Implement 2022 Key Employee Incentive Plan* [D.I. 4924], the *Order Authorizing the Debtors to Implement 2023 Key Employee Incentive Plan and 2023 Key Employee Retention Plan* [D.I. 5646], the *Order Authorizing the Debtors to Implement 2024 Key Employee Incentive Plan and 2024 Key Employee Retention Plan* [D.I. 6322], and any similar compensation programs approved by other order of the Bankruptcy Court, in each case, as may be supplemented from time to time by further order of the Bankruptcy Court.

"***Kroll***" means Kroll Restructuring Administration LLC

"***Lien***" has the meaning set forth in section 101(37) of the Bankruptcy Code.

"***Liquidating Debtors***" means, collectively, all Debtors that are not Transferred Debtors, on and after the Effective Date.

"***Local Government Fee Fund***" means the fund to be established as set forth in Section 5.9(a) of the Plan.

"***LRP Agreement***" means the agreement establishing lien resolution procedures with respect to certain claims held by LRP Participating TPPs against Holders of PI Claims and Distributions payable to Holders of PI Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, the Ad Hoc Group of Individual Victims and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement (it being understood and agreed that the form of LRP Agreement filed on May 26, 2021 is acceptable to such parties).

"***LRP Participating TPP***" means any Holder of a Third-Party Payor Claim that becomes a party to the LRP Agreement in accordance with the terms thereof.

"***Master Disbursement Trust***" means the trust established in accordance with Section 5.6 of the Plan to, among other things, (i) hold and administer the MDT Transferred Assets and the Special Operating Reserve, (ii) serve as administrative agent with respect to Released Claims Reserves, (iii) make payments in satisfaction of the MDT Claims in accordance with the Plan, the Private Entity Settlements and, with respect to the MDT Public School Districts Claim, the Public Entity Settlements and (iv) make Public Creditor Trust Distributions in respect of the MDT Interests from MDT Distributable Value in accordance with the Plan and the Public Entity Settlements.

"***Master Shareholder Settlement Agreement***" means the settlement agreement substantially in the form attached as Exhibit A to the *Notice of Filing of Plan Supplement Pursuant to the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors* [D.I. 7591], including all exhibits, schedules, annexes and supplements and appendices thereto.

"***Master TDP***" means the master trust distribution procedures to be implemented by the Master Disbursement Trust setting forth the procedures for the administration of Channeled Claims by the Master Disbursement Trust, which shall be filed by the Debtors with the Plan Supplement, and the terms of which shall be consistent with Articles I through XII of the Plan and otherwise reasonably acceptable to (i) the Debtors, (ii) the Creditors' Committee, (iii) the Governmental Consent Parties and (iv) solely with respect to any provisions regarding the channeling of Channeled Claims to (A) the Tribe Trust, the Native American Tribe Group, (B) the Healthcare Provider Trust, the Ad Hoc Group of Hospitals, (C), the ERP Trust, the ERP Trustee, (D) TPP Trust, the Third-Party Payor Group, (E) the Public School Trust, the Public School District Claimants, and (F) the PI Trust, the Ad Hoc Group of Individual Victims and the NAS Committee.

"***Material Litigation***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Maximum Governmental Direct Settlement Amount***" means, for any given SSA Payment Date, the sum of the amounts of such SSA Payment Date in clause (a) and (b) of the definition of Shareholder Direct Settlement Portion, subject to any Shareholder Prepayments, but not subject to any Direct Claim Settlement Retained Payment Amounts.

"***Maximum NAS PI Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any NAS PI Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible NAS PI Claims are Settling Creditors.

"***Maximum Non-NAS PI Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any Non-NAS PI Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible Non-NAS PI Claims are Settling Creditors.

"***Maximum TPP Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any TPP Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible TPP Claims are Settling Creditors.

"***MDL Court***" means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL Proceeding.

"***MDL Plaintiffs' Executive Committee***" means the sixteen-member committee appointed by the MDL Court in the MDL Proceeding.

"***MDL Proceeding***" means *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804.

"***MDT Advisory Council***" means the advisory council established in accordance with Section 5.6(e) of the Plan and the MDT Agreement, to which the Master Disbursement Trust shall regularly report with respect to the operations and activities of the Master Disbursement Trust and the handling of all payments and Distributions made from the Master Disbursement Trust, all as provided for in greater detail in the MDT Agreement.

"***MDT Advisory Council Representative***" has the meaning set forth in Section 5.6(e) of the Plan.

"***MDT Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Master Disbursement Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise reasonably acceptable to the Debtors, the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***MDT Beneficiaries***" means, subject to Section 5.6(f)(iv), each of (i) the Public Creditor Trusts, (ii) the Healthcare Provider Trust, (iii) the ERP Trust, (iv) the Public School Trust, (v) the PI Trust, (vi) the TPP Trust, and (vii) the United States.

"***MDT Causes of Action***" means any and all Retained Causes of Action (i) against Excluded Parties (other than Co-Defendants) or relating to and necessary to enforce Retained Causes of Action against Excluded Parties (other than Co-Defendants), (ii) relating to and necessary to enforce the MDT Insurance Rights, (iii) relating to and necessary to enforce the MDT Shareholder Rights, including without limitation, but subject to the terms of, the Master Shareholder Settlement Agreement or (iv) against any other Person that is not a Co-Defendant or an ongoing commercial counterparty of NewCo or any of its Subsidiaries, to the extent such Retained Causes of Action are not otherwise transferred to the Plan Administration Trust or the Creditor Trusts. For the avoidance of doubt, "MDT Causes of Action" shall include all entitlements, proceeds, payments and benefits of the Debtors to any of the foregoing.

"***MDT Claims***" means, collectively, the MDT Private Claims, the MDT Public School Districts Claim and the MDT Federal Government Claim.

"***MDT Distributable Value***" means all Cash and cash equivalents held by the Master Disbursement Trust, as of the relevant date of determination, after application of Cash to satisfy the amounts contemplated by Section 5.2(g)(i), (ii), (iii), and (iv) of the Plan in the MDT Priority Waterfall.

"***MDT Distribution Date***" means (i) each Scheduled MDT Distribution Date, (ii) a date determined by the MDT Trustees that is promptly after the receipt by the Master Disbursement Trust of (x) any Shareholder Prepayment, (y) any reversion amounts pursuant to Section 5.7 of the Plan, and (z) any IAC Sale Bonus Payments under Section 2.06 of the Master Shareholder Settlement Agreement, which such date shall be no later than thirty (30) days after the receipt by the Master Disbursement Trust of the applicable funds, and (iii) each other date on which the MDT Trustees seek to make a distribution to the Public School Trust or Public Creditor Trust Distribution, acting in accordance with their fiduciary duties to the Creditor Trusts as beneficiaries of the Master Disbursement Trust, solely in accordance with Section 5.6(f) of the Plan.

"***MDT Documents***" means the MDT Agreement and the Master TDP.

"***MDT ERP Claim***" means the beneficial interest in the Master Disbursement Trust granted to the ERP Trust pursuant to the Private Entity Settlements, which interest shall entitle the ERP Trust to the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the ER Physician Shareholder Direct Settlement Agreement, as applicable.

"***MDT Federal Government Claim***" means the beneficial interest in the Master Disbursement Trust granted to the United States pursuant to Section 4.3(b) of the Plan.

"***MDT Governmental Remediation Trust Interest***" means the beneficial interest in the Master Disbursement Trust granted to the Governmental Remediation Trust pursuant to the Public Entity Settlements and the Plan, which interest shall entitle the Governmental Remediation Trust to (i) its share of distributions of MDT Distributable Value in accordance with Section 5.2(f)(i)(A) of the Plan and the MDT Priority Waterfall and (ii) the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Governmental Entity Shareholder Direct Settlement Agreement, as applicable.

"***MDT Healthcare Provider Claim***" means the beneficial interest in the Master Disbursement Trust granted to the Healthcare Provider Trust pursuant to the Private Entity Settlements, which interest shall entitle the Healthcare Provider Trust to the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Hospital Shareholder Direct Settlement Agreement, as applicable.

"***MDT Insurance Collateral***" means (i) the Purdue Insurance Collateral in respect of the Purdue Insurance Policies agreed by the Debtors, the Creditors' Committee and the Governmental Consent Parties, which shall be identified in the MDT Agreement, and (ii) the Purdue Insurance Collateral in respect of the Isosceles Insurance Ltd. policy number PPLP-01/2019.

"***MDT Insurance Policies***" means all Purdue Insurance Policies that do or may afford the Debtors rights, benefits, indemnity, insurance coverage or defense costs with respect to any Cause of Action against the Debtors arising out of, on account of, or in connection with Opioid-Related Activities or for which the Debtors have or may have insurance rights arising out of or in connection with Opioid-Related Activities, including, but not limited to (i) all Purdue Insurance Policies listed in Exhibit A to the *Complaint for Declaratory Relief*, Adv. Pro. No. 21-07005 (RDD) [D.I. 1], (ii) all D&O Insurance Policies and (iii) any additional Purdue Insurance Policies agreed by the Debtors and the Governmental Consent Parties, which shall be identified in the MDT Agreement, but excluding in each case the Excluded Insurance Policies.

"***MDT Insurance Proceeds***" means the Cash proceeds obtained through the pursuit of the MDT Insurance Rights, including but not limited to the Cash proceeds in respect of any MDT Insurance Settlement, whether received before, on or after the Effective Date.

"***MDT Insurance Rights***" means the Purdue Insurance Rights in respect of the MDT Insurance Policies and the MDT Insurance Collateral, which Purdue Insurance Rights shall be transferred by the Debtors to the Master Disbursement Trust on the Effective Date. Notwithstanding anything to the contrary herein, (i) the MDT Insurance Rights with respect to the MDT Insurance Collateral for Isosceles Insurance Ltd. policy number PPLP-01/2019 shall be limited to the right to receive any such MDT Insurance Collateral remaining after the expiration of the policy period and any extension of the reporting period under such policy, (ii) the MDT Insurance Rights shall not include any right to interfere in any manner with the rights of the insureds under Isosceles Insurance Ltd. policy number PPLP-01/2019 prior to the expiration of the policy period and any extension of coverage under such policy and the resolution

of all claims asserted thereunder and (iii) any persons who have unresolved claims under the Isosceles Insurance Ltd. policy number PPLP-01/2019 at the expiration of the policy period, including any extension, shall cooperate with and provide consent to the Master Disbursement Trust to resolve those claims in connection with the MDT Insurance Collateral after the expiration of the policy period, including any extension.

"***MDT Insurance Settlement***" means each settlement agreement concerning the MDT Insurance Rights that (i) the Debtors and an MDT Insurer have entered into pursuant to the Purdue Insurance Stipulation on or before the Effective Date or (ii) the Master Disbursement Trust and an MDT Insurer have entered into after the Effective Date; *provided* that, in the case of both clauses (i) and (ii), the settlement agreement is approved by the Bankruptcy Court.

"***MDT Insurer***" means an Insurance Company that has issued, is responsible for, or has liability to pay under any MDT Insurance Policy or MDT Insurance Collateral, and each of its affiliates, predecessors in interest, and agents, solely in its capacity as such and solely with respect to such MDT Insurance Policy or MDT Insurance Collateral.

"***MDT Insurer Injunction***" means the injunction issued pursuant to Section 10.10 of the Plan.

"***MDT Interests***" means, collectively, the MDT Governmental Remediation Trust Interest and the MDT Tribe Interest.

"***MDT Operating Expenses***" means any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the Master Disbursement Trust, including in connection with the prosecution or settlement of MDT Causes of Action, working capital, all compensation, costs and fees of the MDT Trustees and the MDT Advisory Council Representatives and any professionals retained by the Master Disbursement Trust, but excluding any amounts to be paid in respect of the MDT Claims or the MDT Interests.

"***MDT Operating Reserve***" means a reserve to be established to pay any and all MDT Operating Expenses. The MDT Operating Reserve shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors and the Governmental Consent Parties with the consent (not to be unreasonably withheld, delayed or conditioned) of the Creditors' Committee, and thereafter with Cash held or received by the Master Disbursement Trust in accordance with the MDT Agreement as determined by the MDT Trustees; *provided, however,* that, except to the extent expressly set forth in Exhibit M to the Governmental Entity Shareholder Direct Settlement Agreement, payments received by the Master Disbursement Trust: (A) on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and (B) on account of the Tribal Shareholder Direct Settlement Agreement shall be immediately transferred to the Tribe Trust, and the amounts in (A) and (B) shall not be used to fund a Replenishment Transfer, to fund the MDT Operating Reserve, or to pay the MDT Claims, and (ii) held by the Master Disbursement Trust in a segregated account and administered by the MDT Trustees on and after the Effective Date.

"***MDT PI Claim***" means the beneficial interest in the Master Disbursement Trust granted to the PI Trust pursuant to the Private Entity Settlements, which interest shall entitle the PI Trust to (i) the payments of the amounts set forth in Section 5.2(e)(iii) of the Plan which, for the avoidance of doubt, shall be allocated only to the Non-NAS PI Portion, and (ii) the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement.

"***MDT Priority Waterfall***" means the priority waterfall applicable to the Master Disbursement Trust set forth in Section 5.2(g) of the Plan.

"***MDT Private Claims***" means, collectively, the MDT Healthcare Provider Claim, the MDT ERP Claim, the MDT TPP Claim and the MDT PI Claim.

"***MDT Public School Districts Claim"*** means the beneficial interest in the Master Disbursement Trust granted to the Public School Trust, which interest shall entitle the Public School Trust to (i) the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement, and (ii) payments to its benefit in the amounts set forth in the second sentence of Section 5.2(f)(ii).

"***MDT Shareholder Insurance Rights***" means any and all rights, titles, privileges, interests, claims, demands or entitlements of the Shareholder Released Parties to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity arising under, or attributable to, any and all MDT Insurance Policies and MDT Insurance Collateral, now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent. For the avoidance of doubt and without in any way limiting the foregoing, "MDT Shareholder Insurance Rights" include (i) any rights of the Shareholder Released Parties to proceeds of MDT Insurance Policies, and MDT Insurance Collateral and (ii) the right to enforce any Insurance Company's obligation to the Shareholder Released Parties under any MDT Insurance Policies and MDT Insurance Collateral. Solely in connection with the term MDT Shareholder Insurance Rights, the MDT Insurance Collateral excludes the Purdue Insurance Collateral in respect of the Isosceles Insurance Ltd. policy number PPLP-01/2019 (for all other purposes the MDT Insurance Collateral includes such Purdue Insurance Collateral).

"***MDT Shareholder Rights***" means, subject in all respects to the Shareholder Settlements (including the Shareholder Releases and the Channeling Injunction) (i) any and all rights, titles, privileges, interests, claims, demands and entitlements of the Debtors arising under, or attributable to, any Causes of Action or choses in action against, or proceeds, payments, benefits or indemnities from, Shareholder Release Snapback Parties, including without limitation to the extent arising under, or attributable to, the Master Shareholder Settlement Agreement and any related security agreements, documents, agreements or instruments, in each case whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent and (ii) the MDT Shareholder Insurance Rights.

"***MDT TPP Claim***" means the beneficial interest in the Master Disbursement Trust granted to the TPP Trust pursuant to the Private Entity Settlements, which interest shall entitle the TPP Trust to the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement.

"***MDT Transferred Assets***" means all right, title and interest of the Debtors (or, solely with respect to the MDT Shareholder Insurance Rights, of the Shareholder Released Parties) arising under, or attributable to, (i) the MDT Operating Reserve, (ii) the MDT Causes of Action, (iii) the MDT Insurance Rights, (iv) the MDT Shareholder Rights, (v) any other Excluded Assets identified in the MDT Agreement and (vi) any Surplus Reserve Cash to be distributed to the Master Disbursement Trust, upon the identification thereof by the Plan Administration Trustee or the dissolution of the Plan Administration Trust, in accordance with Section 5.14(b) of the Plan. For the avoidance of doubt, "MDT Transferred Assets" shall not include any Causes of Action against any Released Party.

"***MDT Tribe Interest***" means the beneficial interest in the Master Disbursement Trust granted to the Tribe Trust under the Plan pursuant to the Public Entity Settlements, which interest shall entitle the Tribe Trust to its share of distributions of MDT Distributable Value in accordance with Section 5.2(f)(i)(A) of the Plan and the MDT Priority Waterfall and the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Tribal Shareholder Direct Settlement Agreement, as applicable.

"***MDT Trustees***" means the trustees of the Master Disbursement Trust appointed in accordance with Section 5.6(d) of the Plan.

"***Mediation***" means the mediation authorized by the Bankruptcy Court and described in the Mediation Orders.

"***Mediation Orders***" means the following orders of the Bankruptcy Court: *Order Appointing Mediators* [D.I. 895]; *Order Expanding Scope of Mediation* [D.I. 1756]; *Order Establishing the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 2879]; *Order Establishing the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4261]*; Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4286]; *Order Further Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4319]; *Third Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4339]; *Third [SIC] Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4370]; *Order Expanding the Scope of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4609]; *Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6537]; *Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6682]; *Second Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6749]; *Third Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6906]; *Fourth Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6980]; *and Fifth Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 7058].

"***Medicaid Program***" has the meaning set forth in Section 10.20(d) of the Plan.

"***Minimum Required Settlement Payment***" means, with respect to an SSA Payment Date, the minimum amount payable by the Shareholder Payment Parties under the Shareholder Settlement Agreements on such SSA Payment Date.

"***MSGE Fee Allocation Agreement***" means the agreement entered into on October 9, 2020, by and between the MSGE Group and the MDL Plaintiffs' Executive Committee, which is attached hereto as Exhibit D of the Plan.

"***MSGE Group***" means the Multi-State Governmental Entities Group identified in the *Second Amended Verified Statement of the Multi-State Governmental Entities Group Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [D.I. 1794], as amended from time to time; *provided, however*, that, notwithstanding anything herein to the contrary, the MSGE Group shall be a "Governmental Consent Party" and shall have the same consent rights, appointment or selection rights, and any other rights or obligations afforded to the Ad Hoc Committee, such rights not to be reduced or modified without the written consent of the MSGE Group. The foregoing shall not give the MSGE Group any independent or individual rights to make any unilateral decisions, including to appoint or select any trustees, managers, directors, or officers under the Plan. Notwithstanding anything herein to the contrary, the sole remedy of the MSGE Group in respect of its rights hereunder shall be the termination of the Term Sheet (as defined in the MSGE Group Reimbursement Motion) by written notice and withdrawal of the MSGE Group's support of the Plan.

"***MSGE Group Reimbursement Motion***" means the *Debtors' Motion to Enter into Term Sheet with and Pay Certain Fees and Expenses of the Multi-State Governmental Entities Group* [D.I. 2580].

"***MSGE Group Reimbursement Order***" means the *Order Authorizing the Debtors to Enter into Term Sheet with and Pay Certain Fees and Expenses of the Multi-State Governmental Entities Group* [D.I. 2695].

"***NAS Child***" means a natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome.

"***NAS Committee***" means the Ad Hoc Committee of NAS Children identified in the *First Amended Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019* [D.I. 1582].

"***NAS Medical Expense Claim Settlement Reserve Amount***" means $835,900 from amounts received by the PI Trust from the Initial NAS PI Distribution.

"***NAS PI Channeled Claim***" means (i) any NAS PI Claim or (ii) any Released Claim or Shareholder Released Claim that is held by a Holder of an NAS PI Claim for alleged opioid-related personal injury to an NAS Child or that is a similar opioid-related Cause of Action asserted by or on behalf of an NAS Child, in each case, that arose prior to the Petition Date (in the case of Third-Party Released Claims, solely to the extent that such Holder of an NAS PI Claim is a Settling Creditor), that is not a Third-Party Payor Channeled Claim or a Healthcare Provider Channeled Claim, or held by a Domestic Governmental Entity. NAS PI Channeled Claims shall be channeled to the PI Trust in accordance with the Plan and Master TDP.

"***NAS PI Claim***" means any Claim against any Debtor that is for alleged opioid-related personal injury to an NAS Child or similar opioid-related Cause of Action against any Debtor asserted by or on behalf of an NAS Child, including, for the avoidance of doubt, Claims held on account of an NAS Child and that relate to medical monitoring support, educational support, vocational support, familial support or similar related relief, in each case, that arose prior to the Petition Date, and that is not a Third-Party Payor Claim or a Healthcare Provider Claim, or held by a Domestic Governmental Entity.

"***NAS PI Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum NAS PI Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible NAS PI Claims that are Non-Settling Creditors (if any) that would have otherwise been distributed to such Holders pursuant to the NAS PI TDP had they been Settling Creditors, and which amount shall be retained by the Shareholder Payment Parties.

"***NAS PI Portion***"means (i) the Initial NAS PI Distribution, and (ii) 16.2438% of amounts distributed to the PI Trust on account of the MDT PI Claim other than the PI Trust Obligation.

"***NAS PI TDP***" means the trust distribution procedures to be implemented by the PI Trust with respect to NAS PI Channeled Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the NAS Committee, and reasonably acceptable to the Ad Hoc Group of Individual Victims, the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Native American Tribe Group***" means the group consisting of the Muscogee (Creek) Nation, a member of the Ad Hoc Committee, the Cheyenne & Arapaho Tribes, an ex officio member of the

Creditors' Committee, and other Tribes represented by various counsel from the Tribal Leadership Committee and the MDL Plaintiffs' Executive Committee.

"***NewCo***" means a newly formed Delaware limited liability company to be created in accordance with Section 5.4 of the Plan to directly or indirectly receive the NewCo Transferred Assets and operate such NewCo Transferred Assets in accordance with the NewCo Operating Agreement, the NewCo Governance Covenants and the NewCo Operating Injunction.

"***NewCo Distributable Cash***" means, as of the end of any calendar year, all unrestricted Cash and cash equivalents held by NewCo and NewCo's Subsidiaries (as reflected, or as would be reflected on a consolidated balance sheet of NewCo and NewCo's Subsidiaries as of such date in accordance with GAAP) in excess of the amount determined by the NewCo Managers in their discretion to be appropriate to reserve to pay NewCo's incurred and forecasted costs, expenses, fees, taxes, disbursements, debts or obligations, including without limitation operating expenses, research and development expenses, and Public Health Initiative expenditures.

"***NewCo Governance Covenants***" means the provisions contained in the Confirmation Order that will bind NewCo, and any successor owner of NewCo's opioid business, to covenants to ensure that NewCo (i) provides all of its products, including all opioid products, in a safe manner that limits the risk of diversion, (ii) complies with its obligations under the Public Entity Settlements and the Private Entity Settlements, (iii) pursues and implements Public Health Initiatives, and (iv) otherwise operates in accordance with NewCo's purpose and takes into account long-term public health interests relating to the opioid crisis and responsible and transparent practices in management of a pharmaceutical business, which covenants shall be acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors; *provided* that the covenants in respect of the foregoing clause (ii) shall be acceptable to the DOJ and reasonably acceptable to the Debtors, the Creditors' Committee and the Governmental Consent Parties.

"***NewCo Interest***" means the sole limited liability company interest in NewCo, which shall be held by the Foundation as of the Effective Date pursuant to the Public Entity Settlements, representing 100% of the voting Interests in NewCo.

"***NewCo Managers***" means the members of the board of managers of NewCo appointed in accordance with Section 5.4(d) of the Plan.

"***NewCo Monitor***" means the monitor appointed in accordance with Section 5.4(h) of the Plan to review NewCo's compliance with the NewCo Operating Injunction.

"***NewCo Operating Agreement***" means the limited liability company agreement of NewCo, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors, and which shall be filed by the Debtors with the Plan Supplement.

"***NewCo Operating Injunction***" means a voluntary injunction to be contained in the Confirmation Order that will bind NewCo, and any successor owner of NewCo's opioid business, to injunctive relief substantially similar to the voluntary injunction set forth in Appendix I to the Preliminary Injunction, with any such changes to such voluntary injunction as may be agreed by the Debtors and the Governmental Consent Parties based upon good-faith discussions and in furtherance of NewCo's purpose as set forth in Section 5.4(b) of the Plan.

"***NewCo Transfer Agreement***" means one or more agreements transferring the NewCo Transferred Assets, and all documents and information of the Debtors related thereto, from the Debtors to

NewCo or one of its Subsidiaries (or the transfer of the Transferred Debtors to NewCo or one of its Subsidiaries and the re-vesting of the NewCo Transferred Assets held by such Transferred Debtors in such Transferred Debtors), the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, the DOJ and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***NewCo Transferred Assets***" means (i) the Initial NewCo Cash and (ii) all non-Cash Assets of the Debtors on the Effective Date (prior to giving effect to the Restructuring Transactions) other than the Excluded Assets. For the avoidance of doubt, all Retained Causes of Action against Co-Defendants and ongoing commercial counterparties of NewCo and any Estate Surviving Pre-Effective Date Claims shall be NewCo Transferred Assets.

"***Non-Federal Acute Care Hospital***" means and includes (i) all non-federal acute care hospitals as defined by the Centers for Medicare & Medicaid Services, and (ii) all non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care.

"***Non-Federal Domestic Governmental Channeled Claim***" means (i) any Non-Federal Domestic Governmental Claim or (ii) any Claim held by a Domestic Governmental Entity that is released pursuant to the Governmental Entity Shareholder Direct Settlement, other than the United States or a Tribe. Non-Federal Domestic Governmental Channeled Claims shall be channeled to the Governmental Remediation Trust in accordance with the Plan and Governmental Remediation Trust Documents.

"***Non-Federal Domestic Governmental Claim***" means any Claim against any Debtor that is held by a Domestic Governmental Entity other than the United States or a Tribe (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim), and that is not a Priority Tax Claim.

"***Non-Hospital Healthcare Provider Claim***" means any Healthcare Provider Claim, for which a Proof of Claim was timely filed by the applicable Bar Date, that is held by a non-Hospital provider of healthcare treatment services or any social services, in its capacity as such.

"***Non-NAS PI Channeled Claim***" means (i) any Non-NAS PI Claim or (ii) any Released Claim or Shareholder Released Claim that is held by a Holder of a Non-NAS PI Claim that is for alleged opioid-related personal injury or that is a similar opioid-related Cause of Action, in each case, that arose prior to the Petition Date (in the case of Third-Party Released Claims, solely to the extent that such Holder of a Non-NAS PI Claim is a Settling Creditor), that is not an NAS PI Channeled Claim, a Third-Party Payor Channeled Claim, or a Healthcare Provider Channeled Claim, or held by a Domestic Governmental Entity. Non-NAS PI Channeled Claims shall be channeled to the PI Trust in accordance with the Plan and Master TDP.

"***Non-NAS PI Claim***" means any Claim against any Debtor that is for alleged opioid-related personal injury or other similar opioid-related Cause of Action against any Debtor, in each case, that arose prior to the Petition Date, and that is not an NAS PI Claim, a Third-Party Payor Claim, or a Healthcare Provider Claim, or held by a Domestic Governmental Entity.

"***Non-NAS PI Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum Non-NAS PI Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible Non-NAS PI Claims that are Non-Settling Creditors (if any) that would have otherwise been distributed to such Holders pursuant to the Non-NAS PI TDP had they been Settling Creditors, and which amount shall be retained by the Shareholder Payment Parties.

"***Non-NAS PI Portion***" means (i) the Initial Non-NAS PI Distribution, (ii) 83.7562% of amounts distributed to the PI Trust on account of the MDT PI Claim other than the PI Trust Obligation, and (iii) the PI Trust Obligation distributed to the PI Trust on account of the MDT Claim.

"***Non-NAS PI TDP***" means the trust distribution procedures to be implemented by the PI Trust with respect to Non-NAS PI Channeled Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Individual Victims, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Non-Opioid Excluded Claim***" means a Cause of Action by a Person that is not a Debtor, an Estate, the Master Disbursement Trust, a Creditor Trust, the Plan Administration Trust or any successor of any of the foregoing against a Shareholder Released Party to the extent such Cause of Action (i) does not arise from or relate to Opioid-Related Activities, Pending Opioid Actions or opioid use or misuse or the consequences thereof; (ii) is not based upon and does not arise from the same allegations, facts or evidence as any Pending Opioid Action; (iii) does not allege (expressly or impliedly) any liability of such Shareholder Released Party that is derivative of any liability of any Debtor or any of their Estates, including, but not limited to, by making allegations (expressly or impliedly) that such Shareholder Released Party is directly or indirectly liable for the conduct of or a Cause of Action against a Debtor by reason of such Shareholder Released Party's (A) direct or indirect ownership of an Interest in a Debtor, a past or present affiliate of a Debtor, or a predecessor in interest of a Debtor; (B) involvement in the management of a Debtor or a predecessor in interest of a Debtor, or service as an officer, director or employee of a Debtor or a related party; or (C) involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of the Debtor or a related party, including but not limited to involvement in providing financing (debt or equity), or advice to an entity involved in such a transaction, or acquiring or selling a financial interest in an entity as part of such a transaction; and (iv) has been authorized to proceed by the Bankruptcy Court in accordance with Section 11.1(f) of the Plan. As used in this definition of Non-Opioid Excluded Claim, the term "related party" has the same meaning as in 11 U.S.C. § 524(g)(4)(A)(iii).

"***Non-Participating***" with respect to Channeled Claim(s) means any Channeled Claim(s) held by a Non-Settling Creditor.

"***Non-Participating Channeled Claims***" means any Channeled Claim held by a Non-Settling Creditor as of the Effective Date, in each case, until such Channeled Claim is either: (i) Allowed in accordance with Sections 7.6 or 7.9 of the Plan, or (ii) Disallowed by Final Order.

"***Non-Party Covered Conduct Claim***" means a Cause of Action against any Non-Released Party involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Shareholder Released Party).

"***Non-Party Settlement***" means a settlement by any Releasing Party that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Party.

"***Non-PRA Estate Distributions***" means all Estate Distributions that are not PRA Estate Distributions.

"***Non-Released Party***" means any Person or Entity that is not a Released Party or Shareholder Released Party.

*"**Non-Settling Creditor***" means any Holder of a Claim (other than any Holder of a Claim in Classes 11(a), 11(b) and 11(c) that is not an Other GUC Litigation Claim) that is (i) evidenced by a Proof

of Claim timely filed by the applicable Bar Date, or (ii) not required to be evidenced by a filed Proof of Claim under the Plan, the Bankruptcy Code or a Final Order, in each case, that does not consent to the Shareholder Direct Claims Releases pursuant to the Shareholder Release Consent Mechanism applicable to the applicable Class of such Claims. For avoidance of doubt, and notwithstanding the foregoing, Non-Settling Creditors will include (i) Non-Settling States, (ii) Non-Settling Subdivisions, and (iii) Subdivisions that are not Participating Subdivisions.

"***Non-Settling States***" means States that are Non-Settling Creditors.

"***Non-Settling States Holdback Distributions***" means both the (i) the PRA Estate Distributions and (ii) Non-PRA Estate Distributions that would have otherwise been distributed to any Non-Settling States as Estate Distributions had they been Settling States, in accordance with the Governmental Remediation Trust Agreement."***Non-Settling Subdivisions***" means Subdivisions that have timely filed a Proof of Claim against the Debtors and that are not Participating Subdivisions.

"***Non-Settling Subdivisions Holdback Distributions***" means both the (i) the PRA Estate Distributions and (ii) Non-PRA Estate Distributions that would have been distributed to such Non-Settling Subdivisions as Estate Distributions had they been Participating Subdivisions in accordance with the Governmental Remediation Trust Agreement.

"***Notice of Shareholder Release Snapback***" means a notice filed with the Bankruptcy Court by the Master Disbursement Trust pursuant to the Master Shareholder Settlement Agreements providing notice that a Shareholder Family Group is in Specified Breach (as defined in the Shareholder Settlement Agreements) and the Master Disbursement Trust has elected to enforce the Shareholder Release Remedy pursuant to the terms of the Master Shareholder Settlement Agreement and identifying the Breaching Shareholder Family Group and the Designated Shareholder Released Parties subject to such Shareholder Release Remedy.

"***Oklahoma Litigating Political Subdivisions***" means subdivisions located in Oklahoma that are listed in Exhibit E the Plan.

"***Omnibus Claims Objection Order***" has the meaning set forth in Section 7.3(f) of the Plan.

"***Opioid-Related Activities***" means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid Products or the use or receipt of any proceeds therefrom, or the use or misuse of opioids, including opioids that are not Products, or any act or failure to act in connection with laws or regulations related to any opioid.

"***Opt-In Settling Creditor***" means any Holder of Claims that consents to the Third-Party Releases through electing to opt-in to the Third-Party Releases on its applicable ballot.

"***Opt-Out Class Action Settlements***" means the (i) Public School District Shareholder Direct Settlement, (ii) Hospital Shareholder Direct Settlement, and (iii) ER Physician Shareholder Direct Settlement.

"***Other Federal Agency Claim***" means any Claim filed by the United States Department of Health and Human Services, the United States Department of Veterans Affairs, the Indian Health Service and the Centers for Medicare & Medicaid Services, set forth in Proof of Claim Nos. 138509, 137406, 137782 and 138522, respectively.

"***Other General Unsecured Claim***" means any Claim against any Debtor that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a

Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Avrio General Unsecured Claim, an Adlon General Unsecured Claim, an Intercompany Claim or a Shareholder Claim.

"***Other General Unsecured Claim Cash***" means $15 million of Effective Date Cash to be used to make Distributions to Holders of Allowed Other General Unsecured Claims.

"***Other GUC Litigation Claims***" means Disputed Other General Unsecured Claims arising from or related to Covered Conduct.

"***Other Priority Claim***" means any Claim against any Debtor that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code and is not an Administrative Claim or a Priority Tax Claim.

"***Other Subordinated Claim***" means any Claim against any Debtor that is subject to subordination under section 509(c) or 510 of the Bankruptcy Code or other applicable law, and that is not a Co-Defendant Claim or a Shareholder Claim. Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of an Other Subordinated Claim shall be an Other Subordinated Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim.

"***Participating Subdivision***" means any Subdivision located in a Settling State, in Oklahoma, or any Subdivision located in a Non-Settling State that subsequently becomes a Settling State, in each case where the Subdivision has executed a joinder to the Governmental Entity Shareholder Direct Settlement and thereby provided the Shareholder Direct Claims Releases.

"***PAT Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Plan Administration Trust, as it may be amended from time to time, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Governmental Consent Parties, and reasonably acceptable to the Creditors' Committee, and which shall be filed by the Debtors with the Plan Supplement.

"***PAT Assets***" means (i) the PAT Reserves, (ii) the PAT Distribution Accounts, (iii) the Retained Causes of Action relating solely to, and only to the extent necessary for, the administration of Claims against the Debtors (other than Channeled Claims), the enforcement of the Plan Administration Trust's rights and the other responsibilities of the Plan Administration Trust, *provided* that no Retained Causes of Action against Excluded Parties shall constitute PAT Assets, except as necessary to object to and resolve any Disputed Claims held by an Excluded Party, (iv) the Excluded Privileged Materials and (v) any other Excluded Assets that are not MDT Transferred Assets.

"***PAT Disputed Claims Reserves***" means the reserves to be established on account of Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims and Disputed Other General Unsecured Claims (which may be a single or collective reserve for one or more Classes of Claims). The PAT Disputed Claims Reserves shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties; and (ii) held by the Plan Administration Trust and administered by the Plan Administration Trustee on and after the Effective Date.

"***PAT Distribution Account***" means one or more accounts to be established to make Distributions in respect of Allowed Avrio General Unsecured Claims, Allowed Adlon General Unsecured Claims and Allowed Other General Unsecured Claims (which may be a single or collective account for one or more Classes of Claims). The PAT Distribution Account shall be (i) funded on the Effective Date in accordance with Section 5.14(a) of the Plan in an amount necessary to make Distributions in respect of such

Claims to the extent Allowed as of the Effective Date and periodically funded thereafter in accordance with Section 7.7 of the Plan and (ii) held by the Plan Administration Trust and administered by the Plan Administration Trustee.

"***PAT Distribution Date***" means any date upon which a Distribution is made by the Plan Administration Trustee.

"***PAT Reserves***" means, collectively, the Wind-Up Reserve, the PAT Disputed Claims Reserves, the Disputed Cure Claims Reserve and the Priority Claims Reserve.

"***Patient Settlement Payment***" has the meaning set forth in Section 4.10(d) of the Plan.

"***Payment Remedy***" has the meaning set forth in Section 5.6(f)(i) of the Plan.

"***PBGC***" means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

"***Pending Opioid Actions***" means the judicial, administrative or other actions or proceedings or Causes of Actions that were or could have been commenced before the commencement of the Chapter 11 Cases and that are identified in the charts annexed as Appendix II and Appendix III to the Preliminary Injunction, as well as any other pending actions against any of the Debtors, Released Parties or Shareholder Released Parties alleging substantially similar facts or Causes of Action as those alleged in the actions identified in those appendices.

"***Person***" means an individual (including, without limitation, in his or her capacity as a trustee, protector or executor), corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust or trustee, protector, executor, estate, unincorporated organization, Governmental Unit, Tribe or other Entity.

"***Petition Date***" means September 15, 2019.

"***Petitioner***" has the meaning set forth in Section 5.13(s)(vi) of the Plan.

"***Physician***" means a physician or physician practice group, which shall include, without limitation, ER Physicians.

"***PI and TPP Claims Procedures Order***" means the *Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7382].

"***PI Channeled Claim***" means any NAS PI Channeled Claim or Non-NAS PI Channeled Claim.

"***PI Claim***" means any NAS PI Claim or Non-NAS PI Claim.

"***PI Shareholder Direct Settlements***" means the agreements by the Holders of PI Claims to provide, pursuant to the applicable Shareholder Release Consent Mechanism, the Third-Party Releases and be subject to the injunctions set forth in Sections 10.6(b) and 10.7(b) of the Plan in exchange for the consideration contemplated in the Plan and the Master Shareholder Settlement Agreement.

"***PI TDP***" means, collectively or as applicable, (i) with respect to NAS PI Channeled Claims, the NAS PI TDP and (ii) with respect to Non-NAS PI Channeled Claims, the Non-NAS PI TDP.

"***PI Trust***" means the trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the PI Channeled Claims, (ii) hold the MDT PI Claim, collect the Initial PI Trust Distribution and any payments due under the MDT PI Claim in accordance with the Plan, the Private Entity Settlements and the PI Trust Documents, (iii) administer PI Channeled Claims, (iv) make Distributions on account of Allowed PI Channeled Claims in accordance with the PI Trust Documents, (v) hold and administer the Class 10(a) Non-Participating Claims Reserve and the Class 10(b) Non-Participating Claims Reserves on and after the Effective Date, (vi) fund the TPP LRP Escrow Account and make payments therefrom to LRP Participating TPPs, in each case, in accordance with and subject to the terms of the LRP Agreement and (vii) carry out such other matters as are set forth in the PI Trust Documents.

"***PI Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the PI Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Individual Victims, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***PI Trust Deductions and Holdbacks***" means, collectively or as applicable, the following deductions and holdbacks from Distributions from the PI Trust as required under and subject to the terms of the PI Trust Documents: (i) the deduction of Creditor Trust Operating Expenses of the PI Trust, as required under and subject to the terms of the PI TDP and the PI Trust Agreement, (ii) the holdback of amounts in the TPP LRP Escrow Account and payments therefrom to LRP Participating TPPs, in each case, as required under and subject to the terms of the LRP Agreement, (iii) the deduction of amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement, (iv) the deduction of amounts on account of compensation, costs and fees of professionals that represented or advised (a) the Ad Hoc Group of Individual Victims in the event a Final Order is not entered granting a request for the allowance of reasonable and documented fees and expenses incurred by the Ad Hoc Group of Individual Victims under section 503(b) of the Bankruptcy Code; provided that, if a Final Order is entered granting such request in an amount less than the amount requested, then the deduction of the difference between the amount approved by such Final Order and the amount requested and (b) the NAS Committee in connection with the Chapter 11 Cases, in each case as and to the extent provided in the PI TDP and the PI Trust Agreement and subject to Section 5.9(h) of the Plan, and (v) the common benefit assessment required under Section 5.9(d) of the Plan and, where applicable, the fees and costs of a Holder's individual attorney(s), which deduction shall be made by such attorney(s) and reduced by the common benefit assessment in accordance with Section 5.9(d), as and to the extent provided in the PI TDP.

"***PI Trust Documents***"means the PI Trust Agreement, the PI TDP and the LRP Agreement, including all exhibits thereto."***PI Trust NAS Fund***" means a fund established by the PI Trust to make Distributions on account of Allowed NAS PI Channeled Claims and funded with the NAS PI Portion.

"***PI Trust Non-NAS Fund***" means a fund established by the PI Trust to make Distributions on account of Allowed Non-NAS PI Channeled Claims and funded with the Non-NAS PI Portion.

"***PI Trust Obligation***" has the meaning set forth in Section 5.2(e)(iii) of the Plan.

"***PI Trustee***" means the Creditor Trustee of the PI Trust.

"***Plan***" means this joint chapter 11 plan of reorganization for the Debtors, including all appendices, exhibits, schedules and supplements hereto (including the Plan Supplement), as it may be altered, amended or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules and the terms hereof.

"***Plan Administration Trust***" means the trust to be created in accordance with Section 5.3 of the Plan to administer and make Distributions in respect of Claims against the Debtors (other than Channeled Claims and Federal Government Unsecured Claims) and administer the Plan.

"***Plan Administration Trustee***" means the trustee of the Plan Administration Trust appointed in accordance with Section 5.3(c) of the Plan.

"***Plan Documents***" means, collectively, the Plan and all documents to be executed, delivered, assumed or performed in connection with the Restructuring Transaction and the occurrence of the Effective Date, including the documents to be included in the Plan Supplement.

"***Plan Injunction***" means the injunctions issued pursuant to Section 10.5 of the Plan.

"***Plan Settlement***" means the settlement of certain Claims and controversies described in Section 5.2 of the Plan, and as further described and explained in the Disclosure Statement.

"***Plan Supplement***" means the supplement or supplements to the Plan containing certain documents relevant to the implementation of the Plan, which shall include the MDT Documents, the NewCo Transfer Agreement, the NewCo Operating Agreement, the Foundation Bylaws, the Governmental Remediation Trust Documents, the PAT Agreement, the PI Trust Documents (including the LRP Agreement), the Healthcare Provider Trust Documents, the ERP Trust Documents, the TPP Trust Documents, Public School Trust Documents, the Tribe Trust Documents, the identity of the MDT Trustees, the identity of the MDT Advisory Council Representatives, the identity of the NewCo Managers, the identity of the Foundation Trustees, the identity of the Plan Administration Trustee and PPLP Liquidator, the identity of the Creditor Trustees, identity of the Governmental Remediation Trust Trustees, the Schedule of Rejected Contracts, the Schedule of Retained Causes of Action, the Schedule of Excluded Parties, the Master Shareholder Settlement Agreement, and the Restructuring Steps Memorandum.

"***Plea Agreement***" means that certain proposed plea agreement attached as Exhibit B to the DOJ 9019 Motion, as approved by the DOJ 9019 Order, by and among (i) Purdue Pharma L.P. and (ii) the United States, acting through the United States Attorney's Office for the District of New Jersey, the United States Attorney's Office for the District of Vermont, and the United States Department of Justice, Civil Division, Consumer Protection Branch.

"***PPI Interest***" means any Interest in Purdue Pharma Inc., whether held directly or indirectly, that existed immediately before the Effective Date.

"***PPLP***" means Purdue Pharma L.P.

"***PPLP Dissolution Date***" means the date on which the PPLP Liquidator dissolves PPLP in accordance with Section 5.15(d) of the Plan.

"***PPLP Interest***" means any Interest in PPLP, whether held directly or indirectly, that existed immediately before the Effective Date.

"***PPLP Liquidator***" means the person appointed in accordance with Section 5.15(c) of the Plan, who will be the same individual appointed as the Plan Administration Trustee.

"***PRA L.P***." means Pharmaceutical Research Associates L.P.

"***PRA Estate Distributions***" means the portion of the Estate Distributions for each Class that is attributable to amounts received from PRA L.P. and/or from Effective Date Cash.

"***Preliminary Injunction***" means the *Seventeenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction*, Adv. Pro. No. 19-08289 (RDD) [D.I. 254], as amended from time to time.

"***Prepayment Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Prepetition Oklahoma Settlement***" has the meaning set forth in Section 5.2(f)(i)(D) of the Plan.

"***Priority Claim***" means any Priority Tax Claim or Other Priority Claim.

"***Priority Claims Reserve***" means a reserve to be established to pay Allowed Administrative Claims (other than Professional Fee Claims, which shall be paid from the Professional Fee Escrow Account in accordance with Section 2.1(b) of the Plan, and the DOJ Forfeiture Judgment Claim, which shall be paid in accordance with Section 2.3 of the Plan), Allowed Secured Claims and Allowed Priority Claims. The Priority Claims Reserve shall be (i) funded on the Effective Date with Cash and cash equivalents of the Debtors in an amount determined by the Debtors and reasonably acceptable to the Governmental Consent Parties, in consultation with the Creditors' Committee, and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date.

"***Priority Tax Claim***" means any Claim against any Debtor that is held by a Governmental Unit and of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"***Private Claimants' Priority Reversion***" means, on any date of determination, an amount equal to $19.8 million *less* the total Litigation Costs (as defined in the Master Shareholder Settlement Agreement) paid from the Special Operating Reserve for claims pursued by any Non-Settling Creditors in their respective Class as of such date.

"***Private Creditor Trusts***" means the Healthcare Provider Trust, the ERP Trust, the TPP Trust, and the PI Trust.

"***Private Entity Settlements***" means the settlement of Healthcare Provider Channeled Claims, Third-Party Payor Channeled Claims, the ER Physician Channeled Claims and PI Channeled Claims provided for under the Plan, as set forth in Section 5.2(e) of the Plan.

"***Privilege***" means any attorney-client privilege, work-product protection, joint defense or common interest privilege or other privilege or protection of immunity (i) held by any or all of the Debtors or their Estates, (ii) held by the board of directors (or similar body) or any special committee of the board of directors (or similar body) of any of the Debtors or (iii) attaching to any documents, communications, or thing (whether written or oral), including, but not limited to, electronic information relating to any Purdue Insurance Rights or Estate Causes of Action. Correlative terms such as "Privileged" have correlative meanings. Documents or information that are or have been subject to a clawback request by Debtors in the Purdue Legal Matters are Privileged.

"***Pro Rata Share***" means, with respect to an Allowed Other General Unsecured Claim, the proportion that such Allowed Claim bears to the aggregate amount of Allowed Other General Unsecured Claims and Disputed Other General Unsecured Claims.

"***Products***" means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such product, including, but not limited to (a) any such products that are: (i) an opioid or opiate, as well as any product containing any such substance; or (ii) benzodiazepine, carisoprodol, or gabapentin; or (iii) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates and (b) any such product consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

"***Professional Fee Claim***" means a Claim for services or costs incurred in connection with such services, on or after the Petition Date and on or prior to the Effective Date, in each case by Professional Persons that remains unpaid as of the Effective Date, less any existing amounts held as a fee advance, retainer, or as security by a Professional Person that such Professional Person is authorized to use to satisfy Allowed Professional Fee Claims pursuant to the Interim Compensation Order or an order of the Bankruptcy Court authorizing the retention of such Professional Person (other than a reasonable retainer to cover post-Effective Date work); *provided* that, notwithstanding the foregoing, (i) the Professional Fee Claims of the Professional Persons retained by the Ad Hoc Committee shall be subject to the terms of the AHC Reimbursement Agreement Assumption Order and shall also include fees and expenses incurred prior to the Petition Date as and to the extent set forth in the AHC Reimbursement Agreement Assumption Order, and (ii) the Professional Fees Claims of the Professional Persons retained by the MSGE Group shall be subject to the terms of the MSGE Group Reimbursement Order.

"***Professional Fee Escrow Account***" means an account funded by the Debtors in Cash on or before the Effective Date to satisfy Allowed Professional Fee Claims in accordance with Section 2.1(b) of the Plan.

"***Professional Person***" means (i) any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to section 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court, (ii) each of the professionals for the Ad Hoc Committee, as and to the extent authorized by the AHC Reimbursement Agreement Assumption Order, and (iii) each of the professionals for the MSGE Group, as and to the extent authorized by the MSGE Group Reimbursement Order.

"***Proof of Claim***" means a proof of Claim against any of the Debtors filed in the Chapter 11 Cases in accordance with section 501 of the Bankruptcy Code.

"***Protected Information***" has the meaning set forth in Section 5.13(o)(i) of the Plan.

"***Protected Parties***" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, (iii) NewCo, (iv) the Foundation, (v) the Plan Administration Trust, (vi) the Master Disbursement Trust, except, solely to the extent provided in the Master TDP and the Governmental Remediation Trust Documents, with respect to the Channeled Claims channeled to the Master Disbursement Trust, (vii) each Creditor Trust, except, solely to the extent provided in the applicable Creditor Trust TDP, with respect to the Channeled Claims channeled to such Creditor Trust and (viii) the Shareholder Released Parties, subject to Section 10.8(c) of the Plan with respect to the Shareholder Release Snapback Parties.

"***Protective Order***" means the *Third Amended Protective Order*, 19-23649 (RDD) [D.I. 1935], as amended.

"***Public Creditor Trust Distributions***" means any and all payments, transfers and distributions from or on behalf of the Debtors or the Master Disbursement Trust to either of the Public Creditor Trusts, including without limitation the Initial Public Creditor Trust Distributions and all distributions of MDT Distributable Value received by a Public Creditor Trust.

"***Public Creditor Trusts***" means Governmental Remediation Trust and the Tribe Trust.

"***Public Document Repository***" means the public document repository to be established as set forth in Section 5.13 of the Plan.

"***Public Entity Allocation***" means the allocations of Public Creditor Trust Distributions between Governmental Remediation Trust and the Tribe Trust as set forth in Section 5.2(f)(i)(B) of the Plan.

"***Public Entity Settlements***" means the settlement of Non-Federal Domestic Governmental Channeled Claims, Tribe Channeled Claims and Public School Channeled Claims provided for under the Plan, as set forth in Section 5.2(f) of the Plan.

"***Public Health Initiatives***" means the development and distribution of medicines to treat opioid addiction and reverse opioid overdoses.

"***Public School Channeled Claim***" means (i) any Public School Claim or (ii) any Claim held by a Public School District that is released pursuant to the Public School District Shareholder Direct Settlement Agreement. Public School Channeled Claims shall be channeled to the Public School Trust in accordance with the Plan and Master TDP.

"***Public School Claims***" means any Claim against any Debtor that is held by a Public School District, in its capacity as such.

"***Public School District***" means an elementary, middle, or secondary public school district in the United States, in its capacity as such, that (i) has filed one or more Proofs of Claim; (ii) has a student population greater than 5,000 students; or (iii) has filed cases against the opioid industry in MDL 2804 McKinsey or other courts.

"***Public School District Claimants***" means the public school districts identified in the (i) *Verified Statement of Binder & Schwartz LLP Under Federal Rule of Bankruptcy Procedure 2019* [D.I. 2707] and (ii) *Verified Statement of Hughes Socol Piers Resnick & Dym, Ltd. and Cocounsel under Federal Rule of Bankruptcy Procedure 2019* [D.I. 2304], each as may be amended from time to time.

"***Public School District Shareholder Direct Settlement***" means the settlement set forth in the Public School District Shareholder Direct Settlement Agreement.

"***Public School District Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***Public School TDP***" means the trust distribution procedures to be implemented by the Public School Trust setting forth the procedures for distributions from the Public School Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Public School District Claimants, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Public School Trust***" means a trust called the Public Schools' Special Education Initiative Trust which shall, on the terms described in the Public School Trust Agreement and in accordance with Section 5.8 of the Plan (i) assume all liability for the Public School Channeled Claims, (ii) hold the MDT Public School District Claim and collect the Initial Public Schools Distribution and additional payments due under the MDT Public School District Claim in accordance with the Public Entity Settlements and the Public School Trust Documents (after deduction of any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan), (iii) administer Public School Channeled Claims, (iv) hold and administer the Class 6 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 6 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Public School TDP.

"***Public School Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Public School Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Public School District Claimants, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Public School Trust Documents***" means the Public School Trust Agreement and the Public School TDP.

"***Purdue***" has the meaning set forth in the introductory paragraph of this Plan.

"***Purdue Insurance Collateral***" means any collateral the Debtors have provided or set aside to secure obligations under any Purdue Insurance Policy.

"***Purdue Insurance Policies***" means any primary, umbrella, excess, fronting or other insurance policy, whether known or unknown, issued to or that provides or may provide coverage or benefits at any time to any of the Debtors or under which any of the Debtors have sought or may seek coverage or benefits, including, without limitation, any such policy for directors' and officers' liability, general liability, product liability, property, workers' compensation or fiduciary liability, or any other coverage, and all agreements, documents or instruments relating thereto including, without limitation, any agreement with a third-party administrator for claims handling, risk control or related services, that (i) were issued prior to the Effective Date and (ii) cover periods that are, in whole or in part, prior to the Effective Date. For the avoidance of doubt, Purdue Insurance Policies shall not include any insurance policy that was issued exclusively to and that exclusively benefits and exclusively provides coverage to Persons who are neither Debtors nor predecessors of a Debtor nor current or former officers, directors or shareholders of any of the Debtors.

"***Purdue Insurance Rights***" means any and all rights, titles, privileges, interests, claims, demands or entitlements of the Debtors to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity arising under, or attributable to, any and all Purdue Insurance Policies or Purdue Insurance Collateral, now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent. For the avoidance of doubt, "Purdue Insurance Rights" include any rights of the Debtors to proceeds of Purdue Insurance Policies and Purdue Insurance Collateral.

"***Purdue Insurance Stipulation***" means the *Stipulation and Agreed Order Granting Joint Standing to Prosecute Claims and Causes of Action Related to the Debtors' Insurance Coverage to (1) the Official Committee of Unsecured Creditors and (2) the Ad Hoc Committee of Government and Other Contingent Litigation Claimants* [D.I. 2305].

"***Purdue Legal Matter***" means (i) these Chapter 11 Cases, the Plan or the Restructuring Transactions, (ii) the Pending Opioid Actions, (iii) any other ongoing or completed action or proceeding, whether commenced by a Governmental Unit or any other Person, or government investigation, in each case, relating generally to the same or similar subject matter of the actions and proceedings subject to the Preliminary Injunction, (iv) any ongoing or completed action or investigation by the DOJ, including any cooperation obligation arising out of any such action or investigation or (v) any mediation or settlement related to the same or similar subject matter of any of the foregoing.

"***Purdue Monitor***" means the monitor retained pursuant to the voluntary injunction set forth in Appendix I to the Preliminary Injunction.

"***Purdue Oklahoma Subdivision Fund***" means the fund designated for the Oklahoma subdivisions in the State of Oklahoma's pre-petition settlement with the Debtors and certain of the Sackler Parties and/or their Related Parties.

"***Purdue Pension Plan***" means the Purdue Pharma L.P. Pension Plan, a single-employer defined benefit pension plan covered by Title IV of ERISA.

"***Ratepayer Mediation Participants***" means the proposed representatives of classes of privately insured parties who are plaintiffs and proposed class representatives identified in the Amended Verified Statement of Stevens & Lee, P.C. Pursuant to Bankruptcy Rule 2019 [D.I. 333].

"***Ratepayer Mediation Participants Stipulation***" means a stipulation to be entered into among the Debtors, the Ratepayer Mediation Participants and the Sackler Parties pursuant to which (i) the Ratepayer Mediation Participants will agree to (a) withdraw all proofs of claim filed by the Ratepayer Mediation Participants and (b) not to prosecute further litigation on grounds similar to those represented by such proofs of claim against the Shareholder Released Parties; (ii) the Ratepayer Mediation Participants agree to support this Plan; and (iii) the Ratepayer Mediation Participants will receive $1.4 million in professional fees for services rendered in connection with the Chapter 11 Cases.

"***Reciprocal Releasee***" means each of the following: (i) the Debtors and their Estates and (ii) each Party granting the Third-Party Releases pursuant to the applicable Shareholder Release Consent Mechanism.

"***Reinstated***" means, with respect to any Claim against or Interest in a Debtor, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

"***Related Parties***" means, with respect to a Person, (i) such Person's predecessors, successors, assigns, Subsidiaries, affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such; (ii) the Related Parties of each of the foregoing, in each case in their respective capacities as such; and (iii) solely with respect to the Settling Co-Defendants, any insurer of any Settling Co-Defendant solely in its capacity as such (and specifically excluding certain insurers of the Debtors that have issued, are responsible for, or have liability on account of insurance rights arising out of or in connection with Opioid-Related Activities, solely in such insurers capacities as such). For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens

or residents of such State; provided, however, that notwithstanding the foregoing, in no event shall an Excluded Party be a Related Party.

"***Relativity Database***" has the meaning set forth in Section 5.13(g) of the Plan.

"***Released Claims***" means any Causes of Action released pursuant to Section 10.6(a) and (b) of the Plan.

*"**Released Claims Reserves***" means separate interest-bearing escrow accounts established on the Effective Date by each Creditor Trust, with the Master Disbursement Trust serving as administrative agent in relation thereto, to hold amounts released from the Creditor Trust PRA Non-Participating Claims Reserves pursuant to Section 7.8 of this Plan upon the disallowance of Non-Participating Channeled Claims.

"***Released Parties***" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided*, *however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

"***Releases***" means the releases provided for in Sections 10.6 and 10.7 of the Plan.

"***Releasing Parties***" means, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties, to the extent the applicable Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

"***Replenishment Transfer***" means a transfer by the Master Disbursement Trust to the Special Operating Reserve pursuant to the terms of the Master Shareholder Settlement Agreement.

"***Reserved MDT Insurance Policies***" means (i) policy number B0509FINMR 1600558 and policy number B0509FINMR 1600559 and (ii) any MDT Insurance Policy that is not listed by policy number in Schedule 2 to the MDT Agreement.

"***Restructuring Steps Memorandum***" means the summary of transaction steps to complete the Restructuring Transactions, which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be included in the Plan Supplement.

"***Restructuring Transactions***" means one or more transactions to occur on or before the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate this Plan, including

(i) the creation of NewCo and the direct or indirect transfer thereto and vesting therein (or in a Subsidiary of NewCo) of the NewCo Transferred Assets free and clear of Claims, Interests and liabilities in accordance with the NewCo Transfer Agreement, (ii) the creation of the Foundation and the issuance of the NewCo Interest to the Foundation, (iii) the creation of the Master Disbursement Trust and the transfer thereto and vesting therein of the MDT Transferred Assets, (iv) the creation of the Plan Administration Trust and the vesting therein of the PAT Assets, (v) the creation of Governmental Remediation Trust and the Tribe Trust and the consummation of the Public Entity Settlements, consisting of the payment of the Initial Public Creditor Trust Distributions and the issuance of the MDT Interests, (vi) the consummation of the Public School District Shareholder Direct Settlement, consisting of the payment of the Initial Public Schools Distribution and the issuance of the MDT Public School District Claims, (vii) the creation of the Private Creditor Trusts and the consummation of the Private Entity Settlements, consisting of the payment of the Initial Private Creditor Trust Distributions and the issuance of the MDT Private Claims, (viii) the creation and funding of the Priority Claims Reserve and the PAT Distribution Account to make Distributions in respect of Allowed Claims (other than Channeled Claims), (ix) entry into the Shareholder Settlements in exchange for, among other things, the contribution of funds to the Master Disbursement Trust and/or the Governmental Remediation Trust, as applicable, pursuant to the Shareholder Settlement Agreement, (x) the Releases, injunctions and exculpations set forth herein and in the Confirmation Order and (xi) the transactions set forth in the Restructuring Steps Memorandum.

"***Retained Causes of Action***" means all Estate Causes of Action that are not expressly settled or released under the Plan on or prior to the Effective Date, and which shall include all Causes of Action against Excluded Parties and the Causes of Action set forth on the Schedule of Retained Causes of Action. Any and all Estate Causes of Action against any Settling Co-Defendant (other than any Estate Causes of Action against any Settling Co-Defendant expressly preserved against such Settling Co-Defendants in Section 10.6 of the Plan) are not Retained Causes of Action and are released under the Plan.

"***Retained Shareholder Insurance Claim***" has the meaning set forth in Section 5.6(j) of the Plan.

"***Sackler Family Members***" means (i) Raymond R. Sackler and Mortimer D. Sackler, (ii) all Persons who are descendants of either Raymond R. Sackler or Mortimer D. Sackler, (iii) all current and former spouses of any individual identified in the foregoing clause (i) or (ii), and (iv) the estate of any individual identified in the foregoing clause (i), (ii) or (iii).

"***Sackler Parties' Representative***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Sackler Party***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Schedule of Excluded Parties***" means the schedule of Excluded Parties filed by the Debtors with the Plan Supplement, which shall include only Persons agreed to by the Debtors and the Governmental Consent Parties, in consultation with the Creditors' Committee.

"***Schedule of Rejected Contracts***" means the schedule of all executory contracts and unexpired leases to be rejected by the Debtors, if any, filed by the Debtors with the Plan Supplement, which shall be in form and substance acceptable to the Debtors and reasonably acceptable to the Governmental Consent Parties, in consultation with the Creditors' Committee.

"***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action filed by the Debtors with the Plan Supplement, which shall be in form and substance acceptable to the Debtors and the Governmental Consent Parties, and reasonably acceptable to the Creditors' Committee.

"***Scheduled***" means, with respect to any Claim against the Debtors, the status, priority, and amount, if any, of such Claim as set forth in the Schedules.

"***Scheduled MDT Distribution Date***" means (i) the Effective Date and (ii) other than the SSA Payment Date occurring on the Effective Date, the date that is thirty (30) calendar days after each SSA Payment Date.

"***Schedules***" means the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.

"***Second Public Schools Distribution***" has the meaning set forth in Section 5.2(f)(ii) of the Plan.

"***Secured Claim***" means any Claim against any Debtor to the extent such Claim is (i) secured by a valid, perfected and non-avoidable Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (A) as set forth in this Plan, (B) as agreed to by the Holder of such Claim and the Debtors, or (C) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the Holder of such Claim under section 553 of the Bankruptcy Code. "Secured Claim" does not include any Claim that meets the definition of "Priority Tax Claim."

"***Securities Act***" means the Securities Act of 1933, as amended.

***"Select Private Creditor Trust Non-Participating Claims Reserves"*** means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 6 through 10(a), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Select Private Creditor Trust Non-Participating Claims Reserve shall be funded with Distributions in accordance with Sections 7.2(c) and (d) of this Plan.

"***Separation Agreement***" means the agreements entered into in accordance with the Master Shareholder Settlement Agreement to govern continuing business relationships and claims among the Debtors, NewCo and any entities owned directly or indirectly by the Shareholder Payment Parties, Sackler Family Members or trusts established by or for the benefit of the Sackler Family Members, which shall be on terms reasonably acceptable to the Governmental Consent Parties and the Creditors' Committee.

"***Sequestered Materials***" has the meaning set forth in Section 5.13(i) of the Plan.

"***Sequestration Date***" has the meaning set forth in Section 5.13(k) of the Plan.

"***Settled Canadian Patient Claims***" means the "Settled Patient Claims" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Settling Co-Defendant***" means (i) any Person that is a signatory to the *Joint Objection of Certain Distributors, Manufacturers, and Pharmacies to the Sixth Amended Joint Chapter 11 Plan of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 3306] and/or (ii) any Co-Defendant that objected, formally or informally, or reserved rights with respect to the assumption and assignment of any contract pursuant to the Plan.

"***Settling Creditor***" means any Holder of a Channeled Claim that consents to the Third-Party Releases or otherwise provides a release under a Shareholder Settlement Agreement pursuant to the applicable Shareholder Release Consent Mechanism.

"***Settling MDT Insurer***" means an Insurance Company that has entered into an MDT Insurance Settlement, solely in its capacity as such and solely with respect to any MDT Insurance Policy released in such MDT Insurance Settlement.

"***Settling MDT Insurer Injunction***" means the injunction issued pursuant to Section 10.11 of the Plan.

"***Settling States***" means States that are Settling Creditors.

"***Settling States MDT Trustees***" has the meaning set forth in Section 5.6(d) of the Plan.

"***Shareholder Claim***" means any Claim against any Debtor or that seeks to recover from any property of any Debtor or its Estate, including from any MDT Insurance Policy, in each case, that is held by a Shareholder Released Party (other than any current or former director, officer or employee of the Debtors that is not a Sackler Family Member). Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of a Shareholder Claim shall be a Shareholder Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim.

"***Shareholder Direct Claims Releases***" means (i) the releases provided for in Section 10.7(b) of the Plan, or (ii) any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms contained in the Direct Claims Shareholder Settlement Agreements.

"***Shareholder Direct Settlement Portion***" means the portion of the aggregate Distribution to each Class of Channeled Claim funded with amounts received from the Shareholder Payment Parties on account of the Direct Claims Shareholder Settlements, which, subject to any Direct Claim Settlement Retained Payment Amounts (to the extent applicable):

(a) with respect to Non-Federal Domestic Governmental Channeled Claims, shall be an aggregate amount of $3,485,264,791.64, consisting of $450,819,227.34 of the Initial Governmental Remediation Trust Distribution, and the following amounts received by the Governmental Remediation Trust on each of the following Scheduled MDT Distribution Dates from amounts paid by the Shareholder Payment Parties to the Master Disbursement Trust on the SSA Payment Date corresponding to such Scheduled MDT Distribution Date: (i) $276,239,448.81 on the second Scheduled MDT Distribution Date, (ii) $324,589,448.81 on the third Scheduled MDT Distribution Date, (iii) $268,342,500.00 on the fourth Scheduled MDT Distribution Date, (iv) $166,465,020.83 on the fifth Scheduled MDT Distribution Date, (v) $116,664,520.83 on the sixth Scheduled MDT Distribution Date, (vi) $122,627,687.50 on the seventh Scheduled MDT Distribution Date, (vii) $122,627,687.50 on the eighth Scheduled MDT Distribution Date, (viii) $122,627,687.50 on the ninth Scheduled MDT Distribution Date, (ix) $152,604,687.50 on the tenth Scheduled MDT Distribution Date, (x) $152,604,687.50 on the eleventh Scheduled MDT Distribution Date, (xi) $152,604,687.50 on the twelfth Scheduled MDT Distribution Date, (xii) $152,604,687.50 on the thirteenth Scheduled MDT Distribution Date, (xiii) $301,280,937.50 on the fourteenth Scheduled MDT Distribution Date, (xiv) $301,280,937.50 on the fifteenth Scheduled MDT Distribution Date, and (xv) $301,280,937.50 on the sixteenth Scheduled MDT Distribution Date;

(b) with respect to Tribe Channeled Claims, shall be an aggregate amount of $118,938,715.74, consisting of $15,384,730.61 of the Initial Tribe Trust Distribution, and the following amounts received by the Tribe Trust on each of the following Scheduled MDT Distribution Dates from amounts paid by the Shareholder Payment Parties to the Master Disbursement Trust on the SSA Payment

Date corresponding to such Scheduled MDT Distribution Date: (i) $9,426,992.57 on the second Scheduled MDT Distribution Date, (ii) $11,076,992.57 on the third Scheduled MDT Distribution Date, (iii) $9,157,500.00 on the fourth Scheduled MDT Distribution Date, (iv) $5,680,812.50 on the fifth Scheduled MDT Distribution Date, (v) $3,981,312.50 on the sixth Scheduled MDT Distribution Date, (vi) $4,184,812.50 on the seventh Scheduled MDT Distribution Date, (vii) $4,184,812.50 on the eighth Scheduled MDT Distribution Date, (viii) $4,184,812.50 on the ninth Scheduled MDT Distribution Date, (ix) $5,207,812.50 on the tenth Scheduled MDT Distribution Date, (x) $5,207,812.50 on the eleventh Scheduled MDT Distribution Date, (xi) $5,207,812.50 on the twelfth Scheduled MDT Distribution Date, (xii) $5,207,812.50 on the thirteenth Scheduled MDT Distribution Date, (xiii) $10,281,562.50 on the fourteenth Scheduled MDT Distribution Date, (xiv) $10,281,562.50 on the fifteenth Scheduled MDT Distribution Date, and (xv) $10,281,562.50 on the sixteenth Scheduled MDT Distribution Date;

(c) with respect to Healthcare Provider Channeled Claims, shall be $174,215,320.82, which amount, for the avoidance of doubt, will only be available to Hospitals that are Holders of Healthcare Provider Claims and that are granting the Third Party Releases pursuant to the Hospital Shareholder Direct Settlement.

(d) with respect to Public School Channeled Claims, shall be an aggregate amount of $26,776,216.55, consisting of (i) $16,859,099.31 of the Initial Public Schools Distribution, (ii) $4,958,558.62 of the Second Public Schools Distribution, and (iii) $4,958,558.62 of the Third Public Schools Distribution;

(e) with respect to Third-Party Payor Channeled Claims, shall be $261,104,374.91 (such amount, the "**Maximum TPP Shareholder Direct Settlement Amount**");

(f) with respect to ER Physician Channeled Claims, shall be $3,842,182.12; and

(g) with respect to NAS PI Channeled Claims, shall be $25,138,065.25 (such amount, the "**Maximum NAS PI Shareholder Direct Settlement Amount**").

(h) with respect to Non-NAS PI Channeled Claims, shall be $153,178,666.30 (such amount, the "**Maximum Non-NAS PI Shareholder Direct Settlement Amount**").

In the event of any Shareholder Prepayment, the Shareholder Direct Settlement Portion otherwise applicable to Distributions to the Governmental Remediation Trust and Tribe Trust on the Scheduled MDT Distribution Date corresponding to the Target Payment Date of such prepayment shall be applied to Distributions made to the Governmental Remediation Trust and Tribe Trust on the MDT Distribution Date corresponding to such Prepayment Date with amounts received from the Shareholder Payment Parties on account of such prepayment, and such Shareholder Direct Settlement Portion shall be reduced using the discount rate calculation applicable to such Shareholder Prepayment pursuant to the terms of the Master Shareholder Settlement Agreement. In the event of any that any Shareholder Payment Group fails to pay when due any portion of the Payment Date Obligation owed by such Shareholder Payment Group pursuant to the terms of the Master Shareholder Settlement Agreement, the Shareholder Direct Settlement Portion for the Scheduled MDT Distribution Date corresponding to such Payment Date Obligations shall be reduced pro rata based on the amount of such non-payment.

"***Shareholder Estate Claim Releases***" means releases provided for in Section 10.7(a) of the Plan.

"***Shareholder Estate Settlement Distribution***" means Estate Distributions to Holders of Channeled Claims solely on account of funds provided by the Sackler Parties on account of the Sackler Parties' settlement with the Estates as set forth in the Master Shareholder Settlement Agreement.

"***Shareholder Family Group***" has the meaning ascribed to the term "Family Group" in the Master Shareholder Settlement Agreement.

"***Shareholder Payment Group***" has the meaning ascribed to the term "Payment Group" in the Master Shareholder Settlement Agreement.

"***Shareholder Payment Party***" means, as applicable, the Shareholder Released Parties that are parties to the Master Shareholder Settlement Agreement or the applicable Direct Claims Shareholder Settlement Agreement.

"***Shareholder Prepayment***" means any payment of all or any portion of a Minimum Required Settlement Payment to the Master Disbursement Trust prior to the scheduled SSA Payment Date for such Minimum Required Settlement Payment as set forth in the Master Shareholder Settlement Agreement.

"***Shareholder Release Consent Mechanism***" means the applicable mechanism for each Holder of a Claim to consent to the Third-Party Releases or otherwise be bound by a release under a Shareholder Settlement Agreement which are exclusively: (i) with respect to Holders of Non-Federal Domestic Governmental Claims, executing a joinder to the Governmental Entity Shareholder Direct Settlement Agreement or otherwise participating in the Governmental Entity Shareholder Direct Settlement Agreement in accordance with the terms thereof, (ii) with respect to Holders of Public School Claims, participating in the Public School District Shareholder Direct Settlement, (iii) with respect to Holders of Tribe Claims, executing a joinder to the Tribal Shareholder Direct Settlement Agreement, (iv) with respect to Hospitals that are Holders of Healthcare Provider Claims, participating in the Hospital Shareholder Direct Settlement, (v) with respect to Holders of Third-Party Payor Claims, through electing to opt-in to the Third-Party Releases on its applicable ballot, (vi) with respect to Holders of ER Physician Claims, participating in the ER Physician Shareholder Direct Settlement; and (vii) with respect to Holders of PI Claims, through electing to opt-in to the Third-Party Releases on its applicable ballot.

"***Shareholder Release Remedy***" has the meaning ascribed to the term "Release Remedy" in the Master Shareholder Settlement Agreement.

"***Shareholder Release Snapback Parties***" means, collectively, the Designated Shareholder Released Parties and all members of any Shareholder Family Group.

"***Shareholder Released Claims***" means any Causes of Action released pursuant to Section 10.7(a) and (b) of the Plan, as applicable.

"***Shareholder Released Direct Claims***" means any Causes of Action released pursuant to Section 10.7(b) of the Plan.

"***Shareholder Released Estate Claims***" means any Causes of Action released pursuant to Section 10.7(a) of the Plan.

"***Shareholder Released Parties***" means, collectively, (i) the Shareholder Payment Parties; (ii) the Designated Shareholder Released Parties and the Persons identified on Exhibit X to the Master Shareholder Settlement Agreement; (iii) all Persons directly or indirectly owning an equity interest in any Debtor on the date on which such Debtor commenced its Chapter 11 Case; (iv) Sackler Family Members;

(v) all trusts for the benefit of any of the Persons identified in the foregoing clause (iv) and the past, present and future trustees (including, without limitation, officers, directors and employees of any such trustees that are corporate or limited liability company trustees and members and managers of trustees that are limited liability company trustees), protectors and beneficiaries thereof, solely in their respective capacities as such; (vi) all Persons (other than the Debtors) to which property or funds of the Persons identified in any of the foregoing clauses (i) through (v) have been or are directly or indirectly transferred (including for charitable or philanthropic purposes), solely in such Persons' capacities as transferees and solely to the extent of any property or funds transferred to them; and (vii) with respect to each Person in the foregoing clauses (i) through (v), such Person's (A) predecessors, successors, permitted assigns, subsidiaries (other than the Debtors), controlled affiliates, spouses, heirs, executors, estates and nominees, in each case solely in their respective capacities as such, (B) current and former officers and directors, principals, members and employees, in each case, solely in their respective capacities as such, (C) financial advisors, attorneys (including, without limitation, attorneys retained by any director, in his or her capacity as such), accountants, investment bankers (including, without limitation, investment bankers retained by any director, in his or her capacity as such), consultants, experts and other professionals, in each case, solely in their respective capacities as such, and (D) property possessed or owned at any time or the proceeds therefrom; *provided* that notwithstanding anything to the contrary herein, the Debtors and the Excluded Parties identified on the Schedule of Excluded Parties shall not be Shareholder Released Parties. For purposes of this definition of "Shareholder Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Shareholder Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Shareholder Released Party, such claim would be released if asserted against such other Shareholder Released Party. For the avoidance of doubt, any Person that fits within multiple categories above shall be a Shareholder Released Party in all such categories and failure to include any Person that fits within any category above on Exhibit X to the Master Shareholder Settlement Agreement shall not mean that such Person is not a Shareholder Released Party.

"***Shareholder Releases***" means the releases provided for in Section 10.7 of the Plan.

"***Shareholder Settlement Agreements***" means, collectively, the Master Shareholder Settlement Agreement and all Direct Claims Shareholder Settlement Agreements.

"***Shareholder Settlement Amount***" means the aggregate amount of up to $7 billion provided for in settlement of all Shareholder Settlement Released Claims in the Shareholder Settlement Agreements, collectively, which shall be paid by the Shareholder Payment Parties on the dates and pursuant to the terms set forth in the Shareholder Settlement Agreements.

"***Shareholder Settlement Released Claims***" means the Shareholder Released Estate Claims, the Third-Party Released Claims, and the Causes of Action released under the applicable Direct Claims Shareholder Settlement Agreements.

"***Shareholder Settlement Releases***" means the Shareholder Estate Claim Releases, the Third-Party Releases, and any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms contained in the applicable Direct Claims Shareholder Settlement Agreements or pursuant to the Direct Claims Shareholder Settlements.

"***Shareholder Settlements***" means the settlements, including the Direct Claims Shareholder Settlements, reflected in the Plan, the Plan Supplement, the Confirmation Order, the Master Shareholder Settlement Agreement, and the Direct Claims Shareholder Settlement Agreements providing for, among other things, the Shareholder Settlement Releases and the Channeling Injunction in exchange

for, among other things, the payments to be made by the Shareholder Payment Parties to the Master Disbursement Trust for the benefit of the Debtors, their Estates, and the Settling Creditors.

"***Solicitation Procedures Order***" means the order entered by the Bankruptcy Court approving (i) the adequacy of information in the Disclosure Statement, (ii) solicitation and voting procedures, (iii) forms of ballots, notices and notice procedures in connection therewith and (iv) certain dates with respect thereto [D.I. 2988].

"***SOR Holdback***" has the meaning set forth in Section 5.7(a)(i) of the Plan.

"***Special Master***" means the Disclosure Oversight Special Master appointed in accordance with Section 5.13(s) of the Plan.

"***Special Operating Reserve***" means a separate interest-bearing escrow account established by the Master Disbursement Trust on or before the Effective Date, subject to the terms set forth in the Master Shareholder Settlement Agreement.

"***SSA Payment Date***" means each "Payment Date" as defined in, and as subject to adjustment pursuant to the terms of, the Master Shareholder Settlement Agreement.

"***State***" means except for Oklahoma, all 50 states of the United States of America and the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

"***State Expenses Fund***" means the fund to be established as set forth in Section 5.9(b) of the Plan.

"***States AG Negotiating Group***" means the negotiating committee of State Attorneys General formed pursuant to the *Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6682].

"***Subdivision***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Subdivision Allocation***" means, with respect to a Subdivision, the allocation applicable to such Subdivision as calculated based on the Subdivision Allocation Percentage.

"***Subdivision Allocation Percentage***" shall have the meaning ascribed to such term in the Governmental Entity Shareholder Direct Settlement.

"***Subdivisions in Non-Settling States***" has the meaning set forth in Section 5.2(f)(i)(C) of the Plan.

"***Subject MDT Assets***" has the meaning set forth in Section 5.2(e)(iii) of the Plan.

"***Subsidiary***" has the meaning set forth in Section 10.9(a) of the Plan.

"***Subsidiaries***" means, with respect to a Person, all direct and indirect subsidiaries of such Person.

"***Sub-Qualified Settlement Fund***" means any fund, account or trust intended to be treated as a "qualified settlement fund" (within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes) and expressly established as a Sub-Qualified Settlement Fund (i) by the Bankruptcy Court in the Confirmation Order or (ii) in a separate order by the Bankruptcy Court after the

Confirmation Date, but, in each case, only if such fund is authorized to receive payments solely from the PI Trust pursuant to such order.

"***Supporting Claimants***" means (i) the Ad Hoc Committee, (ii) the MSGE Group, (iii) the Native American Tribes Group, (iv) the Ad Hoc Group of Individual Victims, (v) the Ad Hoc Group of Hospitals, (vi) the Third-Party Payor Group, (vii) the NAS Committee, (viii) the Public School District Claimants, and (ix) with respect to each of the foregoing clauses (i) through (viii), the respective members thereof, solely in their respective capacities as such.

"***Surplus Reserve Cash***" means any surplus Cash or cash equivalents in any of the PAT Reserves in excess of what is estimated to be necessary to satisfy the obligations for which such amounts were reserved, in each case, as determined by the Plan Administration Trustee in accordance with Section 5.14(b) of the Plan.

"***Suspension Event***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Target Payment Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Third-Party Payor***" means a private health insurer, an employer-sponsored health plan, a union health and welfare fund or any other provider of healthcare benefits, including any third-party administrator or agent on behalf thereof, in each case in its capacity as such, that is not a Domestic Governmental Entity; *provided*, *however*, that California health districts acting as third-party payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established by the Bar Date Order shall be included in this definition of "Third-Party Payor."

"***Third-Party Payor Channeled Claim"*** means any (i) Third-Party Payor Claim or (ii) Released Claim or Shareholder Released Claim that is held by a Third-Party Payor (in the case of Third Party Released Claims, solely to the extent that such Third-Party Payor is a Settling Creditor) that is not a Domestic Governmental Entity. Third-Party Payor Channeled Claims shall be channeled to the TPP Trust in accordance with the Plan and the Master TDP.

"***Third-Party Payor Claim***" means any Claim against any Debtor that is held by a Third-Party Payor (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim) that is not a Domestic Governmental Entity; *provided* that Claims in respect of self-funded government plans that were and are asserted through private Third-Party Payors shall be included in this definition of "Third-Party Payor Claims." For the avoidance of doubt, (i) Federal Government Unsecured Claims are not Third-Party Payor Claims, and (ii) claims of Third-Party Payors against Holders of PI Claims or Distributions payable to Holders of PI Claims are not claims against any Debtor and therefore are not included in this definition of "Third-Party Payor Claims."

"***Third-Party Payor Group***" means the group of certain Holders of Third-Party Payor Claims consisting of (i) the Holders of Third-Party Payor Claims represented by the Third-Party Payer participants in the Mediation listed in Exhibit A of the *Mediators' Report* [D.I. 1716] and (ii) one representative from United Healthcare for its Medicare, Medicaid, and fully insured commercial plans and one representative from the Ad Hoc Group of Self-Funded Plans identified in the *Verified Statement of the Ad Hoc Group of Self-Funded Health Plans Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [D.I. 1243].

"***Third-Party Payor Shareholder Direct Settlement***" means the settlement among the Shareholder Payment Parties and Holders of Third-Party Payor Claims that agree to provide the Third-Party

Releases and be subject to the injunctions set forth in Sections 10.6(b) and 10.7(b) of the Plan in exchange for the consideration contemplated in the Plan and Master Shareholder Settlement Agreement.

"***Third-Party Released Claims***" means any Causes of Action released pursuant to Sections 10.6(b) and 10.7(b) of the Plan, as applicable.

"***Third-Party Releases***" means the releases provided for in Sections 10.6(b) and 10.7(b) of the Plan.

"***Third Public Schools Distribution***" has the meaning set forth in Section 5.2(f)(ii) of the Plan.

"***Total Direct Settlement Amount***" has the meaning set forth in the Governmental Entity Shareholder Direct Settlement Agreement.

"***TPP Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum TPP Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible TPP Claims that are Non-Settling Creditors (if any) pursuant to the TPP TDP, and which amount shall be retained by the Shareholder Payment Parties.

"***TPP LRP Escrow Account***" means an escrow account to be established, maintained and administered by the Creditor Trustee for the PI Trust and into which the Creditor Trustee for the PI Trust shall deposit a portion of the funds received by the PI Trust pursuant to the Plan, in accordance with and subject to the terms of the LRP Agreement.

"***TPP TDP***" means the trust distribution procedures to be implemented by the TPP Trust setting forth the procedures for Distributions from the TPP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***TPP Trust***" means a trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Third-Party Payor Channeled Claims, (ii) hold the MDT TPP Claim and collect the Initial TPP Trust Distribution and additional payments due under the MDT TPP Claim in accordance with the Private Entity Settlements and the TPP Trust Documents, (iii) administer Third-Party Payor Channeled Claims, (iv) hold and administer the Class 8 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 8 Released Claims Reserve on and after the Effective Date, (vi) make Distributions in accordance with the TPP Trust Documents, and (vii) carry out such other matters as are set forth in the TPP TDP.

"***TPP Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the TPP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***TPP Trust Documents***" means the TPP Trust Agreement and the TPP TDP.

"***Transferred Debtor***" means a Debtor that is acquired directly or indirectly by NewCo pursuant to the NewCo Transfer Agreement. For the avoidance of doubt, PPLP shall not be a Transferred Debtor.

"***Treasury Regulations***" means the regulations promulgated from time to time under the IRC.

"***Tribal Shareholder Direct Settlement***" means the settlement set forth in the Tribal Shareholder Direct Settlement Agreement.

"***Tribal Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***Tribe***" means any American Indian or Alaska Native Tribe, band, nation, pueblo, village or community, that the U.S. Secretary of the Interior acknowledges as an Indian Tribe, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. § 5130, and as periodically listed by the U.S. Secretary of the Interior in the Federal Register pursuant to 25 U.S.C. § 5131; and any "Tribal Organization" as provided in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(l).

"***Tribe Attorney Fee Fund***" means the fund to be established as set forth in Section 5.9(c) of the Plan.

"***Tribe Channeled Claim***" means (i) any Tribe Claim or (ii) any Claim held by a Tribe that is released pursuant to the Tribal Shareholder Direct Settlement Agreement. Tribe Channeled Claims shall be channeled to the Tribe Trust in accordance with the Plan and Master TDP.

"***Tribe Claim***" means any Claim against any Debtor that is held by a Tribe (including any Claim based on the subrogation rights of a Tribe that is not an Other Subordinated Claim), in its capacity as such. For the avoidance of doubt, claims of Tribes against Holders of PI Claims or Distributions payable to Holders of PI Claims, to the extent such claims exist, are not claims against any Debtor and therefore are not included in this definition of "Tribe Claims."

"***Tribe TDP***" means the trust distribution procedures to be implemented by the Tribe Trust setting forth the procedures for Distributions from the Tribe Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Native American Tribe Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Tribe Trust***" means one or more trusts, limited liability companies or other Persons to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Tribe Channeled Claims, (ii) hold the MDT Tribe Interest and collect the Initial Tribe Trust Distribution and the other Public Creditor Trust Distributions received in accordance with the Public Entity Settlements, (iii) administer Tribe Channeled Claims, (iv) hold and administer the Class 5 Non-Participating Claims Reserves on and after the Effective Date, (v) hold the Class 5 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Tribe TDP.

"***Tribe Trust Agreement***" means the trust agreement and any limited liability company agreement or similar governing document establishing and delineating the terms and conditions for the creation and operation of the Tribe Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Native American Tribe Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Tribe Trust Documents***" means the Tribe Trust Agreement and the Tribe TDP.

"***Twelfth Amended Plan***" means the *Twelfth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 3726].

"***U.S. Trustee***" means the United States Trustee for Region 2.

"***Unimpaired***" means, with respect to any Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

"***United States***" means the United States of America, its agencies, departments or agents.

"***United States-PI Claimant Medical Expense Claim***" means any healthcare-related claim, Cause of Action or Lien (including a subrogation claim or reimbursement claim), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, (i) against a Holder of a PI Claim or the recoveries of a Holder of a PI Claim pursuant to the PI TDP or under the Plan, (ii) held by any of the following federal governmental agencies or federal health insurance programs: the United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the TRICARE Program; and the United States Department of Veterans Affairs, and (iii) on account of opioid injury-related conditional payments made by such programs or agencies to, on behalf of, or in respect of, such Holders of PI Claims. The United States-PI Claimant Medical Expense Claim Settlement does not apply to any claims brought by programs operated by tribes or tribal organizations under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423, or programs operated by urban Indian organizations that have a grant or contract with the Indian Health Service under the Indian Health Care Improvement Act, 25 U.S.C. §§ 1601–1685.

"***United States-PI Claimant Medical Expense Claim Releases***" means the releases provided for in Section 5.2(i)(ii) of the Plan.

"***United States-PI Claimant Medical Expense Claim Settlement***" means the settlement provided for in Section 5.2(i) of the Plan.

"***Voting Deadline***" means the last day for Holders of Claims and Interests entitled to vote on the Plan to cast their votes to accept or reject the Plan as may be set by the Bankruptcy Court.

"***Voting Representative***" means a Firm representing Holders of Claims in any of the Master Ballot Classes who has returned a properly completed Solicitation Directive (as such terms are defined in the Solicitation Procedures Order).

"***Wind-Up Reserve***" means a reserve to be established to pay any and all costs, expenses, fees, taxes, debts, or obligations incurred from the operation and administration of the Debtors' Estates after the Effective Date (including professional fees and expenses). The Wind-Up Reserve shall be (i) funded with Effective Date Cash in an amount determined by the Debtors but not to exceed $10 million, or such greater amount subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees; *provided* further that if the NewCo Managers or the MDT Trustees withhold such consent, the Plan Administration Trustee shall have the right to seek relief from the Bankruptcy Court, which shall be granted upon the Bankruptcy Court's determination that such budgeted expenditures are appropriate and otherwise within the scope for which the Wind-Up Reserve was established pursuant to the Plan; and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date.

**1.2** ***Interpretation; Application of Definitions; Rules of Construction***.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words "herein," "hereof," or "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as "in the Plan," "of the Plan," and "under the Plan," respectively. The words "includes" and "including" are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the reference document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

**1.3** ***Reference to Monetary Figures.***

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

**1.4** ***Controlling Document.***

(a) **Plan Supplements**. In the event of an inconsistency between Articles I through XII of the Plan and the Plan Supplement, the terms of Articles I through XII of the Plan shall control, except that in the event of an inconsistency between Articles I through XII of the Plan and the Master Shareholder Settlement Agreement (or any agreements ancillary to the Master Shareholder Settlement Agreement (other than any Direct Claims Shareholder Settlement Agreement)), the Master Shareholder Settlement Agreement (or such ancillary agreement) shall control.

(b) **Direct Claims Shareholder Settlement Agreements**. In the event of an inconsistency between Articles I through XII of the Plan and any Direct Claims Shareholder Settlement Agreement (or any agreement ancillary to such Direct Claims Shareholder Settlement Agreement (other than the Master Shareholder Settlement Agreement)), (i) the terms of Articles I through XII of the Plan shall control with respect to any matter affecting, or a dispute involving, a party that is not a Party to or otherwise bound by the applicable Direct Claims Shareholder Settlement Agreement, and (ii) such Direct Claims Shareholder Settlement Agreement (or such ancillary agreement) shall control with respect to all other matters. No Direct Claims Shareholder Settlement Agreement may be enforced against any Person not party to or otherwise bound by such Direct Claims Shareholder Settlement Agreement; *provided*, that in no event will any Direct Claims Shareholder Settlement Agreement (or any agreement ancillary to such Direct Claims Shareholder Settlement Agreement) release or otherwise impact any Released Claim or Shareholder Released Claim of a type contemplated under the Plan pursuant to the applicable Shareholder Release Consent Mechanism to be governed by any other Direct Claims Shareholder Settlement Agreement or the Plan.

(c) **Other Documents**. Subject to Section 1.4(a) and 1.4(b), in the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control.

(d) **Plan and Confirmation Order**. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, *however*, that, if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be reconciled, then, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan solely to the extent of such inconsistency.

(e) **Determinations**. The determination of whether there is any inconsistency between any of the documents referred to in the foregoing Sections 1.4(a)-(d) will be made by the Bankruptcy Court in all instances.

**1.5 Consent Rights**.

For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in this Plan shall in any way eliminate, impair, or limit any consent or similar rights provided in favor of the Sackler Parties' Representative or any Shareholder Released Party in the Master Shareholder Settlement Agreement or any Shareholder Direct Settlement Agreement, including any such rights in respect of Definitive Documents (notwithstanding whether any such rights are provided in favor of the Sackler Parties' Representative or any Shareholder Released Party in this Plan).

## ARTICLE II ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, PRIORITY TAX CLAIMS AND DOJ FORFEITURE JUDGMENT CLAIM.

**2.1 *Administrative Claims.***

(a) **Generally**. Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, Holders of Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim) must file and serve on the Debtors requests for the payment of such Administrative Claims not already Allowed by a Final Order. Any Holder of an Administrative Claim that is required to, but does not, file and serve a request for payment of such Administrative Claim pursuant to the procedures specified in the Confirmation Order shall be forever barred, estopped and enjoined from asserting such Claims against the Debtors, the Liquidating Debtors, the Transferred Debtors, the Plan Administration Trust or their respective Assets or properties, and such Claims shall be deemed discharged as of the Effective Date. An Administrative Claim, with respect to which a request for payment has been properly and timely filed pursuant to this Section 2.1(a), shall become an Allowed Administrative Claim if no objection to such request is filed by the Debtors or the Plan Administration Trustee with the Bankruptcy Court on or before the date that is one hundred twenty (120) days after the Effective Date, or such later date as may be fixed by the Bankruptcy Court. If an objection is timely filed, such Administrative Claim shall become an Allowed Administrative Claim only to the extent Allowed by Final Order or such Claim is settled, compromised or otherwise resolved pursuant to Section 7.6 of the Plan. Except to the extent a Holder of an Allowed Administrative Claim and the Debtor against which such Claim is asserted agree to different treatment, each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim or the DOJ Forfeiture Judgment Claim) shall receive, on account of such Allowed Claim, Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve within thirty (30) days following the later to occur of (i) the Effective Date and (ii) the date on which such Administrative Claim shall become an Allowed Claim; *provided* that any Administrative Claim that is an Assumed Liability shall be paid by NewCo in the ordinary course of business.

(b) **Professional Fee Claims**. All Professional Persons seeking awards by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under (x) section 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4),

503(b)(5) or 1103 of the Bankruptcy Code, (y) with respect to the Ad Hoc Committee, the AHC Reimbursement Agreement Assumption Order, or (z) with respect to the MSGE Group, the MSGE Group Reimbursement Order, shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, or as soon as reasonably practicable thereafter, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full in Cash, (A) *first*, from any existing amounts held by a Professional Person as a fee advance, retainer, or security that such Professional Person is authorized to use to satisfy Allowed Professional Fee Claims pursuant to the Interim Compensation Order or the order of the Bankruptcy Court authorizing the retention of such Professional Person (other than a reasonable retainer to cover post-Effective Date work), and (B) *second*, from the Professional Fee Escrow Account, in such aggregate amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. On or prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and, on the Effective Date, fund the Professional Fee Escrow Account with Cash such that the total amount held in the Professional Fee Escrow Account is equal to the sum of each Professional Person's good-faith estimates of its Professional Fee Claims. The procedures for filing objections to Professional Persons' applications for final allowance of compensation for services rendered and expenses incurred shall be set forth in the Confirmation Order.

**2.2 *Priority Tax Claims.***

Except to the extent a Holder of an Allowed Priority Tax Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, either Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve or such other treatment as may satisfy section 1129(a)(9) of the Bankruptcy Code.

**2.3 *DOJ Forfeiture Judgment Claim.***

(a) Allowance: Pursuant to the Plea Agreement and the DOJ 9019 Order, the DOJ Forfeiture Judgment Claim shall be Allowed in the amount of $2.0 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: In full and final satisfaction, settlement, release and discharge of the DOJ Forfeiture Judgment Claim, the Debtors shall make the DOJ Forfeiture Payment within three (3) Business Days following the DOJ Conviction Judgment Date, which DOJ Forfeiture Payment, in combination with the DOJ Forfeiture Judgment Credit, shall satisfy and discharge the DOJ Forfeiture Judgment Claim in full.

## ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS.

**3.1 *Classification in General.***

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and Distributions under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes; *provided* that, to the extent any Claim satisfies the definition of a Shareholder Claim, a Co-Defendant Claim or an Other Subordinated Claim, such Claim shall be classified as such, notwithstanding that such Claim may satisfy the definition of another type of Claim. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions hereunder only to

the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released or otherwise settled prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such Holder's Claim.

### 3.2 ***Summary of Classification of Claims and Interests.***

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired or Unimpaired under this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code or presumed to accept or deemed to reject this Plan:

| Class | Type of Claim or Interest | Impairment | Entitled to Vote |
|---|---|---|---|
| Class 1 | Secured Claims | Unimpaired | No (Presumed to Accept) |
| Class 2 | Other Priority Claims | Unimpaired | No (Presumed to Accept) |
| Class 3 | Federal Government Unsecured Claims | Impaired | Yes |
| Class 4 | Non-Federal Domestic Governmental Claims | Impaired | Yes |
| Class 5 | Tribe Claims | Impaired | Yes |
| Class 6 | Public School Claims | Impaired | Yes |
| Class 7 | Healthcare Provider Claims | Impaired | Yes |
| Class 8 | Third-Party Payor Claims | Impaired | Yes |
| Class 9 | ER Physician Claims | Impaired | Yes |
| Class 10(a) | NAS PI Claims | Impaired | Yes |
| Class 10(b) | Non-NAS PI Claims | Impaired | Yes |
| Class 11(a) | Avrio General Unsecured Claims | Unimpaired | No (Presumed to Accept) |
| Class 11(b) | Adlon General Unsecured Claims | Unimpaired | No (Presumed to Accept) |
| Class 11(c) | Other General Unsecured Claims | Impaired | Yes |
| Class 12 | Intercompany Claims | Unimpaired or Impaired | No (Presumed to Accept or Deemed to Reject) |
| Class 13 | Shareholder Claims | Impaired | No (Deemed to Reject) |
| Class 14 | Co-Defendant Claims | Impaired | No (Deemed to Reject) |
| Class 15 | Other Subordinated Claims | Impaired | No (Deemed to Reject) |
| Class 16 | PPLP Interests | Impaired | No (Deemed to Reject) |
| Class 17 | PPI Interests | Impaired | No (Deemed to Reject) |

| | | | |
|---|---|---|---|
| Class 18 | Intercompany Interests | Unimpaired or Impaired | No (Presumed to Accept or Deemed to Reject) |

**3.3** ***Voting Classes; Presumed Acceptance by Non-Voting Classes.***

With respect to each Debtor, if a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject this Plan by the Voting Deadline, this Plan shall be presumed accepted by the Holders of Claims in such Class.

**3.4** ***Voting; Presumptions; Solicitation.***

(a) **Acceptance by Certain Impaired Classes**. Only Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the Holders, including Holders acting through a Voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (ii) the Holders, including Holders acting through a Voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) (or, if applicable, the Voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, pursuant to and except as otherwise provided in the Solicitation Procedures Order, each Claim in Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be accorded one (1) vote and valued at one dollar ($1.00) for voting purposes only, and not for purposes of Allowance or distribution, such that each of Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be deemed to have accepted this Plan if the Holders, including Holders acting through a Voting Representative, of at least two-third (2/3) in number of Claims actually voting in such Class have voted to accept the Plan.

(b) **Deemed Acceptance by Unimpaired Classes**. Holders of Claims in Classes 1, 2, 11(a) and 11(b) are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(c) **Deemed Rejection by Certain Impaired Classes**. Holders of Claims and Interests in Classes 13, 14, 15, 16, and 17 are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(d) **Deemed Acceptance or Rejection by Certain Classes**. Holders of Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(e) **Individual Creditor Voting Rights**. Notwithstanding anything to the contrary in this Plan, the voting rights of Holders of Claims in any Class shall be governed in all respects by the Solicitation Procedures Order, including without limitation with respect to the amount of such Claims for voting purposes.

**3.5** ***Cramdown.***

If any Class of Claims is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (a) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code and/or (b) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claim or Interest, or any Class

of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

**3.6 *No Waiver.***

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

## ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS.

**4.1 *Secured Claims (Class 1).***

(a) Treatment: Except to the extent a Holder of an Allowed Secured Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve in accordance with section 506(a) of the Bankruptcy Code, (ii) Reinstatement of such Allowed Claim pursuant to section 1124 of the Bankruptcy Code or (iii) such other treatment as may be necessary to render such Claim Unimpaired.

(b) Impairment and Voting: Secured Claims are Unimpaired. Holders of Secured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Secured Claims.

**4.2 *Other Priority Claims (Class 2).***

(a) Treatment: Except to the extent a Holder of an Allowed Other Priority Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(b) Impairment and Voting: Other Priority Claims are Unimpaired. Holders of Other Priority Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims.

**4.3 *Federal Government Unsecured Claims (Class 3).***

(a) Allowance of the DOJ Civil Claim and DOJ Criminal Fine Claim: Pursuant to the DOJ 9019 Order, the DOJ Civil Claim is Allowed in the amount of $2.8 billion. The DOJ Criminal Fine Claim shall be Allowed in the amount of $3.544 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Allowed Federal Government Unsecured Claims, the United States shall receive (i) the Initial Federal Government Distribution and (ii) the MDT Federal Government Claim. The MDT Federal Government Claim shall be payable by the Master Disbursement Trust in the following installments: (x) $10 million on the second Scheduled MDT Distribution Date, (y) $10 million on the third Scheduled MDT Distribution Date and (z) $5 million on the fourth Scheduled MDT Distribution Date. The Initial Federal Government Distribution and the amounts paid to the United States on account of the MDT Federal

Government Claim shall be deemed applied 60% to the DOJ Unsecured Claims and 40% to the Other Federal Agency Claims.

(c) Impairment and Voting: The Federal Government Unsecured Claims are Impaired. Holders of Federal Government Unsecured Claims are entitled to vote to accept or reject the Plan.

**4.4 *Non-Federal Domestic Governmental Claims (Class 4).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Non-Federal Domestic Governmental Claims, the Governmental Remediation Trust shall receive (i) the Initial Governmental Remediation Trust Distribution, (ii) the MDT Governmental Remediation Trust Interest and (iii) the right to receive 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-Federal Domestic Governmental Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Governmental Remediation Trust and shall be exclusively satisfied by payments from the Governmental Remediation Trust. Each Non-Federal Domestic Governmental Channeled Claim shall be asserted exclusively against the Governmental Remediation Trust and resolved solely in accordance with the terms, provisions and procedures of the Governmental Remediation Trust Agreement. The sole recourse of any Person on account of any Non-Federal Domestic Governmental Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Governmental Remediation Trust as and to the extent provided in the Governmental Remediation Trust Agreement. Subject to Section 10.8(c), Holders of Non-Federal Domestic Governmental Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-Federal Domestic Governmental Channeled Claims exclusively against the Governmental Remediation Trust.

(c) Impairment and Voting: Non-Federal Domestic Governmental Claims are Impaired. Holders of Non-Federal Domestic Governmental Claims are entitled to vote to accept or reject the Plan.

**4.5 *Tribe Claims (Class 5).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Tribe Claims, the Tribe Trust shall receive (i) the Initial Tribe Trust Distribution, (ii) the MDT Tribe Interest and (iii) the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Tribe Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Tribe Trust and shall be exclusively satisfied by payments from the Tribe Trust. Each Tribe Channeled Claim shall be asserted exclusively against the Tribe Trust and resolved solely in accordance with the terms, provisions and procedures of the Tribe TDP. The sole recourse of any Person on account of any Tribe Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Tribe Trust as and to the extent provided in the Tribe TDP. Subject to Section 10.8(c), Holders of Tribe Channeled

Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Tribe Channeled Claims exclusively against the Tribe Trust, solely as and to the extent provided in the Tribe TDP.

(c) Impairment and Voting: Tribe Claims are Impaired. Holders of Tribe Claims are entitled to vote to accept or reject the Plan.

**4.6 *Public School Claims (Class 6).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Public School Claims, the Public School Trust shall receive (i) the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and (ii) the MDT Public School Districts Claim; *provided* that if, as of the Effective Date, the Public School District Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Public Schools Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Public School Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Public School Trust and shall be exclusively satisfied by payments from the Public School Trust. Each Public School Channeled Claim shall be asserted exclusively against the Public School Trust and resolved solely in accordance with the terms, provisions and procedures of the Public School TDP. The sole recourse of any Person on account of any Public School Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Public School Trust as and to the extent provided in the Public School TDP. Subject to Section 10.8(c), Holders of Public School Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Public School Channeled Claims exclusively against the Public School Trust, solely as and to the extent provided in the Public School TDP.

(c) Impairment and Voting: Public School Claims are Impaired. Holders of Public School Claims are entitled to vote to accept or reject the Plan.

**4.7 *Healthcare Provider Claims (Class 7).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Healthcare Provider Claims, the Healthcare Provider Trust shall receive (i) the Initial Healthcare Provider Trust Distribution and (ii) the MDT Healthcare Provider Claim; *provided* that if, as of the Effective Date, the Hospital Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Healthcare Provider Trust Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Healthcare Provider Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Healthcare Provider Trust and shall be exclusively satisfied by payments from the Healthcare Provider Trust. Each Healthcare Provider Channeled Claim shall be asserted exclusively against the Healthcare Provider Trust and resolved solely in accordance with the terms, provisions and procedures of the Healthcare Provider TDP. The sole recourse of any Person on account of any Healthcare Provider Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Healthcare Provider Trust as and to the extent provided in the Healthcare Provider TDP. Subject to Section 10.8(c), Holders of Healthcare Provider Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Healthcare Provider Channeled Claims exclusively against the Healthcare Provider Trust, solely as and to the extent provided in the Healthcare Provider TDP.

(c) Impairment and Voting: Healthcare Provider Claims are Impaired. Healthcare Provider of Healthcare Provider Claims are entitled to vote to accept or reject the Plan.

**4.8 *Third-Party Payor Claims (Class 8).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Third-Party Payor Claims, the TPP Trust shall receive (i) the Initial TPP Trust Distribution and (ii) the MDT TPP Claim. For the avoidance of doubt, any payments from the TPP LRP Escrow Account to which LRP Participating TPPs may be entitled under the LRP Agreement shall not be subject to this Section 4.8.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Third-Party Payor Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the TPP Trust and shall be exclusively satisfied by payments from the TPP Trust. Each Third-Party Payor Channeled Claim shall be asserted exclusively against the TPP Trust and resolved solely in accordance with the terms, provisions and procedures of the TPP TDP. The sole recourse of any Person on account of any Third-Party Payor Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the TPP Trust as and to the extent provided in the TPP TDP. Subject to Section 10.8(c), Holders of Third-Party Payor Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Third-Party Payor Channeled Claims exclusively against the TPP Trust, solely as and to the extent provided in the TPP TDP.

(c) Impairment and Voting: Third-Party Payor Claims are Impaired. Holders of Third-Party Payor Claims are entitled to vote to accept or reject the Plan.

**4.9 *ER Physician Claims (Class 9).***

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of ER Physician Claims, the ERP Trust shall receive (i) the Initial ERP Trust Distribution and (ii) the MDT ERP Claim; *provided* that if, as of the Effective Date, the ER Physician Shareholder Direct Settlement has not been consummated, the Initial ERP Trust

Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all ER Physician Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the ERP Trust and shall be exclusively satisfied by payments from the ERP Trust. Each ER Physician Channeled Claim shall be asserted exclusively against the ERP Trust and resolved solely in accordance with the terms, provisions and procedures of the ERP TDP. The sole recourse of any Person on account of any ER Physician Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the ERP Trust as and to the extent provided in the ERP TDP. Subject to Section 10.8(c), Holders of ER Physician Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any ER Physician Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any ER Physician Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue ER Physician Channeled Claims exclusively against the ERP Trust, solely as and to the extent provided in the ERP TDP.

(c) Impairment and Voting: ER Physician Claims are Impaired. Holders of ER Physician Claims are entitled to vote to accept or reject the Plan.

**4.10** ***PI Claims (Classes 10(a) and 10(b)).***

(a) PI Trust: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of PI Claims, the PI Trust shall receive, subject to Section 5.2(i) of the Plan, (i) the Initial PI Trust Distribution and (ii) the MDT PI Claim.

(b) NAS PI Claims (Class 10(a)):

(i) Treatment: The PI Trust shall deposit the NAS PI Portion into the PI Trust NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed NAS PI Channeled Claims, in accordance with the NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the NAS PI TDP. The sole recourse of any Person on account of any NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust NAS Fund as and to the extent

provided in the NAS PI TDP. Subject to Section 10.8(c), Holders of NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the NAS PI TDP.

(iii) Impairment and Voting: NAS PI Claims are Impaired. Holders of NAS PI Claims are entitled to vote to accept or reject the Plan.

(c) Non-NAS PI Claims (Class 10(b)).Treatment: The PI Trust shall deposit the Non-NAS PI Portion into the PI Trust Non-NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund or Sub-Qualified Settlement Fund to Holders of Allowed Non-NAS PI Channeled Claims, in accordance with the Non-NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each Non-NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the Non-NAS PI TDP. The sole recourse of any Person on account of any Non-NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust Non-NAS Fund as and to the extent provided in the Non-NAS PI TDP. Subject to Section 10.8(c) of the Plan, Holders of Non-NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the Non-NAS PI TDP.

(iii) Impairment and Voting: Non-NAS PI Claims are Impaired. Holders of Non-NAS PI Claims are entitled to vote to accept or reject the Plan.

(d) Canadian Patient Settlement. Pursuant to the Canadian Patient Claim Settlement Stipulation, (i) no Holder of a Settled Canadian Patient Claim that filed a Proof of Claim shall receive a recovery in respect of such Settled Canadian Patient Claim from any source other than the Patient

Settlement Payment (as defined in the Canadian Patient Claim Settlement Stipulation) made from the Canadian Patient Settlement Trust and (ii) in order to receive a recovery in respect of any other Claim for which a Proof of Claim was filed by a Holder of a Settled Canadian Patient Claim, such Holder shall have the burden of proving that such Proof of Claim is not in respect of a Settled Canadian Patient Claim that was released and discharged pursuant to the Canadian Patient Claim Settlement Stipulation and such Holder has not received any recovery from the Canadian Patient Settlement Trust on account of such Claim. No Distributions shall be made on account of any Claims that may constitute Settled Canadian Patient Claims unless and until (x) the Saskatchewan Court of Queen's Bench approves the Canadian Patient Settlement Agreement and all funds in the Canadian Patient Settlement Trust have been distributed to Holders of Settled Canadian Patient Claims in accordance with the Canadian Patient Settlement Agreement or (y) the Saskatchewan Court of Queen's Bench denies the Canadian Patient Settlement Agreement. For the avoidance of doubt, nothing in Article X of the Plan shall affect the validity or enforceability of the Canadian Patient Settlement Agreement.

**4.11** ***Avrio General Unsecured Claims (Class 11(a))***.

(a) Treatment: Except to the extent a Holder of an Allowed Avrio General Unsecured Claim and Avrio Health L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Avrio General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(b) Impairment and Voting: Avrio General Unsecured Claims are Unimpaired. Holders of Avrio General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Avrio General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

**4.12** ***Adlon General Unsecured Claims (Class 11(b)).***

(a) Treatment: Except to the extent a Holder of an Allowed Adlon General Unsecured Claim and Adlon Therapeutics L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Adlon General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(b) Impairment and Voting: Adlon General Unsecured Claims are Unimpaired. Holders of Adlon General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Adlon General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

**4.13** ***Other General Unsecured Claims (Class 11(c)).***

(a) Treatment: All Other General Unsecured Claims are Disputed. Except to the extent a Holder of an Allowed Other General Unsecured Claim and the Debtor against which such Claim is asserted agree to different treatment, after the Effective Date upon the Allowance of such Claim in accordance with Article VII of the Plan, each Holder of an Allowed Other General Unsecured Claim shall receive, on account of such Allowed Claim, such Holder's Pro Rata Share of the Other General Unsecured Claim Cash, up to payment in full of such Allowed Claim.

(b) Impairment and Voting: Other General Unsecured Claims are Impaired. Holders of Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

**4.14 *Intercompany Claims (Class 12).***

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on or after the Effective Date, Intercompany Claims shall be (x) in the case of Intercompany Claims held by a Liquidating Debtor against another Liquidating Debtor, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable), (y) in the case of Intercompany Claims held by a Transferred Debtor against another Transferred Debtor, at the discretion of NewCo and (z) otherwise, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties:

(i) Reinstated; or

(ii) Compromised and settled or canceled and extinguished with no distribution on account thereof.

(b) Impairment and Voting: Intercompany Claims are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Claims are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

**4.15 *Shareholder Claims (Class 13).***

(a) Treatment: Holders of Shareholder Claims shall not receive or retain any property on account of such Claims. As of the Effective Date, in accordance with the terms of and except as otherwise expressly provided in the Shareholder Settlements, all Shareholder Claims shall automatically, and without further act, deed or court order, be deemed to have been released without any distribution on account thereof, and such Claims shall be of no further force or effect.

(b) Impairment and Voting: Shareholder Claims are Impaired. Holders of Shareholder Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Shareholder Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Shareholder Claims.[4]

**4.16 *Co-Defendant Claims (Class 14).***

(a) Treatment: In full and final satisfaction and release of each Co-Defendant Claim, the Holder thereof shall (i) not receive or retain any property on account of such Co-Defendant Claim and not have any recourse to any Debtor or any Assets of any Debtor, or any Estate or any Assets of any Estate and (ii) retain its Co-Defendant Defensive Rights, which may be exercised solely in accordance with Section 10.18. As of the Effective Date, Co-Defendant Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights.

[4] Although Holders of Shareholder Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, the Shareholder Payment Parties, in all capacities (including as Holders of Claims), have agreed to support the Plan pursuant to the Master Shareholder Settlement Agreement.

(b) Impairment and Voting: Co-Defendant Claims are Impaired. Holders of Co-Defendant Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Co-Defendant Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Co-Defendant Claims.

**4.17 *Other Subordinated Claims (Class 15).***

(a) Treatment: Other Subordinated Claims are subordinated pursuant to the Plan and section 509(c) and/or 510 of the Bankruptcy Code and/or other applicable law. Holders of Other Subordinated Claims shall not receive or retain any property under this Plan on account of such Claims. As of the Effective Date, Other Subordinated Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: Other Subordinated Claims are Impaired. Holders of Other Subordinated Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Other Subordinated Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Subordinated Claims.

**4.18 *PPLP Interests (Class 16).***

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPLP Interests shall relinquish such Interests and shall not receive or retain any property under the Plan on account of such Interests. As of the PPLP Dissolution Date, all PPLP Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPLP Interests are Impaired. Holders of PPLP Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPLP Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPLP Interests.

**4.19 *PPI Interests (Class 17).***

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPI Interests shall relinquish such Interests and shall not receive or retain any property under this Plan on account of such Interests. As of the Effective Date, PPI Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPI Interests are Impaired. Holders of PPI Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPI Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPI Interests.

**4.20 *Intercompany Interests (Class 18).***

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on the Effective Date, Intercompany Interests shall be:

(i) with respect to Intercompany Interests in any Transferred Debtor held by PPLP, Reinstated and transferred to NewCo (or one of its Subsidiaries) in accordance with the NewCo Transfer Agreement;

(ii) with respect to Intercompany Interests in any Transferred Debtor held by another Transferred Debtor, Reinstated or otherwise treated in accordance with the NewCo Transfer Agreement; and

(iii) with respect to Intercompany Interests in any Debtor that is not a Transferred Debtor, Reinstated solely for administrative convenience until canceled when such Debtor is dissolved or merged out of existence by the Plan Administration Trustee.

(b) Impairment and Voting: Intercompany Interests are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Interests are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

**4.21 *Debtors' Rights with Respect to Unimpaired Claims.***

Except as otherwise provided in this Plan, nothing under the Plan shall affect the rights of the Debtors with respect to an Unimpaired Claim, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

## ARTICLE V MEANS FOR IMPLEMENTATION.

**5.1 *Restructuring Transactions*.**

On or before the Effective Date or as soon as reasonably practicable thereafter, the Debtors may take all actions consistent with this Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with this Plan, including (a) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, interest, right, liability, debt or obligation on terms consistent with the Plan; (c) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable law; (d) the execution, delivery, filing, recordation and issuance of any other documents, instruments or agreements in connection with the Restructuring Transactions; and (e) any transactions described in the Restructuring Steps Memorandum.

**5.2 *Plan Settlements*.**

(a) As further described in the Disclosure Statement, the provisions of this Plan (including the provisions contained in Section 5.9 of the Plan and the release and injunctive provisions contained in Article X of the Plan), the Shareholder Settlements and the other Plan Documents constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the Supporting Claimants, the Settling Creditors, the Shareholder Payment Parties, certain other participants in the Mediation and other parties in interest reached in connection with the Mediation and otherwise, which such compromise and settlement is necessary and integral to the Plan and the Plan Documents and the success

of these Chapter 11 Cases. The Debtors, the Supporting Claimants, the Settling Creditors and the Shareholder Payment Parties believe the treatment provided in respect of Claims against and Interests in the Debtors and the treatment of competing Classes of Claims is fair and appropriate only when combined with the distribution scheme, including without limitation all Distributions to be made under the Plan, and the release, injunction and all other provisions contained in the Plan, all of which are material aspects of the Plan and the terms of the Shareholder Settlements. More than 614,000 Proofs of Claim alleging liability arising out of or in connection with Opioid-Related Activities were filed against the Debtors by the General Bar Date. Approximately 10% of the submitted Proofs of Claim allege a specific amount of liability. The aggregate alleged liability associated with these Proofs of Claim is more than $40 trillion (exclusive of one personal injury claim that asserted $100 trillion in alleged liability). Approximately 90% of Claims alleging liability arising out of or in connection with Opioid-Related Activities do not allege a specific amount of liability. The Debtors believe that any reasonable estimate, projection or valuation of their total liability and obligation to pay for Claims asserted against them, if they had the ability to pay those Claims outside of these Chapter 11 Cases, exceeds by many multiples the total value of all assets of their Estates, including but not limited to contributions from third parties and the full face value of all of Purdue's insurance. The Debtors have structured the Plan on the basis of this understanding, and the Confirmation Order shall include a finding consistent with this understanding.

(b) The Plan, including the explanation set forth in the Disclosure Statement, and the Plan Documents shall be deemed a motion to approve the Plan Settlements, including the Shareholder Settlements, and the good faith full and final comprehensive compromise and settlement of all of the Claims, Interests and controversies described in the foregoing Section 5.2(a) pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Plan Settlements are fair, equitable, reasonable and in the best interests of the Debtors and their Estates.

(c) The Plan, the Plan Settlement, the Plan Documents (including the Creditor Trust Documents), the Shareholder Settlements and the Confirmation Order constitute a good faith full and final comprehensive compromise and settlement of all Claims, Interests and controversies described in the Plan based upon the unique circumstances of these Chapter 11 Cases (such as the total distributable value available, the unique facts and circumstances relating to these Debtors and the need for an accelerated resolution without additional avoidable litigation) such that (i) none of the foregoing documents (including the provisions contained in Section 5.9 of the Plan), nor any materials used in furtherance of Plan confirmation (including, but not limited to, the Disclosure Statement, and any notes related to, and drafts of, such documents and materials), may be offered into evidence, deemed an admission, used as precedent or used by any party or Person in any context whatsoever beyond the purposes of this Plan, in any other litigation or proceeding, except as necessary, and as admissible in such context, to enforce their terms and to evidence the terms of the Plan and the Plan Documents before the Bankruptcy Court or any other court of competent jurisdiction and (ii) any obligation by any party, in furtherance of such compromise and settlement, to not exercise rights that might be otherwise available to such party shall be understood to be an obligation solely in connection with this specific compromise and settlement and to be inapplicable in the absence of such compromise and settlement. The Plan, the Plan Settlement, the Plan Documents and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors or any other Protected Party is a party; *provided* that such litigation or proceeding is not to enforce or evidence the terms of the Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements or the Confirmation Order. Any Person's support of, or position or action taken in connection with, this Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements and the Confirmation Order may differ from such Person's position or testimony in any other litigation or proceeding not in connection with these Chapter 11 Cases. Further, and, as all parties to the Mediation agreed, this Plan

Settlement is not intended to serve as an example for, or represent the parties' respective positions or views concerning, any other chapter 11 cases relating to opioids, nor shall it be used as precedent by any Person or party in any other such chapter 11 cases or in any other proceeding, situation or litigation.

(d) The "allocation" of dollars between the Shareholder Direct Settlement Portion of any Distribution and the Estate Distributions is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Mediation Parties, including the Debtors, the Creditors' Committee, the Shareholder Payment Parties, and all creditors and creditor groups that are Mediation Parties, and upon confirmation of this Plan will be deemed to be a settlement between the Debtors, the Creditors' Committee, the Supporting Claimants and the Shareholder Payment Parties in which, among other things, the Shareholder Payment Parties are providing up to $6.5 billion in consideration over 15 years.[5] The "allocation" is intended by the Shareholder Payment Parties and the other Mediation Parties to, among other things, facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan, and otherwise. All such parties, including but not limited to the Shareholder Payment Parties, Sackler Parties, the Debtors, the Ad Hoc Committee and the States AG Negotiating Group, including each member of such groups, has agreed that neither the settlement amount nor the "allocation" (including any allocation between the Shareholder Payment Party of payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims or any defenses to the Shareholder Released Estate Claims or the Shareholder Released Direct Claims, and if for whatever reason the agreement in principle is not consummated, neither the settlement amount nor the "allocation" shall be cited or used by the Debtors, the Creditors' Committee, the Supporting Claimants or the Shareholder Payment Parties (or the Released Parties) – or any party to the Shareholder Settlements or any other Mediation Party – for any purpose whatsoever in any pleading or proceeding wherever or whenever. Further, no party to the compromise and settlement will be bound by this Plan or the agreement set forth in this provision (other than as set forth in this Section 5.2(d)) with regard to what it may state in a pleading, court hearing, proceeding, or otherwise about the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims, or any defenses thereto, including, without limitation, in any pleading filed in connection with the Shareholder Settlements and this Plan. This paragraph shall be binding forever upon all parties from the earlier of (i) the time that this agreement in principle is reached and (ii) the time that this Section 5.2(d) is made publicly available (on the Bankruptcy Court docket or otherwise), regardless of whether a settlement including that represented in the Plan is consummated, and shall be specifically enforceable by the Bankruptcy Court (with no cap on damages that may be awarded).[6] This Section 5.2(d) is non-severable from the overall compromise and settlement, and is an integral part of the Plan. This Section 5.2(d) is specifically subject to Federal Rule of Evidence 408 and analogous state provisions barring the use of settlement offers and communications to prove the validity or amount of disputed claim.[7]

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[5] In accordance with Section 2.01(g) of the Master Shareholder Settlement Agreement (and as more fully described therein), A-Side Payment Group 8's $345 million payment obligation shall be prepaid in an amount equal to $225,677,259.42, unless pre-paid on the Effective Date in the amount of $218 million, representing the agreed-upon present value on the Effective Date. If A-Side Payment Group 8 elects to defer payment of up to $35 million on the Effective Date, A-Side Payment Group 8 shall pay the MDT up to $17.5 million due on each of the fifth and sixth payment dates plus 4.5% interest (i.e. which would aggregate to $225,677,259.42), and the other A-Side Payment Groups' shall pay up to $35 million on the Effective Date and their payment obligations on the fifth and sixth payment dates shall be reciprocally reduced.

[6] This sentence shall not apply to the States.

[7] While all parties understand that the Plan is not enforceable until confirmation, all Mediation Parties have agreed to be bound by this provision as of March 18, 2025.

(e) **Private Entity Settlements**.

(i) On the Effective Date, the Private Creditor Trusts shall receive their respective Initial Private Creditor Trust Distributions and their respective MDT Private Claims; *provided* that with respect to Private Creditor Trusts that are the subject of Opt-Out Class Action Settlements, if, as of the Effective Date, the applicable Opt-Out Class Action Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distribution (exclusive of amounts that would constitute Direct Claim Settlement Retained Payment Amounts under the applicable Opt-Out Class Action Settlement, to the extent known) for such Private Creditor Trust shall be placed by the Shareholder Payment Parties into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement (the "**Class Action Escrow Accounts**"). If any such Opt-Out Class Action Settlement is consummated on or prior to tenth ($10^{th}$) Business Day immediately preceding the second (2nd) SSA Payment Date, then all amounts due to the members of the relevant Class under such Opt-Out Class Action Settlement, amounts held in the applicable Class Action Escrow Account shall be distributed to the corresponding Private Creditor Trust, other than the applicable Direct Claim Settlement Retained Payment Amounts, if any, which shall be released to, or at the direction of, the Shareholder Payment Parties. If any Opt-Out Class Action Settlement is not consummated by the tenth ($10^{th}$) Business Day immediately preceding the second (2nd) SSA Payment Date, amounts held in the applicable Class Action Escrow Account shall be promptly released to, or at the direction of, the Shareholder Payment Parties. If such Opt-Out Class Action Settlement is consummated after such release from the Class Action Escrow Account to, or at the direction of, the Shareholder Payment Parties, each Shareholder Payment Party shall pay to the applicable Private Creditor Trust such amounts due and payable by it within ten (10) Business Days of delivery to the Sackler Parties' Representative of notice of such Opt-Out Class Action Settlement having been consummated, pending final payment from the Shareholder Released Parties.

(ii) **U.S. Federal Income Tax Matters Relating to the Class Action Escrow Accounts.** Each of the Class Action Escrow Accounts are intended to be treated and shall be reported as a separate qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat each of the Class Action Escrow Accounts as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only,

by such Shareholder Payment Party, and that such Shareholder Payment Party shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust.

The following assumes that the Class Action Escrow Accounts are treated as grantor trusts. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Such person as is designated in the Confirmation Order or the escrow agreement governing each of the Class Action Escrow Accounts shall be the "administrator" of each of the Class Action Escrow Accounts. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each Class Action Escrow Account for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable administrator may request an expedited determination of taxes of any of the Class Action Escrow Accounts under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Class Action Escrow Accounts for all taxable periods through the dissolution of the Class Action Escrow Accounts. Nothing in this Section 5.2(e) (ii) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(iii) Notwithstanding anything to the contrary in the Master Shareholder Settlement Agreement or the Governmental Entity Shareholder Direct Settlement Agreement, the Master Disbursement Trust shall have an obligation under this Plan to distribute to the PI Trust, on account of the MDT PI Claim, (A) on a first priority basis, the first $50 million of proceeds, payments, and benefits (including, but not limited to, the MDT Insurance Proceeds) of (I) any MDT Causes of Action (other than those Retained Causes of Action relating to or necessary to enforce the MDT Shareholder Rights) and (II) the MDT Insurance Rights (assets described in clauses (I) and (II), collectively, the "**Subject MDT Assets**"), and (B) in the absence of payment in full of such $50 million prior to the second anniversary of the Effective Date from proceeds, payments, and benefits of the Subject MDT Assets, the remaining unpaid amount thereof (which may be the entire amount) in full in cash on the first Scheduled MDT Distribution Date following such second anniversary of the Effective Date from MDT Transferred Assets or the proceeds thereof other than the Subject MDT Assets on a priority basis in

accordance with Section 5.2(g) hereof (the payment obligations described in clauses (A) and (B), the "**PI Trust Obligation**").[8]

(iv) Until such time as the PI Trust Obligation has been satisfied in full in accordance with Section 5.2 of the Plan:

(A) the Master Disbursement Trust shall not (I) permit a Lien or other encumbrance to attach to the Subject MDT Assets or (II) incur any Claim (including any Channeled Claim) or otherwise grant any right of payment in respect of the Subject MDT Assets, in each case, senior to the PI Trust Obligation;

(B) the Master Disbursement Trust shall afford the PI Trustee (or its designated representative) with periodic reporting as contemplated by Section 5.6(f)(v) of the Plan and subject to Section 5.6(f)(iv);

(C) none of the protections with respect to the PI Trust Obligation in this Section 5.2(e) of the Plan nor the priority afforded to the PI Trust Obligation in Section 5.2(g) of the Plan shall be modified or eliminated from the MDT Agreement, the Master Shareholder Settlement Agreement, or the Governmental Entity Shareholder Direct Settlement Agreement, solely to the extent applicable, without the written consent of the PI Trustee; and

(D) the PI Trustee reserves all legal and equitable rights under the Plan, the Confirmation Order, and federal and common law with respect to the PI Trust Obligation.

(v) Solely to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with Section 5.2(e)(iii) of the Plan, the Master Disbursement Trust shall thereafter reserve amounts from the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement, as needed, to satisfy the PI Trust Obligation.

(vi) In the event the PI Trust Obligation is not satisfied in full by the first Scheduled MDT Distribution Date following the second anniversary of the Effective Date in accordance with Section 5.2 of the Plan, the PI Trustee shall be entitled to seek enforcement of the PI Trust Obligation by motion to enforce the Plan filed with

[8] For the avoidance of doubt, to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with this Section 5.2(e) of the Plan, the priority of the PI Trust Obligation shall only be second to the funding of the Replenishment Transfer with Cash and cash equivalents that are Shareholder Estate Settlement Distributions, but not, for the avoidance of doubt, second with respect to application of the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement.

the Bankruptcy Court, which shall be heard on an expedited basis subject to the Bankruptcy Court's availability, and the PI Trustee may seek legal and/or equitable remedies available under applicable law, including, but not limited to, specific performance, disgorgement, and/or damages against any successor of the Debtors or their Estates, including the Master Disbursement Trust.

(f) **Non-Federal Public Entity Settlements**.[9]

(i) On the Effective Date, the Governmental Remediation Trust and the Tribe Trust shall receive their respective Initial Public Creditor Trust Distributions, and the Governmental Remediation Trust and the Tribe Trust shall receive their respective MDT Interests. The MDT Interests shall entitle the Governmental Remediation Trust and the Tribe Trust to the payments from the Master Disbursement Trust and other benefits set forth below.

(A) Subject to Section 5.2(g), on each MDT Distribution Date, the Master Disbursement Trust shall make Public Creditor Trust Distributions from all MDT Distributable Value in accordance with Section 5.2(f)(i)(B) of the Plan.

(B) All Public Creditor Trust Distributions to the Governmental Remediation Trust and/or the Tribe Trust shall be allocated between the Governmental Remediation Trust and the Tribe Trust as follows, in each case, as calculated before accounting for any amounts payable pursuant to Section 5.9 of this Plan: (I) with respect to the Estate Distributions, (X) 96.7% to the Governmental Remediation Trust and (Y) 3.3% to the Tribe Trust; and (II) with respect to the Shareholder Direct Settlement Portion, (X) 96.7% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Governmental Remediation Trust, subject to, and payable in accordance with, the terms of the Governmental Entity Shareholder Direct Settlement Agreement, and (Y) 3.3% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Tribe Trust, subject to, and payable in accordance with, the terms of the Tribe Trust Agreement.

(C) All Public Creditor Trust Distributions to the Governmental Remediation Trust shall be further allocated between States and Subdivisions in accordance with the Governmental Remediation Trust Documents. The allocation of the applicable Shareholder Direct

[9] Any characterization of the Public School Claims in this Plan as a "Private" claimant or "Public" claimant is for administrative convenience only, and is not intended to, nor may it be construed as, having any significance for any other purpose.

Settlement Portion to Subdivisions who become Initial Participating Subdivisions may be higher than Later Joining Subdivisions (each as defined in and as more fully described in the Governmental Entity Shareholder Direct Settlement Agreement). Subdivisions located in Oklahoma shall be entitled to participate in the Governmental Entity Shareholder Direct Settlement as though Oklahoma was a Settling State. Subdivisions in Non-Settling States and Subdivisions which previously litigated and resolved their claims against the Debtors and/or Shareholder Released Parties shall not be eligible to be Participating Subdivisions unless and until, in the case of the Subdivisions located in Non-Settling States, a Subdivision's corresponding State becomes a Settling State. For the avoidance of doubt, each Non-Settling Subdivision shall be entitled to receive Estate Distributions pursuant to Section 7.7 of the Plan upon Allowance of its Claim in accordance with Sections 7.6 or 7.9 of the Plan.

(D) Oklahoma Litigating Political Subdivisions will receive Oklahoma's allocation, which allocation amount has already been reduced by $12.5 million that the State of Oklahoma set aside in accordance with the Oklahoma Political Subdivisions Opioid Abatement Grants Act (the "Act") for distribution to Oklahoma subdivisions pursuant to Oklahoma's settlement with the Shareholder Released Parties and the Debtors (the "**Prepetition Oklahoma Settlement**"). The Oklahoma subdivision allocation is set forth in Exhibit F of the Plan and will be administered as agreed between the State of Oklahoma and the Oklahoma Litigating Political Subdivisions. Any release requirements contained in the Prepetition Oklahoma Settlement that are a condition for a Subdivision to participate in the Purdue Oklahoma Subdivision Fund shall be waived by the Debtors and Shareholder Payment Parties such that the Oklahoma Litigating Political Subdivisions may participate in both the Purdue Oklahoma Subdivision Fund and receive distributions from the Governmental Remediation Trust. The Debtors and Shareholder Payment Parties also waive any requirement in the Prepetition Oklahoma Settlement that funds not distributed by the Purdue Oklahoma Subdivision Fund within a certain amount of time will revert to the Foundation or the National Center for Addiction Studies and Treatment established pursuant to the Prepetition Oklahoma Settlement, and acknowledge that the entire Purdue Oklahoma Subdivision Fund shall be distributed to Oklahoma subdivisions. Oklahoma's allocation shall be paid from the Governmental Remediation Trust to a settlement fund established for the

benefit of the Oklahoma Litigating Political Subdivisions. Distributions from such settlement fund to the Oklahoma Litigating Political Subdivisions shall be made in accordance with the ratios set forth in Exhibit F of the Plan. The Oklahoma Litigating Political Subdivisions shall either hire an administrator for the funds from the Remediation Trust Account or receive the funds directly from the Governmental Remediation Trust. The administrator may be reasonably compensated by the Governmental Remediation Trust to perform its administrative function, but not to exceed 5% of the money distributed to Oklahoma Litigating Political Subdivisions by the Governmental Remediation Trust.

(ii) On the Effective Date, the Public School Trust shall receive the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and the MDT Public School Districts Claim. On account of the MDT Public School Districts Claim, the Master Disbursement Trust shall pay to benefit the Public School Trust: (i) $7.5 million on the first anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount (the "***Second Public Schools Distribution***"), and (ii) $7.5 million on the second anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount (the "***Third Public Schools Distribution***").

(g) **MDT Priority Waterfall**. On each MDT Distribution Date, all Cash and cash equivalents of the Master Disbursement Trust shall be applied as follows: (i) *first*, to fund any Replenishment Transfer solely to the extent such Cash and cash equivalents are Shareholder Estate Settlement Distributions; (ii) *second*, to fund the PI Trust Obligation in accordance with Section 5.2.(e)(iii) of the Plan; (iii) *third*, to fund the MDT Operating Reserve in an amount determined by the MDT Trustees; (iv) *fourth*, to the extent there are outstanding amounts then due on account of the MDT Claims, to pay the MDT Claims; (v) *fifth*, to reimburse the applicable Public Creditor Trust for any Shareholder Direct Settlement Portion previously applied in respect of adjustments implemented in accordance with Section 5.2(e)(v); and (vi) *sixth*, as Public Creditor Trust Distributions in respect of the MDT Interests; *provided*, *however*, that, except to the extent expressly set forth in Exhibit M to the Governmental Entity Shareholder Direct Settlement Agreement, payments received by the Master Disbursement Trust: (A) on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and (B) on account of the Tribal Shareholder Direct Settlement Agreement shall be immediately transferred to the Tribe Trust, and the amounts in (A) and (B) shall not be used to fund a Replenishment Transfer to fund the MDT Operating Reserve or pay the MDT Claims.

(h) **Shareholder Settlements**. On or before the Effective Date, the Debtors, the Shareholder Payment Parties and the Settling Creditors shall enter into the Shareholder Settlement Agreements. Pursuant to the Public Entity Settlements, the Private Entity Settlements, the Shareholder Settlement Agreements and the Plan, in exchange for among other things, the Shareholder Settlement Releases and the Channeling Injunction, as set forth in Sections 10.6, 10.7 and 10.8 of the Plan, and the other agreements set forth in the Shareholder Settlement Agreements, (i) the Shareholder Payment Parties

shall pay the applicable Shareholder Settlement Amount on the dates and pursuant to the terms set forth in the applicable Shareholder Settlement Agreements, (ii) the Shareholder Claims shall be deemed released on the Effective Date pursuant to Section 4.15 of the Plan, (iii) the MDT Shareholder Insurance Rights shall be transferred to the Master Disbursement Trust in accordance with Section 5.6(j) of the Plan, (iv) the Shareholder Payment Parties have agreed to support the Plan and (v) the Shareholder Payment Parties have provided the other agreements and consideration set forth in the applicable Shareholder Settlement Agreement, in each case, as more fully set forth in, and subject to the terms and conditions of, the Shareholder Settlement Agreement. The Master Disbursement Trust shall distribute all proceeds of the MDT Shareholder Rights, including each applicable Shareholder Settlement Amount, in accordance with the Plan, including Section 5.2(e)–(g) of the Plan.

(i) **United States-PI Claimant Medical Expense Claim Settlement**. The United States-PI Claimant Medical Expense Claim Settlement is as follows:

(i) On the Effective Date of the Plan, the PI Trust shall be deemed, without further action of the Bankruptcy Court or the PI Trust, to have irrevocably assigned to the United States the PI Trust's right to receive $26 million from the Master Disbursement Trust, which amount shall be paid by the Debtors, the Master Disbursement Trust, or the PI Trust, as applicable, to the United States in the following installments: (x) $13 million to be paid on the Effective Date, consisting of (A) $12,164,100 otherwise distributable to the PI Trust from the Initial Non-NAS PI Distribution and (B) $835,900 otherwise distributable to the PI Trust from the Initial NAS PI Distribution, and (y) $13 million (the "Second Medical Expense Claim Settlement Payment"), consisting of (I) 93.57% of the first $13 million otherwise distributable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan, and (II) the NAS Medical Expense Claim Settlement Reserve Amount, which Second Medical Expense Claim Settlement Payment shall be paid to the United States on a proportionate basis from the amounts described in clauses (I) and (II), as and when amounts are payable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan. For the avoidance of doubt, in no event shall (A) the stated amount of the Initial PI Trust Distribution or amounts payable pursuant to Section 5.2(e)(iii) of the Plan be altered in a manner that would reduce the aggregate amount to be paid to the United States pursuant to this Section 5.2(i)(i) of the Plan, (B) the aggregate amount paid to the United States pursuant to this Section 5.2(i)(i) of the Plan exceed $26 million, or (C) the United States' claim against the Master Disbursement Trust arising from the assignment described in this Section 5.2(i)(i) of the Plan be released until the United States has received payments thereof aggregating to $26 million. The United States shall have the right to enforce the obligations set forth in this Section 5.2(i)(i) of the Plan notwithstanding the United States-PI Claimant Medical Expense Claim Releases.

(ii) Notwithstanding Section 10.19 of the Plan, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the PI Trust, each Holder of a PI Claim and,

in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such, shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Holder of a United States-PI Claimant Medical Expense Claim of all United States-PI Claimant Medical Expense Claims and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the release set forth in Section 5.2 (i)(iii) of the Plan) that each Holder of a United States-PI Claimant Medical Expense Claim has asserted or could assert on its own behalf or on behalf of another Person or party, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), against the PI Trust, a Holder of a PI Claim, Distributions to Holders of PI Claims pursuant to the PI TDP or under the Plan and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; *provided*, *however*, that, if a Holder of a PI Claim commences a legal action against a Holder of a United States-PI Claimant Medical Expense Claim challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement, then, from and after the commencement of such legal action, the United States-PI Claimant Medical Expense Claim Release shall be *void ab initio* solely with respect to such Holder of a PI Claim, and the heirs, successors and assigns of such Holder of a PI Claim, in their capacities as such, and not with respect to any other Person or party, including, but not limited to, the PI Trust, counsel to such Holder of a PI Claim and, in respect of each of the PI Trust and such counsel, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; *provided further* that no such legal action against a Holder of a United States-PI Claimant Medical Expense Claim shall impair or reduce the amount that the United States shall receive pursuant to Section 5.2(i)(i). Nothing in this Section 5.2(i)(ii) creates any rights of a Holder of a PI Claim to sue the United States or any of its agencies, including a Holder of a United States-PI Claimant Medical Expense Claim, and the United States and its agencies reserve all rights and defenses in that regard; and nothing in this paragraph is or shall be deemed a waiver of any applicable sovereign immunity with respect to any legal action against the United States or any of its agencies challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement brought by a Holder of a PI Claim or the heirs, successors or assigns of such Holder of a PI Claim, in their capacities as such.

(iii) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a United States-PI Claimant Medical Expense Claim shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the PI Trust and its agents, representatives, successors and assigns, in their respective capacities as such, of all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, any United States-PI Claimant Medical Expense Claim Release) that the PI Trust has asserted or could assert on its own behalf or on behalf of another Person or party, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), against a Holder of a United States-PI Claimant Medical Expense Claim and, in respect of each Holder of a United States-PI Claimant Medical Expense Claim, its respective agents, representatives, successors and assigns, in their respective capacities as such.

(iv) The payments made to the United States pursuant to Section 5.2(i)(i) of the Plan are a prepayment by the PI Trust of amounts that would otherwise be payable by certain Holders of PI Claims to Holders of United States-PI Claimant Medical Expense Claims upon receipt by such Holders of PI Claims of Distributions pursuant to the PI TDP and under the Plan. Such prepayment shall be borne equitably by such Holders of PI Claims in the form of a reduction in the Distributions otherwise payable to such Holders of PI Claims pursuant to the PI TDP.

(v) The United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program) submits to the jurisdiction of the Bankruptcy Court for purposes of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(vi) The United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program); and the United States Department of Veterans Affairs submit to the exclusive jurisdiction of the Bankruptcy Court for purposes of any proceeding in respect of the interpretation or enforcement of the United States-PI Claimant Medical Expense Claim Settlement,

including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(j) **Individual Settlement Agreements**: Each of the Settling States, Participating Subdivisions, the Master Disbursement Trust, and the Debtors shall not enter into any side letter or separate agreement with any Sackler Family Member that grants more favorable terms or benefits, when taken as a whole, to such Sackler Family Member's Shareholder Family Group than those set forth in the Plan and the Shareholder Settlement Agreements.

**5.3** ***The Plan Administration Trust***.

(a) **Establishment and Purpose of Plan Administration Trust**. On or before the Effective Date, the Debtors shall take all necessary steps to form the Plan Administration Trust in accordance with the Plan and the PAT Agreement. The Plan Administration Trust shall be established for the purposes described in this Plan and any others more fully described in the PAT Agreement, shall have no objective to continue or engage in the conduct of trade or business and shall be subject to the jurisdiction of the Bankruptcy Court. The Plan Administration Trust shall, in each case in accordance with the Plan and the PAT Agreement:

(i) hold, manage, sell and invest the PAT Assets for the benefit of Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims);

(ii) administer, process, resolve and liquidate Claims (other than Channeled Claims and Federal Government Unsecured Claims), including through the prosecution and resolution of objections to Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims;

(iii) hold and maintain the PAT Reserves and the PAT Distribution Account and maintain the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan; and

(iv) make Distributions to Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims) and other payments from the Plan Administration Trust, the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan.

(b) **Vesting of the PAT Assets in the Plan Administration Trust**. The Plan Administration Trust shall consist of the PAT Assets. On the Effective Date, the PAT Assets shall vest in the Plan Administration Trust, free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind.

(c) **Appointment and Role of the Plan Administration Trustee**. The Plan Administration Trustee shall be an existing employee of the Debtors selected by the Debtors in their sole discretion or another individual selected by the Debtors with the consent of the Creditors' Committee and the Governmental Consent Parties (which consent shall not be unreasonably withheld, conditioned or delayed). The identity and compensation of the Plan Administration Trustee shall be disclosed in the Plan Supplement. The appointment of the Plan Administration Trustee shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. In accordance with the PAT

Agreement, the Plan Administration Trustee shall serve in such capacity through the earlier of (x) the date that the Plan Administration Trust is dissolved in accordance with the PAT Agreement and (y) the date the Plan Administration Trustee resigns, is terminated or is otherwise unable to serve for any reason. In furtherance of and consistent with the purpose of the Plan Administration Trust and the Plan, the Plan Administration Trustee shall:

(i) have the power and authority to perform all functions on behalf of the Plan Administration Trust;

(ii) undertake all administrative responsibilities as are provided in the Plan and the PAT Agreement, including filing the final monthly operating report (for the month in which the Effective Date occurs) and all subsequent quarterly operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Master Disbursement Trust;

(iii) be responsible for all decisions and duties with respect to the Plan Administration Trust and the PAT Assets; and

(iv) take such other actions as the Plan Administration Trust determines to be necessary or desirable to carry out the purposes of the Plan, *provided* that such authority shall be subject to Section 5.4 and Section 5.6 of this Plan, and nothing herein or in any Plan Supplement document shall grant the Plan Administration Trust any rights with respect to NewCo or its operations or the Master Disbursement Trust or its operations.

(d) **Funding of the Wind-Up Reserve; Costs and Expenses of the Plan Administration Trust**. On the Effective Date, the Debtors shall establish and fund the Wind-Up Reserve, which shall vest in the Plan Administration Trust and be held and maintained by the Plan Administration Trustee. In the event of any shortfall of funding in the Wind-Up Reserve, NewCo shall be obligated to satisfy any such deficiency, subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business). The costs and expenses of the Plan Administration Trust, including the compensation, fees and expenses of the Plan Administration Trustee and its retained professionals, shall be paid out of the Wind-Up Reserve. The Plan Administration Trustee shall be entitled to reasonable compensation, in an amount to be determined by the Debtors, subject to the consent (not to be unreasonably withheld, conditioned or delayed) of the Creditors' Committee and the Governmental Consent Parties, and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest, including the Debtors, in the Chapter 11 Cases, to assist in its duties as Plan Administration Trustee on such terms as the Plan Administration Trustee deems appropriate without Bankruptcy Court approval, subject to the provisions of the PAT Agreement.

(e) **Attorneys' Fees and Expenses of Directors, Officers, Employees and Agents**.

(i) The Plan Administration Trust will promptly pay, as and when incurred after the Effective Date and before its sixth (6th) anniversary, the reasonable actual attorneys' fees and related out-of-pocket expenses incurred (A) by (x) any current or former director or officer, in each case entitled to indemnification, advancement and/or reimbursement by the Debtors in such

capacity or (y) any current or former employee of the Debtors, in the case of both (x) and (y) other than any (i) Sackler Family Member, (ii) Excluded Party, or (iii) Shareholder Released Party that (a) is entitled to access the SOR or any other reserves established under the Plan or the Settlement or (b) actually has the applicable fees paid from the SOR or any other reserves established under the Plan or the Settlement, and (B) in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of this Plan, including its Releases and Channeling Injunction, *provided* that the scope of this section with respect to any individual shall not apply to fees and expenses incurred in connection with any criminal investigation of which such individual is the target or any criminal prosecution of such individual.

(ii) On or before the Effective Date, the Debtors will establish and fund a segregated account in the amount of $5 million, which shall be held and maintained by the Plan Administration Trustee to fund the foregoing payment obligations. If, at any time, the balance in such segregated account falls below $2 million, NewCo (or, at any time after a sale of all or substantially all Assets of or Interests in NewCo or if NewCo is otherwise unable to do so, the Master Disbursement Trust) shall replenish such account so that amounts in the account are not less than $5 million, provided that (x) the aggregate amount deposited into such account (including the initial deposit) shall not exceed $25 million, and (y) on the sixth (6th) anniversary of the Effective Date, any funds remaining in such account shall be released to the Master Disbursement Trust, and NewCo's (and the Master Disbursement Trust's contingent) funding obligations with respect to such account will terminate.

(iii) Notwithstanding the foregoing, the Plan Administration Trust will not pay (A) any amounts that are reimbursed from any applicable insurance policies, or (B) any otherwise reimbursable amounts incurred by any individual who (i) is found by a court of competent jurisdiction to have engaged in gross negligence, willful misconduct, any criminal act, or actual or intentional fraud, in each case relating to the Debtors or the Debtors' business or property, (ii) does not provide an appropriate undertaking consistent with the undertakings required for indemnification during the pendency of the Chapter 11 Cases, (iii) has at any time prior to the Effective Date refused or does at any time after the Effective Date refuse to testify based on a claim of privilege

against self-incrimination in any proceeding relating to the Debtors or the Debtors' business or property, (iv) does not cooperate with reasonable requests by the MDT in connection with the pursuit of any MDT Causes of Action or (v) is at any time indicted for a felony relating to the Debtors or the Debtors' business or property (provided, however, that if such individual is found to be not guilty of such felony, such indictment is dismissed or such individual is otherwise exonerated, then such expenses shall be promptly paid).

(iv) In addition to the foregoing, (i) on the Effective Date, any MDT Insurance Collateral in excess of the face amount of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and all interest accrued as of the Effective Date on the MDT Insurance Collateral associated with each of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-02/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be released to the Master Disbursement Trust, (ii) following the Effective Date, interest accrued on MDT Insurance Collateral associated with each of the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be swept quarterly and distributed to the Master Disbursement Trust, (iii) no later than the expiration of the policy or the sixth (6th) anniversary of the Effective Date, all MDT Insurance Collateral associated with the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 will be released to the Master Disbursement Trust, subject to the terms of such policy and (iv) following the Effective Date, any MDT Insurance Collateral associated with any other insurance policies of NewCo will be released to the Master Disbursement Trust promptly upon such MDT Insurance Collateral being released by the applicable insurer, provided it is not necessary to support renewed policies of NewCo of similar scope. The Plan Administration Trust shall, on a quarterly basis, provide NewCo and the Master Disbursement Trust with a report of any amounts paid or billed pursuant to this section during the prior quarter. All parties covered by this Section 5.3(e) shall be deemed to release any claim against any MDT Insurance Policy.

(f) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Plan Administration Trust is established, the Plan Administration Trust shall be

empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of the Plan Administration Trust. Such legal actions and other proceedings shall be limited solely to those required for the purposes of reconciling, administering and defending against Claims (other than Channeled Claims) and the other responsibilities of the Plan Administration Trust. The Plan Administration Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the Plan Administration Trustee. The Plan Administration Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Plan Administration Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, the Plan Administration Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of Claims against the Debtors (other than the Channeled Claims). For the further avoidance of doubt, neither the Plan Administration Trust nor the Plan Administration Trustee shall be vested with the rights to pursue any MDT Insurance Rights or MDT Insurance Collateral.

(g) **U.S. Federal Income Tax Matters Relating to Plan Administration Trust**. The Plan Administration Trust is intended to be treated as a trust described in IRC sections 661 through 664 and the regulations promulgated thereunder (a "complex trust"). The PAT Disputed Claims Reserves are intended to be treated as part of the Plan Administration Trust and not as separate taxable entities. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The Plan Administration Trustee shall file (or cause to be filed) such statements, returns, or disclosures relating to the Plan Administration Trust as are required by any Governmental Unit, including IRS Form 1041, IRS Form 1041-ES, and IRS Schedule K-1. The Plan Administration Trustee shall be responsible for payment, out of the PAT Assets, of any taxes imposed on the Plan Administration Trust or the PAT Assets, including, without limitation, estimated and annual U.S. federal income taxes. The Plan Administration Trustee shall be responsible for payment, out of the assets of each of the PAT Disputed Claims Reserves, of any taxes imposed on the applicable PAT Disputed Claims Reserve or its assets. The Plan Administration Trustee may request an expedited determination of taxes of the Plan Administration Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Plan Administration Trust for all taxable periods through the dissolution of the Plan Administration Trust. Nothing in this Section 5.3(g) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(h) **Dissolution, Release of Reserves and Residual Value**. The Plan Administration Trust shall be dissolved and the Plan Administration Trustee shall be discharged from its duties with respect to the Plan Administration Trust upon completion of its duties as set forth in the Plan and satisfaction of the purposes of the Plan Administration Trust as set forth in the Plan and the PAT Agreement, which, for the avoidance of doubt, shall be no earlier than the later of (i) the PPLP Dissolution Date and (ii) the date on which (A) all Disputed Claims (other than Non-Participating Channeled Claims) have been resolved, (B) all PAT Assets have been liquidated and (C) all Distributions and other payments required to be made by the Plan Administration Trustee under the Plan and the PAT Agreement have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Any Cash or cash equivalents in the Plan Administration Trust remaining upon dissolution of the Plan Administration Trust, including any Surplus Reserve Cash remaining in the PAT Reserves, shall be distributed in accordance with Section 5.14(b) of the Plan.

(i) **Exculpation and Indemnification of the Plan Administration Trustee**. To the maximum extent permitted by applicable law, the Plan Administration Trustee shall not have or incur any liability for actions taken or omitted in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration Trust, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the PAT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the Plan Administration Trustee shall be satisfied from the Wind-Up Reserve.

**5.4** ***NewCo***.

(a) **Establishment and Ownership of NewCo**. On or before the Effective Date, NewCo and any Subsidiaries of NewCo shall be formed in accordance with the Plan and the NewCo Operating Agreement. Upon completion of the Restructuring Transactions, the Foundation shall hold the NewCo Interest, representing 100% of the voting and economic Interests in NewCo.

(b) **Purpose of NewCo**. From and after the Effective Date, NewCo shall operate the NewCo Transferred Assets in accordance with the terms of the NewCo Operating Agreement, and subject to the NewCo Operating Injunction and the NewCo Governance Covenants set forth in the Confirmation Order. NewCo shall be operated in a responsible and sustainable manner, balancing (i) the interests of its stakeholders to fund and provide abatement of the opioid crisis, (ii) effective deployment of its assets to address the opioid crisis and (iii) the interests of those materially affected by its conduct. In connection with any action of NewCo, all elements of NewCo's purpose as set forth in this Section 5.4(b) shall be taken into account, and NewCo shall not be required (and the NewCo Managers shall not be required to cause NewCo) to maximize NewCo's or NewCo's subsidiaries' sales or profits.

(c) **Vesting of the NewCo Transferred Assets in NewCo**. On or prior to the Effective Date, pursuant to the Plan and in accordance with the NewCo Transfer Agreement, the NewCo Transferred Assets, including the Initial NewCo Cash, shall be transferred to and vest in NewCo or one or more Subsidiaries of NewCo, in each case free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that NewCo shall comply with its obligations under the Plan, including NewCo's obligation to distribute directly to the Governmental Remediation Trust, the Tribe Trust and the Foundation the NewCo Distributable Cash in accordance with the Plan and to satisfy any deficiency of funding in the Wind-Up Reserve subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business) and NewCo shall assume the Assumed Liabilities. Except as described in the foregoing sentence, NewCo shall have no liability for, and the NewCo Transferred Assets shall vest in NewCo free and clear of, any prepetition and postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date.

(d) **NewCo Managers**.

(i) Appointment. The board of managers of NewCo will consist of five (5) NewCo Managers, each with experience in one or more of the following areas: pharmaceuticals, public policy (including public health policy), law enforcement, ethics and compliance, finance, audit, general business and/or corporate governance

issues. The initial NewCo Managers shall be disinterested and independent, and shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial NewCo Managers shall be included in the Plan Supplement. The appointment of the initial NewCo Managers shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(ii) Responsibilities. The NewCo Managers shall, among other things, (A) determine appropriate expenditure levels for commercial operations and the Public Health Initiatives of NewCo, and (B) make all decisions with respect to NewCo operations (including, for the avoidance of doubt, to effectuate a Disposition Event (as defined in the NewCo Operating Agreement)), taking into account the public interest and NewCo's purpose; *provided*, in each of clauses (A) and (B) above, any such actions of the NewCo Managers shall be subject to oversight by the Foundation.

(e) **NewCo Distributable Cash**. On an annual basis following the Effective Date, NewCo shall pay (i) 96.7% of the Governmental NewCo Distributable Cash directly to the Governmental Remediation Trust, (ii) 3.3% of the Governmental NewCo Distributable Cash directly to the Tribe Trust and (iii) the Foundation Distributable Cash directly to the Foundation. The obligation to pay the Governmental NewCo Distributable Cash in accordance with this Section 5.4(e) shall be otherwise documented in an agreement to be negotiated between NewCo, the Governmental Remediation Trust and the Tribe Trust.

(f) **NewCo Insurance**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase insurance required and appropriate for the business needs of NewCo, including liability and other insurance for NewCo, including, without limitation, product liability insurance and directors' and officers' liability insurance for the NewCo Managers, officers and other authorized agents, in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(g) **NewCo Operating Injunction and NewCo Governance Covenants**. The Confirmation Order will provide for the issuance of the NewCo Operating Injunction and the NewCo Governance Covenants. Any purchaser of NewCo's opioid business shall remain subject to the NewCo Operating Injunction and the NewCo Governance Covenants.

(h) **NewCo Monitor**. The Confirmation Order will provide for the appointment of the NewCo Monitor. The initial NewCo Monitor shall be the Purdue Monitor in place as of the Effective Date or otherwise selected by the Governmental Consent Parties with the consent of the Debtors, and in consultation with the Creditors' Committee. The identity of the NewCo Monitor shall be disclosed in the Plan Supplement. The NewCo Monitor shall be responsible for reviewing NewCo's compliance with the NewCo Operating Injunction. NewCo and its professionals and representatives, including the NewCo Managers, shall cooperate and reasonably respond to requests by the NewCo Monitor in the performance of its responsibilities, including reasonable requests for access to relevant books and records of NewCo. In furtherance of the responsibilities of the NewCo Monitor, the NewCo Monitor shall

be authorized to seek relief from the Bankruptcy Court to the extent necessary to carry out its obligations hereunder. The NewCo Monitor shall prepare and publish quarterly reports regarding the matters for which the NewCo Monitor is responsible, including NewCo's compliance with the NewCo Operating Injunction. All compensation, costs and fees of the NewCo Monitor and any professionals retained by the NewCo Monitor shall be paid by NewCo.

(i) **U.S. Federal Income Tax Matters Relating to NewCo**. The NewCo Managers shall cause NewCo to make a timely election to be treated as a corporation for U.S. federal income tax purposes effective as of the date immediately succeeding the Effective Date by the deadline for making such election. NewCo shall be responsible for filing all tax returns of NewCo and the payment, out of the Assets of NewCo, of any taxes due by or imposed on NewCo or NewCo Transferred Assets, including, without limitation, estimated and annual U.S. federal income taxes.

(j) **Exculpation and Indemnification of the NewCo Managers**. To the maximum extent permitted by applicable law, no NewCo Manager shall have or incur any liability for actions taken or omitted in his or her capacity as a NewCo Manager, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a NewCo Manager, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any NewCo Manager shall be satisfied by NewCo.

**5.5** ***Foundation***.

(a) **Establishment and Ownership of the Foundation**. On or before the Effective Date, the Foundation shall be formed in accordance with the terms of the Plan and the Foundation Bylaws.

(b) **Appointment of the Foundation Trustees**. The board of trustees of the Foundation will consist of three (3) Foundation Trustees, each of whom shall be disinterested and independent, provided that one (but no more than one) Creditor Trustee of the Master Disbursement Trust may serve as a Foundation Trustee; *provided* further that any action taken by such individual in his or her capacity as Foundation Trustee shall not be subject to the fiduciary duties of such individual in his or her capacity as a Creditor Trustee of the Master Disbursement Trust. The initial Foundation Trustees shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial Foundation Trustees shall be included in the Plan Supplement. The appointment of the initial Foundation Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(c) **Foundation D&O Insurance and Indemnification**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase directors' and officers' liability insurance for the Foundation Trustees in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(d) **U.S. Federal Income Tax Matters Relating to the Foundation**. The Foundation Trustees shall cause the Foundation to (A) be formed as a corporation and (B) be organized as a corporation that is intended to be treated as an exempt organization under IRC section 501(c)(4) for U.S. federal and applicable state and local income tax purposes.

(e) **Exculpation and Indemnification of the Foundation Trustees**. To the maximum extent permitted by applicable law, no Foundation Trustee shall have or incur any liability for actions taken or omitted in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any Foundation Trustee shall be satisfied by the Foundation.

**5.6** ***Master Disbursement Trust***.

(a) **Establishment and Purpose of the Master Disbursement Trust**. On or before the Effective Date, the Debtors shall take all necessary steps to establish the Master Disbursement Trust in accordance with the Plan and the MDT Agreement. The Master Disbursement Trust shall be established for the purposes described in this Plan and any other purposes more fully described in the MDT Agreement and shall be subject to the jurisdiction of the Bankruptcy Court. The Master Disbursement Trust shall, in each case in accordance with the Plan and the MDT Agreement:

(i) hold, manage, sell, invest and distribute the MDT Transferred Assets for the benefit of the MDT Beneficiaries in accordance with the Private Entity Settlements and the Public Entity Settlements;

(ii) enforce, pursue, prosecute, compromise and/or settle the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights, including monitoring and enforcing the Shareholder Settlement Agreements;

(iii) make payments in satisfaction of the MDT Claims;

(iv) make Public Creditor Trust Distributions from MDT Distributable Value;

(v) hold and administer the Special Operating Reserve; and

(vi) serve as administrative agent with respect to the Released Claims Reserves.

(b) **Vesting of the MDT Transferred Assets in the Master Disbursement Trust**. The corpus of the Master Disbursement Trust shall consist of the MDT Transferred Assets. On the Effective Date, pursuant to the Plan and in accordance with the MDT Agreement, the MDT Transferred Assets shall be irrevocably transferred to and vest in the Master Disbursement Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that, to the extent certain Assets comprising the MDT Transferred Assets are not known or identified as of the Effective Date, such Assets shall automatically, and without further act or deed, be transferred to and vest in the Master Disbursement Trust upon the discovery or identification thereof, including, with respect to the Surplus Reserve Cash, in accordance with Section 5.14(b) of the Plan. The Master Disbursement Trust shall have no liability for any prepetition or postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except as expressly set forth in the Plan and the MDT Agreement; *provided* that the Master Disbursement Trust will

assume the Channeled Claims solely for the purpose of effectuating the Master TDP in accordance with Section 5.6(g) of the Plan and issue the MDT Claims and MDT Interests in accordance with the Public Entity Settlements and the Private Entity Settlements. From and after the Effective Date, all proceeds of the MDT Transferred Assets, including, without limitation, amounts paid by Insurance Companies under the MDT Insurance Policies and amounts paid under the Master Shareholder Settlement Agreement, shall be paid to the Master Disbursement Trust to be applied in accordance with the MDT Priority Waterfall and the MDT Agreement.

(c) **Funding of the Master Disbursement Trust**. The Master Disbursement Trust shall be funded with the proceeds of the MDT Transferred Assets.

(d) **Appointment and Role of the MDT Trustees**. The board of trustees of the Master Disbursement Trust will consist of three (3) MDT Trustees with relevant experience. The MDT Trustees shall be disinterested and independent; *provided, however*, that such requirements shall not preclude any professional who represented parties in interest from serving as MDT Trustee nor any firm in which an MDT Trustee holds a financial interest from serving as a professional for the Master Disbursement Trust based solely on such previous representations. At least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Democratic Party, and at least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Republican Party, and such MDT Trustees shall select the third MDT Trustee (the "**Settling States MDT Trustees**"); *provided* that notwithstanding the above, in each case, each MDT Trustee shall be appointed with the consent of the Ad Hoc Committee in consultation with the MSGE Group and the Debtors, and the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial MDT Trustees shall be disclosed in the Plan Supplement. The appointment of the initial MDT Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. Each Settling States MDT Trustee may be removed and replaced at any time by the unanimous vote of the MDT Advisory Council Representatives from the same political party as such Settling States that selected such Settling States MDT Trustee. In furtherance of and consistent with the purpose of the Master Disbursement Trust and the Plan, the MDT Trustees shall:

(i) have the power and authority to perform all functions on behalf of the Master Disbursement Trust;

(ii) have the power and authority to perform all functions necessary to operate the Master Disbursement Trust, including, but not limited to, hiring employees or financial, tax, legal, or other necessary professionals to achieve the Master Disbursement Trust's objectives;

(iii) be responsible for all decisions and duties with respect to the Master Disbursement Trust and the MDT Transferred Assets; and

(iv) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the MDT Beneficiaries, in furtherance of the purpose of the Master Disbursement Trust, and in accordance with the Plan, including Section 5.6(f) of the Plan, and the MDT Agreement.

(e) **Appointment and Role of the MDT Advisory Council**. There shall be an MDT Advisory Council established under the MDT Agreement that will consist of a total of seven (7) representatives (the "***MDT Advisory Council Representatives***," and each an "***MDT Advisory Council Representative***"), selected in the following manner: (i) two (2) representatives shall be selected by the

representatives of Settling States that have a state attorney general from the Democratic Party; (ii) two (2) representatives shall be selected by the representatives of Settling States that have a state attorney general from the Republican Party, and (iii) these four (4) MDT Advisory Council Representatives shall select the fifth MDT Advisory Council Representative. In addition, one (1) MDT Advisory Council Representative shall be selected by the MDL Plaintiffs' Executive Committee and one (1) MDT Advisory Council Representative shall be selected by the MSGE Group. Notwithstanding anything in the foregoing to the contrary, in each case, each MDT Advisory Council Representative shall be appointed with the consent of the Ad Hoc Committee. The Master Disbursement Trust shall regularly report to the MDT Advisory Council with respect to the operations and activities of the Master Disbursement Trust and the handling of all payments and Distributions made from the Master Disbursement Trust to the extent set forth in the MDT Agreement.

(f) **Obligations of the MDT Trustees**. The MDT Trustees shall take into account the interests of, and owe fiduciary duties to, each of the MDT Beneficiaries in making all decisions on behalf of the Master Disbursement Trust. In furtherance thereof:

(i) in the event of a Specified Breach (as defined in the Master Shareholder Settlement Agreement), the MDT Trustees will take into account the remaining rights of the Holders of MDT Claims as well as the interests of the Holders of MDT Interests in formulating and exercising appropriate remedies as they relate to the Shareholder Payment Parties and the Shareholder Release Snapback Parties, but shall in all events, to the extent there are obligations remaining to the Private Creditor Trusts upon such default, seek to utilize all other available sources of assets (including by first utilizing commercially reasonable efforts to pursue a Payment Remedy (as defined in the Master Shareholder Settlement Agreement) before electing to pursue a Shareholder Release Remedy) to pay all outstanding amounts owed to the Holders of MDT Claims then-due or to be paid in the future from amounts due from such Breaching Shareholder Family Group until such outstanding amounts have been paid in full;

(ii) the Master Disbursement Trust shall provide no less than ten (10) Business Days' advance written notice (unless urgent circumstances require less notice) to each MDT Beneficiary of any material action proposed to be taken in respect of the MDT Shareholder Rights, including any exercise of remedies under the Shareholder Settlement Agreements or the commencement or settlement of any litigation against any Shareholder Payment Party or Shareholder Release Snapback Party;

(iii) to the extent there are any disputes raised by any MDT Beneficiary regarding the operation of the Master Disbursement Trust or the actions of the MDT Trustees (including, without limitation, any action related to the MDT Shareholder Rights), (A) any MDT Beneficiary shall have the right to seek resolution by the Bankruptcy Court of such a dispute, including seeking to enjoin any disputed action by the Master Disbursement Trust, and all MDT Trustees and MDT Beneficiaries shall have the right to be heard with regard to any such dispute, including by filing

objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (B) the Bankruptcy Court shall have exclusive jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of this Section 5.6(f)) and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief;

(iv) upon the payment in full in Cash of any MDT Claim, the holder of such MDT Claim shall immediately cease to be an MDT Beneficiary for all purposes under the MDT Agreement, and the MDT Trustees shall have no further fiduciary duties to such holder, and such holder shall have no further rights to commence or participate in any action relating to the operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(v) the Master Disbursement Trust shall (A) provide reasonable reporting to each of the other Creditor Trusts that hold MDT Claims regarding the MDT Trustees' activities at least every four (4) months (both cumulatively and in the period just ended), including with regard to the MDT Shareholder Rights (or any reporting received), any insurance proceedings, assets (including the value thereof), expenditures, distributions and forward-looking projections (subject to appropriate limitations to be agreed by the Debtors, the Governmental Consent Parties and the Creditors' Committee), (B) make themselves reasonably available in addition to holding at least one (1) call every four (4) months for the other Creditor Trustees to answer questions of such other Creditor Trustees relating to the Master Disbursement Trust's activities, (C) provide each Private Creditor Trust and the Public School Trust with quarterly reporting regarding Litigation Costs (as defined in the Master Shareholder Settlement Agreement) and other items relating to litigation claims pertaining to such Creditor Trusts' applicable Creditor category as well as all other Creditor categories, and (D) provide the PI Trust with the information, consultation rights and notice as required pursuant to Section 5.2(e) of the Plan. Notwithstanding anything in the foregoing to the contrary, the Master Disbursement Trust shall not be required to provide any reporting to any Creditor Trust to which the Master Disbursement Trust's duties cease pursuant to Section 5.6(f)(iv).

(vi) the MDT Trustees shall be obligated to comply with the terms of the Plan, including this Section 5.6(f), and the MDT Agreement; and

(vii) in the event of any inconsistency between the terms of this Section 5.6(f) and any other provision of this Plan or the MDT Agreement, the terms of this Section 5.6(f) shall govern unless the

MDT Trustees and the Creditor Trustees for each of the Creditor Trusts mutually agree.

(g) **Assumption of Channeled Claims and Master TDP**. As of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Channeled Claims shall automatically, and without further act, deed or court order, be channeled to and assumed by the Master Disbursement Trust solely for the purpose of effectuating the Master TDP, pursuant to which each Channeled Claim shall either be automatically channeled to and assumed exclusively by a Creditor Trust or otherwise Disallowed and released in full. All Channeled Claims channeled to a Creditor Trust in accordance with the Master TDP shall be administered and resolved solely pursuant to, and solely to the extent provided in, the applicable Creditor Trust TDP for such Creditor Trust. Distributions, in accordance with the applicable Creditor Trust TDP, from the Creditor Trust to which a Channeled Claim is channeled, in accordance with the Master TDP, shall be the sole source of recovery, if any, in respect of such Channeled Claim, and the Holder of such Channeled Claim shall have no other or further recourse to the Protected Parties, including the Master Disbursement Trust. All Channeled Claims that are Disallowed and released and not channeled to a Creditor Trust in accordance with the Master TDP shall have no recourse to any Protected Party, including the Master Disbursement Trust. For the avoidance of doubt, in no event shall any Channeled Claim have any recourse to the Assets of the Master Disbursement Trust. In furtherance of the foregoing, the Master Disbursement Trust, subject to and only to the extent provided in the MDT Documents, shall have all defenses, cross-claims, offsets and recoupments regarding the Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the MDT Documents and the Plan; *provided* that, subject to Section 10.8(c), no such Claims, defenses or rights may be asserted against any Protected Party; and *provided, further*, that all such defenses, cross-claims, offsets and recoupments regarding any Channeled Claim that is channeled to a Creditor Trust in accordance with the Master TDP shall be transferred to such Creditor Trust with such Channeled Claim, at which point, the Master Disbursement Trust shall no longer have such defenses, cross-claims, offsets and recoupments regarding such Channeled Claim. For the avoidance of doubt, nothing in this Section 5.6(g) shall limit or affect the transfer of the MDT Insurance Rights.

(h) **MDT Operating Expenses**. On the Effective Date, the Debtors shall establish and fund the MDT Operating Reserve, which shall vest in the Master Disbursement Trust in accordance with Section 5.6(b) of the Plan and be held and maintained by the MDT Trustees. Periodically, until the dissolution of the Master Disbursement Trust, the MDT Trustees will replenish the MDT Operating Reserve from Cash held or received by the Master Disbursement Trust to the extent deemed necessary by the MDT Trustees to satisfy and pay estimated future MDT Operating Expenses; *provided, however*, that subject only to Section 5.2(g) of this Plan, payments received by the Master Disbursement Trust on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and shall not be used to fund a Replenishment Transfer or the MDT Operating Reserve, and shall not be used to pay the MDT Claims. The MDT Trustees shall create and maintain an annual budget of MDT Operating Expenses, which shall be reviewed by, and reasonably acceptable to, the MDT Advisory Council. All MDT Operating Expenses shall be satisfied and paid from the MDT Operating Reserve. The MDT Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest in the Chapter 11 Cases, to assist in the duties of the Master Disbursement Trust on such terms as the MDT Trustees deem appropriate without Bankruptcy Court approval, subject to the provisions of the MDT Agreement. The initial compensation of the MDT Trustees shall be reasonably acceptable to the Debtors and the Governmental Consent Parties, and thereafter shall be subject to the annual budgets prepared by the MDT Trustees.

(i) **Transfer of the MDT Insurance Rights**. In furtherance of the transfer of the MDT Transferred Assets to the Master Disbursement Trust and in accordance with the MDT Agreement, on the Effective Date, the Debtors shall irrevocably transfer, grant and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all of the MDT Causes of Action and MDT Insurance Rights. To the extent any Insurance Company would be obligated in respect of any MDT Insurance Policy to pay any Channeled Claim on behalf of one or more of the Debtors, the Debtors shall transfer and assign to the Master Disbursement Trust the right to enforce such Insurance Company's obligation. The foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the applicable MDT Insurance Policies. Notwithstanding the foregoing, the Master Disbursement Trust shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the MDT Insurance Rights; *provided* that, for the avoidance of doubt, the Master Disbursement Trust will not be required to pay premiums or any other amounts for Purdue Insurance Policies that are not MDT Insurance Policies. The transfer of the MDT Insurance Rights contemplated in this Section 5.6(i) is not an assignment of any insurance policy itself. The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Insurance Rights.

(j) **Transfer of MDT Shareholder Insurance Rights**. On the Effective Date, in consideration of the Shareholder Releases, the Shareholder Released Parties shall irrevocably transfer, grant, and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all MDT Shareholder Insurance Rights. Each Shareholder Released Party shall be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust any and all MDT Shareholder Insurance Rights without further action and without further consideration to such Shareholder Released Party. Pursuant to the Plan, the foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Shareholder Released Parties, the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the MDT Shareholder Insurance Rights. The transfer of the MDT Shareholder Insurance Rights is not an assignment of any insurance policy itself. For the avoidance of doubt, the transfer of the MDT Shareholder Insurance Rights is in addition to the other obligations of the Shareholder Released Parties set forth herein. The Shareholder Released Parties will make best efforts to provide the Master Disbursement Trust access to information and copies of documents that are reasonably necessary to preserve, secure, or obtain the benefit of the MDT Shareholder Insurance Rights, and will comply in all respects with the Plan to preserve, secure, or obtain the benefit of the MDT Shareholder Insurance Rights, including but not limited to the obligations set forth in Section 8.8(b). The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Shareholder Insurance Rights. Notwithstanding the foregoing in this paragraph, to the extent that (y) a Shareholder Released Party has, prior to the Effective Date, provided notice of a Claim under a Reserved MDT Insurance Policy under which a Shareholder Released Party is covered and (z) such Claim is not one for which such Shareholder Released Party receives the benefit of the Shareholder Releases (a "***Retained Shareholder Insurance Claim***"), such Shareholder Released Party shall not be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust the Retained Shareholder Insurance Claim, and such Shareholder Released Party shall be entitled to pursue any such Retained Shareholder Insurance Claim

prior to and after the Effective Date; *provided* that, notwithstanding the foregoing, with respect to the Retained Shareholder Insurance Claims, each Shareholder Released Party, in consideration of the Shareholder Releases, (A) will confer and fully cooperate with the Master Disbursement Trust in connection with the settlement of all claims or rights under such MDT Insurance Policy, including the Retained Shareholder Insurance Claims, and including but not limited to as set forth in Section 8.8(b)(i) of the Plan, and (B) in the event the Master Disbursement Trust has obtained settlement terms that it deems acceptable in its sole discretion, and such settlement terms include a settlement of any Retained Shareholder Insurance Claim, each Shareholder Released Party with rights under such Retained Shareholder Insurance Claim shall be deemed to consent to the release of any claims or rights held by such Shareholder Released Party against and under such MDT Insurance Policy, with the same effect as if such Shareholder Released Party had executed such settlement agreement, and without further consideration to such Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement. After the Effective Date, no Shareholder Released Party shall be entitled to submit a claim under any MDT Insurance Policy (with the exception of a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, but solely to the extent such individual has a right to submit a claim after the Effective Date pursuant to Section 8.8(b)(ii) of the Plan).

(k) **Shareholder Insurance Release**. On the Effective Date, in consideration of the Shareholder Releases, all Sackler Family Members shall irrevocably, fully and forever release and discharge any obligation to indemnify and/or to defend the Sackler Family Members under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any Claim or loss of any type or nature whatsoever, whether known or unknown. The Sackler Family Members hereby surrender all rights, interest in and Claim to any benefit under the Isosceles Insurance Ltd. policy number PPLP-01/2019, and acknowledge that (i) all rights, interest in and Claim to any benefit they may have under the Isosceles Insurance Ltd. policy number PPLP-01/2019 are fully terminated on the Effective Date; and (ii) after the Effective Date, the Sackler Family Members will not receive and cannot claim any further benefits under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any time period and shall have no rights whatsoever under or relating to the Isosceles Insurance Ltd. policy number PPLP-01/2019.

(l) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Master Disbursement Trust is established, the Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. The Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the MDT Trustees. The Master Disbursement Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Master Disbursement Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

(m) **U.S. Federal Income Tax Matters Relating to the Master Disbursement Trust**. The Master Disbursement Trust is intended to be treated, and shall be reported, as a "qualified settlement fund," and the receipt of (i) any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are treated as amounts transferred to the Master Disbursement Trust for purposes of Treasury Regulations section 1.468B-2(b)(1) and (ii) the proceeds received in respect of any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are not described in clause (i) above (including, without limitation, proceeds received in respect of the MDT Shareholder Rights) by the Master Disbursement Trust

are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) shall report consistently with the foregoing for all applicable tax reporting purposes. An MDT Trustee shall be the "administrator," within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the Master Disbursement Trust. The administrator of the Master Disbursement Trust shall be responsible for filing all tax returns required to be filed by or on behalf of the Master Disbursement Trust and the payment, out of the Assets of the Master Disbursement Trust, of any taxes due by or imposed on the Master Disbursement Trust. The MDT Trustees may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Master Disbursement Trust for all taxable periods through the dissolution of the Master Disbursement Trust. Nothing in this Section 5.6(m) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(n) **Distributions from the Master Disbursement Trust Free and Clear**. All Distributions made by the Master Disbursement Trust to the MDT Beneficiaries shall be made in accordance with the notice provisions of the Shareholder Settlement Agreements, as applicable, and in the absence of applicable notice provisions therein to the applicable Creditor Trust, as directed in writing by the corresponding trustees, on no less than ten (10) Business Days' notice to all MDT Beneficiaries; *provided* that such advance notice requirements shall not be required for the Initial Private Creditor Trust Distributions, Initial Public Creditor Trust Distributions or the Initial Public Schools Distribution. Such Distributions thereafter shall become the property of such MDT Beneficiary, free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person. Such distributions to each Creditor Trust shall become the property of such Creditor Trust, and shall be used for the administration (including the payment of Creditor Trust Operating Expenses) of such Creditor Trust, to make Distributions on account of Channeled Claims channeled to such Creditor Trust in accordance with the applicable Creditor Trust TDP and for such other purposes as may be specifically set forth in the applicable Creditor Trust Documents.

(o) **Dissolution, Release of Reserves and Residual Value**. The Master Disbursement Trust shall be dissolved and the MDT Trustees shall be discharged from their respective duties with respect to the Master Disbursement Trust upon completion of their duties as set forth in this Plan and the MDT Agreement, which, for the avoidance of doubt, shall be no earlier than the date on which (i) all Assets held by the Master Disbursement Trust, including the MDT Transferred Assets, have been liquidated and (ii) all payments and other distributions required to be made from the Master Disbursement Trust under the Plan and the MDT Agreement have been made, including payment in full in Cash of all MDT Claims, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Upon dissolution of the Master Disbursement Trust, any Cash remaining in the MDT Operating Reserve or otherwise held by the Master Disbursement Trust shall be distributed in accordance with the MDT Priority Waterfall and the MDT Agreement; *provided* that, in the event the Master Disbursement Trust is dissolved prior to the payment in full in Cash of all MDT Claims, all outstanding amounts under such MDT Claims shall be deemed due and payable for purposes of the distribution of such remaining Cash pursuant to the MDT Priority Waterfall. Subject to the foregoing sentences, the Master Disbursement Trust shall be dissolved at such time as the MDT Trustees determine that the administration of any remaining assets of the Master Disbursement Trust is not likely to yield sufficient additional proceeds to justify further pursuit.

(p) **Exculpation and Indemnification of the MDT Trustee and the MDT Advisory Council Representatives**. To the maximum extent permitted by applicable law, each of the MDT

Trustees and MDT Advisory Council Representatives shall not have or incur any liability for actions taken or omitted in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the MDT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the MDT Trustees or the MDT Advisory Council Representatives shall be satisfied from the MDT Operating Reserve.

**5.7** ***Special Operating Reserve; Released Claims Reserves***.

(a) **Establishment of Special Operating Reserve and Released Claims Reserves**.

(i) On or before the Effective Date, the Debtors shall establish the Special Operating Reserve which shall vest in the Master Disbursement Trust in accordance with Section 5.6(b) of the Plan and be held and maintained by the Master Disbursement Trust. The Special Operating Reserve shall be funded initially in the aggregate amount of $200 million by withholding, in each case from Shareholder Estate Settlement Distributions, (a) $20 million from the Initial Private Creditor Trust Distributions and the Initial Public Schools Distribution and (b) $180 million from the Initial Public Creditor Trust Distributions (the "***SOR Holdback***"). The Master Disbursement Trust, as administrative agent, shall facilitate the releases from the Special Operating Reserve in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(ii) On the Effective Date, each Creditor Trust shall establish the Released Claims Reserves and, once amounts are funded from the corresponding Creditor Trust PRA Non-Participating Claims Reserves in accordance with Section 7.8(b) or Section 7.8(c), as applicable, be otherwise held and maintained by such Creditor Trust with the Master Disbursement Trust serving as administrative agent with respect thereto. The Master Disbursement Trust, as administrative agent, shall facilitate the releases from the Released Claims Reserves in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(b) **Reversion of Special Operating Reserve and Released Claims Reserves**. Subject in all respects to the Master Shareholder Settlement Agreement, on the First Reversion Date, (A) one third (1/3) of the balance of each of the Special Operating Reserve and each Released Claims Reserves will be released to the Master Disbursement Trust or the applicable Creditor Trust, respectively, after completion of all requirements set forth in the Master Shareholder Settlement Agreement and (B) Replenishment Transfers shall cease.

(i) Unless and until Material Litigation is commenced or continued prior to any of the times set forth below against any Shareholder Released Party after the First Reversion Date, then:

(A) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserves will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively;

(B) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively; and

(C) Thereafter, upon the date when no litigation is or has been pending for the prior thirty (30) days, the remaining balance of each of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively.

(ii) Upon a Suspension Event:

(A) All releases from the Released Claims Reserves and Special Operating Reserve described in Section 5.7(b)(i) of the Plan shall cease; and

(B) If the Material Litigation is of the type referenced in clause (1)(a) of the definition of "Material Litigation" in the Master Shareholder Settlement Agreement (i.e., any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct) or clause (2) thereof (500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants), the Master Disbursement Trust shall resume Replenishment Transfers pursuant to Section 5.7(b)(i) of the Plan.

(C) Following a Suspension Event, a new First Reversion Date shall occur on the next date when no Material Litigation is or has been pending for thirty (30) days. The Sackler Parties' Representative shall report the occurrence of a new First Reversion Date to the Master Disbursement Trust in accordance with Section 7(b)(v)(B) of Exhibit N the Master Shareholder

Settlement Agreement. On such new First Reversion Date or as soon as reasonably practicable thereafter, Replenishment Transfers shall cease and one third (1/3) of the balance of each of the Special Operating Reserve and Released Claims Reserves will be released to the Master Disbursement Trust and/or the applicable Creditor Trust, respectively, in accordance with Section 5.7(b)(iii) of the Plan, after completion of all requirements set forth in Exhibit N to the Master Shareholder Settlement Agreement.

Thereafter:

(D) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust; and

(E) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

(F) Thereafter, upon the date when no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is or has been pending for the prior thirty (30) days, the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

*provided*, that if money remains in the Released Claims Reserves or the Special Operating Reserve after the twelfth ($12^{th}$) SSA Payment Date, then:

(G) All remaining funds in the Released Claims Reserves will be released to the applicable Creditor Trust no later than thirty (30) days after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(H) All but $25 million of the remaining funds in the Special Operating Reserve will be released to the Master Disbursement Trust for the benefit of the applicable Creditor Trust(s) no later than six (6) months after the first date that no Material Litigation against any of the

Shareholder Released Parties with respect to Covered Conduct is pending; and all funds remaining in the Special Operating Reserve from the $25 million described in clause (H) of this proviso will be released to the Master Disbursement Trust for distribution to the Creditor Trusts pursuant to Section 5.7(b)(iii) no later than six (6) months after the first date that no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(iii) Master Disbursement Trust shall first allocate all reversion funds received from the Special Operating Reserve to the Private Creditor Trusts in proportion to their respective SOR Holdback until they have received a cumulative amount of such reversion funds equal to the Private Claimants' Priority Reversion.

(iv) If by the ninth ($9^{th}$) SSA Payment Date the Master Disbursement Trust has not made allocations to the Private Creditor Trusts pursuant to Section 5.7(b)(iii) of the Plan in an amount equal to the Private Claimants' Priority Reversion, then the Special Operating Reserve shall release funds to the Master Disbursement Trust for distribution to the Private Creditor Trusts on the ninth ($9^{th}$) SSA Payment Date in an amount equal to the shortfall. Upon a release from the Special Operating Reserve to the Master Disbursement Trust pursuant to Sections 5.7(b)(i)(C), 5.7(b)(ii)(C) of the Plan, the Master Disbursement Trust will allocate $200,000 immediately prior to such release to the Private Creditor Trusts.

(c) **U.S. Federal Income Tax Matters Relating to the Special Operating Reserve and Released Claims Reserves.** The Special Operating Reserve and each of the Released Claims Reserves are intended to be treated and shall be reported as separate qualified settlement funds within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat the Special Operating Reserve and each of the Released Claims Reserves as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust and/or the applicable Creditor Trusts, and this Section 5.7(c) assumes that is the case. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. An MDT Trustee shall be the "administrator" of the Special Operating Reserve. The Creditor Trustee corresponding to the Creditor Trust that holds each Released Claims Reserve shall be the "administrator" of each such Released Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to the Special Operating Reserve and each Released Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. An MDT Trustee or a Creditor Trustee, as applicable, may request an expedited determination of taxes of the Special Operating Reserve or any of the Released Claims Reserves, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of,

the Special Operating Reserve or Released Claims Reserves for all taxable periods through the dissolution of the Special Operating Reserve or Released Claims Reserve, as applicable. Nothing in this Section 5.7(c) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

**5.8** ***Creditor Trusts***.

(a) **Establishment and Purpose of the Creditor Trusts**. The Confirmation Order shall endorse and direct, to the extent not already established, the establishment of the Creditor Trusts on or prior to the Effective Date in accordance with the terms of the respective Creditor Trust Documents. The Creditor Trusts shall be independent from the Holders of Claims against the Debtors and shall be subject to the exclusive jurisdiction of the Bankruptcy Court (other than as specifically set forth in the Creditor Trust Documents). The Creditor Trusts shall be established for the purposes described in this Plan and any other purposes more fully described in the Creditor Trust Documents. Each Creditor Trust shall, in each case, in accordance with the Plan, the Confirmation Order and the applicable Creditor Trust Documents:

(i) hold, manage and invest all funds and other Assets received by such Creditor Trust from the Debtors and the Master Disbursement Trust, as applicable (including, with respect to the Public Creditor Trusts, the MDT Interests), in each case, for the benefit of the beneficiaries of such Creditor Trust;

(ii) hold and maintain the Creditor Trust Operating Reserve of such Creditor Trust;

(iii) administer, process, resolve and liquidate Channeled Claims, including Non-Participating Channeled Claims, applicable to such Creditor Trust, in each case as provided in the applicable Creditor Trust Documents;

(iv) establish and administer the applicable Creditor Trust Non-Participating Claims Reserves;

(v) establish and administer the applicable Released Claims Reserves; and

(vi) exercise rights over any proposed use of funds in the applicable Released Claims Reserve held in such Creditor Trust to the extent set forth in Exhibit N and Exhibit Z to the Master Shareholder Settlement Agreement.

(b) **Role of the Creditor Trustees**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trustees shall have the power and authority to perform all functions on behalf of the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. The Creditor Trustees shall undertake all administrative responsibilities as are provided in the Plan and the applicable Creditor Trust Documents. The Creditor Trustees shall be responsible for all decisions and duties with respect to the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. In all circumstances, each Creditor Trustee shall be independent and disinterested and, in its capacity as a Creditor Trustee, shall act in the best interests of the beneficiaries of such Creditor Trust, in furtherance of the purpose of such Creditor Trust and in accordance with this Plan and the applicable Creditor Trust Documents. In accordance with the Creditor Trust Documents, each

Creditor Trustee shall serve in such capacity through the earlier of (x) the date that the applicable Creditor Trust is dissolved in accordance with the applicable Creditor Trust Documents and (y) the date such Creditor Trustee resigns, is terminated or is otherwise unable to serve for any reason.

(c) **Appointment of the Creditor Trustees and Creditor Trust Overseers**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trust Documents for each of the Creditor Trusts shall provide for the appointment of the Creditor Trustees and, if applicable, Creditor Trust Overseers for each of the Creditor Trusts. The identity of the initial Creditor Trustees and the initial Creditor Trust Overseers shall be as disclosed in the Plan Supplement as of the date hereof, or shall otherwise be:

(i) with respect to the Governmental Remediation Trust, selected in accordance with the terms of the Governmental Remediation Trust Documents;

(ii) with respect to the Tribe Trust, selected by the Native American Tribe Group with the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied);

(iii) with respect to each of the following Private Creditor Trusts, selected as follows: (A) with respect to the TPP Trust, by the Third-Party Payor Group, (B) with respect to the Healthcare Provider Trust, by the Ad Hoc Group of Hospitals, (C) with respect to the ERP Trust, by the ERP Trustee (and, for the avoidance of doubt, the Creditor Trustee and/or Creditor Trust Overseer for the ERP Trust may be the ERP Trustee) and (D) with respect to the PI Trust, by the Ad Hoc Group of Individual Victims; and

(iv) with respect to the Public School Trust, by the Public School District Claimants.

(d) **PI Trust Distributions**.

(i) The PI Trust shall, in accordance with the Plan, the Confirmation Order and the PI Trust Documents, make Distributions on account of Allowed PI Channeled Claims to Holders of such Allowed PI Channeled Claims, subject to the PI Trust Deductions and Holdbacks, which Distributions may be made directly (i) to the Holder of the PI Claim (if pro se), or (ii) to counsel for the Holder of the PI Claim by (A) payment to the respective counsel's client trust account or by sending a check to the respective counsel's address that is payable jointly to such counsel and the Holder of the PI Claim, or (B) payment to the Sub-Qualified Settlement Fund for such counsel. The PI Trust shall establish the PI Trust NAS Fund and the PI Trust Non-NAS Fund, and shall deposit (i) the NAS PI Portion into the PI Trust NAS Fund and (ii) the Non-NAS PI Portion into the PI Trust Non-NAS Fund, in each case, periodically as funds are received by the PI Trust. The PI Trust shall make Distributions on account of Allowed NAS PI Channeled Claims solely from the PI Trust NAS Fund in accordance with the NAS PI TDP, and shall make Distributions

on account of Allowed Non-NAS PI Channeled Claims solely from the PI Trust Non-NAS Fund in accordance with the Non-NAS PI TDP, in each case, subject to the PI Trust Deductions and Holdbacks. The PI Trust shall reserve the NAS Medical Expense Claim Settlement Reserve Amount, which shall be paid to the United States in accordance with Section 5.2(i)(i) of the Plan.

(ii) Subject to the terms of the PI Trust Documents, checks or digital payments issued by the PI Trust directly to Holders of PI Claims shall be null and void if not negotiated or claimed, respectively, within 180 calendar days from and after the date of issuance thereof, unless, in each case, the PI Claims Administrator determines, in its sole discretion, there was good cause for any Holder's failure to do so. After such 180-calendar-day period, the relevant PI Claim (and any Claim for reissuance of the original check or digital payment) shall be automatically discharged and forever barred and all title to and all beneficial interests in the cash represented by any such non-negotiated check or unclaimed digital payment shall revert to the PI Trust and may be redistributed by the PI Trust in accordance with the terms of the Plan and the PI Trust Documents.

(iii) Except as otherwise set forth in Section 5.8(d)(iv) of the Plan, (A) the PI Trust shall have no obligation to reserve or set aside any funds for PI Claims that may be transmitted by Kroll to the PI Trust more than fourteen (14) days after the Effective Date, and (B) the PI Trust shall be fully released and discharged from any liability or responsibility with respect to any PI Claims not affirmatively identified and delivered to the PI Trust by Kroll within fourteen (14) days following the Effective Date.

(iv) To the extent that there are any proofs of claim filed by Holders of PI Claims on or before the Effective Date that are not provided to the PI Trust within fourteen (14) days of the Effective Date, Kroll shall indemnify the PI Trust solely for any amounts owing to such Holder (not to exceed $15,000 per Holder) to the extent that at the time such Holder of a PI Claim seeks payment from the PI Trust, the PI Trust does not have funds and does not reasonably expect to receive funds to pay such Holder (and, for the avoidance of doubt, the PI Trust shall not be required to reserve any amounts for such payments, except as otherwise described in the Plan). For purposes of this provision, and consistent with the PI Trust Agreement and the PI TDP, the PI Trust shall be permitted to use uncashed checks or unclaimed digital payments available pursuant to Section 5.8(d)(ii) to satisfy the amount (if any) owing to such Holder of a PI Claim and the PI Trust shall be required to exhaust such uncashed checks or unclaimed digital payments and any other available funds prior to seeking indemnification from Kroll. Further, and for the avoidance of doubt, if the claim of any Holder of a PI Claim that filed a proof of claim as of the Bar Date is wrongly placed in a different Class under the Plan, and is later

moved to Class 10(a) or Class 10(b) after the Effective Date and such Holder is entitled to any Distribution under the PI Trust, Kroll shall not be responsible for any indemnification of such Claim, and the PI Trust shall reserve $1,000,000 for distribution to such Holders. For the avoidance of doubt, except as otherwise expressly set forth in this Section 5.8(d)(iv), nothing in Section 5.8(d) shall limit or otherwise modify the scope of the exculpation and releases granted to Kroll under this Plan, including pursuant to Sections 10.6(a), 10.6(b) and 10.12 of the Plan.

(e) **Rights of the Creditor Trustee for the TPP Trust under the LRP Agreement**. Pursuant to and in accordance with the LRP Agreement, the Creditor Trustee for the TPP Trust shall have the right (i) to inquire periodically with the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account as to whether the TPP LRP Escrow Account has been properly funded and payments therefrom are being made to the LRP Participating TPPs as required under the LRP Agreement, and to request evidence of the same, and (ii) to seek entry of an order by the Bankruptcy Court enforcing the LRP Agreement, including the obligations to provide such information and evidence, in the event the Creditor Trustee for the TPP Trust reasonably believes that the TPP LRP Escrow Account has not been properly funded as required by the LRP Agreement, payments have not been made to LRP Participating TPPs as required by the LRP Agreement, and/or any of the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account is not responding to reasonable requests by the Creditor Trustee for the TPP Trust for such information and evidence.

(f) **Assumption of Obligations and Liabilities**. In furtherance of the purposes of the Plan and the Creditor Trusts, pursuant to the Master TDP and subject to the applicable Creditor Trust Documents, each Creditor Trust shall (i) expressly assume sole and exclusive responsibility and liability for (A) the Channeled Claims channeled to such Creditor Trust in accordance with the Master TDP and (B) all Creditor Trust Operating Expenses of such Creditor Trust and (ii) have (A) the rights provided to such Creditor Trust in accordance with the Private Entity Settlements and Public Entity Settlements and (B) all defenses, cross-claims, offsets and recoupments regarding such Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the applicable Creditor Trust Documents and this Plan; *provided* that no such Claims, defenses or rights may be asserted against any Protected Party.

(g) **Administration of Channeled Claims and Creditor Trust TDPs**. Pursuant to the Master TDP, (i) all Non-Federal Domestic Governmental Channeled Claims will be administered by the Governmental Remediation Trust and resolved in accordance with, and to the extent provided in, the Governmental Remediation Trust Documents, (ii) all Tribe Channeled Claims will be administered by the Tribe Trust and resolved in accordance with, and to the extent provided in, the Tribe TDP, (iii) all Third-Party Payor Channeled Claims will be administered by the TPP Trust and resolved in accordance with, and to the extent provided in, the TPP TDP, (iv) all Healthcare Provider Channeled Claims will be administered by the Healthcare Provider Trust and resolved in accordance with, and to the extent provided in, the Healthcare Provider TDP, (v) all Public School Channeled Claims will be administered by the Public School Trust and resolved in accordance with, and to the extent provided in, the Public School TDP, (vi) all ER Physician Channeled Claims will be administered by the ERP Trust and resolved in accordance with, and to the extent provided in, the ERP TDP, and (vii) all PI Channeled Claims will be administered by the PI Trust and resolved in accordance with, and to the extent provided in, the PI TDP. Each of the Creditor Trusts shall be funded in accordance with the Public Entity Settlements and the Private

Entity Settlements, as applicable. The Creditor Trust shall, in accordance with, and to the extent provided in, the applicable Creditor Trust Documents and/or the Creditor Trust TDPs, (y) determine the eligibility, amount and Allowance (if applicable) of such Channeled Claims; and (z) make all determinations with respect to Distributions to be made by the respective Creditor Trusts. The foregoing determinations by the Creditor Trusts shall be final and binding, and shall not be subject to any challenge or review of any kind, by any court or other Person, except as set forth in the Creditor Trust TDPs. Distributions by the Creditor Trusts shall be the sole source of recovery, if any, in respect of Channeled Claims, and Holders of Channeled Claims shall have no other or further recourse to the Protected Parties; *provided* that the foregoing shall not diminish, or otherwise alter, the rights of LRP Participating TPPs under the LRP Agreement or the rights of non-LRP Participating TPPs at law.

(h) **Trust Reporting Obligations**. Each of the Creditor Trusts shall be required to provide (i) any periodic forwarding, not more frequently than every three months, of applicable bank statements with respect to the Released Claims Reserves and Claims Reserves, or, (ii) solely at the applicable trustee's election, such other reporting as provides the Master Disbursement Trust with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Master Disbursement Trust to provide information with respect to the Released Claims Reserves and Claims Reserves.

(i) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which each Creditor Trust is established, such Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of such Creditor Trust. Such legal actions and other proceedings shall be limited solely to those required for purposes of reconciling, administering or defending against the Channeled Claims channeled to such Creditor Trust and for enforcing the rights of such Creditor Trust under the Plan and the Plan Documents (including the rights of the Creditor Trustee for the TPP Trust specifically enumerated in the LRP Agreement). Each Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary by the applicable Creditor Trustee to fulfill the purposes for which such Creditor Trust was created. Each Creditor Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which such Creditor Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, each Creditor Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the applicable Channeled Claims channeled to such Creditor Trust.

(j) **Creditor Trust Operating Expenses**. The Creditor Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals to assist in their duties without Bankruptcy Court approval, subject to the provisions of the applicable Creditor Trust Documents. Creditor Trust Operating Expenses of each Creditor Trust shall be satisfied and paid from such Creditor Trust's Creditor Trust Operating Reserve in accordance with the applicable Creditor Trust Documents. Periodically, until the dissolution of a Creditor Trust, the applicable Creditor Trustee will replenish the Creditor Trust Operating Reserve from Cash held or received by such Creditor Trust to the extent deemed necessary by such Creditor Trustee to satisfy and pay estimated future Creditor Trust Operating Expenses in accordance with the Creditor Trust Documents.

(k) **U.S. Federal Income Tax Matters Relating to the Creditor Trusts and Sub-Qualified Settlement Funds**. Each Creditor Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) and each Sub-Qualified Settlement Fund is intended to be treated, and shall

be reported, as a "qualified settlement fund," and the Initial Private Creditor Trust Distributions, distributions on account of the MDT Private Claims, Public Creditor Trust Distributions, Initial Public Schools Distribution, distributions on account of the MDT Public School Districts Claim, the right to receive Governmental NewCo Distributable Cash, distributions from the PI Trust to a Sub-Qualified Settlement Fund and any other amounts received pursuant to the Plan, as applicable, made to the applicable Creditor Trust or Sub-Qualified Settlement Fund are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) will be required to report consistently with the foregoing for all applicable tax reporting purposes. A Creditor Trustee from each relevant Creditor Trust shall be the "administrator" within the meaning of Treasury Regulations section 1.468B-2(k)(3) of the applicable Creditor Trust, and the order establishing each Sub-Qualified Settlement Fund shall identify the administrator for each such Sub-Qualified Settlement Fund. The administrator of each such Creditor Trust or Sub-Qualified Settlement Fund shall be responsible for filing all tax returns required to be filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund and the payment, out of the assets of such Creditor Trust or Sub-Qualified Settlement Fund, of any taxes due by or imposed on such Creditor Trust or Sub-Qualified Settlement Fund. Each Creditor Trustee and any administrator of a Sub-Qualified Settlement Fund may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund for all taxable periods through the dissolution of such Creditor Trust or Sub-Qualified Settlement Fund. Nothing in this Section 5.8(k) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(l) **Exculpation and Indemnification of the Creditor Trustees and the Creditor Trust Overseers**. To the maximum extent permitted by applicable law, each of the Creditor Trustees and Creditor Trust Overseers shall not have or incur any liability for actions taken or omitted in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trusts, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the applicable Creditor Trust Documents, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Creditor Trustees or Creditor Trust Overseers shall be satisfied from the respective Creditor Trusts.

(m) **Dissolution of the Creditor Trusts**. Each Creditor Trust shall be dissolved and the applicable Creditor Trustee shall be discharged from its duties with respect to such Creditor Trust upon completion of its duties and the satisfaction of the purposes of the Creditor Trust as set forth in this Plan and the applicable Creditor Trust Documents.

**5.9** ***Attorneys' Fees and Costs***.

(a) **Local Government Fees**. On the Effective Date, the Local Government Fee Fund shall be established for the payment of costs and expenses (including attorneys' fees) of Holders of Non-Federal Domestic Governmental Channeled Claims (other than States) subject to the terms set forth

herein, other than amounts paid pursuant to the AHC Reimbursement Agreement Assumption Order or the MSGE Group Reimbursement Order.

(i) The Local Government Fees Fund shall be funded beginning on the second MDT Distribution Date (the "**Initial LG Fund Funding Date**") and continuing on each Scheduled MDT Distribution Date thereafter, from periodic distributions in an amount equal to 8.5% of all Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding (A) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action, which will be subject to subsection (ii) below, and (B) any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including, for the avoidance of doubt, any Distributions on account of amounts payable under the Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date; *provided* that the amount to be distributed to the Local Government Fee Fund pursuant to this subsection shall not exceed $370 million in the aggregate (the "**Aggregate LG Fund Cap**"); *provided, further* that amounts funded pursuant to this Section 5.9(a) shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, in each case, as follows:

(A) $4 million annually for a maximum of five (5) years (plus 4.25% of any Distribution constituting a Settlement Prepayment (as defined under the Master Shareholder Settlement Agreement)), to the "Cost Fund" established in the MDL Proceeding, not to exceed $20 million in the aggregate;

(B) for any additional amounts (I) 40% to the "Contingency Fee Fund" established in the MDL Proceeding (which fund is to be managed by the fee panel appointed in connection with the MDL Proceeding), not to exceed $140 million on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof, and (II) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding, not to exceed $210 million in the aggregate on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof; and

(C) as consideration for the settlement between holders of certain public and private Claims regarding Special Operating Reserves, timing of payment and allocation matters, the Local Government Fee Fund shall also be funded, on or after the Initial LG Fund Funding Date, from Distributions made on account of Non-Federal

Domestic Governmental Channeled Claims (as qualified in this Section 5.9(a)(i) above) (i) in an amount equal to $6.8 million[10] and (ii) up to $1.7 million,[11] which amounts shall be subject in each case to the Aggregate LG Fund Cap;

(ii) In addition to the amounts described in subsection (i) above, the Local Government Fee Fund shall be funded on or after the Initial LG Fund Funding Date with additional amounts equal to (I) 12.4% of the MDT Insurance Proceeds which amounts, if any, shall be deposited into an account designated by the MDL Plaintiffs' Executive Committee for the benefit of the "Common Benefit [Fee] Fund" established in the MDL Proceeding (MDL Dkt. No. 4428, May 9, 2022) to be paid as directed by the MDL PEC Co-Leads in accordance with direction from the MDL Fee Panel and the MDL Court, and (II) 12.4% of the proceeds of any MDT Causes of Action[12] which amounts, if any, shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, (A) 40% to the "Contingency Fee Fund" established in the MDL Proceeding, and (B) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding; and all such amounts shall be incremental to, and not otherwise count against, the Aggregate LG Fund Cap; *provided*, for the avoidance of doubt, such funded amounts shall not be considered "Distributions" for the purpose of subsection (i) above; *provided, further*, such amounts in this Section 5.9(a)(i) and (ii) shall be subject to Sections 5.2(e)(iii) and 5.2(g) of this Plan, as applicable.

(iii) Payments from the Local Government Fee Fund shall be administered in accordance with Exhibit R to the Governmental Entities Settlement Agreement and be the exclusive means of payment from the Public Creditor Trusts for costs and expenses (including attorneys' fees) of any Holder of a Non-Federal Domestic Governmental Channeled Claim (other than a State) or any attorney therefor, other than (i) amounts paid or to be paid from the Public Creditor Trusts in accordance with existing agreements, contracts or statutes setting forth the allocation and uses of abatement funds or backstop fee arrangements between States and their Subdivisions; and (ii) amounts paid in accordance with the order of the MDL Court establishing the Common

[10] Such amount is equal to 8.5% of $80 million.

[11] To be calculated as 8.5% of amounts up to $20 million received by the Private Creditor Trusts in accordance with the Master Shareholder Settlement Agreement (and due when such amounts are received by the Private Creditor Trusts) in respect of (A) the Private Claimants' Priority Reversion and (B) the other amounts contemplated to be paid under Section 4(e) of Exhibit N to the Master Shareholder Settlement Agreement. For the avoidance of doubt, all of the consideration that is to be paid as part of this Section 5.9(a)(i)(C) shall be paid from Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, and not from Distributions made to Private Creditor Trusts or the Public School Trust.

[12] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this section shall apply to the settlement amounts for any such Cause of Action.

Benefit Fund; *provided*, *however*, nothing this Section 5.9(a)(iii) or Exhibit R to the Governmental Entity Settlement Agreement shall override the payment obligations contemplated by Section 5.9(a)(i).

(iv) Except as otherwise agreed in writing by the MSGE Group and the MDL Plaintiffs' Executive Committee, the MSGE Fee Allocation Agreement shall be and remain fully enforceable and shall apply to the Local Government Fee Fund; *provided* that the costs associated with the arbitration process contemplated under the MSGE Fee Allocation Agreement shall not be paid by the Debtors, their Estates or any Creditor Trust.

(b) **State Costs and Expenses**. On the Effective Date, the State Expenses Fund shall be established for the payment of expenses (including attorneys' fees) of the States (including any ad hoc group thereof), other than amounts already paid, or any amounts paid or payable under the AHC Reimbursement Agreement Assumption Order, the MSGE Group Reimbursement Order, or any other Order of the Bankruptcy Court; *provided* that the State Expenses Fund shall be funded beginning on the second MDT Distribution Date and continuing on each Scheduled MDT Distribution Date thereafter. The State Expenses Fund shall be funded from periodic distributions in an amount equal to 4.5% of the Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including (a) any Distributions on account of amounts payable under the Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date, and (b) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action; *provided* that such amount shall not exceed $200 million in the aggregate (the "**Aggregate State Expenses Cap**"); *provided* that such amounts in this Section 5.9(b) shall be subject to Sections 5.2(e)(iii) and 5.2(g) of this Plan, as applicable. Amounts funded pursuant to this Section 5.9(b) shall be allocated and applied in accordance with Exhibit S to the Governmental Entities Settlement Agreement.

(c) **Tribe Costs and Expenses**. On the Effective Date, the Tribe Attorney Fee Fund shall be established for the payment of certain attorneys' fees and costs of tribal attorneys for Holders of Tribe Channeled Claims, subject to the terms set forth herein. The Tribe Attorney Fee Fund shall be funded from periodic distributions in an amount equal to 8.5% of the Distributions made on account of the Tribe Channeled Claims including (i) any amounts distributed on account of such Tribe Channeled Claims on the Effective Date and (ii) any Distributions on account of amounts payable to Tribes by the Estate or pursuant to the Tribe Direct Shareholder Settlement, except that in the case of periodic distributions made on account of Tribe Channeled Claims relating to MDT Insurance Proceeds or MDT Causes of Action (including third-party claims) recovered by the Estate, the Tribe Attorney Fee Fund shall be funded in an amount equal to 12.4% of such Distributions,[13] provided that from all such amounts, (i) $100,000 shall be set aside for reimbursement of costs of such tribal attorneys and (ii) for any additional amounts in excess of the amount set aside for costs (A) 40% shall be paid to the "Tribal Contingency Fee Fund" established in the MDL Proceeding for the payment of contingency fees and costs for tribal attorneys, and (B) 60% shall be paid to the "Common Benefit Fee Fund" established in the MDL Proceeding. The Tribe Attorney Fee Fund shall be administered in accordance with the Tribal Direct Settlement Agreement.

[13] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this subsection shall apply to the settlement amounts for any such Cause of Action.

For the avoidance of doubt, in no event shall (i) any of the provisions of Section 5.9(a)-(c) of this Plan, other than the recognition of the priority of Section 5.2(e)(iii) of this Plan in such provisions, or (ii) any of the provisions of Exhibit R to the Governmental Entity Shareholder Direct Settlement Agreement, have any effect on the Holders (including any Distributions to such Holders) of Claims in Classes 6-10 (or the rights of any of their attorneys to receive payment in full pursuant to their fee contracts, or the rights of any attorneys to any ad hoc group to receive payment pursuant to the rest of this Section 5.9, or the rights of any attorneys to any opt-out class actions to receive payment in accordance with any of their class action documents), except to the extent expressly set forth in Section 5.9(d) hereof.[14]

(d) **Common Benefit Fund Assessments**. On the Effective Date, the following assessments shall be made to the Common Benefit Fund established by the MDL Court (the "**Common Benefit Fund**") (MDL Dkt. No. 4428, May 9, 2022): (i) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Reserves) on account of Estate Distributions, to be distributed to the Common Benefit Fund when claimants receive distributions from such Private Creditor Trusts, (ii) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Retained Payments or Reserves) on account of the Direct Claims Shareholder Settlements, including for the avoidance of doubt amounts paid to Private Creditor Trusts pursuant to the Opt-Out Class Action Settlements, and (iii) 5% of the gross distributions to the Public Schools Trust (after accounting for any Retained Payments or Reserves, as applicable), *provided* that, for the avoidance of doubt, to the extent any amounts are distributed from the Reserves to the Private Creditor Trusts or the Public Schools Trust or their beneficiaries, the assessments set forth in this Section 5.9(d) shall be applied to the gross amounts of such distributions. The assessments payable by the Public School Trust shall be deducted from and paid at the time of the fee award described in Section 5.9(i)(ii). All assessments made by the Private Creditor Trusts shall be transferred to and distributed in accordance with the order of the MDL Court establishing the Common Benefit Fund. To the extent a Holder of a Hospital Channeled Claim, a Third-Party Payor Channeled Claim, an NAS PI Channeled Claim, a Non-NAS PI Channeled Claim, or an ERP Channeled Claim (or any ad hoc group consisting of Holders of any of the foregoing) has retained counsel through a contingency fee arrangement, any contingency fees owed to such contingency counsel payable from Distributions under the Plan shall be reduced by the full amount payable under this Section 5.9(d).[15] However, the applicable Holder and its counsel, in their sole discretion, may agree that an amount up to but not exceeding 2/5 of the amount payable under this Section 5.9(d) (i.e., the 5% referenced in (i) and (ii) above) may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. For the avoidance of doubt, notwithstanding anything herein or in Exhibit R to the Governmental Entities Settlement Agreement to the contrary, the assessments set forth in this subparagraph, including for the avoidance of doubt the assessment on distributions made to Private Creditor Trusts and the Public Schools Trust pursuant to each of the Opt-Out Class Action Settlements, shall not be subject to modification or increase by the Bankruptcy Court or the MDL Court. For the avoidance of doubt, none of the Debtors, the Ad Hoc Committee, the MSGE Group, or the MDL Plaintiffs Executive Committee shall be permitted to agree to any reduced or less restrictive terms concerning the 5% Common Benefit Fund assessment (or its implementation) provided under any portion of this Section 5.9(d) (or any

[14] Further, the MDL Court shall not have jurisdiction to interpret, decide, hear disputes, or enforce any provision of or regarding this Plan, the Confirmation Order, or any of the Opt-Out Class Actions of any of the Private Claimants related to this Plan, nor any of the agreements or documents related thereto, nor will this Plan or Exhibit R to the Governmental Entity Settlement Agreement be construed to grant the MDL Court jurisdiction over such claimants, their counsel, or counsel to any ad hoc group of such claimants, in each case in their capacity as such, that the MDL Court does not otherwise have.

[15] For the avoidance of doubt, any amount payable to counsel to the Ad Hoc Group of Individual Victims or the Ad Hoc Group of NAS Children on an hourly basis (including incremental amounts in consideration of deferring payment of hourly fees) shall not constitute a "contingency fee," and the agreement in respect thereof shall not constitute a "contingency fee arrangement," in each case for purposes of Section 5.9 of the Plan.

portion of Section 5.9) for any of the Ad Hoc Group of Hospitals, the ERP Trustee, the Third-Party Payor Group, the NAS Committee, the Ad Hoc Group of Individual Victims, or the Public School Districts, absent (with regard to the Debtors, the Ad Hoc Committee, or the MSGE Group) the express written consent of the MDL Plaintiffs Executive Committee; *provided* that if any such agreement is made, then such modification shall apply to each of such groups, *mutatis mutandis.*

(e) **Healthcare Provider Costs and Expenses**. On the Effective Date, the Hospital Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals with respect to Healthcare Provider Channeled Claims. The Hospital Attorney Fee Fund shall be funded with (i) 20% of each Estate Distribution[16] made by the Healthcare Provider Trust to Holders of Healthcare Provider Channeled Claims that have not retained (or are not part of an ad hoc group that has retained), on or before the General Bar Date as reflected in a timely filed Proof of Claim or representation to the Healthcare Provider Trust in accordance with the Healthcare Provider TDP, separate counsel through an individual contingency fee arrangement *less* (ii) the amount of such Distributions payable to the Common Benefit Fund under Section 5.9(d). The Hospital Attorney Fee Fund shall be administered by the Healthcare Provider Trust on terms acceptable to the Ad Hoc Group of Hospitals.

(f) **Ratepayer Costs and Expenses**. In the event that the Ratepayer Mediation Participants Stipulation has been entered into on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter, the attorneys' fees of the Ratepayer Mediation Participants shall be paid from Effective Date Cash in an amount equal to $1.4 million.

(g) **ERP Costs and Expenses**. The ERP Trust shall pay or reimburse, as applicable, the compensation, costs and expenses of professionals that represented or advised the ERP Trustee in connection with the Chapter 11 Cases, to the extent provided for in the ERP Trust Documents.

(h) **PI Claimant Costs and Expenses**.

(i) Debtors shall pay the reasonable and documented fees and expenses of the Ad Hoc Group of Individual Victims subject to the entry of a Final Order granting the Ad Hoc Group of Individual Victims' request for allowance of such fees and expenses under section 503(b) of the Bankruptcy Code, which request shall be supported by the Debtors and the Creditors' Committee and considered at the Confirmation Hearing. In the event such a Final Order is (i) not entered or (ii) entered allowing fees and expenses in an amount less than reasonable and documented fees and expenses requested, then (A) the PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the Ad Hoc Group of Individual Victims in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order and (B) such fees and expenses paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust Non-NAS Fund

[16] For clarity, all legal fees in respect of settlement proceeds from the Hospital Shareholder Direct Settlement Portion shall be determined by the U.S. District Court for the District of New Mexico; counsel for the Ad Hoc Group of Hospitals will seek allowance and payment of a contingent fee (which is presently anticipated to be one-third of such proceeds, plus expenses), *provided*, that nothing herein shall impact the assessments being made to the Common Benefit Fund pursuant to section 5.9(d).

to Holders of Allowed Non-NAS PI Channeled Claims pursuant to the PI Trust Documents.

(ii) The PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the NAS Committee in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order. Such compensation, costs and fees paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims and pursuant to the PI Trust Documents. Nothing in this Section 5.9 shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Individual Victims and its professionals, or between the NAS Committee and its professionals. For the avoidance of doubt, the reasonable costs and expense of the NAS Committee's professionals shall be paid in accordance with the applicable contingency fee agreements.

(i) **Public School Districts' Costs and Expenses**. Notwithstanding any other provision in this document, the Public School District Claimants' putative class counsel and other professionals that represented or advised the Public School District Claimants shall be paid or reimbursed, as applicable, reasonable fees and costs as follows, provided that the aggregate amount of such payments and/or reimbursements, when added to the amount payable by the Public School Trust to the Common Benefit Fund under Section 5.9(d) and this Section 5.9(i), shall not exceed 25% of the sum of the Initial Public Schools Distribution, the Second Public Schools Distribution and the Third Public Schools Distribution:

(i) From the distributions made to benefit the Public School Trust on account of the Estate Distributions, the amount of $500,000 shall be reserved for payment or reimbursement, as applicable, of the out-of-pocket litigation expenses (including expert fees and expenses) of special bankruptcy counsel and/or other professionals that represented or advised the Public School District Claimants to be computed based upon reasonable hourly rates and costs incurred, and not to include any premium to reasonable hourly rates, subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order;

(ii) From the remaining distributions made to benefit the Public School Trust on account of the Estate Distributions, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by mediator Ken Feinberg subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of Estate Distributions (after accounting

for any Reserves) which shall be contributed as assessments to the Common Benefit Fund; and

(iii) From the Shareholder Direct Settlement Portion with respect to the Public School Channeled Claims, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by the U.S. District Court Judge of the District Court where the proposed public schools class action settlement is filed, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of the Public School District Shareholder Direct Settlement (after accounting for any Retained Payments or Reserves),which shall be contributed as assessments to the Common Benefit Fund.

(j) **No Impairment of Contingency Fee Contracts; No Further Assessment**. Except as expressly set forth in this Section 5.9, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel, nor shall it impair or otherwise affect any fees awarded as part of any class action settlement (except as otherwise provided herein, including as set forth below). In this regard, the payment of the assessments described in this Section 5.9 shall be the only payment that such Holders (or their counsel) who receive Distributions under and in accordance with the applicable Private Creditor Trust or the Public Schools Trust shall ever have to make to the Common Benefit Fund solely with respect to amounts distributed under this Plan, and amounts distributed pursuant to the Plan to such Holders or payments to such Holders' attorneys in respect thereof shall not be subject to any further or other common benefit or similar assessments. For the avoidance of doubt, the parties agree that a common benefit fund assessment of the same type and amount (and subject to the same restrictions) as set forth herein will be applied to the Class Action Settlements, and that such assessment will be the only assessment applied to such Class Action Settlements, and no other provision of this Plan, any Direct Claims Settlement agreement, or any other document will have any force or effect on such Class Action Settlement (nor will the MDL Court have any jurisdiction over any such settlements).

**5.10** ***Transferability of Distribution Rights***.

Any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Plan Administration Trust (as maintained by the Plan Administration Trustee), the applicable Creditor Trust (as maintained by the applicable Creditor Trustees) or the Master Disbursement Trust (as maintained by the MDT Trustees), as applicable. Further, any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall be nontransferable and nonassignable except by will, intestate, succession or operation of law or as otherwise provided in the Plan, the applicable Creditor Trust Documents, Governmental Entity Shareholder Direct Settlement Agreement or the MDT Agreement. Any rights to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not constitute "securities" and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

**5.11** ***Insurance Neutrality***.

Nothing in the Plan, the Plan Documents or the Confirmation Order shall alter, supplement, change, decrease or modify the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies; *provided* that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies, and thus the rights or obligations of any of the Insurance Companies, the Debtors and the applicable post-Effective Date Entities, including the Master Disbursement Trust, arising out of or under any Purdue Insurance Policy, including any MDT Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder), the terms of the Plan and the Plan Documents, the Confirmation Order (including the findings contained therein or issued in conjunction therewith, including but not limited to any findings pursuant to Sections 5.2 and 5.6(i) of the Plan) and, to the extent the Insurance Companies have or had adequate notice from any source, any other ruling made or order entered by the Bankruptcy Court whether prior to or after the Confirmation Date. For the avoidance of doubt, nothing contained in the Plan, the Plan Documents or the Confirmation Order shall operate to require any Insurance Company to pay under any Purdue Insurance Policy the liability of any Person that was not an insured prior to the Petition Date.

**5.12** ***Transfer of Books and Records; Cooperation; Privilege***.

(a) **Transfer of Books and Records to NewCo and the Plan Administration Trust**. Except with respect to Excluded Assets, all documents, books and records of the Debtors shall be transferred and assigned to NewCo on or prior to the Effective Date pursuant to the NewCo Transfer Agreement; *provided* that, from and after the date of such transfer, the Plan Administration Trustee shall have the right to retain copies of all transferred documents, books and records and NewCo shall permit the Plan Administration Trustee and its counsel and representatives to have full access to such transferred documents, books and records. All documents, books and records of the Debtors that are Excluded Assets shall be transferred and assigned to the Plan Administration Trust; *provided* that, except for the Excluded Privileged Materials, NewCo shall receive copies of all documents, books and records of the Debtors that are Excluded Assets. Any documents transferred under this Section 5.12(a) that are documents that were produced to the Debtors by Shareholder Released Parties in connection with Purdue Legal Matters shall continue to remain subject to the terms of the Protective Order and any order of the Bankruptcy Court or provision of this Plan affording confidentiality protections to such documents, unless such documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement.

(b) **Cooperation with the Master Disbursement Trust and the Creditor Trusts**. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall transfer and assign, or cause to be transferred and assigned, (i) to the MDT Trustees, (A) copies of all MDT Insurance Policies, (B) information and copies of documents, including books and records of the Debtors that reasonably relate to (I) any Claims previously noticed, tendered or submitted or paid by any Insurance Company under the MDT Insurance Policies and (II) any MDT Causes of Action, and (C) other information and copies of all other documents, including books and records of the Debtors that are reasonably necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights, pursue the MDT Causes of Action or liquidate any other MDT Transferred Assets and (ii) to each Creditor Trust, a copy of the Proofs of Claims for Channeled Claims channeled to such Creditor Trust. Subject to Section 5.12(c) of the Plan, the materials to be provided pursuant to this Section 5.12(b) include those in the possession of the Debtors' current and former insurance coverage counsel. On and after the Effective Date, the Plan Administration Trustee and NewCo may maintain their respective documents, books and records in accordance with their respective document retention policies set forth in the PAT Agreement and the NewCo Operating

Agreement, respectively. Prior to the Effective Date, the Debtors shall use reasonable best efforts to provide the Creditors' Committee and the Governmental Consent Parties reasonable access to current employees and professionals of the Debtors (including insurance brokers) with knowledge concerning the information and documents to be provided to the Master Disbursement Trust under this Section 5.12(b), and, after the Effective Date, NewCo shall use best efforts to provide the Master Disbursement Trust reasonable access to employees and professionals of NewCo with knowledge concerning such information and documents and to facilitate access to former employees and professionals of the Debtors (including insurance brokers). The Plan Administration Trustee and NewCo shall respond to reasonable requests of (x) the MDT Trustees for information and documents related to the MDT Insurance Rights, the MDT Causes of Action or otherwise, in each case to the extent reasonably necessary for the administration of the Master Disbursement Trust, and (y) each Creditor Trustee for information and documents relating to the applicable Channeled Claims or otherwise, in each case to the extent reasonably necessary for the administration of the applicable Creditor Trust. In the event of any dispute between the MDT Trustees and NewCo regarding the delivery of information or documents requested pursuant to clause (x) of the foregoing sentence, the MDT Trustees shall have the right to request intervention by the Foundation Trustees to resolve any such dispute.

(c) **Privilege**. The transfer or assignment of information and copies of documents, including books and records, in accordance with this Section 5.12, shall not result in the destruction or waiver of any applicable Privileges. On the Effective Date, all Privileges in connection with the information or documents transferred in accordance with this Section 5.12 shall be transferred to, and vest exclusively in, NewCo, the MDT Trustees, the Plan Administration Trustee and the Creditor Trustees in accordance herewith. Further, with respect to the transfer of Privileges to the MDT Trustees and the Creditor Trustees, such Privileges shall (i) be transferred to such MDT Trustees and Creditor Trustees for the purpose of enabling such Persons to perform their respective duties as set forth in the Plan or in the MDT Agreement or the applicable Creditor Trust Documents and for no other reason, (ii) vest solely in the MDT Trustees and the Creditor Trustees and not in the Master Disbursement Trust or the Creditor Trusts, or any other committee or subcomponent of the Master Disbursement Trust or the Creditor Trusts, or any other Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations and (iii) be preserved and not waived as a result of such transfer. For the avoidance of doubt, any such transfer shall have no effect on any right, Claim or Privilege of any Person other than the Debtors. No information subject to a Privilege shall be disclosed or communicated by the MDT Trustees or the Creditor Trustees (x) to any Person not entitled to receive such information, including for the avoidance of doubt any Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations or (y) for any reason or in any manner other than as necessary for such Persons to perform their respective duties as set forth in the Plan or in the MDT Documents or the applicable Creditor Trust Documents. Notwithstanding the foregoing, nothing herein shall preclude the MDT Trustees from providing information or documents received pursuant to this Section 5.12 to any Insurance Company as necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights.

**5.13** ***Public Document Repository***.

(a) **Summary**. The document disclosure program provided in this Plan will lead to the public disclosure of the most significant documents about Purdue, the Sackler family and the opioid crisis, including video depositions and millions of documents that Purdue produced in investigations and litigation over the past two decades. In addition, it will lead to the public disclosure of millions of documents not previously available to the public, including documents not previously produced in any investigation or litigation and certain privileged documents from the years when Purdue developed and

promoted OxyContin, as identified below. The document disclosure program and Public Document Repository will be conducted in a way to maximize public confidence and public access and will set a new standard for transparency.

(b) **DOJ Repository Obligation**. The Debtors bear sole responsibility for complying with the DOJ document repository obligation set forth in the Plea Agreement ("***DOJ Repository Obligation***"), and the DOJ Repository Obligation is not modified by this Plan. Similarly, the Debtors' satisfaction of the DOJ Repository Obligation shall not diminish the additional commitment to disclosure provided by this Plan. Instead, the public shall receive the full benefit of both, and the Public Document Repository shall contain the full set of documents that the Debtors have agreed to host under the DOJ Repository Obligation.

(c) **Disclosure Oversight Board**. As described further below, the disclosure program provided in this Plan shall be overseen by the DOB created on the Confirmation Date, consisting of up to four (4) representatives appointed by each of the Ad Hoc Committee, the Creditors' Committee, the States AG Negotiating Group and the MSGE Group and one (1) representative appointed by the Native American Tribe Group. No current or former director, officer, employee or attorney of the Debtors shall serve on the DOB or oversee the disclosure program.

(d) **Purdue Legal Matters**. As described further below, important material for the disclosure program is contained in documents that the Debtors preserved, collected, logged and produced in connection with investigations and litigation about Purdue's opioid business. Many non-privileged documents were produced in those matters, and many privileged documents were identified and logged. This Section 5.13 provides for the disclosure of many documents from the Purdue Legal Matters, which is a broad set of investigations and litigation defined in the Plan.

(e) **Disclosure Program Budget**. As described further below, the disclosure program is designed to avoid unnecessary expense, including by employing an unpaid volunteer oversight board and by using negotiated agreements to avoid the need for litigation. The disclosure program shall be funded in an aggregate amount of $39 million, which shall be paid in the following installments: (i) $2 million on the Effective Date, (ii) $10 million on the second Scheduled MDT Distribution Date, (iii) $10 million on the third Scheduled MDT Distribution Date, (iv) $8.5 million on the fourth Scheduled MDT Distribution Date and (v) $8.5 million on the fifth Scheduled MDT Distribution Date (collectively, the "***Disclosure Program Budget***"). The Disclosure Program Budget shall be spent at the direction of the DOB. In addition, as provided in the Plan, Domestic Governmental Entities may elect (but are not required) to direct portions of their distributions to the Public Document Repository under terms provided in the Plan. Moreover, the DOB shall be permitted, but not required, to coordinate its work on this disclosure program with the work of state Attorneys General on related disclosures in the opioid industry, in a manner that reduces the costs and increases the benefits of this disclosure program. Finally, to make efficient use of the knowledge and expertise of the Debtors and their professionals, the Plan provides for significant materials to be collected by the Effective Date, or as soon as reasonably practicable thereafter, as described further below. For the avoidance of doubt, the Public Document Repository shall not be owned, held, administered or operated by the DOB, the Master Disbursement Trust or any Creditor Trust; the role of the DOB is to develop and oversee a temporary program to set up the appropriate Public Document Repository and achieve the goals of the disclosure program.

(f) **Access Materials**.

(i) Subject to the Protected Information review, as described in Section 5.13(o) of the Plan, the Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust to assist in that review, shall provide

the DOB access to a set of non-privileged materials for the purpose of accomplishing the Public Document Repository (collectively, the "***Access Materials***") on a rolling basis following the Effective Date. These Access Materials shall include:

(A) all transcripts and audio or video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions;

(B) all documents produced by the Debtors in the Purdue Legal Matters (which comprise more than thirteen million documents and more than one hundred million pages);

(C) the non-privileged documents from the Relativity Database (as defined below) (which are estimated to comprise more than twenty million additional documents beyond those produced in the Purdue Legal Matters);

(D) all privilege logs regarding documents withheld by the Debtors in the Purdue Legal Matters; and

(E) documents obtained during the Chapter 11 Cases by the NAS Committee regarding clinical and pre-clinical studies conducted by the Debtors or other companies associated with the Sackler Family Members.

(ii) The Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, will use their best efforts to complete the review of Protected Information and production of the Access Materials no later than 12 months after the Effective Date. Following entry of the Confirmation Order, the Debtors shall pay Wiggin and Dana LLP $5 million as a retainer on account of Wiggin and Dana LLP's fees and expenses in connection with the review of Protected Information as contemplated pursuant to Section 5.13(o) of the Plan. Upon its completion of such review, Wiggin and Dana LLP shall refund any unused portion of the $5 million to the Master Disbursement Trust concurrent with the final release of Access Materials to the DOB.

(iii) All documents containing information that is redacted as described in Section 5.13(o) of the Plan, and not included in the Access Materials provided to the DOB, will be provided to the Plan Administration Trust. The Plan Administration Trust will retain these materials for the period described in Section 5.13(aa).

(g) **Debtors' Relativity Database**. In the course of the Purdue Legal Matters, the Debtors collected a significant set of documents that are stored in a Relativity database (the "***Relativity Database***"). This collection includes files from more than two hundred custodians who played important roles at Purdue, including every Sackler Family Member who sat on the board or worked at the company. It also includes non-custodial documents, such as collections from electronic drives and paper archives. The custodial and non-custodial documents collected for the Relativity Database are from

files that Purdue has preserved pursuant to broad document preservation policies in place for over twenty years, including from an email archive containing emails dating to the 1990s. Pursuant to the terms provided in this Section 5.13, materials from the Relativity Database created before February 2018 will be available for the disclosure program as described in this Section 5.13.

(h) **Additional Collections**. On or before the Effective Date, the DOB will identify to the Debtors the additional custodians whose documents should be collected, to the extent possible, from the email archive and other preserved files, and the Debtors will load those files into the Relativity Database for inclusion as Access Materials or Sequestered Materials, as applicable.

(i) **Sequestered Materials**. On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors shall provide the Plan Administration Trust with certain Privileged documents, described below, collected by the Debtors during the course of the Purdue Legal Matters and stored in the Relativity Database ("***Sequestered Materials***"), to be preserved for access by the DOB. The provision of the Sequestered Materials to the Plan Administration Trust shall not constitute a waiver of any applicable privileges, and, for clarity, no waiver of any applicable Privilege shall occur prior to the Sequestration Date (as defined below). The Sequestered Materials are estimated to include hundreds of thousands of documents. To leverage efficiencies, the Debtors' current document review teams with experience reviewing Purdue's documents for privilege will screen and review, as necessary, all documents currently in the Relativity Database for Privilege, attorney work product, confidentiality, the Health Insurance Portability and Accountability Act or similar state or federal statute and critical business information before turning over documents as Access Materials or as Sequestered Materials. The DOB will aid the Debtors' document review team in setting parameters and search terms to effectuate accurate screening and review. The DOB may, confidentially and subject to privilege, request and be provided with information, and, as necessary, an appropriate, expert-aided statistically valid sampling of the relevant documents or other methodologies to aid in the foregoing review under an appropriate protective order and non-waiver agreement.

(i) Subject to the Sequestration Date, the Debtors agree to waive attorney client and work product privilege over documents created before May 1, 2014 ("***Cutoff Date***") that fall within the following categories:

(A) Marketing materials, promotional materials and sales strategies. This will include, for example, legal advice on: marketing and promotional materials as part of the medical, regulatory, legal review process and other reviews of statements in promotional and marketing materials to ensure consistency with a product's labeling and legal requirements; sales training materials (such as how to instruct the sales team on what they can and cannot say about the products); review of all call notes and whether statements on sales calls were appropriate; call planning; and sales bulletins. For the avoidance of doubt, "sales strategies" in this paragraph includes documents related to (I) medical liaisons, (II) continuing medical education, (III) the evolve to excellence program, (IV) Purdue's interactions with medical advocacy groups, and (V) legal advice regarding the performance, selection, retention, management and compensation of personnel in sales and marketing;

(B) Materials reflecting legal advice on submissions to the FDA and compliance with FDA regulations. This will include, for example, advice on the decision to reformulate OxyContin, advice on interactions and communications with FDA and advice on FDA requirements;

(C) Legal advice regarding distributions to or for the benefit of the Sackler Family Members;

(D) Legal advice regarding the organization or function of the board of directors;

(E) Legal advice regarding grants, gifts and other payments with respect to naming rights of Purdue and its shareholders;

(F) Legal advice regarding the performance, selection, retention, management and compensation of the CEO of Purdue Pharma;

(G) Legal advice regarding Purdue's interactions with state licensing boards and the federation of state medical boards;

(H) Legal advice regarding Purdue's interactions with key opinion leaders, advisory boards and treatment guidance;

(I) Legal advice regarding advocacy before the United States Congress or a state legislative branch with respect to (i) any opioid product sold by Purdue, including OxyContin, or (ii) any public policies regarding the availability and accessibility of opioid products;

(J) Employment records and files created before the Cutoff Date pertaining to employment terminations or disciplinary actions related to opioid sales and marketing, including documents created before the Cutoff Date pertaining to internal investigations of personnel related to marketing of opioids, in all cases subject to applicable federal and state privacy and similar laws with respect to employees and with any redactions necessary to comply therewith; and

(K) To the extent provided during the time period while the corporate integrity agreement was in effect, legal advice regarding compliance with the corporate integrity agreement entered into between Purdue and the DOJ Office of the Inspector General of the U.S. Department of Health and Human Services;

(L) Legal advice regarding compliance with the consent judgments entered into between Purdue, the Debtors and the State Attorneys General and other state representatives in 2007;

(M) Legal advice to Purdue's public relations department regarding the promotion, sales, or distribution of Purdue's opioid products, including but not limited to their safety, efficacy, addictive properties, or availability of opioid products; and

(N) Legal advice to Purdue's compliance department regarding the organizational structure of the compliance department, including its processes for implementing order monitoring systems, suspicious order monitoring programs, and abuse deterrence and detection programs.

(ii) Subject to the Sequestration Date, below, the Debtors agree to waive attorney client and work product privilege over the following categories of documents:

(A) Documents reflecting law department reviews of, and decisions regarding, health care providers and pharmacies pursuant to Purdue's abuse and diversion detection, order monitoring system and suspicious order monitoring programs, which will have been or will be provided to the DOJ under a June 2019 non-waiver agreement;

(B) Documents created before February 2018 reflecting legal review, analysis and advice with respect to advice received from McKinsey & Company, Publicis Groupe S.A., Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., or Verilogue, Inc. related to the sale and marketing of opioids; and

(C) Documents created before June 30, 2017 reflecting legal review, analysis and advice with respect to Practice Fusion.

(iii) To the extent documents subject to any of the foregoing waivers were previously logged on a privilege log in a Purdue Legal Matter, the Debtors shall provide the DOB with amended privilege logs that indicate the entries being produced pursuant to these waivers. For the avoidance of doubt, Privileged communications (during the applicable time periods set forth in Section 5.13(i)(i) and (ii)) about interactions with the media with respect to subject matters that are otherwise waived herein are included in such waivers.

(iv) Nothing herein shall waive any third-party privilege or other rights, whether arising from a joint defense agreement, common

interest privilege or otherwise, to which any document described in Section 5.13(i)(i) and (ii) is subject and which the Debtors do not have authority to waive. The Debtors will provide the DOB with privilege logs reflecting documents subject to such third-party privileges and rights that are identified in the course of identifying and compiling the Sequestered Materials. No documents subject to such third-party privileges and rights shall be included in the Public Document Repository, absent appropriate resolution of such third parties' rights and privileges. Further, no waiver of Privilege described herein shall be construed as subject matter waiver. Subject to the foregoing, the Debtors, and the Creditors' Committee, and the Governmental Consent Parties shall work together in good faith to ensure that all documents consistent with the Sequestered Material categories shall be available to the DOB for potential inclusion in the Public Document Repository in accordance with this Section 5.13.

(j) **Protection of the Privilege**. For the avoidance of doubt, the Debtors do not waive any Privilege and do not agree to provide as Sequestered Materials for the Public Document Repository any Privileged documents or communications not otherwise identified in Section 5.13(i)(i) and (ii). Such Privileged documents and communications not otherwise identified in Section 5.13(i)(i) and (ii) shall be removed from the Relativity Database and separately preserved, and shall not be eligible for the Public Document Repository at any time. All Privileged documents removed from the Relativity Database, and not included in the Sequestered Materials described above, will be provided to the Plan Administration Trust, separately from the Sequestered Materials. The Plan Administration Trust will retain these materials for the period described in Section 5.13(aa). For clarity, except for the Sequestered Materials identified in Section 5.13(i)(i) and (ii), the Debtors shall not intentionally provide the Master Disbursement Trust or the DOB with access to any documents or content of documents that are Privileged. In the event that the Debtors inadvertently provide the Master Disbursement Trust or the DOB with access to Privileged documents except for those documents identified in Section 5.13(i)(i) and (ii), that inadvertent provision shall not operate as a waiver of the Privilege, and, upon discovery, the DOB and/or the Master Disbursement Trust, as applicable, must promptly take steps to return the documents to the Plan Administration Trust or destroy such documents.

(k) **Sequestration Date**. On the date that is the earlier of (i) six years after the Effective Date and (ii) the date no Material Litigation is or has been pending for the prior six months, including the pendency of any appeals, the Plan Administration Trust shall deliver the Sequestered Materials to the Host Institution (the "***Sequestration Date***"). Those materials shall be made available for assessment by the DOB and disclosure in the Public Document Repository, subject to the other provisions of this Section 5.13.

(l) **Responsibilities of the DOB**. The DOB shall be responsible for:

(i) accomplishing prompt, broad, permanent, public disclosure of millions of the Debtors' documents via the Public Document Repository in accordance with this Section 5.13 to allow the public to examine the Debtors' role in the opioid crisis;

(ii) engaging with survivors, advocates, journalists, scholars, policymakers and others to ensure that the disclosure program serves the public;

(iii) directing the use of the Disclosure Program Budget;

(iv) maintaining protections for Protected Information, as described below;

(v) establishing procedures for resolution of challenges to the redaction or disclosure of information, as described below;

(vi) overseeing the Host Institution's implementation of the disclosure program;

(vii) coordinating, as appropriate, the disclosure of documents from other producing parties or non-parties in opioid cases whose confidential information is included in the Access Materials, including by discussing inclusion of Access Materials containing such third-party confidential information;

(viii) ensuring the long-term sustainability and success of the disclosure program; and

(ix) retaining and overseeing staff, counsel, or such other resources as are necessary and appropriate to accomplish the DOB's responsibilities under this Section 5.13.

(m) **Host Institutions**. The host institution(s) shall be selected by the Governmental Consent Parties and the Creditors' Committee (the "***Host Institutions***"). The Host Institution will be responsible for hosting and maintaining the Public Document Repository in perpetuity, including but not limited to: maintaining control and security over documents in the Public Document Repository; providing an accessible user interface; and providing clear and transparent explanations of its procedures to the public. Subject to restrictions and oversight imposed by the DOB, the Host Institution may employ appropriate resources to accomplish its responsibilities, including but not limited to the use of permanent university employees, temporary employees, contractors and vendor services. Commensurate with the large responsibilities assigned to the Host Institution, and subject to the decisions and oversight of the DOB and the requirements of this Plan, much of the Disclosure Program Budget may be directed to the Host Institution to fund the accomplishment of its responsibilities. As soon as practicable, the Debtors shall meet with the Host Institutions to agree upon the processes to be used by the Debtors to prepare the documents for delivery to DOB, including, for example, protocols, methodologies and technical specifications.

(n) **Prompt Disclosure**. In keeping with the importance of the matter, the DOB shall dedicate its best efforts to ensure prompt disclosure and shall seek to ensure that the public receives substantial disclosure at least every calendar quarter. The DOB shall prioritize prompt disclosure of the transcripts and audio and video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions. The Debtors will prioritize prompt production of the documents that Debtors have agreed to host pursuant to the DOJ Repository Obligation for immediate inclusion in the Public Document Repository for the sake of efficiency and cost savings.

(o) **Redaction of Protected Information**.

(i) The Debtors, the Plan Administration Trust, a successor entity to the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, shall implement appropriate procedures to protect the following information

("***Protected Information***") by redacting Protected Information in documents before they are provided to the DOB or disclosed to the public in the Public Document Repository and by promptly catching and correcting errors if Protected Information is disclosed. Protected Information is (i) any information protected from disclosure by the Health Insurance Portability and Accountability Act or similar state or federal statute; (ii) Social Security or tax identification numbers; (iii) personal financial account numbers; (iv) passport numbers and drivers' license numbers; (v) home addresses, personal email addresses, residential addresses, and personal phone numbers, including mobile phone numbers; (vi) information subject to confidentiality or trade secret rights of third parties that Debtors are without authority to abrogate; (vii) information subject to current Trade Secrets protection; (viii) information regarding individuals that is of a purely personal nature and does not pertain to the Debtors' opioid business or related practices; and (ix) other personally identifiable information otherwise protected by law. For the avoidance of doubt, Protected Information that should be redacted in a written document shall also be redacted in audio or video, such as deposition recordings.

(ii) The Plan Administration Trust must provide to the DOB a redaction log identifying the basis for the redaction with sufficient detail to allow assessment of the redaction's merits. The States AG Negotiating Group and Debtors will discuss and agree upon a robust audit process sufficient for the DOB to verify the Debtors' redactions are consistent with the final Plan, and the DOB's designee(s) and/or any auditors designated by the DOB will be given access to unredacted documents for this purpose subject to confidential safeguards to be agreed upon.

(iii) The Debtors and the Plan Administration Trust will prioritize the review of certain documents and custodians at the DOB's request.

(iv) **Trade Secret**. A 'trade secret' is information, including a formula, pattern, compilation, program, device, method, technique or process, that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications regarding sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains specifically enumerated categories of Debtors' Information subject to trade secret protection set forth in Section 5.13(o)(v) of the Plan, and then only such information will be redacted.

(v) **Debtors' Information Subject to Current Trade Secrets Protection**. The following Debtor documents will be subject to trade secret protection: (i) documents that contain Debtors' trade secrets regarding (a) ANDA/NDA information that is not publicly available or is redacted in FDA filings, including development reports, batch records, and inspections, provided the redacted information contains trade secrets, and (b) Debtors' proprietary models, including the Rebate Return Model and the License & Supply Analysis Model; and (ii) documents dated less than ten (10) years before the disclosure that contain Debtors' trade secrets regarding: (a) Internal Cost of Goods Sold (COGS), including elements and calculations used to calculate COGS such as raw material sourcing, pricing, internal overhead, and capacity allocations, (b) Return on Rebate Model Data Output, and (c) License & Supply Analysis Model Data Output, including COGS, demand data, and gross-to-net information. Only the information subject to trade secrets protection will be redacted. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains the narrow categories in this section, and then only the information subject to current trade secrets protection will be redacted.

(p) **Limits on Redaction**. There shall be no redaction of: (i) names of the Debtors' directors, officers, employees, agents, attorneys or consultants or of prescribers or of officials or employees of a government agency, or (ii) email addresses at the "pharma.com" or "purduepharma.com" domain.

(q) **Notice to Third Parties**. Debtors shall provide notice to third parties, consistent with such third-party agreements, whose trade secrets or confidential information may appear in documents which are to be provided to the DOB.

(r) **Inadvertent Release of Privileged or Protected Information**. Notwithstanding anything else in the Plan, the Public Document Repository shall not contain or disclose any documents or content of documents that are Privileged, except for those documents identified in Section 5.13(i)(i) and (ii) above that are eligible for the Public Document Repository, or any Protected Information. Inadvertent disclosure of Privileged documents in the Public Document Repository does not operate as a waiver of Privilege, and, upon discovery, any Privileged documents shall be promptly removed from the Public Document Repository. The DOB will establish a procedure that permits any party or member of the public to identify or challenge the disclosure of any potentially Protected Information placed in the Public Document Repository. The DOB will cause any document identified through this process to be immediately removed from the Public Document Repository pending review. Any disagreements regarding whether such material is Protected Information shall be resolved by the Special Master.

(s) **Special Master**.

(i) Shortly after the Confirmation Date, the Debtors shall file an appropriate motion asking the Bankruptcy Court or the United States District Court for the Southern District of New York to select and appoint a disclosure oversight Special Master. The

Special Master's qualifications shall include former service as a judicial officer, whether as a state or federal judge, and no current or former director, officer, employee or attorney of the Debtors, the Sackler Family Members, the Creditors' Committee, or the Governmental Consent Parties shall be eligible to be appointed as the Special Master, counsel or staff working under the Special Master, *provided* that prior work for a Governmental Consent Party that was completed prior to 2015 shall not preclude the appointment of a Special Master. The Special Master will adjudicate all privilege and related disputes. The Special Master's reasonable hourly fees and expenses shall be paid out of the Disclosure Program Budget except as the Special Master orders otherwise upon finding that a party advanced an argument that was frivolous, harassing or in bad faith.

(ii) Selection of Special Master. The selection of the Special Master shall be made by the Bankruptcy Court; *provided* that the Bankruptcy Court may consider a recommendation made jointly by the Debtors, the Sackler Family Members, the Creditors Committee, and the Governmental Consent Parties. For the purposes of determining if there is to be a joint recommendation, five (5) Business Days after the Confirmation Date, the parties ((x) the Debtors, (y) the Creditors' Committee, the Governmental Consent Parties and (z) the Sackler Family Members) each shall exchange a list of up to five (5) names as recommendations for the role of Special Master. The Debtors thereafter shall make a motion to the Bankruptcy Court to select a Special Master. If there are names in common on the exchanged lists, the Debtors' motion shall be limited to any name or names that are common to all such parties' lists. If there is no name common to each of the three lists, the Debtors' motion will ask the Bankruptcy Court, in its discretion, to select a Special Master.

(iii) Disclosure Challenges: To the extent that the DOB seeks to (A) challenge the Debtors' assertion of Privilege with respect to any documents withheld or redacted from production in the Purdue Legal Matters, or excluded by the Debtors from the Access Materials, or (B) disclose any Protected Information in the Public Document Repository, such efforts shall be subject to review by the Special Master, who shall have final say regarding whether (y) the DOB should be provided with such materials, and (z) such materials shall be protected from public disclosure.

(iv) Timing of Challenges: All challenges to the redaction or withholding of documents from the Public Document Repository, including with regard to the Privilege and to Protected Information, including challenges brought by either the DOB or members of the public, shall be brought within the later of (A) one (1) year of the Effective Date and (B) one (1) year from when the document or information at issue is first withheld from the Public Document Repository by redaction or logging.

(v) Counsel for Challenges: On or shortly after the Effective Date, the Debtors, the Governmental Consent Parties, and the Creditors' Committee shall agree to appoint a law firm to defend Privilege and Protected Information assertions against challenges ("***Defense Counsel***"); *provided, however*, that if the Debtors, the Governmental Consent Parties, and the Creditors' Committee are unable to reach an agreement regarding the identity of Defense Counsel, the Bankruptcy Court shall appoint the Defense Counsel. Third parties shall represent themselves before the Special Master and shall bear their own costs.

(vi) Procedure for Challenges: Any party seeking to initiate a challenge to the Privilege or Protected Information designation of a document or information in a document or any other challenge to the inclusion or exclusion of documents in the Public Document Repository (the "***Petitioner***") must first, as a condition precedent to any such challenge, meet and confer with the relevant defense counsel by serving a written statement of the specific material being disputed and the reasons for disputing each such material. If the meet and confer does not resolve the dispute, then the Petitioner shall submit a brief to the Special Master arguing why each individual document at issue should not be considered Privileged or Protected Information or should otherwise be included or excluded. Once a challenge has been submitted, the Special Master shall set a briefing schedule, permitting defense counsel no fewer than twenty-one (21) days to respond to the challenge, which may include in camera submissions in response. At the discretion of the Special Master, the briefing schedule may also include supplemental submissions, oral argument or other procedures the Special Master deems necessary to reach a determination. The Special Master shall then evaluate and decide the challenge based upon existing legal precedent of federal law within the U.S. Court of Appeals for the Second Circuit, and shall be empowered to determine whether such materials are subject to a valid claim of Privilege or otherwise constitute Protected Information or should have otherwise been included or excluded, but shall not be empowered to waive any Privilege ever asserted by the Debtors with respect to the Purdue Legal Matters or with respect to the Access Materials or the Sequestered Materials. If the Petitioner does not prevail, then the Special Master shall have the discretion to shift to the Petitioner some or all of the reasonable legal expense of Defense Counsel, whose reasonable fees and expenses shall otherwise be paid for by the Disclosure Program Budget. If the Special Master determines that the challenge was frivolous, harassing, needlessly increasing costs or expenses, or otherwise brought for an improper purpose, then the Special Master shall shift to the Petitioner some or all of the reasonable legal expense of Defense Counsel. For avoidance of doubt, any materials determined by the Special Master to be Privileged or to contain Protected Information shall not be included in the Public Document Repository.

(vii) Pending resolution of a challenge asserting a document was improperly disclosed, the Host Institution shall remove or redact each identified, challenged document.

(t) **Materials Produced by Shareholder Released Parties**. The Public Document Repository shall include all Sackler Family Members' documents that were produced in the Chapter 11 Cases and that relate to the manufacturing, sale or marketing of opioids in the United States, the Debtors' alleged role or liability in connection with the opioid crisis or the regulatory approval of any opioid product sold in the United States by the Debtors, but subject to appropriate exclusions for documents covered by the attorney-client and work product privileges and certain confidential information (including exclusions for information and documents related to the finances, financing activities, taxes and tax filings, investments and third party business and advisory relationships of the Shareholder Released Parties).

(i) The Special Master appointed in accordance with Section 5.13(s) shall resolve disputes regarding whether certain documents or information is required to be included in the document repository by the Sackler Family Members.

(ii) The Sackler Family Members shall have the right to claw back documents that they were entitled to exclude in accordance with this provision but inadvertently produced to the Public Document Repository, and such inadvertent production shall not operate as a waiver of rights. The Special Master shall resolve any disputes between Sackler Family Members, the Governmental Consent Parties, and the DOB concerning the exercise of clawback rights.

(iii) For the avoidance of doubt, "Sackler Family Members' documents" refer only to documents in the Sackler Family Members' possession, custody or control. Section 5.13(t) does not refer to documents including or involving Sackler Family Members that are in the Debtors' possession, custody or control.

(u) **Release of Confidentiality Rights by Parties Receiving Releases**. With regard to the disclosure of information in the Public Document Repository as authorized by this Section 5.13, the protections provided to Released Parties and Shareholder Released Parties shall be limited to the protections provided by this Plan. To the extent that Released Parties and Shareholder Released Parties possess rights to confidentiality beyond those provided this Plan (for example, a contractual confidentiality provision) or the Direct Claims Shareholder Settlement Agreements, those rights are waived to facilitate this disclosure program in exchange for the benefit of the releases provided to the Released Parties and Shareholder Released Parties by the Plan.

(v) **DOJ Settlement Communications**. Communications between the Debtors and DOJ regarding settlement or cooperation between 2015 and the final, non-appealable conclusion of *U.S. v. Purdue Pharma L.P.*, Case 2:20-cr-01028-MCA (D.N.J.) shall be protected from disclosure to the Master Disbursement Trust and the DOB and shall not be included in the Public Document Repository, nor shall any internal Debtor documents reflecting such communications or the strategy for such communications. The Debtors shall implement this exclusion when creating the set of Sequestered Materials.

(w) **Documents Produced By Certain Financial Institutions**. The disclosure program shall not include the documents produced by financial institutions pursuant to the examination authorized by the Bankruptcy Court at D.I. 1143. For the avoidance of doubt, if the same information also

appears in a second source that is subject to disclosure (e.g., a deposition exhibit), then the information in that second source is subject to disclosure.

(x) **Active Vendor Contracts**. The Public Document Repository shall not disclose the NewCo's active vendor contracts or expired contracts that would reveal the sum and substance of active contracts.

(y) **Exculpation and Indemnification of DOB members and Host Institution**. To the maximum extent permitted by applicable law, the DOB members, whenever appointed, and the Host Institution shall not have or incur any liability for actions taken or omitted in his or her capacity as a DOB member, or on behalf of the DOB, except those acts found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a DOB member, except for any actions or inactions found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the DOB members shall be satisfied from the Disclosure Program Budget.

(z) **Reports**. On each of the first five anniversaries of the Effective Date, the DOB shall publish a public report describing the activities of the disclosure program, the use of any funds expended, and any funds committed for future use.

(aa) **Wind Down**. In or after one year following the Sequestration Date, the DOB shall wind itself down. If appropriate to facilitate the long-term success of the Public Document Repository, the DOB may arrange for another long-lived institution, such as one or more Attorneys General Offices, to interact with the Host Institution after the DOB is wound down (e.g., by receiving reports). Upon the wind down of the DOB, (i) the Host Institution shall be responsible for the permanent maintenance of the Public Document Repository; *provided* that, for avoidance of doubt, the access to the Access Materials and the Sequestered Materials granted to the DOB herein shall not be transferred to any successor institution other than the Host Institution and (ii) any Access Materials or Sequestered Materials in the possession of the DOB but not included in the Public Document Repository, for any reason, shall be, at NewCo's election, delivered to NewCo or destroyed or, if all or substantially all of the Assets of or Interests in NewCo have been sold, destroyed or delivered to Defense Counsel. Within ninety (90) days of the announcement of the dissolution of the Plan Administration Trust, the Plan Administration Trust shall use commercially reasonable efforts to return Privileged and Protected Information materials to Defense Counsel who shall retain the materials in a segregated client file.

(bb) **Master Disbursement Trust**. For the avoidance of doubt, nothing in this Section 5.13 limits the rights of the Master Disbursement Trust, subject to and in accordance with Section 5.12 of the Plan, to access or use Privileged documents, including Excluded Privileged Materials, in connection with any potential or actual Causes of Action, including, among other things, any potential or actual Causes of Action contemplated by or that may result from, the Shareholder Settlement Agreement, including, without limitation, with respect to a Cause of Action against a Shareholder Release Snapback Party upon the filing of a Notice of Shareholder Release Snapback.

**5.14** ***Effective Date Cash; Surplus Reserved Cash***.

(a) **Effective Date Fixed Payments**. On the Effective Date, Effective Date Cash shall be used to fund (i) the Professional Fee Escrow Account in an amount necessary to satisfy Professional Fee Claims in accordance with Section 2.1(b) of the Plan, (ii) the Priority Claims Reserve in an amount necessary to satisfy estimated Allowed Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim), Allowed Secured Claims and Allowed Priority Claims, (iii) the Claims Reserves in accordance with Section 7.2 of the Plan, (iv) the Disputed Cure Claims Reserve

in accordance with Section 8.2(d) of the Plan, (v) the Wind-Up Reserve in accordance with Section 5.3(d) of the Plan, (vi) the MDT Operating Reserve in accordance with Section 5.6(f) of the Plan, (vii) the Special Operating Reserve in accordance with Section 5.7(a) of the Plan, (viii) the Initial NewCo Cash in accordance with Section 5.4(c) of the Plan, (ix) the applicable PAT Distribution Account in the amounts necessary to make Distributions required in accordance with Article IV of the Plan in respect of Allowed Adlon General Unsecured Claims, Allowed Avrio General Unsecured Claims, and Allowed Other General Unsecured Claims, each to the extent Allowed as of the Effective Date, (x) the Initial Private Creditor Trust Distributions, (xi) the Initial Federal Government Distribution, (xii) the Initial Public Schools Distribution, (xiii) amounts required to establish the Public Document Repository in accordance with Section 5.13 of the Plan, (xiv) the upfront insurance premium payments and other amounts in accordance with Sections 5.3(e), 5.4(f) and 5.5(c) of the Plan and (xv) any other amounts required to be paid on the Effective Date pursuant to the Plan. No later than five (5) Business Days prior to the Effective Date, the Debtors shall provide notice to the Creditors' Committee and the Governmental Consent Parties of the then-current estimated amount of Effective Date Cash and all amounts described in this Section 5.14(a), and shall promptly notify the Creditors' Committee and the Governmental Consent Parties of any changes to such estimations prior to the Effective Date. Any objection by the Creditors' Committee or the Governmental Consent Parties with respect to the Debtors' proposed amount of funding of any PAT Reserve shall be resolved by the Bankruptcy Court.

(b) **Initial Public Creditor Trust Distributions**. On the Effective Date, all Effective Date Cash remaining after the satisfaction of all amounts described in the foregoing paragraph (a) shall be used to make the Initial Governmental Remediation Trust Distribution and the Initial Tribe Trust Distribution.

(c) **Surplus Reserved Cash**. Prior to the dissolution of the Plan Administration Trust, the Plan Administration Trustee shall determine, on each six (6)-month anniversary of the Effective Date, whether the amounts available in any PAT Reserve exceed the amounts necessary to satisfy the purpose for which such reserves were established. If the Plan Administration Trustee determines that a surplus exists in any PAT Reserve as of the date of such determination, such Surplus Reserve Cash shall be (i) *first*, used to satisfy any funding deficiency in any other PAT Reserve and (ii) *second*, with respect to any amounts not used to satisfy any such funding deficiency in another PAT Reserve, transferred to the Master Disbursement Trust in accordance with the MDT Agreement. All Cash and cash equivalents of the Plan Administration Trust remaining upon the dissolution of the Plan Administration Trust, including any remaining Surplus Reserve Cash in the PAT Reserves, shall be transferred to the Master Disbursement Trust in accordance with the MDT Agreement.

**5.15** ***Corporate Action***.

(a) **Dissolution of Boards of the Debtors**. As of the Effective Date, the respective boards of directors and managers, as applicable, of each of the Debtors shall be terminated and dissolved and the members of each of the boards of directors and managers, as applicable, of the Debtors shall be deemed to have resigned.

(b) **Continued Existence of the Liquidating Debtors**. Each of the Debtors, other than the Transferred Debtors, shall continue to exist as a Liquidating Debtor after the Effective Date in accordance with the laws of the state under which such Debtor was formed and pursuant to its certificate of incorporation, bylaws, articles of formation, operating agreement, and other organizational documents, as applicable, in effect prior to the Effective Date, except to the extent such organizational documents are amended under the Plan, for the limited purposes of liquidating all of the Assets of such Debtor's Estate and making distributions in accordance with the Plan. From and after the Effective Date, except as set forth herein, the Liquidating Debtors (i) for all purposes shall be deemed to have withdrawn their business

operations from any state in which the Liquidating Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (ii) shall be deemed to have canceled pursuant to the Plan all PPI Interests and, as of the PPLP Dissolution Date, all PPLP Interests, and (iii) shall not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

(c) **Appointment of the PPLP Liquidator as the Sole Representative for the Liquidating Debtors**. On the Effective Date, the PPLP Liquidator shall be appointed as the sole director and sole officer of the Liquidating Debtors, and shall succeed to the powers of the Liquidating Debtors' general partners, directors and officers. From and after the Effective Date, the PPLP Liquidator shall be the sole representative of, and shall act for, the Liquidating Debtors and administer the winding up and dissolution of the Liquidating Debtors. The PPLP Liquidator shall act for the Liquidating Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, partnership agreements, operating agreements, membership agreements and related documents are deemed amended by the Plan to permit and authorize the same). Any fees and expenses incurred by the PPLP Liquidator shall be paid by the Plan Administration Trustee from the Wind-Up Reserve.

(d) **Merger; Dissolution; Consolidation of the Liquidating Debtors**. On or after the date(s) upon which the Plan Administration Trust is established, the Liquidating Debtors or the PPLP Liquidator may, subject to the terms of the Plan, cause any or all of the Liquidating Debtors to be merged into one or more of the Liquidating Debtors, dissolved or otherwise consolidated and engage in any other transaction in furtherance of the Plan. Notwithstanding the foregoing, upon the dissolution of each Liquidating Debtor by the PPLP Liquidator after the completion of the acts required of such Liquidating Debtor pursuant to this Plan, such Liquidating Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of such Liquidating Debtor; *provided*, *however*, that each Liquidating Debtor or the PPLP Liquidator, as applicable, shall file with the office of the Secretary of State, or other appropriate office for the state of its organization, a certificate of cancellation or dissolution.

(e) **Charter and Bylaws**. To the extent necessary or appropriate, the charters, by-laws and other organizational documents of the Debtors shall be amended, or amended and restated as necessary, in a manner consistent with section 1123(a)(6) of the Bankruptcy Code, if applicable, and the terms of this Plan.

(f) **No Further Action**. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or the Plan Administration Trust, or corporate action to be taken by or required of the Debtors, shall, as of the Effective Date, be deemed to have occurred (unless contemplated hereunder to occur before or after the Effective Date) and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by any Person, including, but not limited to, the Plan Administration Trustee, the PPLP Liquidator, Holders of Claims against or Interests in the Debtors or directors or officers of the Debtors.

(g) **Effectuating Documents**. Prior to or after the Effective Date, any appropriate officer of the Debtors or the PPLP Liquidator, as applicable, shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

(h) **Exculpation and Indemnification of the PPLP Liquidator**. To the maximum extent permitted by applicable law, the PPLP Liquidator shall not have or incur any liability for

actions taken or omitted in its capacity as the PPLP Liquidator, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence, or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the PPLP Liquidator, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the PPLP Liquidator shall be satisfied from the Wind-Up Reserve.

**5.16** ***Cancellation of Notes, Interests, Instruments, Certificates and Other Documents***.

Except as otherwise provided herein, on and after the Effective Date, all PPLP Interests and PPI Interests and all notes, instruments, certificates, agreements, indentures, mortgages, security documents and other documents evidencing Claims against or Interests in the Debtors or obligations of the Debtors or the Liquidating Debtors, as applicable, thereunder or in any way related to the foregoing shall be deemed canceled, satisfied in full and of no further force or effect without any need for further action or approval of the Bankruptcy Court.

**5.17** ***Closing of Chapter 11 Cases***.

After a Debtor's Estate has been fully administered, the Plan Administration Trustee shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

## ARTICLE VI DISTRIBUTIONS.

**6.1** ***Distributions Generally***.

Except as otherwise provided in the Plan or the PAT Agreement, all Distributions in respect of Allowed Claims, other than Channeled Claims, shall be made by the Disbursing Agent, or such other Persons designated by the Plan, in accordance with the terms of the Plan, including this Article VI. Except with respect to Sections 6.17, 6.20, and 6.21 of the Plan, this Article VI shall not apply to Channeled Claims.

**6.2** ***Distributions on the Effective Date***.

On the Effective Date or as soon as reasonably practicable thereafter, the Disbursing Agent shall make Distributions (a) from the Priority Claims Reserve in respect of Allowed Administrative Claims, Allowed Secured Claims and Allowed Priority Claims, each in an amount and to the extent Allowed as of the Effective Date, and (b) from the PAT Distribution Account in respect of Allowed Avrio General Unsecured Claims and Allowed Adlon General Unsecured Claims, each in an amount required in accordance with this Article VI of the Plan and solely to the extent Allowed as of the Effective Date.

**6.3** ***Date of Distributions***.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

**6.4** ***Disbursing Agent***.

The Disbursing Agent shall be deemed to hold all property to be distributed under this Plan in trust for the Persons entitled to receive the same. The Disbursing Agent shall not hold an economic or beneficial interest in the property to be distributed under this Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

**6.5** ***Rights and Powers of Disbursing Agent***.

The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all Distributions contemplated by the Plan, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

The Disbursing Agent shall only be required to act and make Distributions in accordance with the terms of the Plan and the PAT Agreement, and shall have no (x) liability for actions taken in accordance with the Plan and the PAT Agreement or in reliance upon information provided to it in accordance with the Plan or (y) obligation or liability in respect of any Channeled Claims or for Distributions under the Plan to any party who does not hold an Allowed Claim administered by the Plan Administration Trust at the time of Distribution or who does not otherwise comply with the terms of the Plan; *provided*, *however*, that the foregoing shall not affect the liability that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, intentional fraud or criminal conduct of any such Person.

**6.6** ***Expenses of Disbursement Agent***.

Any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date shall be paid in Cash by the Plan Administration Trustee from the Wind-Up Reserve.

**6.7** ***Delivery of Distributions***.

Subject to Bankruptcy Rule 9010, the Disbursing Agent shall make all Distributions to any Holder of an Allowed Claim at the address of such Holder (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records of the Debtors or their agents, unless the Disbursing Agent has been notified in writing of a change of address, including, without limitation, by filing of a Proof of Claim by such Holder that contains an address for such Holder that is different than the address of such Holder as set forth in the Schedules or on such books and records of the Debtors.

**6.8** ***Undeliverable and Unclaimed Distributions***.

In the event that any Distribution to any Holder of an Allowed Claim is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such Holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such Holder without interest; *provided*, *however*, that all Distributions made by the Disbursing Agent that are unclaimed for a period of six (6) months after the Distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the Plan Administration Trust, and any entitlement of any Holder of any Claims to such Distributions shall be extinguished and forever barred.

**6.9** ***Distribution Record Date***.

As of the close of business on the Distribution Record Date, the Claims register shall be closed. The Disbursing Agent shall have no obligation to recognize any transfer of any such Claims occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal, for all purposes under the Plan, with only those Holders of record as of the close of business on the Distribution Record Date.

**6.10** ***Manner of Payment under Plan***.

At the option of the Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by a check or wire transfer or as otherwise required or provided in the PAT Agreement.

**6.11** ***Minimum Cash Distributions***.

The Disbursing Agent shall not be required to make any Distributions of Cash in an amount less than $100, or such lower amount as determined by the Disbursing Agent in accordance with the PAT Agreement, to any Holder of an Allowed Claim; *provided*, *however*, that if any Distribution is not made pursuant to this Section 6.11, such Distribution shall be added to any subsequent Distribution to be made on behalf of such Holder's Allowed Claims. The Disbursing Agent shall not be required to make any final Distribution of Cash in an amount less than $25 to any Holder of an Allowed Claim. If the amount of any final Distribution to any Holder of Allowed Claims would be $25 or less, then such Distribution shall be made available for Distribution to all Holders of Allowed Claims in the same Class receiving final Distributions of at least $25.

**6.12** ***Setoffs and Recoupment***.

Subject to Section 2.1 and Sections 10.5 through 10.13 of the Plan, the Disbursing Agent may, but shall not be required to, set off against or recoup from any Claim against the Debtors, and from any payments to be made pursuant to the Plan with respect to such Claim, any Claims of any nature whatsoever (to the extent permitted by applicable law) that the Debtors or the Plan Administration Trust, as applicable, may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Plan Administration Trust of any such Claim it may have against such Holder.

**6.13** ***Claims Paid or Payable by Third Parties***.

The Plan Administration Trustee shall reduce in full a Claim against the Debtors, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from any Person that is not a Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim against the Debtors receives a Distribution on account of such Claim and receives payment from a Person that is not a Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administration Trust to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Debtors annualized interest at the federal judgment rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid.

**6.14** ***Distributions after Effective Date***.

Distributions made after the Effective Date to Holders of Non-Participating Channeled Claims and other Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date (except for U.S. federal income tax purposes).

**6.15** ***No Postpetition Interest and Penalties on Claims***.

Unless otherwise provided for in the Plan or the Confirmation Order or required by the Bankruptcy Code, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to penalties on any Claim. Any such interest or penalty component of any such Claims, if Allowed, shall be paid only in accordance with section 726(b) of the Bankruptcy Code.

**6.16** ***Allocation of Distributions between Principal and Interest***.

To the extent that any Allowed Claim is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor or any other Person and is entitled to accrued but unpaid interest thereon, it is intended, subject to applicable law, that such Distribution shall be allocated first to the principal amount of the Allowed Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Allowed Claim, to accrued but unpaid interest.

**6.17** ***No Constructive Receipt***.

No Holder of Claims shall be treated as receiving a Distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive such Distribution directly under the Plan (or such Distribution is made in satisfaction of an obligation of such Holder). All parties (including, without limitation, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Master Disbursement Trust, the MDT Trustees and the Creditor Trusts) shall report consistently with the foregoing for U.S. federal income tax purposes.

**6.18** ***No Distribution in Excess of Amount of Allowed Claim***.

Notwithstanding anything to the contrary in this Plan, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Distributions in excess of the Allowed amount of such Claim when combined with amounts received by such Holder from other sources.

**6.19** ***Satisfaction of Claims***.

Unless otherwise provided herein, the Distributions and deliveries to be made on account of Allowed Claims under this Plan shall, in the aggregate, be in complete and final satisfaction, settlement and discharge of, and exchange for, such Allowed Claims. The Distributions and deliveries to be made on account of Claims under this Plan shall additionally be in consideration of the release and discharge of any and all Released Claims and Shareholder Released Claims related to or arising from such Claims.

**6.20** ***Withholding and Reporting Requirements***.

(a) **Withholding Rights**. In connection with the Plan, and all instruments or Interests issued in connection therewith and in consideration thereof, any party issuing any instrument or Interest or making any Distribution or other payment described in the Plan shall comply with all applicable

withholding and reporting requirements imposed by any U.S. federal, state or local or foreign taxing authority, and all Distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements to the extent required under applicable law. In the case of a non-Cash Distribution that is subject to withholding, the distributing party may withhold a portion of such distributed property equal in value to the tax to the extent required to be withheld, and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to this Section 6.20(a) and properly remitted to the applicable Governmental Unit shall be deemed to have been distributed to, and received by, the applicable recipient for all purposes of the Plan. In the event that any Person issues any instrument or Interest or makes any non-Cash Distribution or other payment pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax, or paid the withholding tax using its own funds and retained such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not make a Distribution or other payment until such Holder or other recipient has made arrangements reasonably satisfactory to such issuing or distributing party for payment of any such tax obligations, after which such issuing or distributing party shall return to such Holder or other recipient the portion of the property previously withheld.

(b) **Forms**. Any party entitled to receive any Cash or other property under the Plan shall, upon request, deliver to the Disbursing Agent, the Master Disbursement Trust, the applicable Creditor Trust, NewCo, the Foundation or such other Person designated by the Plan Administration Trustee (which Person shall subsequently deliver to the Disbursing Agent any applicable IRS Form W-8 or Form W-9 or other forms or documents received), as applicable, a properly executed IRS Form W-9 or Form W-8, as applicable, and any other forms or documents reasonably requested by such party, to reduce or eliminate any withholding required by any U.S. federal, state, local or foreign taxing authority. Except as otherwise provided in the Creditor Trust Documents, as applicable, if any such request is made by such party in accordance with the foregoing, and the Holder fails to comply before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Plan Administration Trust, the Master Disbursement Trust, the applicable Creditor Trust, NewCo or the Foundation, as applicable, and any Claim with respect to such Distribution shall be discharged and forever barred from assertion against such party or its property.

(c) **Tax Liability**. Notwithstanding Section 6.20(a), each Holder of a Claim or other Person that receives or is to receive a Distribution pursuant to this Plan shall have the sole and exclusive responsibility for the satisfaction and payment (to the extent not withheld from such Distribution pursuant to Section 6.20(a) of the Plan) of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution.

**6.21** ***Post-Confirmation Claims***.

Except as otherwise provided in the applicable Creditor Trust TDP, in the event a Person seeks payment at any time on account of a Channeled Claim as to which no Proof of Claim was filed before the Bar Date and/or for which no motion seeking leave or order granting leave to file a late Proof of Claim was filed or entered before the Confirmation Date, or as to which no Proof of Claim was required to be filed, such Person shall not be entitled to any payment or distribution on account of such Channeled Claim unless such Channeled Claim is held by a Settling Creditor. If such Channeled Claim is held by a Settling Creditor, such Person shall be entitled to seek to recover on such Channeled Claim solely from the Creditor Trust to which such Channeled Claim is or was channeled pursuant to the Master TDP, as determined by the Bankruptcy Court, and any such recovery shall be solely in accordance with and to

the extent provided in the Creditor Trust TDP for such Creditor Trust. After the Effective Date, in addition to the Person seeking to assert such Channeled Claim and any Person against which such Channeled Claim is purportedly asserted, only the MDT Trustees, the Creditor Trustees and NewCo shall have standing to participate in any action before the Bankruptcy Court (or, in the event that such actions are heard before another tribunal, before such tribunal) in respect of the foregoing. For the avoidance of doubt, nothing in this paragraph is intended or shall be construed to enlarge, amend or modify the provisions of the Bar Date Order, nor is anything in this paragraph intended to derogate from, modify or amend the terms and conditions of any Creditor Trust TDP or the Master TDP or the rights of any MDT Trustee, Creditor Trustee or claims administrator for any Creditor Trust.

## ARTICLE VII PROCEDURES FOR NON-PARTICIPATING CHANNELED CLAIMS AND OTHER DISPUTED CLAIMS.

### 7.1 *Procedures for Non-Participating Channeled Claims and other Disputed Claims Generally*.

Except as otherwise provided in the Plan, the PAT Agreement, or the Creditor Trust Documents, all Claims against the Debtors that are Non-Participating Channeled Claims or otherwise Disputed as of the Effective Date shall be subject to the claims resolution procedures set forth in the Plan, including this Article VII. Any Distributions on account of Non-Participating Channeled Claims or other Disputed Claims shall be reserved pending the completion of the Claims resolution process in this Article VII.

### 7.2 *Non-Participating Claims Reserves; PAT Disputed Claims Reserves*.

(a) **Establishment**. On the Effective Date, or as soon as reasonably practicable thereafter, the Plan Administration Trustee and each applicable Creditor Trustee shall, consistent with and subject to section 1123(a)(4) of the Bankruptcy Code, with respect to each applicable Class of Claims against the Debtors, establish the PAT Disputed Claims Reserves or the applicable Non-Participating Claims Reserve(s) for such Class.

(b) **Funding of PAT Disputed Claims Reserves**. The PAT Disputed Claims Reserves shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors and reasonably acceptable to the Creditors' Committee, the Governmental Consent Parties and, solely with respect to amounts funded on account of Disputed Other General Unsecured Claims, the Sackler Parties' Representative. Following establishment of the PAT Disputed Claims Reserves, the Plan Administration Trustee shall administer the applicable PAT Disputed Claims Reserve, in each case taking into account any changes in the projected distributions to Holders of the applicable Disputed Claims.

(c) **Funding of Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, (i) each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve will be funded on the Effective Date, and from time to time on or after the Effective Date, by the PRA Estate Distributions to which the Holders of the Non-Participating Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, and (ii) each Creditor Trust Non-PRA Non-Participating Claims Reserve will be funded from time to time after the Effective Date, in an amount equal to the Non-PRA Estate Distributions to which the Holders of the Non-Participating Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, in each case as determined by the applicable Creditor Trustee and reasonably acceptable to the Debtors, the Creditors' Committee, the Governmental Consent Parties and the Sackler Parties' Representative, and (i) with respect to the Class 5 Non-Participating Claims Reserves, the Native American Tribe Group, (ii) with

respect to the Class 6 Non-Participating Claims Reserve, the Public School District Claimants, (iii) with respect to the Class 7 Non-Participating Claims Reserve, the Ad Hoc Group of Hospitals, (iv) with respect to the Class 8 Non-Participating Claims Reserve, the Third-Party Payor Group, (v) with respect to the Class 9 Non-Participating Claims Reserve, the ERP Trustee, (vi) with respect to the Class 10(a) Non-Participating Claims Reserve, the NAS Committee, and (vii) with respect to the Class 10(b) Non-Participating Claims Reserves, the Ad Hoc Group of Individual Victims.

(d) **Funding of Class 4 Non-Participating Claims Reserves**. The Class 4 PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are PRA Estate Distributions, and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are Non-PRA Estate Distributions in accordance with the following requirements;

(i) In the event that a State is a Non-Settling State on the Effective Date, then such State and each Subdivision of such State that has filed a Proof of Claim will be deemed to hold a Non-Participating Channeled Claim, and (A) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust PRA Non-Participating Claims Reserve and (B) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a Non-PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust Non-PRA Non-Participating Claims Reserve. The Non-Settling States Holdback Distribution for the benefit of such Non-Settling State shall be equal to such State's share of Estate Distributions based on the interstate allocation as further described in Governmental Remediation Trust Documents. Any Non-Settling State's share shall be subdivided generally in accordance with the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement as if there was no applicable state-subdivision agreement. The portion of a Non-Settling State's share allocated to its Subdivisions who filed Proofs of Claim shall be further subdivided based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee.

(ii) Subject to Section 7.2(d)(iii), in the event that a State is a Settling State, but one or more of its Subdivisions that filed Proofs of Claim are not Participating Subdivisions, then the amount of the total PRA Estate Distributions and Non-PRA Estate Distributions allocated to such State shall be reduced by an amount equal to the share that a Non-Settling Subdivision would have received under (A) the intrastate allocation agreement that exists between that Settling State and its Subdivisions (if an intrastate allocation agreement exists), (B) the intrastate allocation statute (if an intrastate allocation statute exists), or (C) the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement (if no intrastate allocation agreement or statute exists), with the Non-Settling

Subdivision's share calculated based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee, with the amounts of such reductions deposited, (X) in the case of PRA Estate Distributions, in the Class 4 PRA Non-Participating Claims Reserve and (Y) in the case of Non-PRA Estate Distributions, in the Class 4 Non-PRA Non-Participating Claims Reserve. Non-Settling Subdivisions that have filed Proofs of Claim and whose Claims are or may be Allowed may be entitled to different allocations of Estate Distributions upon such Subdivision becoming a Participating Subdivision.

(iii) In the event a Non-Settling Subdivision is located in a Settling State that has a statutory bar against such Non-Settling Subdivision pursuing a Released Claim, such Creditor Trust shall not be required to reserve any amount on account of the Non-Participating Non-Federal Domestic Governmental Claim held by such Non-Settling Subdivision.

(iv) The Class 4 PRA Non-Participating Claims Reserve shall be funded over time from each PRA Estate Distribution and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded over time from each Non-PRA Estate Distribution, in each case, on account of each such Class 4 Non-Participating Channeled Claim, as applicable, including such amount(s) payable on account of Attorneys' Fees under Section 5.9 of this Plan.

(e) **U.S. Federal Income Tax Matters Relating to the Creditor Trust Non-PRA Non-Participating Claims Reserves**. Each Creditor Trust Non-PRA Non-Participating Claims Reserve is intended to be treated and shall be reported as an account of the corresponding Creditor Trust, and not as an entity separate from the corresponding Creditor Trust, for U.S. federal income tax purposes, and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including the Shareholder Payment Parties, the Debtors, the MDT Trustees, the Plan Administration Trustee, each applicable Creditor Trustee, and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Each applicable Creditor Trustee shall be responsible for payment, out of the assets of the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve, of any taxes imposed on the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve or its assets.

(f) **U.S. Federal Income Tax Matters Relating to the Creditor Trust PRA Non-Participating Claims Reserves and the Select Private Creditor Trust Non-Participating Claims Reserves**. Each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve is intended to be treated and shall be reported as a qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such elections and shall not revoke any of such elections without the prior written consent of the Master Disbursement Trust and the applicable Creditor Trust(s), and this Section 7.2(f) assumes that is the case. All parties (including the Shareholder Payment

Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees, and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The applicable Creditor Trustee shall be the "administrator" of each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each of the Creditor Trust PRA Non-Participating Claims Reserves and each of the Select Private Creditor Trust Non-Participating Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable Creditor Trustee may request an expedited determination of taxes of a Creditor Trust PRA Non-Participating Claims Reserve or a Select Private Creditor Trust Non-Participating Claims Reserve, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve for all taxable periods through the dissolution of the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve, as applicable. Nothing in this Section 7.2(f) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

**7.3** ***Claim Objections***.

(a) **Prior to Effective Date**. Prior to the Effective Date, objections to Claims against the Debtors may be interposed and prosecuted by the Debtors and any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party; *provided*, that no Shareholder Released Party shall interpose any objection to a Claim held by a Settling Creditor.

(b) **PAT Disputed Claims Reserves**. On or after the Effective Date, except as otherwise provided in the Plan or the PAT Agreement, objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims against the Debtors may be interposed and prosecuted only by the Plan Administration Trustee, provided that with respect to Disputed Other GUC Litigation Claims, such objections may be interposed and prosecuted by any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party. Any objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims shall be served on the applicable Holders of such Claims and filed with the Bankruptcy Court (A) on or before one hundred eighty (180) days following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of the Holder of such Claim or (B) on such later date as may be fixed by the Bankruptcy Court (including upon request by a party in interest, including, for the avoidance of doubt, any Shareholder Released Party).

(c) **Objections to Non-Participating Channeled Claims**. On or after the Effective Date, except as otherwise provided in the Plan or the applicable Creditor Trust Documents, objections to Non-Participating Channeled Claims may be interposed and prosecuted by the Master Disbursement Trust and any other party in interest, including, for the avoidance of doubt, the applicable Creditor Trustee or any Shareholder Released Party, and the Bankruptcy Court shall retain exclusive jurisdiction to the greatest extent permitted by applicable law to hear and determine such objections.

(d) **Proceedings on Objections to Creditor Trust Channeled Claims other than in Class 4**. In connection with any objection to a Non-Participating Channeled Claim other than a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such Claim is either Allowed or Disallowed; and (ii) as to the amount of such Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(b) of this Plan and the applicable Creditor Trust Documents. The

Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(e) **Proceedings on Objections to Creditor Trust Channeled Claims in Class 4**. In connection with any objection to a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such claim is either Allowed or Disallowed; and (ii) shall not determine the amount of such Claim for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(c) of this Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(f) **Omnibus Objections to Non-Participating Channeled Claims**. On or after the Effective Date, notwithstanding anything to the contrary in Bankruptcy Rule 3007, any party in interest, including, for the avoidance of doubt, the Creditor Trustee for the applicable Creditor Trust or any Shareholder Released Party, may object to more than one Non-Participating Channeled Claim consistent with the *Omnibus Claims Objection Procedures Approved in the Bankruptcy Court's Corrected Order Approving (I) Omnibus Claims Objection Procedures, (II) Omnibus Claims Settlement Procedures and (III) Omnibus Claims Hearing Procedures* [D.I. 2878] (the "**Omnibus Claims Objection Order**") as if (solely for purposes of such procedures) such party in interest were the Debtors. Any such omnibus objection shall be governed by the Omnibus Claims Hearing Procedures set forth in the Omnibus Claims Objection Order.

(g) **Joint Hearings on Common Issues of Law or Fact**. To the extent that multiple pending objections to Non-Participating Channeled Claims in the same Class (including when brought as an omnibus objection pursuant to Section 7.3(f) of this Plan) raise common issues of law or fact, including for the avoidance of doubt issues of fact as to the Debtors' or other parties' alleged conduct, the Bankruptcy Court may, to the extent practicable and consistent with applicable law, schedule joint hearings in respect of such common issues, including joint evidentiary hearings as to issues of fact. For the avoidance of doubt, this Section 7.3(g) shall apply notwithstanding differences in the law governing Non-Participating Channeled Claims to which this Section 7.3(g) of the Plan applies.

**7.4** ***No Distribution Pending Allowance***.

Except as otherwise expressly provided in the Plan or the PAT Agreement, if any portion of any Claim in any Class in this Plan, including any Avrio General Unsecured Claims, Adlon General Unsecured Claims, or Other General Unsecured Claims is Disputed or Non-Participating, no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim or Non-Participating Claim becomes an Allowed Claim.

**7.5** ***Estimation of Claims***.

Subject in all respects to Section 7.12 of the Plan, the Debtors (before the Effective Date), and the Plan Administration Trustee (on or after the Effective Date), or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may, at any time, request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims that the Bankruptcy Court has jurisdiction to estimate in accordance with the Bankruptcy Code or other applicable law, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim at any time during litigation concerning any objection to any such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates such a Disputed Claim, such estimated amount shall constitute either the Allowed amount of such Claim, the amount used to determine the PAT Disputed

Claims Reserves or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If such estimated amount constitutes a maximum limitation on such Claim, the Plan Administration Trustee or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may elect to pursue any supplemental proceeding to object to any ultimate Distribution on account of such Claim.

**7.6** ***Resolution of Claims***.

Subject in all respects to Section 7.12 of the Plan, and except as expressly provided in the Plan, the PAT Agreement, the applicable Creditor Trust Documents, or any order entered by the Bankruptcy Court before the Effective Date, including the Confirmation Order, the MDT Trustees, the Plan Administration Trustee and each applicable Creditor Trustee shall have and retain any and all rights and defenses held by the Debtors with respect to any Claim against the Debtors as of the Petition Date, and, subject in all respects to Section 7.12 of the Plan, shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to such Claims and to compromise, settle or otherwise resolve any Non-Participating Channeled Claims and other Disputed Claims without approval of the Bankruptcy Court; *provided*, *however*, that no Non-Participating Channeled Claim or other Disputed Claim may be resolved as contemplated in this Section 7.6 without the consent of the corresponding Creditor Trustee or Plan Administration Trustee, as applicable. Subject to the applicable Creditor Trust Documents, if the Master Disbursement Trust, the Plan Administration Trustee or the applicable Creditor Trustee, as applicable, and a Holder of a Non-Participating Channeled Claim or other Disputed Claim are unable to reach a settlement on the Non-Participating Channeled Claim or other Disputed Claim within two (2) years of the Effective Date, such Non-Participating Channeled Claim or other Disputed Claim shall be submitted to the Bankruptcy Court for resolution consistent with this Article VII of the Plan. For the avoidance of doubt, nothing in this Section 7.6 shall (i) alter the processes for determining Distributions to the Holders of Allowed Channeled Claims set forth in this Plan, any order of the Bankruptcy Court, and the applicable Creditor Trust Documents or (ii) limit the rights and obligations of the Creditor Trustees in connection with such processes.

**7.7** ***Distribution After Allowance***.

(a) **PAT Disputed Claims Reserves**. In accordance with the PAT Agreement, on the first PAT Distribution Date following the date on which a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim becomes an Allowed Claim, the Disbursing Agent shall remit to the respective PAT Distribution Account, for Distribution to the Holder of such Allowed Claim, the Cash or cash equivalents retained in the applicable PAT Disputed Claims Reserve in an amount equal to any amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the PAT Distribution Date if such Claim had been Allowed as of the Effective Date, net of any costs and expenses, including taxes (if any), of or related to the applicable PAT Disputed Claims Reserve. Each Holder of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim and Disputed Other General Unsecured Claim that ultimately becomes an Allowed Claim shall have recourse only to the undistributed Cash held in the applicable PAT Disputed Claims Reserve for satisfaction of such Holders' Allowed Claim and shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim. No distribution from a PAT Disputed Claims Reserve or otherwise shall be made on account of any Disputed Claim unless such Disputed Claim is Allowed by a Final Order.

(b) **Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, in accordance with the applicable Creditor Trust Documents, following the date on which a Non-Participating Channeled Claim becomes an Allowed Claim, each applicable Creditor Trust shall distribute to the Holder of such Allowed Claim the Cash or cash equivalents retained in the applicable Creditor Trust

Non-Participating Claims Reserve(s) in an amount equal to any Estate Distribution amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the applicable distribution date if such Claim had been Allowed as of the Effective Date pursuant to the applicable Creditor Trust TDP, net of any costs and expenses, including taxes (if any), of or related to the applicable Non-Participating Claims Reserve, and shall be entitled to receive its pro rata share of Estate Distributions as a Holder of an Allowed Claim in its applicable Class if and when such distribution is made, pursuant to the applicable Creditor Trust TDP. For the avoidance of doubt, nothing herein shall entitle the Holder of a Non-Participating Claim, regardless of Allowance, to any share of the Shareholder Direct Settlement Portion. Each Holder of a Non-Participating Channeled Claim that ultimately becomes an Allowed Claim shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim.

(c) **Class 4 Non-Participating Claims Reserve**. Upon the Allowance of a Non-Participating Channeled Claim in Class 4, (i) the Governmental Remediation Trust shall distribute from the Class 4 Non-Participating Claims Reserves to the holder of such Allowed Claim an amount equal to the Estate Distribution the Holder of such Claim would have received if such Claim was an Allowed Class 4 Claim on the Effective Date, less (A) any costs, expenses, and fees (including taxes, if any) of or related to the Class 4 Non-Participating Claims Reserves and (B) any costs, expenses, and fees incurred by the Governmental Remediation Trust, the Master Disbursement Trust, the Debtors, or any Released Party (to the extent not already claimed or paid to or on behalf of any Released Party out of the Direct Claim Settlement Retained Payment Amounts or the Special Operating Reserve) arising out of, in relation to, or in connection with litigating or in any way resolving any objection to that Class 4 Claim, and (ii) the Holders of such Claim shall be entitled to receive further Estate Distributions pursuant to Article VI of the Plan.

**7.8** ***Disallowance of Non-Participating Channeled Claims and Other Disputed Claims***.

(a) **PAT Disputed Claims Reserves**. Upon Disallowance of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim, in whole or in part, the Plan Administration Trustee shall (i) first, reallocate all amounts reserved for distribution on account of such Disallowed Claim or the Disallowed portion thereof (the "***Disallowed Claim Distribution***") to Holders of then Allowed and Disputed Claims in the applicable Class and (ii) second, distribute the Disallowed Claim Distribution that has been so reallocated to each Holder of an Allowed Claim in such Class and allocate to the PAT Disputed Claims Reserve for such Class, pro rata, in accordance with clause (i) of this sentence.

(b) **Creditor Trust Non-Participating Claims Reserves**. Upon Disallowance of a Non-Participating Channeled Claim other than with respect to any Non-Participating Channeled Claims in Class 4: (i) any amounts held in the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be transferred by the applicable Creditor Trustee from the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve directly to the corresponding Released Claims Reserve and any future Distribution that would have been funded to the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be funded directly to the applicable Released Claims Reserve, and (ii) any amounts held in the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be released to the applicable Creditor Trust for distribution pursuant to the applicable Creditor Trust Documents.

(c) **Class 4 Non-Participating Claims Reserve**. In the event a Non-Participating Channeled Claim in Class 4 is Disallowed: (i) the amount reserved on account of such Claim in the Class 4 PRA Non-Participating Claims Reserve shall be released to the corresponding Released Claims Reserve, and any future Distribution that would have been funded to the Class 4 PRA Non-Participating Claims Reserve on account of such Non-Participating Non-Federal Domestic Governmental Channeled Claim shall be funded directly to the Released Claim Reserve established in the Governmental Remediation Trust, and (ii) the amount reserved on account of such Claim in the Class 4 Non-PRA Non-Participating Claims Reserve shall be released to the Governmental Remediation Trust for distribution pursuant to the Governmental Remediation Trust Documents.

(d) **Released Claims Reserves**. All amounts funded to the Released Claims Reserves in accordance with this Section 7.8 shall be administered in accordance with the terms of the Master Shareholder Settlement Agreement, including Article 5 and Exhibit N.

**7.9** ***Allowance of Non-Participating Channeled Claims***.

(a) If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim (other than a Non-Participating Channeled Claim in Classes 10(a) or 10(b)) within two (2) years of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim under the applicable TDP. If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim in Classes 10(a) or 10(b) within eighteen (18) months of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim (if any) under the applicable TDP. Notwithstanding the foregoing, (i) any Allowance pursuant to this Section 7.9(a) of the Plan shall not constitute a determination as to the merits of such Non-Participating Channeled Claim and shall not be used as a basis to assert the merits of such Non-Participating Channeled Claim in any forum, and (ii) any Non-Participating Channeled Claim that is Allowed (pursuant to this Section 7.9 or otherwise) shall still be subject to, and shall only receive a distribution pursuant to, the applicable TDP.

(b) For the purposes of Allowance of any Non-Participating Channeled Claim that is not otherwise Disallowed in accordance with the Plan, such Channeled Claim shall be deemed an Allowed Claim (i) pursuant to a settlement or other resolution in accordance with Section 7.6 of the Plan, (ii) pursuant to Section 7.9(a) of the Plan, or (iii) upon entry of a Final Order finding that such Holder has a valid, compensable Channeled Claim, regardless of the allowed amount of such Channeled Claim (and, for the avoidance of doubt, such Holder shall not be required to litigate the allowed amount of its Allowed Claim). Other than as expressly contemplated by the applicable trust distribution procedures, any judgment entered as to the amount of a Non-Participating Channeled Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Sections 7.7(b) and (c) of this Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

**7.10** ***Claims Resolution Procedures Cumulative***.

All of the objection, estimation, settlement and resolution procedures set forth in this Plan with respect to Claims against the Debtors are intended to be cumulative and not exclusive of one another. Claims against the Debtors may be established and subsequently settled, compromised, withdrawn or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

**7.11** ***No Postpetition Interest or Penalties on Non-Participating Channeled Claims and other Disputed Claims***.

Unless otherwise specifically provided for in the Plan or the Confirmation Order or required by applicable bankruptcy law, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to any penalties on any Claim. Interest and penalties shall not accrue or be paid upon any Non-Participating Channeled Claim or other Disputed Claim with respect to the period from the Effective Date to the date a Distribution is made thereon, or on and after such Non-Participating Channeled Claim or other Disputed Claim becomes an Allowed Claim.

**7.12** ***Shareholder Rights Regarding Settlement and Estimation of Claims***.

In consideration of certain compromises made under the Shareholder Settlements, notwithstanding anything to the contrary contained in the Plan, the Confirmation Order, or the other Plan Documents, neither the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, nor any representative or successor of any of the foregoing shall be permitted to settle or seek to estimate any Non-Participating Channeled Claim or other Disputed Claim absent the express written consent of the Sackler Parties' Representative, not to be unreasonably withheld, solely to the extent that such settlement or estimation of any such Non-Participating Channeled Claim or other Disputed Claim could be reasonably expected to adversely impact any Shareholder Released Party's defense against or resolution of any claims or Causes of Action asserted or potentially asserted against any Shareholder Released Party that would have been released pursuant to the Shareholder Direct Claims Release had the Persons asserting or potentially asserting such claims or Causes of Action been Settling Creditors (including because admissions of fact or showings of evidentiary support requisite to effectuation of such settlement or estimation could adversely impact the legal defenses of any Shareholder Released Party); *provided* that no such consent shall be required to the extent that (a) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim is sought in an amount not exceeding $1,000,000, (b) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim would include no non-monetary conditions on the part of any Debtor, any reorganized Debtor, any Estate, the Plan Administration Trust, the Plan Administration Trustee, any Creditor Trust, any Creditor Trustee, or any representative or successor of any of the foregoing, and (c) the total aggregate amount of Non-Participating Channeled Claims or other Disputed Claims or formerly Non-Participating Channeled Claims or other Disputed Claims that have been settled or estimated do not exceed $10,000,000. Whether or not the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, or any representative or successor of any of the foregoing settles or estimates (or seeks to settle or estimate) any Non-Participating Channeled Claim or other Disputed Claim, in no event shall any Shareholder Released Parties be considered the privies of any of the foregoing for purposes of preclusion principles or otherwise. For the avoidance of doubt, nothing in this Section 7.12 gives, or is intended to give, any party any consent rights over any determinations made by any Creditor Trustee with regard to the appropriate amount that any Holder of an Allowed Claim is entitled to receive from the applicable Creditor Trust TDP.

## ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

**8.1** ***Assumption and Rejection of Executory Contracts and Unexpired Leases***.

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party, subject to the terms of Section 8.4, shall be deemed assumed by the applicable Debtor and, except with respect to any contract or lease held by a Transferred Debtor, assigned to NewCo or its designee, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court,

(ii) is specifically identified on the Schedule of Rejected Contracts, (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute or (v) is being otherwise treated pursuant to the Plan. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan with the reasonable consent to the Governmental Consent Parties. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount and the resolution of any Contract Dispute, the entry of the Confirmation Order shall constitute approval of the rejections, assumptions and assumptions and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated herein or provided in a separate order of the Bankruptcy Court, rejections, assumptions and assumptions and assignments of executory contracts and unexpired leases pursuant to the Solicitation Procedures Order and this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court shall vest in and be fully enforceable by the applicable Debtor or NewCo, in each case in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein (including Section 8.4 of the Plan) or by separate order of the Bankruptcy Court, each executory contract or unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed in an Assumption Notice.

(d) Except as otherwise expressly set forth on an Assumption Notice, any contracts, engagement letters, retention agreements, and similar arrangements, in each case between the Debtors and any attorneys, accountants, financial advisors, investment bankers or similar professionals, representatives or advisors, shall not be treated under the Plan as executory contracts subject to assumption, assumption and assignment, or rejection. Counterparties to any such contracts, engagement letters, retention agreements and similar arrangements were required to file Proofs of Claim by the General Bar Date, and any Allowed Claims relating thereto shall be treated as Other General Unsecured Claims or Co-Defendant Claims, as applicable.

**8.2 *Determination of Contract Disputes and Deemed Consent*.**

(a) The Debtors shall serve Assumption Notices in accordance with the Solicitation Procedures Order. If a counterparty to an executory contract or unexpired lease receives an Assumption Notice, but such executory contract or unexpired lease is not listed therein, the proposed Cure Amount for such executory contract or unexpired lease shall be deemed to be zero dollars ($0).

(b) Any counterparty to an executory contract or unexpired lease shall have the time prescribed in the Solicitation Procedures Order to object to (i) the Cure Amount identified on the Assumption Notice, (ii) adequate assurance of future performance by the applicable Debtor, NewCo or its assignee (within the meaning of section 365 of the Bankruptcy Code) and (iii) any other matter pertaining

to assumption or assumption and assignment of such executory contract or unexpired lease on the terms set forth in the Plan and such Assumption Notice.

(c) To the extent a Contract Dispute is asserted in an objection filed in accordance with the procedures set forth in the Assumption Notice, such Contract Dispute shall be heard by the Bankruptcy Court at the Confirmation Hearing. Following resolution of a Contract Dispute by Final Order of the Bankruptcy Court, the applicable executory contract or unexpired lease shall be deemed assumed or assumed and assigned effective as of the Effective Date, subject to the Debtors' right to reject such executory contract or unexpired lease at any time prior to the Effective Date or, if any Contract Dispute is resolved after the Effective Date, within thirty (30) days following entry of such Final Order of the Bankruptcy Court resolving the applicable Contract Dispute.

(d) To the extent a Contract Dispute has not been resolved prior to the Effective Date, the Debtors shall establish the Disputed Cure Claims Reserve. Any amounts in the Disputed Cure Claims Reserve remaining after the resolution of all Disputed Cure Claims and the payment of all Cure Amounts with respect to Allowed Cure Claims for contracts and leases to be assumed or assumed and assigned shall be applied in accordance with Section 5.14(b) of the Plan.

(e) To the extent an objection is not timely filed and properly served on the Debtors with respect to a Contract Dispute, then the counterparty to the applicable contract or lease shall be deemed to have assented to (i) the Cure Amount proposed by the Debtors and (ii) the assumption or assumption and assignment of such contract or lease on the terms set forth in the Plan and the Assumption Notice, notwithstanding any provision of the applicable contract or lease that (A) prohibits, restricts or conditions the transfer or assignment of such contract or lease or (B) terminates or permits the termination of such contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such contract or lease or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such contract or lease on account of transactions contemplated by the Plan.

(f) With respect to payment of any Cure Amounts or resolution of Contract Disputes, none of the Debtors, the Plan Administration Trustee, NewCo or any Transferred Debtor shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Cure Claim.

**8.3** ***Payments Related to Assumption of Contracts and Leases***.

(a) Subject to resolution of any Contract Dispute, any Cure Claim shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Plan Administration Trust from the Priority Claims Reserve or the Disputed Cure Claims Reserve, as applicable, or NewCo in the ordinary course of business upon assumption thereof.

(b) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

**8.4** ***Co-Defendant Contracts***.

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties, and after consultation with the Creditors' Committee), the assumption of any contract or lease under the Plan shall (a) release any Causes of Action on account of any and all terms or provisions of such contract or lease solely to the extent such terms or provisions create an obligation of any party thereto (or any assignee thereof), or give rise to a right in favor of any non-Debtor under any MDT Insurance Policy or any other insurance policy of any Protected Party, for the indemnification or reimbursement of any Person for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or other conduct occurring prior to the Effective Date; and (b) constitute a release by each party of each other counterparty (and any assignee thereof or successor thereto) and by each non-Debtor party of all Insurance Companies, in each case, from any and all Causes of Action and other rights of recovery arising under or relating to such indemnification and reimbursement rights to the extent relating to any conduct occurring prior to the Effective Date, and an agreement by each non-Debtor counterparty to release any and all Co-Defendant Claims held by such party and to channel, in accordance with the Channeling Injunction, all Channeled Claims arising under or relating to such contract, including any such Claims that might otherwise be elevated to administrative status through assumption of such contract or lease. On the Effective Date, (x) all Co-Defendant Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person and (y) all Channeled Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be channeled in accordance with the Channeling Injunction. For the avoidance of doubt, unless otherwise agreed by the counterparty to any assumed or assumed and assigned contract or lease, the foregoing shall not release or otherwise modify any term or provision of such contract or lease to the extent of any indemnification or reimbursement rights (i) accruing after the Effective Date for conduct occurring after the Effective Date, (ii) for any amounts, if any, due to a Co-Defendant as a result of the New York Opioid Stewardship Act (2018 N.Y. Sess. Laws, ch. 57, pt. NN 7 (codified at N.Y. Pub. Health Law § 3323 and N.Y. State Fin. Law § 97-aaaaa)) or (iii) for any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights, which include the ability to recover from Persons that are not Protected Parties or from any insurance policies that are not Purdue Insurance Policies or other insurance policies of Protected Parties. The counterparty to such contract or lease and all other applicable Persons shall be bound by the terms set forth in this Section 8.4.

**8.5** ***Rejection Claims***.

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors herein results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) days after the entry of the order of the Bankruptcy Court (including the Confirmation Order) authorizing the rejection of such executory contract or unexpired lease. Any such Claim shall be classified in accordance with the classification of Claims set forth in Article III of the Plan, including that any such Claims that constitute Co-Defendant Claims shall be classified as such. The Confirmation Order shall constitute the Bankruptcy Court's authorization of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts.

**8.6** ***Compensation and Benefit Plans***.

Except with respect to any Benefit Plans for which the Debtors have received approval of the Bankruptcy Court to reject or terminate on or before the Effective Date or that are subject to a pending motion to reject or terminate as of the Confirmation Hearing, all Benefit Plans shall be deemed to be, and shall be treated as, executory contracts under this Plan pursuant to sections 365 and 1123 of the Bankruptcy Code and shall be assumed by applicable Debtors and, unless held by a Transferred Debtor, assigned to NewCo (or one of its Subsidiaries).

**8.7** ***Purdue Pension Plan***.

The Purdue Pension Plan has approximately 3,200 participants. PPLP is the contributing sponsor of the Purdue Pension Plan. The Debtors that are members of the contributing sponsor's controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) are jointly and severally liable with respect to the Purdue Pension Plan. Further, any non-debtor members of the contributing sponsor's controlled-group are also jointly and severally liable with respect to the Purdue Pension Plan.

On or prior to the Effective Date, the Debtors shall have commenced a standard termination of the Purdue Pension Plan pursuant to 29 U.S.C. § 1341 and any standard termination costs, other liabilities, or obligations remaining thereunder as of the Effective Date shall be assumed and payable by NewCo.

NewCo or its wholly owned subsidiary will assume the Purdue Pension Plan to the extent the standard termination and PBGC audit, pursuant to 29 U.S.C. § 1303, has not been completed for the Purdue Pension Plan prior to the Effective Date. Specifically, upon the Effective Date, NewCo or its wholly owned subsidiary shall be deemed to have assumed the Purdue Pension Plan (to the extent the standard termination and PBGC audit has not been completed prior to the Effective Date) and all liabilities and assets thereunder and shall comply with all applicable statutory provisions of ERISA and the IRC, including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; administering the Purdue Pension Plan in accordance with its terms and the provisions of ERISA and the IRC, and completing the standard termination under 29 U.S.C. § 1341 (and NewCo reserves all rights thereunder).

Notwithstanding any provision in the Plan to the contrary, no provision contained in the Plan, the Confirmation Order, the Bankruptcy Code (including section 1141 thereof), or any other document filed in the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating or relieving any Person (other than the Liquidating Debtors) from any fiduciary duties or liabilities under Title I of ERISA with respect to the Purdue Pension Plan. PBGC and the Purdue Pension Plan shall not be enjoined or precluded from enforcing such fiduciary duties or liabilities under Title I of ERISA as a result of any of the provisions of the Plan, the Confirmation Order, the Bankruptcy Code or any other document filed in the Debtors' bankruptcy cases. The PBGC and the Debtors agree that all Proofs of Claim filed by the PBGC shall be deemed to be withdrawn, with prejudice, as of the Effective Date.

**8.8** ***Insurance Policies***.

Notwithstanding anything to the contrary in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order:

(a) nothing in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order shall terminate or otherwise reduce the coverage under any D&O Insurance Policy with respect to conduct occurring on or prior to the Effective Date, and, after the Effective Date, all

directors, officers, managers, authorized agents and employees of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any applicable D&O Insurance Policy for the full term of such policy, including but not limited to any extension of coverage after the end of such policy period if an extended reporting period has been purchased, in accordance with the terms thereof, subject to (i) any release or assignment of rights by certain Shareholder Released Parties pursuant to the Shareholder Settlements and (ii) with respect to D&O Insurance Policies that are MDT Insurance Policies, the provisions of paragraph (b) of this Section 8.8;

(b) after the Effective Date, in consideration of the Estate Releases and Shareholder Releases in favor of each Released Party and Shareholder Released Party that is an individual insured under any MDT Insurance Policy:

(i) each such Released Party or Shareholder Released Party (A) will fully cooperate with the Master Disbursement Trust in connection with the settlement of claims or rights under such MDT Insurance Policy, including but not limited to as set forth in this Section 8.8(b)(i), and (B) shall be deemed to consent to the release of any claims or rights held by such Released Party or Shareholder Released Party against and under such MDT Insurance Policy in the event that the Master Disbursement Trust has otherwise obtained settlement terms that it deems acceptable in its sole discretion with the same effect as if such Released Party or Shareholder Released Party had executed such settlement agreement, and without further consideration to such Released Party or Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement;

(ii) no such Released Party or Shareholder Released Party (other than a Sackler Family Member) that was a director, officer, manager, authorized agent or employee of the Debtors who served in such capacity at any time prior to the Petition Date shall be entitled to submit a claim under any MDT Insurance Policy for anything other than reimbursement of attorneys' fees and related expenses incurred in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of the Releases or the Channeling Injunction; and

(iii) no such Shareholder Released Party (other than a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, each of whom is subject to the foregoing paragraph (ii) of this Section 8.8(b)) shall be entitled to submit a claim under any MDT Insurance Policy other than in accordance with the Shareholder Settlements;

(c) on and after the Effective Date, all Purdue Insurance Policies (other than the MDT Insurance Policies) shall be deemed to be, and shall be treated as, executory contracts under the Plan, and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and such Purdue Insurance Policies shall vest, and/or the Purdue Insurance Rights (other than the MDT Insurance Rights) associated therewith shall vest, as applicable, in NewCo, the applicable Transferred

Debtor or the Plan Administration Trust, as applicable, in accordance with the NewCo Transfer Agreement and the PAT Agreement and continue in full force and effect in accordance with their respective terms such that the applicable recipients of the Purdue Insurance Policies (other than the MDT Insurance Policies) and the Purdue Insurance Rights (other than the MDT Insurance Rights) shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the Purdue Insurance Policies (other than the MDT Insurance Policies); and

(d) solely with respect to Purdue Insurance Policies that are not MDT Insurance Policies, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (i) claimants with valid workers' compensation claims or direct action claims against Insurance Companies under applicable non-bankruptcy law to proceed with their claims; and (ii) Insurance Companies to administer, handle, defend, settle and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurance Company under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing.

**8.9 *Reservation of Rights*.**

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors have any liability thereunder.

(b) Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish or otherwise alter any of the Estate Causes of Action under any executory or non-executory contract or unexpired lease.

(c) Nothing in this Plan shall increase, augment or add to any of the duties, obligations, responsibilities or liabilities of the Debtors under any executory or non-executory contract or unexpired or expired lease, including the Purdue Insurance Policies.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## ARTICLE IX CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

**9.1 *Conditions Precedent to Effective Date*.**

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(a) the Confirmation Order shall have been entered by the Bankruptcy Court, and shall not be subject to any stay and shall not have been modified or vacated on appeal;

(b) the Plan Documents shall have been approved of or accepted by all applicable Persons in accordance with the respective consent rights under this Plan, and shall have been filed, executed and delivered, as applicable, and the conditions precedent contained therein shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially simultaneously with or after consummation of the Plan;

(c) the DOJ Resolution (including, for the avoidance of doubt, the entry of a judgment of conviction in strict accordance with the Plea Agreement and the payment in full of the DOJ Forfeiture Payment) shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan;

(d) the NewCo Operating Agreement shall have been executed and shall be in compliance with the DOJ Resolution, the NewCo Transferred Assets shall have vested in NewCo (or one or more of its Subsidiaries) in accordance with the NewCo Transfer Agreement and the NewCo Managers shall have been appointed;

(e) the MDT Agreement shall have been executed, the MDT Transferred Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Master Disbursement Trust in accordance therewith and the MDT Trustees shall have been appointed;

(f) the Creditor Trust Documents shall have been executed and the Creditor Trustees shall have been appointed;

(g) the Public Entity Settlements other than the Public School District Shareholder Direct Settlement shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including (i) the payment in full of the Initial Public Creditor Trust Distributions and (ii) the issuance of the MDT Interests to the Public Creditor Trusts;

(h) the Foundation Bylaws shall have been adopted, the Foundation Trustees shall have been appointed and the NewCo Interest shall have been issued, or will be issued simultaneously with consummation of the Plan, to the Foundation;

(i) the Private Entity Settlements other than the Opt-Out Class Action Settlements shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including: (i) with respect to the Creditor Trusts that are not the subject of Opt-Out Class Actions, the payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, (ii) the issuance of the MDT Claims (in the case of Creditor Trusts that are the subject of Opt-Out Class Actions, to the extent that the applicable Opt-Out Class Action Settlement has been consummated) and (iii) the execution of any Plan Documents required to be executed in connection with the foregoing;

(j) with respect to the Creditor Trusts that are the subject of Opt-Out Class Actions, payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, or, to the extent that the applicable Opt-Out Class Action Settlement has not been consummated, the placement of the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distributions for such Creditor Trusts into the applicable Class Action Escrow Account;

(k) each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been executed and all amounts required to be paid thereunder on the Effective Date shall have been received, and all of the conditions precedent to the effectiveness of each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been satisfied or waived in accordance with the terms of such Shareholder Settlement Agreement;

(l) the Ratepayer Mediation Participants Stipulation shall have been approved by a Final Order of the Bankruptcy Court;

(m) the PAT Agreement shall have been executed, the PAT Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Plan Administration Trust in accordance therewith and the Plan Administration Trustee shall have been appointed;

(n) each of the PAT Reserves, the Claims Reserves, the Professional Fee Escrow Account, the Special Operating Reserve and the PAT Distribution Accounts shall have been fully funded, or will be funded simultaneously with the consummation of the Plan, and each of the other payments and Distributions of Effective Date Cash described in Section 5.14(a) and (b) of the Plan shall have been made or will be made substantially simultaneously with consummation of the Plan;

(o) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings and documents that are necessary to implement and effectuate the Plan;

(p) all Professional Fee Claims shall have been paid in full or amounts sufficient to pay such Claims after the Effective Date shall have been placed in the Professional Fee Escrow Account, or shall be otherwise contained in a professional fee retainer, pending approval by the Bankruptcy Court;

(q) the Debtors shall have implemented the Restructuring Transactions, or shall implement the Restructuring Transactions simultaneously with the consummation of the Plan, in a manner consistent in all material respects with this Plan;

(r) the Bankruptcy Court shall have confirmed that the Bankruptcy Code authorizes the transfer and vesting of the MDT Transferred Assets, notwithstanding any terms of the Purdue Insurance Policies or provisions of non-bankruptcy law that any Insurance Company may otherwise argue prohibits such transfer and vesting;

(s) the DOB shall have been appointed in accordance with Section 5.13(c) of the Plan;

(t) all Liens granted as contemplated by the Plan and any documents included in the Plan Supplement shall have been approved by the Bankruptcy Court;

(u) the Debtors shall have Effective Date Cash sufficient to pay the effective date fixed payments as provided in Section 5.14(a) of this Plan in full in cash; and

(v) all other actions, documents and agreements necessary to implement and effectuate the Plan shall have been effected or executed.

**9.2** ***Waiver of Conditions Precedent***.

Each of the conditions precedent to the occurrence of the Effective Date (other than the condition precedent set forth in Section 9.1(i) of the Plan) may be waived by the Debtors; *provided* that (a) with respect to any condition precedent, the waiver of which would materially and adversely affect the entitlements of any Class of Claims (or any Creditor Trust to which such Claims shall be channeled) represented by any of the Supporting Claimants, the waiver of such condition precedent shall also require the consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Supporting Claimants representing such materially and adversely affected Class of Claims, it being understood that the waiver of the condition precedent set forth in Section 9.1(i) materially and adversely affects the Class of

Claims and the Creditor Trust entitled to the applicable Initial Private Creditor Trust Distribution and/or MDT Claim, (b) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Creditors' Committee has a consent right set forth in the Plan), (e), (f), (i), (j), (k), (l), (m), (n), (p) (solely with respect to Professional Fee Claims by Professional Persons retained by the Creditors' Committee), (q), (r), (s), and (u) of the Plan shall also require the consent of the Creditors' Committee (which consent shall not be unreasonably withheld, delayed or conditioned), (c) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Governmental Consent Parties have a consent right set forth in the Plan), (d), (e), (f), (g), (i), (n),(q), (r), (s), and (u) of the Plan shall also require the consent of the Governmental Consent Parties (which consent shall not be unreasonably withheld, delayed or conditioned) and (d) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Sackler Parties' Representative has a consent right set forth in the Master Shareholder Settlement Agreement), (e), (g), (i), (j), (k), (m), (n), and (q) of the Plan shall also require the consent of the Sackler Parties' Representative (which consent shall not be unreasonably withheld, delayed or conditioned).

**9.3 *Frustration of Conditions Precedent*.**

Notwithstanding anything to the contrary herein, if the failure to satisfy any condition precedent to the Effective Date set forth in Section 9.1 was primarily caused by the action of any party (or such party's failure to act), then (i) such party's consent shall not be required for the Debtors' waiver of such condition and (ii) such party shall not be entitled to prevent or delay the Effective Date by asserting that such condition has not been satisfied.

## ARTICLE X EFFECT OF CONFIRMATION.

**10.1 *Binding Effect*.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan and the Plan Documents shall bind every Holder of a Claim against or Interest in any Debtor and every Holder of a Channeled Claim and inure to the benefit of, and be binding on, any such Holder's respective successors and assigns, regardless of whether any Claim or Interest of such Holder is Impaired under this Plan or whether such Holder has accepted this Plan.

**10.2 *Discharge of Claims against and Interests in the Debtors*.**

Upon the Effective Date and in consideration of the Distributions to be made under this Plan, except as otherwise provided in the Plan or in the Confirmation Order, each Holder (as well as any trustee or agent on behalf of such Holder) of a Claim or Interest and any successor, assign and affiliate of such Holder shall be deemed to have forever waived, released and discharged the Debtors (other than the Liquidating Debtors), to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Except as otherwise provided in this Plan, upon the Effective Date, all such Holders of Claims against or Interests in the Debtors, and their successors, assigns and affiliates, shall be forever precluded and enjoined, pursuant to sections 105, 524 and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, any Debtor. Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge the Liquidating Debtors; *provided* that, upon confirmation of the Plan and the occurrence of the Effective Date, Holders of Claims against and Interests in the Debtors may not seek or receive any payment or other Distribution from, or seek recourse against, the Debtors or their Estates or, to the extent set forth in the Plan, any other Protected Party, except as expressly provided in the Plan. The Co-Defendant Defensive Rights shall not be waived, released or discharged and all Co-Defendant Defensive Rights are preserved, as provided in Section 10.18 of the Plan.

**10.3** ***Pre-Confirmation Injunctions, Stays, Stipulations and Discovery Orders***.

(a) Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under section 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

(b) Notwithstanding the foregoing paragraph (a) of this Section 10.3, on the Effective Date, without further action by or order of the Bankruptcy Court:

(i) any and all obligations of the Shareholder Released Parties arising under the Case Stipulation shall terminate and the Case Stipulation shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraphs 15, 17, 19, 22 and 25 of the Case Stipulation, and solely as such paragraphs apply to any Shareholder Released Party; *provided* that, for the avoidance of doubt, the terms of such paragraphs shall continue in full force and effect with respect to all other parties (if applicable), and all other provisions of the Case Stipulation shall remain in full force and effect, in each case, unless otherwise provided by the Plan;

(ii) any and all obligations of any Shareholder Released Party arising under paragraph I of the voluntary injunction set forth in Appendix I to the Preliminary Injunction (and any predecessors or successors of the Preliminary Injunction) shall terminate, and the Preliminary Injunction shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraph I of the voluntary injunction set forth in Appendix I; *provided* that, for the avoidance of doubt, all other provisions of the Preliminary Injunction shall remain in full force and effect, unless otherwise provided by the Plan; and

(iii) any and all obligations of any Person arising under any subpoenas issued pursuant to any of *Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties* [D.I. 992] (as amended by the *Amended Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties* [D.I. 1008]), the *Order Pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure Authorizing Examinations of Certain Financial Institutions* [D.I. 1143], the *Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examinations of and Document Production by Third Parties [D.I. 1340] and the Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Certain Former Debtor Executives, Separately Represented Debtor Personnel, and Norton Rose Fulbright Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9006* [D.I. 1788] shall terminate.

(c) Any and all information shared or produced by any Shareholder Released Party pursuant to the agreements or orders referenced in the foregoing paragraph (b) of this Section 10.3, including any such information also shared with Persons not party to the Case Stipulation, shall remain subject to the confidentiality terms under which it was shared, including any information that was designated under the Protective Order (or confidentiality agreement that was superseded by the Protective Order), which such information shall remain confidential under the terms of the Protective Order unless such information, materials or documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement. Names or other identifying information of investments or specific third-party counterparties or advisors with whom or with which a Shareholder Released Party has or had a third-party investment, advisory or business relationship that was disclosed in documents or information produced by a Shareholder Released Party and designated Outside Professional Eyes Only Information under the Protective Order shall retain such designation and be protected accordingly.

(d) Except as provided in the PI TDP, nothing in this Plan shall either (i) excuse any Person from compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation; or (ii) limit any right of any Person with respect to compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation.

**10.4** ***Injunction against Interference with Plan***.

Subject to Section 12.4 of the Plan, upon entry of the Confirmation Order, all Holders of Claims against or Interests in the Debtors, Holders of Channeled Claims, Releasing Parties, Released Parties, Shareholder Released Parties and other parties in interests shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan and the Plan Documents. This Section 10.4 shall be included in the Confirmation Order.

**10.5** ***Plan Injunction***.

(a) Except as otherwise provided in this Plan or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Debtor or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Debtor or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (a) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply, or is inconsistent, with the provisions of this Plan; *provided*, *however*, that nothing contained herein shall

preclude such Persons who have held, hold or may hold Claims against or Interests in a Debtor or an Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(b) All Persons, including all governmental, tax and regulatory authorities, lenders, trade creditors, dealers, customers, employees, litigation claimants and other creditors holding Claims, Liens, Interests, charges, encumbrances and other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against or in a Debtor, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtors, the NewCo Transferred Assets, the MDT Transferred Assets, the PAT Assets, the operation of the NewCo Transferred Assets prior to the Effective Date or the Restructuring Transactions are forever barred, estopped and permanently enjoined from asserting against the Released Parties, their respective successors and assigns, their property, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets, any Released Claim or any other Cause of Action the assertion of which does not comply with or is inconsistent with the provisions of this Plan, including, without limitation, by: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons mentioned in this clause (ii) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing any encumbrance of any kind or asserting any Released Claims in any manner, directly or indirectly, against a Released Party or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan.

**10.6 *Releases*.**

(a) Releases by Debtors.

**As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Debtors and their Estates from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, based on or relating to, or in any manner arising from,**

**in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(a).**

**Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(a) shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions; *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, or (D) release any Claim or right to disgorge, recoup or recover compensation under the orders authorizing the Key Employee Plans or the orders with respect to the *Motion of Debtors for Entry of an Order Authorizing (I) Debtors to (A) Pay Pre-Petition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 6].**

(b) Releases by Releasing Parties.

**As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.**

**Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Released Party, by such**

**Releasing Party (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (x) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (I) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (II) the Estates, (III) the Chapter 11 Cases, or (IV) Covered Conduct and (y) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor; and (B) the parties intend that these releases (including the term "Released Claims") be broad and interpreted so as to give the Released Parties the broadest possible release of any liability relating in any way to the Released Claims.**

**For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or the Confirmation Order, the releases set forth in this Section 10.6(b), and all references to "Releasing Parties" as used herein, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[17] For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.**

**To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to this Section 10.6(b)) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the and the Released Parties.**

**Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) Co-Defendants (including, for the avoidance of doubt, Settling Co-Defendants) shall not be Released Parties for purposes of this Section 10.6(b); and (z) nothing in this Section 10.6(b) shall (A) release any Non-Opioid Excluded Claims, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, or (C) be construed to impair in any way the Effective Date**

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[17] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in this Section 10.6(b). The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

**or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.**

**Notwithstanding anything herein to the contrary, but subject to the MDT Insurer Injunction and the Settling MDT Insurer Injunction, the Debtors shall not be released from liability for any Claim (other than any Co-Defendant Claim) that is or may be covered by any Purdue Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Purdue Insurance Policy (and any extra-contractual liability of the Insurance Companies with respect to the Purdue Insurance Policies), and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Purdue Insurance Policies. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim, and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the Purdue Insurance Policies (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).**

(c) Releases by Debtors of Holders of Claims.

**As of the Effective Date, all Holders of Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the administration of the Chapter 11 Cases; the negotiation and pursuit of the Restructuring Transactions, the Plan, the Master Disbursement Trust, the Creditor Trusts (including the trust distribution procedures and the other Creditor Trust Documents) and the solicitation of votes with respect to, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing or (ii) such Holder's participation in the Pending Opioid Actions. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(c).**

**As of the Effective Date, all Holders of PI Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases, including, in each case, without limitation, any act, conduct, omission, event, transaction, occurrence, injury, damage, or continuing condition in any way relating to the foregoing.**

**Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(c) shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions, *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date**

**Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) release any claim or right arising in the ordinary course of the Debtors' or NewCo's business, including, without limitation, any such claim with respect to taxes or (D) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.**

**10.7** ***Shareholder Releases***.

(a) Releases by Debtors.

**(i) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(a), by the Debtors and their Estates from any and all Causes of Action, including any Estate Causes of Action asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Shareholder Releases set forth in this Section 10.7(a).**

**(ii) To the extent that, on or after the Effective Date, any Debtor Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Debtor Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to this Section 10.7(b)) of any Claim-Over. Each Debtor Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.**

**(iii) In the event that (x) any Debtor Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(a)(ii); (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Debtor Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(a)(ii); or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(a)(ii), and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) with respect to that Non-Released Party and that Debtor Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:**

**(I) The Sackler Parties' Representative shall notify that Debtor Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;**

**(II) The Sackler Parties' Representative and that Debtor Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;**

**(III) That Debtor Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Debtor Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:**

**(1) Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;**

**(2) Reduction of that Debtor Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Debtor Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

**(3) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;**

**(4) Payment of monies to Shareholder Released Parties by that Debtor Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

**(5) Credits to Shareholder Payment Groups under this Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and**

**(6) Such other actions as that Debtor Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.**

**(IV) To the extent the preconditions for this Section 10.7(b)(ii)(C) to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Debtor Party under the Plan and the Master Shareholder Settlement Agreement.**

**(iv) Each Debtor and each Estate will not transfer any Cause of Action and no Person shall prosecute any such Cause of Action on any Debtor's or Estate's behalf, in each case unless such transferee or Person has agreed to comply with Sections 10.7(a)(ii) and (iii) of the Plan.**

**(v) Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(a) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (1) the Shareholder Releases set forth in this Section 10.7(a) shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, (2) the *status quo ante* shall be restored in all respects for the Debtors and the Master Disbursement Trust with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, and (3) the Master Disbursement Trust shall be deemed to have received and accepted all of the rights with respect to any member of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, in each case, that the Debtors and their Estates had prior to the Effective Date and that the Master Disbursement Trust would have pursuant to the transfer of the MDT Shareholder Rights to the Master Disbursement Trust if the Shareholder Releases of this Section 10.7(a) had never been granted, which rights the Debtors and their Estates shall be deemed to have irrevocably transferred, granted and assigned to the Master Disbursement Trust; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (1), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.**

(b) Releases by Releasing Parties.

**(i) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (y) of the last paragraph of this Section 10.7(b) of the Plan, by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.**

**Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Shareholder Released Party, by such Releasing Party (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (x) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (I) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (II) the Estates, (III) the Chapter 11 Cases, or (IV) Covered Conduct and (y) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor; and (B) the parties intend that these releases (including the term "Shareholder Released Claims") be broad and interpreted so as to give the Shareholder Released Parties the broadest possible release of any liability relating in any way to the Shareholder Released Claims.**

**For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or the Confirmation Order, the releases set forth in this Section 10.7(b), and all references to "Releasing Parties" as used herein, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[18] For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.**

[18] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in this Section 10.7. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

**(ii) (A) No Shareholder Released Party shall seek to recover for amounts paid under Master Shareholder Settlement Agreement and the Plan based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, health care practitioner; *provided* that a Shareholder Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it.**

**(B) To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to this Section 10.7(b)) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.**

**(C) In the event that (x) any Releasing Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(b)(ii)(B); (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Releasing Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(b)(ii)(B); or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(b)(ii)(B), and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) with respect to that Non-Released Party and that Releasing Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:**

**(V) The Sackler Parties' Representative shall notify that Releasing Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;**

**(VI) The Sackler Parties' Representative and that Releasing Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;**

**(VII) That Releasing Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasing Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:**

**Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;**

**(1) Reduction of that Releasing Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

**(2) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;**

**(3) Payment of monies to Shareholder Released Parties by that Releasing Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

**(4) Credits to Shareholder Payment Groups under this Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and**

**(5) Such other actions as that Releasing Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.**

**(VIII) To the extent the preconditions for this Section 10.7(b)(ii)(C) to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Releasing Party under the Plan and the Master Shareholder Settlement Agreement.**

**(D) To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 10.7(b)(ii)(C) shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. The Sackler Parties' Representative shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non- Released Party asserts a Claim-Over arising out of contractual indemnity against it.**

**(iii) Notwithstanding anything herein to the contrary, (x) nothing in this Section 10.7(b) shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and (y) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in this Section 10.7(b) shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the status quo ante shall be restored in all respects for the Releasing Parties with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; provided that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.**

(c) Releases by Shareholder Released Parties.

**As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Reciprocal Releasees shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(c), by the Shareholder Released Parties from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates and including any claims that any Shareholder Released Party, or that any other Person or party claiming under or through any Shareholder Released Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Shareholder Released Party or any other Person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases.**

**Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(c) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, and the Separation Agreement, and including the rights of any Shareholder Released Party that is a current or former director, officer or employee of the Debtors but is not a Sackler Family Member relating to plan treatment of any Claims held by such party; and (z) upon the filing of a Notice of Shareholder Release Snapback and the commencement or continuation of any action or proceeding against a member of a Breaching Shareholder Family Group or a Designated Shareholder Released Party by any Reciprocal Releasee, (A) the releases set forth in this Section 10.7(c) of any Reciprocal Releasee that has commenced or continued any such action shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the *status quo ante* shall be restored in all respects for the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties with respect to any Reciprocal Releasee that has commenced or continued any such litigation; *provided* that, for**

**the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the releases set forth in this Section 10.7(c) shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Reciprocal Releasees, and shall be binding on, and enforceable against, all other Shareholder Released Parties, including any members of the Breaching Shareholder Family Group with respect to any Reciprocal Releasee that has not commenced any such litigation.**

**10.8 *Channeling Injunction*.**

In order to supplement the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases set forth in Sections 10.5, 10.6 and 10.7 of the Plan, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:

(a) Terms. In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases described in Sections 10.5, 10.6 and 10.7 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Channeled Claim shall be permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any Protected Party with respect to any Channeled Claim, including:

(i) commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Channeled Claims, against or affecting any Protected Party, or any property or interests in property of any Protected Party with respect to any Channeled Claims;

(ii) enforcing, levying, attaching, collecting or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree or other order against any Protected Party or against the property of any Protected Party with respect to any Channeled Claims;

(iii) creating, perfecting or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any Protected Party or against the property of any Protected Party with respect to any Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the

provisions of the Plan Documents, with respect to any Channeled Claims.

(b) Reservations. Notwithstanding anything to the contrary in this Section 10.8 or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar or enjoin:

(i) the rights of Holders of Channeled Claims to the treatment afforded them under the Plan and the Plan Documents, including the rights of Holders of Channeled Claims to assert such Channeled Claims solely in accordance with Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, in each case whether or not there are funds to make Distributions in respect of such Channeled Claims and whether or not such rights entitle such Holders to any Distributions;

(ii) the rights of Persons to assert any claim, debt, litigation or liability for payment of Creditor Trust Operating Expenses solely against the applicable Creditor Trust;

(iii) the rights of Persons to assert any claim, debt or litigation against any Excluded Party;

(iv) the rights of the Master Disbursement Trust to pursue and enforce the MDT Shareholder Rights, the MDT Insurance Rights and the MDT Causes of Action;

(v) the rights of the parties to the LRP Agreement to enforce the terms thereof in accordance with the Plan;

(vi) the Creditor Trusts from enforcing their respective rights against the Master Disbursement Trust under the Plan and the MDT Documents; or

(vii) the Master Disbursement Trust and the Plan Administration Trust from enforcing its rights against NewCo under the Plan.

(c) **Notice of Shareholder Release Snapback**. Upon the filing of a Notice of Shareholder Release Snapback, the Channeling Injunction shall terminate, be rescinded and have no application, without further order of the Bankruptcy Court, to any suit, action or other proceeding, in each case, of any kind, character or nature, brought against any member of the Breaching Shareholder Family Group and any Designated Shareholder Released Party; *provided, however*, that the extension of time provided by Section 10.9(a) of the Plan shall continue in effect in accordance with its terms; *provided further* that, for the avoidance of doubt, notwithstanding the termination and rescission pursuant to this Section 10.8(c), the Channeling Injunction shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Protected Parties, including all other Shareholder Released Parties, other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; and *provided further* that, in the event of the filing of a Notice of Shareholder Release Snapback, any determination made in the claims resolution process in accordance with Section 7.6 of this Plan will not be binding against any party.

(d) **Modifications**. Except as expressly set forth in paragraph (c) of this Section 10.8, there can be no modification, dissolution or termination of the Channeling Injunction, which shall be a permanent injunction.

(e) **Non-Limitation of Channeling Injunction**. Except as expressly set forth in paragraphs (b) and (c) of this Section 10.8, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Channeling Injunction issued in connection with the Plan.

(f) **Bankruptcy Rule 3016 Compliance**. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

**10.9** ***Tolling of Shareholder Released Claims; Violations of Shareholder Releases and Channeling Injunction***.

(a) **Tolling of Shareholder Released Claims**. If applicable law, an order in any proceeding or an agreement fixes a period for commencing or continuing an action or proceeding based on a Shareholder Released Claim and such Shareholder Released Claim is released pursuant to the Shareholder Releases or such action or proceeding is enjoined by the Channeling Injunction, then such period does not expire with respect to such Shareholder Released Claim with respect to the Master Disbursement Trust (or the MDT Trustees) or the Releasing Parties until the latest of (i) the end of such period; (ii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, two hundred twenty-five (225) days after the filing of a Notice of Shareholder Release Snapback with respect to such Shareholder Family Group; (iii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, when such Shareholder Family Group fulfills its payment obligations under the Shareholder Settlement Agreements; and (iv) with respect to the applicable Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party, two hundred twenty-five (225) days after the reinstatement of any Estate Cause of Action against such Shareholder Released Party pursuant to Section 10.19 of the Plan.

(b) **Violations of Shareholder Releases and Channeling Injunction**. In the event that any Person takes any action that a Shareholder Released Party believes violates the Shareholder Releases or Channeling Injunction as it applies to any Shareholder Released Party, such Shareholder Released Party shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter final orders in connection with any dispute over whether an action violates the Shareholder Releases or Channeling Injunction. Upon determining that a violation of the Shareholder Releases or Channeling Injunction has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person, including, but not limited to, (i) disgorgement from the violating Person of any funds, assets or other value received, directly or indirectly, pursuant to the Plan or Plan Documents (including fees and expenses paid pursuant to the Plan or Plan Documents on account of legal or other advisory services rendered to or for the benefit of the violating Person); (ii) the termination of any rights of the violating Person to receive any funds, assets or other value pursuant to the Plan or Plan Documents; (iii) the reduction of any payments owed by any Shareholder Released Parties under the Shareholder Settlement Agreements to the violating Person in an amount equal to the amount of disgorgement ordered from, or the reduction of future payments ordered to be made to, or on account of, the violating Person (subject to the right of the violating Person to request that any amounts actually disgorged from such violating Person offset any reduction of future payments ordered to be made to, or on account of, such violating Person); (iv) an admonition, reprimand or censure of, or citation of contempt by, the violating Person and its counsel; (v) a fine or penalty paid into the Bankruptcy Court; (vi) a bond or

other security in an amount equal to any financial obligation ordered by the Bankruptcy Court in respect of the violation; (vii) an appropriate sanction on any attorney or law firm responsible for the violation; (viii) injunctive relief to prevent future violations by the Person or its counsel; and (ix) attorney and other professional fees incurred by any Shareholder Released Party arising from the violation. The provision of any one form of relief shall not preclude the provision of any other form of relief.

**10.10** ***MDT Insurer Injunction***.

(a) **Terms**. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any MDT Insurer, including:

(i) commencing, conducting or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(iii) creating, perfecting or enforcing in any manner any Lien of any kind against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under or attributable to an MDT Insurance Policy.

(b) **Reservations**. The provisions of this MDT Insurer Injunction shall not preclude the Master Disbursement Trust from pursuing any Claim based on, arising under or attributable to an MDT Insurance Policy, or any other claim that may exist under any MDT Insurance Policy against any MDT Insurer, or enjoin the rights of the Master Disbursement Trust to prosecute any action based on or arising from the MDT Insurance Policies or the rights of the Master Disbursement Trust to assert any claim, debt, obligation, cause of action or liability for payment against an MDT Insurer based on or arising from

the MDT Insurance Policies. The provisions of this MDT Insurer Injunction are not issued for the benefit of any MDT Insurer, and no such insurer is a third-party beneficiary of this MDT Insurer Injunction. This MDT Insurer Injunction shall not enjoin, impair or affect (i) any claims between or among MDT Insurers that are not Settling MDT Insurers; (ii) the rights of current and former directors, officers, employees and authorized agents of the Debtors that are not Sackler Family Members that are preserved under the Plan; or (iii) the terms of the Master Shareholder Settlement Agreement with respect to the MDT Shareholder Insurance Rights. For the avoidance of doubt, with respect to a Person that purports to be insured under any MDT Insurance Policy, the MDT Insurer Injunction shall enjoin only derivative claims and rights. Nothing in this Plan shall determine whether any Claim or right under any MDT Insurance Policy is either derivative or direct, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released under this Plan, in accordance with applicable law.

(c) **Modifications**. To the extent the MDT Trustees make a good faith determination that some or all of the MDT Insurance Proceeds are substantially unrecoverable by the Master Disbursement Trust, the Master Disbursement Trust shall have the sole and exclusive authority at any time, upon written notice to any affected MDT Insurer, to terminate, reduce or limit the scope of this MDT Insurer Injunction with respect to any MDT Insurer; *provided* that any termination, reduction, or limitation of the MDT Insurer Injunction (A) shall apply in the same manner to all beneficiaries of the Creditor Trusts that are MDT Beneficiaries and (B) shall comply with any procedures set forth in the MDT Agreement.

(d) **Non-Limitation of MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of this Section 10.10, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the MDT Insurer Injunction issued in connection with the Plan.

**10.11** ***Settling MDT Insurer Injunction***.

(a) Terms. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any Settling MDT Insurer, solely to the extent that such Settling MDT Insurer has been released from such Claim under such MDT Insurance Policy pursuant to an MDT Insurance Settlement, including:

(i) commencing, conducting or continuing in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(iii) creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to such Claim based on, arising under or attributable to such MDT Insurance Policy.

(b) **Reduction of Insurance Judgments.** Any right, Claim or cause of action that an Insurance Company may have been entitled to assert against any Settling MDT Insurer but for the Settling MDT Insurer Injunction, if any such right, Claim or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim or cause of action solely as a setoff claim against the Master Disbursement Trust and not against or in the name of the Settling MDT Insurer in question. Any such right, Claim or cause of action to which an Insurance Company may be entitled shall be solely in the form of a setoff against any recovery of the Master Disbursement Trust from that Insurance Company, and under no circumstances shall that Insurance Company receive an affirmative recovery of funds from the Master Disbursement Trust or any Settling MDT Insurer for such right, Claim or cause of action. In determining the amount of any setoff, the Master Disbursement Trust may assert any legal or equitable rights the Settling MDT Insurer would have had with respect to any right, Claim or cause of action.

(c) **Modifications**. There can be no modification, dissolution or termination of the Settling MDT Insurer Injunction, which shall be a permanent injunction.

(d) **Non-Limitation of Settling MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of this Section 10.11, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling MDT Insurer Injunction issued in connection with the Plan.

**10.12** ***Exculpation***.

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Cause of Action for any Claim in connection with, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Restructuring Transactions, the Plan, the Master Disbursement Trust (including the Master TDP and the MDT Agreement), the Creditor Trusts (including the Creditor Trust TDPs and the other Creditor Trust Documents) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing, in each case other than Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act or constitutes fraud, gross negligence or willful misconduct. This exculpation shall be in addition to,

and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, this Section 10.12 shall not exculpate or release any Exculpated Party with respect to any act or omission of such Exculpated Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence or willful misconduct, including findings after the Effective Date. Notwithstanding anything herein to the contrary, nothing in the Plan shall release any Causes of Action that may be asserted against any Excluded Party.

**10.13** ***Injunction Related to Releases and Exculpation***.

To the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Causes of Action released pursuant to this Plan, including, without limitation, the Causes of Action released or exculpated in this Plan and with respect to any Claims, Interests, Liens, other encumbrances or liabilities that are subject to Sections 5.3(b), 5.4(c) or 5.6(b) of the Plan (but, for the avoidance of doubt, excluding any Excluded Claims).

**10.14** ***Subordinated Claims***.

The allowance, classification and treatment of all Claims and Interests and the respective Distributions and treatments in respect thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509(c), 510(a), 510(b) or 510(c) of the Bankruptcy Code or otherwise. Pursuant to sections 509(c) and 510 of the Bankruptcy Code or otherwise, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal or equitable subordination relating thereto.

**10.15** ***Preservation of Causes of Action and Reservation of Rights***.

As of the Effective Date, (a) the Master Disbursement Trust shall have the right to prosecute any and all MDT Causes of Action, (b) the Plan Administration Trust shall have the right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of Claims against the Debtors (other than Channeled Claims) or the other responsibilities of the Plan Administration Trustee in accordance with the PAT Agreement, (c) each Creditor Trust shall have the right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of the applicable Channeled Claims in accordance with the applicable Creditor Trust TDP and (d) NewCo shall have the right to prosecute any and all Retained Causes of Action constituting NewCo Transferred Assets. Pursuant to section 1123(b) of the Bankruptcy Code, except as expressly provided in Sections 10.5 through 10.13 of the Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Causes of Action that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including but not limited to any actions specifically enumerated in the Schedule of Retained Causes of Action. Subject to Sections 10.5 through 10.13 of the Plan, all such Causes of Action shall be transferred to the Master Disbursement Trust, the Plan Administration Trust, the applicable Creditor Trust or NewCo, as applicable, which shall have, retain, reserve and be entitled to assert all such Causes of Action in accordance with the Plan as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights with respect to any Claim or Interest may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

**10.16** ***Ipso Facto and Similar Provisions Ineffective***.

Any term of any policy, contract or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent such policy, contract, or other obligation is conditioned on, creates an obligation of any Debtor as a result of, or gives rise to a right of any Person based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of this Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring Transactions.

**10.17** ***No Successor Liability***.

Except as otherwise expressly provided in this Plan and the Confirmation Order, each of NewCo, the Foundation, the Master Disbursement Trust, the Plan Administration Trust and the Creditor Trusts (a) is not, and shall not be deemed to assume, agree to perform, pay or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the Assets of the Debtors on or prior to the Effective Date, (b) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date and (c) shall not have any successor or transferee liability of any kind or character.

**10.18** ***Co-Defendant Defensive Rights***.

Except as provided in the MDT Insurer Injunction, the Settling MDT Insurer Injunction or clause (ii) of the penultimate sentence of this Section 10.18, notwithstanding anything to the contrary in this Article X or in the Plan as it currently exists or as it might be further amended, the Confirmation Order or any order entered in connection with the Plan (or the Plan as amended) (or any such order, as amended, modified or supplemented), or any supplement to the Plan (or the Plan as amended), nothing contained in the Plan or any of the foregoing documents or orders (including, without limitation, the classification, treatment, allowance, disallowance, release, bar, injunction, Channeling Injunction or any other provision of the Plan or the Plan as amended with respect to, impacting, affecting, modifying, limiting, subordinating, impairing, in any respect, a Co-Defendant Claim), will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any Co-Defendant Defensive Rights of any Holder of a Co-Defendant Claim or Excluded Party as such rights exist or might in the future exist under applicable non-bankruptcy law. Nothing in the Plan, any of the Plan Documents or in the Confirmation Order shall preclude, operate to or have the effect of, impairing any Holder of a Co-Defendant Claim or Excluded Party from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law. Nothing in the Plan, any of the Plan Documents or the Confirmation Order shall be deemed to waive any Co-Defendant Defensive Rights, and nothing in the Chapter 11 Cases, the Plan, any of the Plan Documents or the Confirmation Order may be used as evidence of any determination regarding any Co-Defendant Defensive Rights, and under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel or consent in response to the assertion of any Co-Defendant Defensive Rights. This Section 10.18 shall be included in the Confirmation Order. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise defend against any Cause of Action brought by any Person against the Holder of any Co-Defendant Claim or the Excluded Party based in whole or in part on Opioid-Related Activities and (ii) shall in no case be used to seek or obtain any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Purdue Insurance Policy or any other insurance policy of a Protected Party) on account of any Released Claim or Shareholder Released Claim. The foregoing does not constitute a release of any Co-Defendant's Class 14 Claim or any other Excluded Party's Class 11(c) Claim.

**10.19** ***Reinstatement of Certain Shareholder Released Claims***.

As set forth in the Shareholder Settlement Agreements, if any Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party voluntarily or involuntarily becomes subject to an insolvency, bankruptcy, reorganization, winding-up, administration, dissolution, composition or similar proceeding, upon election by notice from the Sackler Parties' Representative, with the consent of the Master Disbursement Trust, any Estate Causes of Action against such Shareholder Released Party that were previously held by the Debtors and that were released pursuant to Section 10.7(a) of the Plan shall be reinstated in full (and the Shareholder Release provided under Section 10.7(a) of the Plan shall be deemed null and void with respect thereto, and the Channeling Injunction shall terminate, be rescinded and have no application with respect thereto) and the Master Disbursement Trust, in its sole discretion and upon receipt of an advance for fees and expenses provided by the Shareholder Released Parties in an amount determined by the Master Disbursement Trust in its sole discretion (which advance shall be repaid to the extent not used), shall utilize commercially reasonable efforts to maximize the value of any such Estate Causes of Action in such insolvency or liquidation proceeding, and any recovery shall be treated in accordance with the terms as set forth in the Shareholder Settlement Agreements.

**10.20** ***Special Provisions for United States***.

(a) As to the United States, notwithstanding anything contained in the Plan or Confirmation Order to the contrary (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement), including but not limited to this Article X, nothing in the Plan or Confirmation Order (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement) shall:

(i) limit or expand the scope of discharge, release or injunction permitted to debtors under the Bankruptcy Code. The discharge, release, and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any police or regulatory action, or any criminal action;

(ii) discharge, release, exculpate, impair or otherwise preclude: (A) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (B) any Claim of the United States arising on or after the Effective Date; (C) any liability of the Debtors under police or regulatory statutes or regulations to the United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (D) any liability to the United States, including but not limited to any liabilities arising under the IRC, the environmental laws, the criminal laws, the civil laws or common law, of any Person, including any Released Parties, Shareholder Released Parties or any Exculpated Parties, in each case, other than the Debtors; *provided*, *however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (y) diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code or (z) change the treatment of the DOJ Forfeiture Judgment Claim

pursuant to Section 2.3 of the Plan or the treatment of the Federal Government Unsecured Claims pursuant to Section 4.3 of the Plan;

(iii) enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding clause (ii); *provided*, *however*, that the non-bankruptcy rights and defenses of all Persons with respect to (A) – (D) in clause (ii) are likewise fully preserved;

(iv) affect any valid right of setoff or recoupment of the United States against any of the Debtors; *provided*, *however*, that the rights and defenses of the Debtors with respect thereto are fully preserved (other than any rights or defenses based on language in the Plan or the Confirmation Order that may extinguish setoff or recoupment rights);

(v) divest any court, commission or tribunal of jurisdiction to determine whether any liabilities asserted by the United States are discharged or otherwise barred by this Confirmation Order, the Plan or the Bankruptcy Code; *provided*, *however*, that the Bankruptcy Court shall retain jurisdiction as set forth in and pursuant to the terms of the Plan to the extent permitted by law; or

(vi) be deemed to (A) determine the tax liability of any Person, including but not limited to the Debtors, (B) have determined the federal tax treatment of any item, distribution or Entity, including the federal tax consequences of the Plan or Confirmation Order, or (C) expressly expand or diminish the jurisdiction of the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment under the Bankruptcy Code and 28 U.S.C. §§ 157, 1334.

For the avoidance of doubt, the Channeling Injunction set forth in Section 10.8 of the Plan does not apply to the rights and causes of action protected by this Section 10.20.

(b) Notwithstanding anything to the contrary herein, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall release claims held by the United States of America against the Shareholder Released Parties; *provided* that, for the avoidance of doubt, nothing in the Plan, Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall limit the releases contained in the Settlement Agreement between the United States of America and Purdue Pharma L.P., executed on October 21, 2020, or the Settlement Agreement between the United States of America and Dr. Richard Sackler, David Sackler, Mortimer D.A. Sackler, Kathe Sackler, and the Estate of Jonathan Sackler, executed on October 21, 2020.

(c) Several of the Debtors are parties to the various following agreements with the Secretary of the Department of Health and Human Services under which the Debtors owe rebates to third parties:

(i) The Medicare Coverage Gap Discount Program Agreement is established under 42 U.S.C. §§ 1395w-l14A, 1395w-153 and is required should manufacturers wish to have coverage for their products under Medicare Part D. Under the Medicare Coverage Gap Discount Program Agreement, manufacturers agree to reimburse Medicare Part D plan sponsors for certain Coverage Gap discounts the plans provide to Medicare beneficiaries in the Part D coverage gap. The Centers for Medicare & Medicaid Services require that a new entity that seeks to assume a Medicare Coverage Gap Discount Program Agreement enter into a novation agreement with the Centers for Medicare & Medicaid Services with respect to the transfer of such agreement. The Debtors that have entered into Medicare Coverage Gap Discount Program Agreements with the Secretary are: Purdue Pharma L.P. (P1180) and Rhodes Pharmaceuticals L.P. (P1281);

(ii) The Medicaid Drug Rebate Program, established under section 1927 of the Social Security Act, requires manufacturers to enter into National Drug Rebate Agreements with the Secretary for the coverage and payment of a manufacturer's covered outpatient drugs. Under the Medicaid Drug Rebate Program, if a manufacturer has entered into and has in effect a National Drug Rebate Agreement, Medicaid covers and pays for all of the drugs of that manufacturer dispensed and paid for under the state plan, and in return manufacturers pay applicable rebates to the states. The Debtors that have National Drug Rebate Agreements and the labeler codes associated with the National Drug Rebate Agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912);

(iii) Manufacturers with National Drug Rebate Agreements must also comply with the Drug Pricing Program under section 340B of the Public Health Service Act, 42 U.S.C. § 256b, and have Pharmaceutical Pricing Agreements with the Secretary of the Department of Health and Human Services. Under the Pharmaceutical Pricing Agreements, manufacturers agree to charge a price for covered outpatient drugs that will not exceed the average manufacturer price decreased by a rebate percentage. The Debtors that have Pharmaceutical Pricing Agreements and the labeler codes associated with such agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912); and

(iv) The Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above provide that, in the event of a transfer of ownership, such agreements are automatically assigned to the new owner and all terms and conditions of such agreements remain in effect as to the new owner. Accordingly, notwithstanding anything contained in the

Plan or the Confirmation Order which may be to the contrary, the Debtors shall assume such agreements pursuant to section 365 of the Bankruptcy Code, and upon the Effective Date, the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above shall be assigned to NewCo. NewCo, as the new owner, will assume the obligations of the Debtors who are parties under such agreements from and after the Effective Date, and to fully perform all the duties and responsibilities that exist under such agreements in accordance with their terms, including the payment of discounts owed to Part D Plan sponsors or payment of rebates owed to states and wholesalers for quarters prior to the Effective Date. For the avoidance of doubt, NewCo shall be liable for any outstanding rebates or discounts owed to third parties (and any applicable interest thereon) arising prior to the Effective Date, as well as any penalties associated with noncompliance by the Debtors with the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above prior to the Effective Date.

(d) Notwithstanding anything to the contrary herein, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall bind the United States in any application of statutory, or associated regulatory, authority grounded in Title 19 of the Social Security Act, 42 U.S.C. § 1396-1 et seq. (the "***Medicaid Program***") or in section 1115 of Title 11 of the Social Security Act. The United States is neither enjoined nor in any way prejudiced in seeking recovery of any funds owed to the United States under the Medicaid Program.

**ARTICLE XI RETENTION OF JURISDICTION.**

**11.1** ***Retention of Jurisdiction***.

(a) The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(i) to hear and determine applications for the assumption or rejection of executory contracts and unexpired leases and any Disputed Cure Claims or Disputed Claims in respect of rejection damages resulting therefrom;

(ii) to hear and determine any motions, adversary proceedings, applications, contested matters and other litigated matters pending on, or commenced after, entry of the Confirmation Order;

(iii) to hear and resolve any disputes arising from or related to (A) any orders of the Bankruptcy Court still in effect granting relief under Bankruptcy Rule 2004 or (B) any protective orders entered by the Bankruptcy Court in connection with the foregoing (including the Protective Order);

(iv) to ensure that Distributions to Holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(v) to consider Claims or the allowance, classification, priority, compromise, estimation or payment of any Claim, including any Administrative Claim or, solely to the extent provided in the Master TDP and/or the applicable Creditor Trust TDP, any Channeled Claim;

(vi) to enter, implement or enforce such orders as may be appropriate in the event that the Confirmation Order is, for any reason, stayed, reversed, revoked, modified or vacated;

(vii) to issue and enforce injunctions, enter and implement other orders and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of this Plan, the Confirmation Order or any other order of the Bankruptcy Court;

(viii) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(ix) to hear and determine all Professional Fee Claims;

(x) to resolve disputes concerning any reserves with respect to Non-Participating Channeled Claims and other Disputed Claims or the administration thereof;

(xi) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of the Plan or the Confirmation Order or any agreement, instrument or other document governing, or related to, any of the foregoing, including the Plan Documents;

(xii) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute and consummate this Plan, including any release (including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases), exculpation or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(xiii) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(xiv) to hear, determine and resolve disputes arising in connection with the interpretation, implementation or enforcement of the Plan or Confirmation Order;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date established in the Chapter 11 Cases or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(xvi) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements;

(xvii) to hear and determine disputes arising in connection with the MDT Claims or operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(xviii) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Creditor Trust Documents, and to hear and determine disputes concerning violations of the Confirmation Order or the use of funds from the Creditor Trusts in a manner inconsistent with the applicable Creditor Trust Documents; *provided* that, with respect to the Governmental Remediation Trust and the Tribe Trust, such jurisdiction shall be concurrent and not exclusive to the extent set forth in the Governmental Remediation Trust Documents and the Tribe Trust Documents, respectively, as in effect on the Effective Date;

(xix) to hear and resolve any disputes arising from or related to (A) Liens, collateral, or other forms of credit protections that are granted or otherwise effected pursuant to the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements, or (B) any other attempt by any Person to seek orders of attachment, Liens, or collateral involving any Assets, in full or in part, of the Shareholder Released Parties;

(xx) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order;

(xxi) to hear and determine all matters relating to the Plan Settlements, to the extent permitted under applicable law; and

(xxii) to enter a final decree closing each of the Chapter 11 Cases.

(b) The Bankruptcy Court shall retain concurrent, rather than exclusive, jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan to, among other things, hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code), and to hear and resolve or recommend resolution of disputes related to the MDT Insurance Rights.

(c) Notwithstanding anything in this Article XI to the contrary, the resolution of Channeled Claims against the Debtors and the forum in which such resolution shall be determined shall be governed by, and in accordance with, Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, if applicable.

(d) By consenting to the treatment provided by this Plan or otherwise supporting the Plan, no State or Tribe shall be construed to have waived any claim of Sovereign Immunity that it may have in any other action or proceeding, including any action or proceeding occurring after the Effective Date.

(e) Nothing in this Article XI shall be construed to alter the jurisdiction of a court in which an Opt-Out Class Action is pending or was adjudicated in respect of such Opt-Out Class Action.

(f) As of the earlier of the Effective Date or the expiration of the Preliminary Injunction, all Persons are permanently enjoined from commencing, conducting, or continuing, directly or indirectly, any litigation or prosecution of an Estate Cause of Action (including in any proceeding in a judicial, arbitral, administrative, or other forum). Any Person seeking to commence, conduct, or continue litigation or prosecution of a Cause of Action against a Shareholder Released Party or a Released Party may, but is not required to, seek a prior determination in the Bankruptcy Court that a Cause of Action is not an Estate Cause of Action. If any Person commences, conducts or continues litigation or prosecution of such Cause of Action without a prior determination by the Bankruptcy Court, the Person against which such Cause of Action was asserted, and the Master Disbursement Trust or NewCo, shall be entitled to make an emergency application to the Bankruptcy Court for a determination that such Cause of Action is an Estate Cause of Action and that the injunction in this Section 11.1(f) has been violated. In either event, the determination whether or not a Cause of Action is an Estate Cause of Action shall be based on an appropriate evidentiary record, and the only Persons with standing to be heard shall be: (i) the Person seeking to bring such Cause of Action; (ii) the Person or entity against which such Cause of Action would be or has been brought; or (iii) the Debtors, the Creditors' Committee, the PAT, each Governmental Consent Party, the Master Disbursement Trust or NewCo. Upon determining that a violation of the injunction has occurred, damages may be awarded in the amount of attorneys' fees and other litigation costs and expenses incurred by the Person against which the Estate Cause of Action was brought or who is otherwise seeking to enforce the injunction, including in connection with litigation or prosecution of the Estate Cause of Action and in connection with enforcing the injunction in this Section 11.1(f) subject to the discretion of the Bankruptcy Court. Without limiting the foregoing, the Bankruptcy Court, in its discretion, also may award any additional appropriate relief against a violating Person and may award any sanctions against any other Person engaging in otherwise sanctionable conduct in connection with the enforcement of the injunction in this Section 11.1(f).

## ARTICLE XII MISCELLANEOUS PROVISIONS.

### 12.1 *Exemption from Certain Transfer Taxes*.

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan pursuant to (a) the issuance, distribution, transfer or

exchange of any debt, equity security or other interest in the Debtors, (b) the Restructuring Transactions, (c) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means, or (d) the making, assignment, recording or surrender of any lease or sublease, or the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any deeds, bills of sale or other assignments or instruments of transfer, or assignments executed in connection with any disposition of Assets contemplated by the Plan (including transfers of Assets to and by the Debtors, the Plan Administration Trust, NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles tax, transfer tax (including real estate transfer tax), mortgage tax or mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and the appropriate federal, state, provincial or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**12.2** ***Dates of Actions to Implement Plan***.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

**12.3** ***Amendments***.

(a) **Plan Modifications**. This Plan may be amended, modified or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; *provided* that (i) any such amendment, modification or supplement shall be reasonably acceptable to the Governmental Consent Parties; *provided further* that any such amendment, modification or supplement that expands the scope of the Releases or modifies any provision relating to the MDT Insurance Policies (including the scope thereof) or the transfer of the MDT Insurance Rights shall be acceptable to the Governmental Consent Parties, (ii) any such amendment, modification or supplement shall be reasonably acceptable to the Creditors' Committee to the extent that it (A) relates to the MDT Insurance Rights, (B) modifies Section 5.9 of the Plan as it relates to payment of the attorneys' fees and costs of Holders of Healthcare Provider Claims, Third-Party Payor Claims, or PI Claims, the Ad Hoc Group of Individual Victims, the Ratepayer Mediation Participants or the NAS Committee, (C) modifies the Creditors' Committee's consent rights under the Plan, (D) expands the scope of the Releases or (E) materially and adversely affects the treatment of Holders of Healthcare Provider Claims, Third-Party Payor Claims, PI Claims, ER Physician Claims or Other General Unsecured Claims (it being understood that (x) any reduction in the amount of any Initial Private Creditor Trust Distribution, the PI Trust Obligation or any Private Creditor Trust's MDT Claim, (y) any elimination of any consent rights in favor of such Holders or (z) any modification to Section 5.2, 5.6 or 5.7 of the Plan to the extent such modification relates to the Master Disbursement Trust or a Private Creditor Trust shall constitute such a material and adverse effect), and (iii) any such amendment, modification or supplement shall be acceptable to the Sackler Parties' Representative with respect to the Specified Shareholder Provisions and, to the extent set forth in the Master Shareholder Settlement Agreement, reasonably acceptable to the Sackler Parties' Representative with respect to modification of terms relating to the rights, obligations, or interests of the Shareholder Released Parties; *provided* that solely with respect to the Creditor Trust Documents, such consent shall only apply to the extent set forth in the Master Shareholder Settlement Agreement. In addition, after the Confirmation Date, as long as such action does not materially and adversely affect the treatment

of Holders of Allowed Claims pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified or supplemented.

(b) **Certain Technical Amendments**. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, *however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of Holders of Claims and Interests under this Plan.

**12.4** ***Revocation or Withdrawal of Plan***.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors; *provided* that each Debtor shall be entitled to revoke this Plan only in full and not in part. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) this Plan and the Plan Documents shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts and unexpired leases effected by this Plan and any document or agreement executed pursuant to this Plan (including the Plan Documents) shall be deemed null and void; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person; *provided* that any provisions under the Shareholder Settlement Agreements that are expressly contemplated to survive revocation or reversal of the Plan shall survive.

**12.5** ***Payment of Statutory Fees***.

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on or before the Effective Date by the Debtors. After the Effective Date, the Plan Administration Trust shall assume liability for and shall pay, or cause to be paid, any and all quarterly fees owed to the U.S. Trustee when due in accordance with applicable law, and shall continue to file, or cause to be filed, with the Bankruptcy Court quarterly reports to show the calculation of such fees for the Debtors' Estates. Each of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until such Debtor's Chapter 11 Case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

**12.6** ***Severability***.

(a) Notwithstanding anything else contained in the Plan, (i) the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction (A) are integrated with and integral to all other provisions of the Master Shareholder Settlement Agreement, the Plan and the Plan Documents, (B) are not and shall not be severable from the remainder of the Master Shareholder Settlement Agreement, the Plan or the Plan Documents and (C) shall not be excised or modified other than in accordance with the Plan and the Master Shareholder Settlement Agreement and (ii) if the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction are deemed null, void, illegal or unenforceable, then the terms, provisions, covenants and restrictions of the Master Shareholder Settlement Agreement and the Plan shall be void and shall not remain in force or effect, except as specifically and expressly stated otherwise in the Master Shareholder Settlement Agreement or the Plan, or as specifically and expressly agreed in writing by all parties to the Master Shareholder Settlement Agreement.

(b) If, prior to entry of the Confirmation Order, any term or provision of this Plan that is not related to the Master Shareholder Settlement Agreement or the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section 12.6, is valid and enforceable pursuant to its terms.

(c) The impact of any modification, reversal, or vacatur of the Confirmation Order, the Plan, or the Shareholder Settlements following the Effective Date will be governed by the Master Shareholder Settlement Agreement.

**12.7** ***Governing Law***.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that a Plan Document provides otherwise, the rights, duties and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

**12.8** ***Immediate Binding Effect***.

Subject only to Bankruptcy Rules 3020(e), 6004(h) and 7062, as applicable, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the other Protected Parties, all Holders of Claims against or Interests in the Debtors, all Holders of Channeled Claims, all Releasing Parties and each of their respective successors and assigns.

**12.9** ***Successors and Assigns***.

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or permitted assign, if any, of each such Person.

**12.10** ***Entire Agreement***.

On the Effective Date, this Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations concerning such documents, all of which have become merged and integrated into this Plan.

**12.11** ***Computing Time***.

In computing any period of time prescribed or permitted by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.12** ***Exhibits to Plan***.

All exhibits, schedules, supplements and appendices to this Plan (including the Plan Supplement) are incorporated into and are part of this Plan as if set forth in full herein.

**12.13** ***Notices***.

All notices, requests and demands to or upon the Debtors shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Attn: Marshall S. Huebner, Benjamin S. Kaminetzky, Eli J. Vonnegut,
Christopher S. Robertson, Joshua Y. Sturm and Abraham Bane.

*Counsel to the Debtors*
*and Debtors in Possession*

After the occurrence of the Effective Date, the Plan Administration Trustee shall have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, *however*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Debtors and the Plan Administration Trustee are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those Entities that have filed such renewed requests.

**12.14** ***Dissolution of the Creditors' Committee***.

On the Effective Date, the Creditors' Committee will dissolve; *provided*, *however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professional Persons and requests for allowance of fees and/or expenses under section 503(b) of the Bankruptcy Code, (b) any appeals of, or related to, the Confirmation Order or (c) any other appeal to which the Creditors' Committee is a party. Upon the dissolution of the Creditors' Committee, the Creditors' Committee, each of its members (including each officer, director, employee or agent thereof) and its respective Professional Persons will cease to have any duty, obligation or responsibility arising from, or related to, the Chapter 11 Cases and shall be released and discharged from all rights and duties from, or related to, the Chapter 11 Cases.

**12.15** ***Reservation of Rights***.

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provisions of this Plan or the taking of any action by the Debtors with respect to this Plan shall be, or deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claim or Interest prior to the Effective Date.

Dated: [●], 2025
By: */s/ [●]*
Name: [●]
Title: Authorized Signatory

**PURDUE PHARMA L.P.**
**PURDUE PHARMA INC.**
**PURDUE TRANSDERMAL TECHNOLOGIES L.P.**
**PURDUE PHARMA MANUFACTURING L.P.**
**PURDUE PHARMACEUTICALS L.P.**
**IMBRIUM THERAPEUTICS L.P.**
**ADLON THERAPEUTICS L.P.**
**GREENFIELD BIOVENTURES L.P.**
**SEVEN SEAS HILL CORP.**
**OPHIR GREEN CORP.**
**PURDUE PHARMA OF PUERTO RICO**
**PURDUE PRODUCTS L.P.**
**PURDUE PHARMACEUTICAL PRODUCTS L.P.**
**PURDUE NEUROSCIENCE COMPANY**
**NAYATT COVE LIFESCIENCE INC.**
**BUTTON LAND L.P.**
**RHODES ASSOCIATES L.P.**
**PAUL LAND INC.**
**QUIDNICK LAND L.P.**
**RHODES PHARMACEUTICALS L.P.**
**RHODES TECHNOLOGIES**
**UDF LP**
**SVC PHARMA LP**
**SVC PHARMA INC.**

**EXHIBIT A**

**Hospitals in Class 7 (Healthcare Provider Claims)**

| Claimant Name | Claim No. |
|---|---|
| Acquisition Bell Hospital, LLC | 149170 |
| Affinity Hospital, LLC | 148659 |
| AHS Claremore Regional Hospital, LLC | 149249 |
| AHS Cushing Hospital, LLC | 149250 |
| AHS Henryetta Hospital, LLC | 149251 |
| AHS Hillcrest Medical Center, LLC | 149252 |
| AHS Pryor Hospital, LLC | 149253 |
| AHS Southcrest Hospital, LLC | 149255 |
| Aiken Regional Medical Centers, LLC | 149138 |
| Allegheny Health Network | 254160 |
| Allegheny Health Network | 214810 |
| Allegiance Hospital of Many, LLC | 149274 |
| Allegiance Hospital of North Little Rock, LLC | 149307 |
| Allegiance Medical Center of Ruston, LLC | 146401 |
| Alliance Healthcare System | 148859 |
| American Hospital Management Corporation | 148898 |
| Amery Regional Medical Center, Inc. | 148933 |
| AMISUB (SFH), Inc. | 148634 |
| Amisub of South Carolina, Inc. | 148643 |
| Anderson Regional Health System | 148766 |
| Anna Hospital Corporation | 148878 |
| Appalachian Regional Healthcare, Inc. (ARH) | 148600 |
| ARH Mary Breckinridge Health Services, Inc. | 148601 |
| ARMC, L.P. | 148748 |
| Ashley Valley Medical Center, LLC | 149171 |
| Athens Hospital, LLC | 149263 |
| Athens Regional Medical Center, LLC | 149172 |
| Attentus Moulton, LLC | 146064 |
| Avera Gettysburg | 148950 |
| Avera Granite Falls | 148952 |
| Avera Holy Family | 148947 |
| Avera Marshall | 148944 |
| Avera McKennan | 148942 |
| Avera Queen of Peace | 148941 |
| Avera St. Anthony's Hospital | 148948 |
| Avera St. Luke's | 148940 |

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|---|---|
| Avera St. Mary's | 148945 |
| Avera Tyler | 148951 |
| Bacon County Hospital, Georgia | 148176 |
| Bailey Medical Center, LLC | 149254 |
| Baptist Health Madisonville, Inc. | 148814 |
| Baptist Health Richmond, Inc. | 148815 |
| Baptist Healthcare System, Inc. | 148813 |
| Baptist Hospital, Inc. | 149154 |
| Baptist Medical Center - Leake, Inc. | 148770 |
| Baptist Medical Center - Yazoo, Inc. | 148769 |
| Baptist Memorial Hospital | 148779 |
| Baptist Memorial Hospital - Booneville, Inc. | 148778 |
| Baptist Memorial Hospital - Calhoun, Inc. | 148772 |
| Baptist Memorial Hospital - Collierville | 148777 |
| Baptist Memorial Hospital - DeSoto, Inc. | 148776 |
| Baptist Memorial Hospital - Golden Triangle, Inc. | 148774 |
| Baptist Memorial Hospital - Huntingdon | 148782 |
| Baptist Memorial Hospital - North Mississippi, Inc. | 148773 |
| Baptist Memorial Hospital - Tipton | 148780 |
| Baptist Memorial Hospital - Union City | 148783 |
| Baptist Memorial Hospital - Union County, Inc. | 148775 |
| Baptist Memorial Hospital-Jonesboro, Inc. | 148781 |
| Bartow Regional Medical Center, Inc. | 149289 |
| Bay Area Healthcare Group, Inc. | 149093 |
| BAY HOSPITAL, INC. | 149021 |
| BayCare Alliant Hospital, Inc. | 147620 |
| Bayfront HMA Medical Center, LLC | 148681 |
| BBH BMC, LLC | 148637 |
| BBH CBMC, LLC | 148639 |
| BBH PBMC, LLC | 148636 |
| BBH SBMC, LLC | 148638 |
| BBH WBMC, LLC | 148635 |
| Berwick Hospital Company LLC | 148727 |
| Bienville Medical Center, Inc. | 149280 |
| Big Bend Hospital Corporation | 148887 |
| Big Spring Hospital Corporation | 148819 |
| Biloxi HMA, LLC | 148701 |
| Blessing Hospital | 148923 |
| BlessingCare Corporation | 148924 |
| Blount Memorial Hospital, Incorporated | 148986 |
| Blue Island Hospital Company, LLC | 148871 |

| | |
|---|---|
| Blue Mountain Hospital | 147759 |
| Blue Ridge Georgia Hospital Company, LLC | 148869 |
| Bluefield Hospital Company, LLC | 148763 |
| Bluffton Health System, LLC | 148691 |
| BMC Attala, LLC | 148768 |
| Boa Vida Hospital of Aberdeen, MS, LLC | 148895 |
| Bon Secours Depaul Medical Center, Inc. | 65187 |
| Bon Secours Health System, Inc. | 70051 |
| Bon Secours Hospital Baltimore Inc. | 65412 |
| Bon Secours-Memorial Regional Medical Center, Inc. | 65160 |
| Bon Secours-Richmond Community Hospital, Incorporated | 65191 |
| Bon Secours-St. Francis Medical Center, Inc. | 65171 |
| Bon Secours-St. Francis Xavier Hospital, Inc. | 65186 |
| Bon Secours-St. Mary's Hospital of Richmond, Inc. | 65036 |
| Bourbon Community Hospital, LLC | 149173 |
| Bowling Green-Warren County Community Hospital Corporation | 148810 |
| Brandon HMA, LLC | 148705 |
| Braxton County Memorial Hospital, Inc. | 148827 |
| BRIGHAM CITY COMMUNITY HOSPITAL, INC. | 149120 |
| Broaddus Hospital Association | 148835 |
| Brownwood Hospital, L.P. | 148752 |
| BSA Hospital, LLC | 149256 |
| Bullhead City Hospital Corporation | 148667 |
| Bullock County Hospital | 146495 |
| Burleson County Hospital District | 146588 |
| Burleson County Hospital District | 147480 |
| Burleson County Hospital District | 86886 |
| Cache Valley Specialty Hospital, LLC | 149121 |
| Camden-Clark Memorial Hospital Corporation | 148824 |
| Cameron Parish Hospital and Psychiatric Facility | 49368 |
| Campbell County HMA, LLC | 148739 |
| Cape Canaveral Hospital, Inc. | 148899 |
| Care Plan Oversight, LLC | 146092 |
| CARLSBAD MEDICAL CENTER, LLC | 148715 |
| Carolinas Medical Alliance, Inc. | 148732 |
| Carondelet St. Joseph's Hospital | 148619 |
| Carondelet St. Mary's Hospital | 148618 |
| CARTERSVILLE MEDICAL CENTER, LLC | 149049 |
| Carthage Hospital, LLC | 149264 |
| Castleview Hospital, LLC | 149174 |
| Cedar Park Health System, L.P. | 148756 |

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|---|---|
| CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC | 149071 |
| CentraCare Health System | 148939 |
| Central Florida Regional Hospital, Inc. | 149015 |
| CENTRAL TENNESSEE HOSPITAL CORPORATION | 149091 |
| CGH Hospital, Ltd. | 148651 |
| Charles A. Dean Memorial Hospital | 148979 |
| Charleston Area Medical Center, Inc. | 148785 |
| Charleston Hospital, Inc. | 148907 |
| Chatham County Hospital Authority, Georgia | 148219 |
| CHCA BAYSHORE, L.P. | 149101 |
| CHCA CLEAR LAKE, L.P. | 149095 |
| CHCA CONROE, L.P. | 149096 |
| CHCA Pearland, L.P. | 149100 |
| CHCA WEST HOUSTON, L.P. | 149103 |
| Chesapeake Hospital Corporation | 65098 |
| Chester HMA, LLC | 148734 |
| CHIPPENHAM & JOHNSTON-WILLIS HOSPITALS, INC. | 149128 |
| Christiana Care Health System, Inc. | 147583 |
| Citrus HMA, LLC | 148684 |
| Citrus Memorial Hospital, Inc. | 149016 |
| City Hospital, Inc. | 148825 |
| Clarksville Health System, G.P. | 148743 |
| Clay County Medical Corporation | 149160 |
| Cleveland Tennessee Hospital Company, LLC | 148744 |
| CLHG-Acadian, LLC | 149278 |
| CLHG-Avoyelles, LLC | 149272 |
| CLHG-DeQuincy, LLC | 149281 |
| CLHG-Leesville, LLC | 149273 |
| CLHG-Minden, LLC | 149277 |
| CLHG-Oakdale, LLC | 149275 |
| CLHG-Ruston, LLC | 146257 |
| CLHG-Ville Platte, LLC | 149279 |
| CLHG-Winn, LLC | 149276 |
| Clinch Valley Medical Center, Inc. | 149175 |
| CLINTON HMA, LLC | 148719 |
| Coastal Carolina Medical Center, Inc. | 148642 |
| Cocke County HMA, LLC | 148741 |
| COLISEUM MEDICAL CENTER, LLC | 149050 |
| College Station Hospital, L.P. | 148749 |
| Columbia Capital Medical Center Limited Partnership | 149176 |

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|---|---|
| COLUMBIA HOSPITAL AT MEDICAL CITY DALLAS SUBSIDIARY, L.P. | 149107 |
| COLUMBIA HOSPITAL CORPORATION OF SOUTH BROWARD | 149048 |
| COLUMBIA MEDICAL CENTER OF ARLINGTON SUBSIDIARY, L.P. | 149106 |
| COLUMBIA MEDICAL CENTER OF DENTON SUBSIDIARY, L.P. | 149108 |
| COLUMBIA MEDICAL CENTER OF LAS COLINAS, INC. | 149111 |
| COLUMBIA MEDICAL CENTER OF LEWISVILLE SUBSIDIARY, L.P. | 149112 |
| COLUMBIA MEDICAL CENTER OF MCKINNEY SUBSIDIARY, L.P. | 149113 |
| COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P. | 149110 |
| COLUMBIA NORTH HILLS HOSPITAL SUBSIDIARY, L.P. | 149114 |
| COLUMBIA OGDEN MEDICAL CENTER, INC. | 149125 |
| COLUMBIA PLAZA MEDICAL CENTER OF FORT WORTH SUBSIDIARY, L.P. | 149109 |
| COLUMBIA RIO GRANDE HEALTHCARE, L.P. | 149117 |
| Columbia Riverside, Inc. | 149008 |
| COLUMBIA VALLEY HEALTHCARE SYSTEM, L.P. | 149119 |
| COLUMBIA/ALLEGHANY REGIONAL HOSPITAL INCORPORATED | 149131 |
| COLUMBIA/HCA JOHN RANDOLPH, INC. | 149130 |
| Community Health Association | 148850 |
| Community Hospital of Andalusia, LLC | 149177 |
| Community Hospital, Inc. | 148846 |
| Community Hospital, LLC | 113484 |
| Cornerstone Regional Hospital, LP | 149139 |
| Cox Barton County Hospital | 148852 |
| Crestview Hospital Corporation | 148676 |
| Crestwood Healthcare, L.P. | 148658 |
| Crisp Regional Hospital, Inc. | 148998 |
| Crockett Hospital, LLC | 149178 |
| Danville Regional Medical Center, LLC | 149179 |
| Dardanelle Community Hospital, LLC | 149308 |
| Davis Memorial Hospital | 148834 |
| Deaconess Health System, LLC | 148720 |
| Delray Medical Center, Inc. | 148649 |
| Delta Regional Medical Center | 148897 |
| Deming Hosptial Corporation | 148883 |
| Desert Regional Medical Center, Inc. | 148612 |
| DESERT SPRINGS HOSPITAL, INC. | 148918 |

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|---|---|
| DHSC, LLC | 148890 |
| Dickenson Community Hospital | 148800 |
| District Hospital Partners, L.P. | 148922 |
| DLP Central Carolina Medical Center, LLC | 149180 |
| DLP Conemaugh Memorial Medical Center, LLC | 149181 |
| DLP Conemaugh Meyersdale Medical Center, LLC | 149182 |
| DLP Conemaugh Miners Medical Center, LLC | 149183 |
| DLP Frye Regional Medical Center, LLC | 149184 |
| DLP Harris Regional Hospital, LLC | 149185 |
| DLP Haywood Regional Medical Center, LLC | 149186 |
| DLP Maria Parham Medical Center, LLC | 149187 |
| DLP Marquette General Hospital, LLC | 149188 |
| DLP Person Memorial Hospital, LLC | 149189 |
| DLP Rutherford Regional Health System, LLC | 149190 |
| DLP Swain County Hospital, LLC | 149191 |
| DLP Twin County Regional Healthcare, LLC | 149192 |
| DLP Wilson Medical Center, LLC | 149193 |
| DOCTORS HOSPITAL OF AUGUSTA, LLC | 149052 |
| Doctors Hospital of Manteca, Inc. | 148603 |
| Doctors Medical Center of Modesto, Inc. | 148604 |
| Dodge City Healthcare Group, LLC | 149194 |
| Donalsonville Hospital, Inc. | 149002 |
| Downtown Bronx Medical Associates | 145919 |
| Drew Memorial Hospital Inc | 616050 |
| Dukes Health System, LLC | 148695 |
| Duplin General Hospital, Inc. | 148993 |
| DURANT H.M.A., LLC | 148721 |
| DVH Hospital Alliance, LLC | 149141 |
| East Baton Rouge Medical Center, LLC | 149284 |
| East Carolina Health | 148989 |
| East Carolina Health-Beaufort, Inc. | 148992 |
| East Carolina Health-Bertie | 148991 |
| East Carolina Health-Chowan, Inc. | 148990 |
| East Carolina Health-Heritage, Inc. | 148988 |
| East Cooper Community Hospital, Inc. | 148640 |
| EAST GEORGIA REGIONAL MEDICAL CENTER, LLC | 148690 |
| Eastern Idaho Health Services, Inc. | 149058 |
| Eastern Maine Medical Center | 148980 |
| EASTSIDE MEDICAL CENTER, LLC | 149053 |
| EL PASO HEALTHCARE SYSTEM, LTD. | 149094 |
| EMPORIA HOSPITAL CORPORATION | 148761 |

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|---|---|
| ENGLEWOOD COMMUNITY HOSPITAL, INC. | 149018 |
| Erie County Medical Center (ECMC)[19] | 148595 |
| Essent PRMC, L.P. | 149195 |
| Evanston Hospital Corporation | 148889 |
| Evergreen Medical Center, LLC | 148656 |
| Fairview Park, Limited Partnership | 149054 |
| Faulkton Area Medical Center Foundation, Inc. | 148967 |
| Fauquier Medical Center, LLC | 149196 |
| FAWCETT MEMORIAL HOSPITAL, INC. | 149019 |
| Fayette Community Hospital, Inc. | 149301 |
| Fayetteville Arkansas Hospital Company, LLC | 148669 |
| Field Memorial Community Hospital | 148832 |
| Flaget Healthcare, Inc. | 148931 |
| Flagler Hospital, Inc. | 148843 |
| Fleming Medical Center, LLC | 149197 |
| Florida Health Sciences Center, Inc. | 148847 |
| Flushing Hospital Medical Center | 117307 |
| Foley Hospital Corporation | 148663 |
| Forrest City Arkansas Hospital Company, LLC | 148867 |
| Fort Duncan Medical Center, L.P. | 149143 |
| Fort Payne Hospital Corporation | 148864 |
| Fort Smith HMA, LLC | 148673 |
| FORT WALTON BEACH MEDICAL CENTER, INC. | 149020 |
| Fountain Valley Regional Hospital & Medical Center | 148609 |
| FRANKFORT HOSPITAL, INC. | 149064 |
| Franklin Hospital Corporation | 148760 |
| Freeman Health System | 148903 |
| Freeman Regional Health Services | 148968 |
| Gadsden Regional Medical Center, LLC | 148662 |
| Gaffney HMA, LLC | 148735 |
| GALEN HOSPITAL ALASKA, INC | 149004 |
| GALEN OF FLORIDA, INC. | 149044 |
| GALENCARE, INC. | 149013 |
| Galesburg Hospital Corporation | 148872 |
| Georgetown Community Hospital, LLC | 149198 |
| Gilliard Health Services, Inc. | 148657 |
| Good Samaritan Hospital | 149005 |

[19] The Mediation Parties, as well as ECMC, have agreed that for purposes of the Purdue Pharma chapter 11 cases and the Hospitals Direct Sackler Settlement, Erie County Medical Center ("ECMC") shall be treated as a private acute care hospital. All Mediation Parties and ECMC reserve all rights with respect to the status of ECMC in connection with any other proceedings involving other opioid defendants.

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|---|---|
| Good Samaritan Medical Center, Inc. | 148648 |
| GPCH-GP, INC | 149069 |
| Grafton City Hospital, Inc. | 148833 |
| Granbury Hospital Corporation | 148750 |
| Grand Strand Regional Medical Center, LLC | 149086 |
| Granite City Illinois Hospital Company, LLC | 148873 |
| Grant Memorial Hospital | 148863 |
| Grant-Blackford Mental Health, Inc | 145921 |
| Grayson County Hospital Foundation, Inc. | 148858 |
| Greenbrier VMC, LLC | 148764 |
| GREENVIEW HOSPITAL, INC. | 149065 |
| Greenwood Leflore Hospital | 149157 |
| Haines City HMA, LLC | 148687 |
| Halifax Hospital District | 148845 |
| Halifax Regional Medical Center, Inc. | 148994 |
| Hardin County, Kentucky | 148927 |
| Harris County Hospital District dba Harris Health System | 147111 |
| Hartsville, LLC | 149199 |
| Havasu Regional Medical Center, LLC | 149200 |
| Hawkins County Memorial Hospital, Inc. | 148802 |
| HCA HEALTH SERVICES OF FLORIDA, INC. | 149012 |
| HCA HEALTH SERVICES OF NEW HAMPSHIRE, INC. | 149078 |
| HCA HEALTH SERVICES OF TENNESSEE, INC. | 149089 |
| HCA HEALTH SERVICES OF VIRGINIA, INC. | 149129 |
| HCA-HEALTHONE LLC | 149010 |
| HDMC Holdings, LLC | 148611 |
| Healthcare Partner Investments, LLC | 113676 |
| Heart Hospital of South Dakota, LLC | 148949 |
| Hegg Memorial Hospital | 148957 |
| Henderson Hospital, LLC | 149265 |
| HENDERSONVILLE HOSPITAL CORPORATION | 149090 |
| Hendricks Community Hospital Assn & Retirement Home | 148965 |
| Hernando HMA, LLC | 148674 |
| HH/Killeen Health System, LLC | 149258 |
| Hialeah Hospital, Inc. | 148652 |
| Highlands Hospital Corporation | 148809 |
| Hillside Hospital, LLC | 149201 |
| HILTON HEAD HEALTH SYSTEM, L.P. | 148641 |
| HMA Santa Rosa Medical Center, LLC | 148677 |
| Holmes Regional Medical Center, Inc. | 148900 |
| Holy Cross Hospital, Inc. | 148620 |

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| HOSPITAL CORPORATION OF UTAH | 149122 |
| Hospital Development of West Phoenix, Inc. | 148615 |
| Hospital Menonita Caguas, Inc. | 75149 |
| Hospital Menonita Guayama, Inc. | 75172 |
| Hospital of Barstow, Inc. | 148866 |
| Hospital of Louisa, Inc. | 148879 |
| Hospital of Morristown, Inc. | 148740 |
| Hot Springs National Park Hospital Holdings, LLC | 149202 |
| Houston - PPH, LLC | 149098 |
| Houston Northwest Operating Company, L.L.C. | 149099 |
| HTI MEMORIAL HOSPITAL CORPORATION | 149092 |
| Hudson Hospital, Inc. | 148935 |
| Hudson Regional Hospital | 117163 |
| Hughston Hospital, Inc. | 149300 |
| Infirmary Health Hospitals, Inc. | 135431 |
| Inland Hospital | 148981 |
| Integris - Bass Pavilion (FKA - Northwest Specialty Hospital) | 114397 |
| Integris Health - Baptist Medical Center | 115089 |
| Integris Health - Bass Baptist Hospital | 115158 |
| Integris Health - Canadian Valley Hospital | 114566 |
| Integris Health - Edmond | 115770 |
| Integris Health - Lakeside Women's Hospital | 112990 |
| Integris Health - MC Portland Ave. | 113710 |
| Integris Health - Miami Hospital | 114321 |
| Integris Health - Southwest Medical Center | 115529 |
| Integris Health, Inc | 113101 |
| Integris Heatlh - Grove Hospital | 115113 |
| Ivy Creek of Butler, LLC | 146535 |
| Ivy Creek of Elmore, LLC | 146507 |
| Ivy Creek of Tallapoosa, LLC | 146547 |
| Jackson HMA, LLC | 148704 |
| Jackson Hospital & Clinic, Inc. | 148792 |
| Jackson Hospital Corporation | 148881 |
| Jacksonville Hospital, LLC | 149266 |
| Jamaica Hospital and Medical Center | 118550 |
| Jay Hospital, Inc. | 149155 |
| Jefferson County HMA, LLC | 148738 |
| Jefferson Parish Hospital Service District No. 1 | 147695 |
| Jefferson Parish Hospital Service District No. 2 | 115109 |
| Jennie Stuart Medical Center | 148855 |
| JFK MEDICAL CENTER LIMITED PARTNERSHIP | 149023 |

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|---|---|
| JFK Memorial Hospital, Inc. | 148613 |
| Johns Hopkins Health System Corp. | 254159 |
| Johnston Memorial Hospital, Inc. | 148803 |
| KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC | 148724 |
| KENDALL HEALTHCARE GROUP, LTD. | 149024 |
| Kennett HMA, LLC | 148711 |
| Kentucky Hospital, LLC | 149203 |
| Key West HMA, LLC | 148682 |
| Kingman Hospital, Inc. | 148837 |
| Kirksville Missouri Hospital Company, LLC | 148712 |
| Knox Hospital Company, LLC | 148694 |
| KPH-CONSOLIDATION, INC. | 149097 |
| La Porte Hospital Company, LLC | 148696 |
| Lafayette General Health System, Inc. | 111425 |
| Lake Cumberland Regional Hospital, LLC | 149205 |
| Lake Hospital System, Inc. | 115152 |
| Lake Shore HMA, LLC | 148688 |
| Lake Wales Hospital Corporation | 148675 |
| Lakeland Community Hospital, Inc. | 146125 |
| Lakeland Community Hospital, Inc., | 148892 |
| Lakeshore Home Health Care, LLC | 146147 |
| LAKEVIEW MEDICAL CENTER, LLC | 149066 |
| Lakeview Mem Hosp Assoc Inc | 148934 |
| Lakewood Regional Medical Center, Inc. | 148607 |
| Lancaster Hospital Corporation (CA) | 149146 |
| Lancaster Hospital Corporation (DE) | 148737 |
| Landmann-Jungman Memorial Hospital Corporation | 148953 |
| Laredo Regional Medical Center, LP | 149142 |
| Laredo Texas Hospital Company, L.P. | 148754 |
| LARGO MEDICAL CENTER, INC. | 149026 |
| Larkin Community Hospital Palm Springs Campus, LLC | 148839 |
| Larkin Community Hospital, Inc. | 148838 |
| Las Cruces Medical Center, LLC | 148716 |
| Laureate Psychiatric Clinic and Hospital, Inc. | 115318 |
| LAWNWOOD MEDICAL CENTER, INC. | 149027 |
| Lea Regional Hospital, LLC | 148817 |
| Lebanon HMA, LLC | 148746 |
| Lee Health System | 121306 |
| Lee Memorial Health System | 145903 |
| Leesburg Regional Medical Center, Inc. | 148820 |
| Lester E. Cox Medical Centers | 148854 |

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| LEWIS-GALE MEDICAL CENTER, LLC | 149134 |
| Lexington Hospital Corporation | 148886 |
| Lexington Medical Center | 145956 |
| LifeBrite Hospital Group of Early, LLC | 148997 |
| LifeBrite Hospital Group of Stokes, LLC | 148996 |
| Lifemark Hospitals of Florida, Inc. | 148654 |
| Live Oak HMA, LLC | 148678 |
| Livingston Regional Hospital, LLC | 149206 |
| Logan General Hospital, LLC | 149207 |
| Logan Memorial Hospital, LLC | 149208 |
| LONE PEAK HOSPITAL, INC. | 149123 |
| Longivew Medical Center, L.P. | 148758 |
| Loretto Hospital | 149287 |
| Los Alamitos Medical Center, Inc. | 148608 |
| LOS ROBLES REGIONAL MEDICAL CENTER | 149006 |
| Lourdes Hospital, LLC | 149209 |
| Lovelace Health System, Inc. | 149271 |
| Macon Northside Hospital, LLC | 149051 |
| Madison HMA, LLC | 148707 |
| Magnolia Regional Health Center | 148788 |
| Maine Coast Regional Health Facilities | 148983 |
| Manatee Memorial Hospital, L.P. | 148921 |
| MARION COMMUNITY HOSPITAL, INC. | 149034 |
| Marion Hospital Corporation | 148877 |
| Marion Regional Medical Center, Inc. | 149164 |
| Marshall County HMA, LLC | 148722 |
| Marshall County Memorial Hospital | 148963 |
| Mary Black Health System, LLC | 148736 |
| Mary Immaculate Hospital Incorporated | 65193 |
| Maryview Hospital | 64983 |
| Mat-Su Valley Medical Center, LLC | 148664 |
| Maverick County Hospital District, Texas | 145118 |
| McAllen Hospitals, L.P. | 149147 |
| McBride Orthopedic Hospital | 113029 |
| McKenzie Tennessee Hospital Company, LLC | 148876 |
| McKenzie Williamette Regional Medical Center Associates, LLC | 148865 |
| MCSA, LLC | 148668 |
| Meadowview Regional Medical Center, LLC | 149210 |
| Medical West Hospital Authority, an Affiliate of UAB Health System | 148767 |
| MEMORIAL HEALTHCARE GROUP, INC. | 149029 |
| Memorial Hospital Corporation | 148841 |

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|---|---|
| Mennonite General Hospital | 73893 |
| Mercy Hospital | 148984 |
| Mercy Medical Center, Inc. | 115203 |
| Methodist Healthcare System of San Antonio, Ltd., L.L.P. | 149116 |
| Metro Knoxville HMA, LLC | 148742 |
| Mexia Principal Healthcare Limited Partnership | 149211 |
| MH ANGEL MEDICAL CENTER, LLLP | 149079 |
| MH BLUE RIDGE MEDICAL CENTER, LLLP | 149080 |
| MH HIGHLANDS-CASHIERS MEDICAL CENTER, LLLP | 149081 |
| MH MISSION HOSPITAL MCDOWELL, LLLP | 149083 |
| MH MISSION HOSPITAL, LLLP | 149082 |
| MH TRANSYLVANIA REGIONAL HOSPITAL, LLLP | 149084 |
| MIAMI BEACH HEALTHCARE GROUP, LTD | 149011 |
| Middlesex Health System, Inc. | 113452 |
| Midwest Division - LRHC, LLC | 149072 |
| MIDWEST DIVISION - LSH, LLC | 149073 |
| MIDWEST DIVISION - RMC, LLC | 149074 |
| Midwest Division-MMC, LLC | 149061 |
| Midwest Division-OPRMC, LLC | 149062 |
| Midwest Division-RBH, LLC | 149070 |
| Midwest Regional Medical Center, Inc. | 148723 |
| Mississippi Baptist Medical Center, Inc. | 148771 |
| Mizell Memorial Hospital, Inc. | 148794 |
| MMC of Nevada, LLC | 148884 |
| Moberly Hospital Company, LLC | 148710 |
| Mobridge Regional Health Care Foundation | 148966 |
| Monongalia County General Hospital Company | 148840 |
| Monroe HMA LLC | 148816 |
| Montclair Hospital, LLC | 149260 |
| MONTGOMERY REGIONAL HOSPITAL, INC. | 149132 |
| Mooresville Hospital Management Associates, LLC | 148718 |
| Morton Plant Hospital Association, Inc. | 149291 |
| Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center ("Mount Sinai") | 146892 |
| Mountain States Health Alliance | 148801 |
| MOUNTAIN VIEW HOSPITAL, INC. | 149124 |
| MRH Corp. | 148982 |
| Nacogdoches Medical Center | 148625 |
| Naples Community Hospital, Inc. | 115404 |
| Naples HMA, LLC | 148683 |
| Nason Medical Center, LLC | 149212 |
| Nassau University Medical Center | 49455 |

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|---|---|
| Natchez Hospital Company, LLC | 148702 |
| National Healthcare of Mt. Vernon, Inc. | 148875 |
| Navarro Hospital, L.P. | 148751 |
| NCH Healthcare System, Inc. | 112919 |
| NEW PORT RICHEY HOSPITAL, INC. | 149028 |
| NHCI of Hillsboro, Inc. | 148757 |
| NORTH ARKANSAS REGIONAL MEDICAL CENTER | 148911 |
| North Broward Hospital District | 148860 |
| NORTH FLORIDA REGIONAL MEDICAL CENTER, INC. | 149032 |
| North Houston - TRMC, LLC | 149102 |
| North Mississippi Medical Center, Inc. | 149159 |
| North Shore Medical Center, Inc. | 148653 |
| North Sunflower Medical Center | 148278 |
| North Texas - MCA, LLC | 149105 |
| NORTHERN UTAH HEALTHCARE CORPORATION | 149126 |
| Northern Virginia Community Hospital, LLC | 149137 |
| Northwell Health | 628676 |
| Northwell Health | 616025 |
| Northwest Arkansas Hospitals, LLC | 148670 |
| Northwest Hospital, LLC | 148665 |
| NORTHWEST MEDICAL CENTER, INC. | 149033 |
| Northwest Medical Center, Inc. | 146126 |
| Northwest Texas Healthcare System, Inc. | 149145 |
| Norton Community Hospital | 148804 |
| Norton Hospitals, Inc. | 148929 |
| NOTAMI HOSPITALS OF FLORIDA, INC. | 149025 |
| Nueces County Hospital District | 145077 |
| Oak Hill Hospital Corporation | 148765 |
| Ochsner Bayou, LLC d/b/a Ochsner St. Anne General Hospital | 135450 |
| Ochsner Clinic Foundation | 149282 |
| Ochsner Medical Center – Hancock, LLC | 149286 |
| Ochsner Medical Center - Kenner, LLC | 149283 |
| Ochsner Medical Center - Northshore, LLC | 149285 |
| OKALOOSA HOSPITAL, INC. | 149045 |
| OKEECHOBEE HOSPITAL, INC. | 149042 |
| ORANGE PARK MEDICAL CENTER, INC. | 149035 |
| Oro Valley Hospital, LLC | 148666 |
| ORTHOPEDIC HOSPITAL, LTD. | 149118 |
| Osceola Community Hospital, Inc. | 148958 |
| OSCEOLA REGIONAL HOSPITAL, INC. | 149036 |
| Osceolasc LLC | 148689 |

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|---|---|
| OU Medicine, Inc. | 114630 |
| Our Lady of Bellefonte Hospital, Inc. | 65155 |
| Our Lady of Lourdes Regional Medical Center, Inc. | 147632 |
| Our Lady of the Angels Hospital, Inc. | 147628 |
| Our Lady of the Lake Hospital, Inc. | 147666 |
| OVIEDO MEDICAL CENTER, LLC | 149037 |
| Owensboro Health, Inc. | 113671 |
| Paintsville Hospital Company, LLC | 148880 |
| Palestine Principal Healthcare Limited Partnership | 149213 |
| Palm Bay Hospital, Inc. | 148901 |
| Palm Beach Gardens Community Hospital, Inc. | 148646 |
| PALMS WEST HOSPITAL LIMITED PARTNERSHIP | 149039 |
| Park Nicollet Methodist Hospital | 148936 |
| PARKRIDGE MEDICAL CENTER, INC. | 149088 |
| Pascack Valley Hospital, LLC | 149259 |
| Patients' Choice Medical Center of Erin, Tennessee | 37482 |
| Patients' Choice Medical Center of Humphreys County, LLC | 35151 |
| Pearl River County Hospital & Nursing Home | 149166 |
| Petersburg Hospital Company, LLC | 148762 |
| PHC-Cleveland, Inc. | 149214 |
| PHC-Elko, Inc. | 149215 |
| PHC-Fort Mohave, Inc. | 149216 |
| PHC-Fort Morgan, Inc. | 149217 |
| PHC-Las Cruces, Inc. | 149218 |
| PHC-Los Alamos, Inc. | 149219 |
| Phillips Hospital Company, LLC | 148868 |
| Physicians Surgical Hospitals, LLC | 149257 |
| Piedmont Athens Regional Medical Center, Inc. | 149296 |
| Piedmont Henry Hospital, Inc. | 149298 |
| Piedmont Hospital, Inc. | 149297 |
| Piedmont Mountainside Hospital, Inc. | 149302 |
| Piedmont Newnan Hospital, Inc. | 149303 |
| Piedmont Newton Hospital, Inc. | 149304 |
| Piedmont Rockdale Hospital, Inc. | 149305 |
| Piedmont Walton Hospital, Inc. | 149306 |
| Pikeville Medical Center, Inc. | 148844 |
| PineLake Regional Hospital, LLC | 149220 |
| Piney Woods Healthcare System, L.P. | 148759 |
| Pitt County Memorial Hospital, Incorporated | 148987 |
| Pittsburg Hospital, LLC | 149267 |
| Placentia-Linda Hospital, Inc. | 148610 |

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| PLANTATION GENERAL HOSPITAL, L.P. | 149031 |
| Pocatello Hospital, LLC | 149261 |
| POINCIANA MEDICAL CENTER, INC. | 149040 |
| Pontotoc Health Services, Inc. | 149161 |
| Poplar Bluff Regional Medical Center, LLC | 148713 |
| Port Charlotte HMA, LLC | 148680 |
| Portage Hospital, LLC | 149221 |
| Porter Hospital, LLC | 148697 |
| Potomac Valley Hospital of W. Va., Inc. | 148831 |
| PRHC-Ennis, L.P. | 149222 |
| Princeton Community Hospital Association, Inc. | 148849 |
| Professional Resource Management of Rabun, LLC | 148795 |
| Progressive Medical Management of Batesville | 148893 |
| ProMedica Health System, Inc. | 146184 |
| Providence Hospital, LLC | 149223 |
| Providence St. Joseph's Health | 146688 |
| PULASKI COMMUNITY HOSPITAL, INC. | 149133 |
| Punta Gorda HMA, LLC | 148686 |
| PUTNAM COMMUNITY MEDICAL CENTER OF NORTH FLORIDA, LLC | 149041 |
| QHG of Enterprise, Inc. | 148661 |
| QHG of South Carolina, Inc. | 148733 |
| Quitman County Hospital, LLC | 148912 |
| Quitman Hospital, LLC | 149268 |
| Raleigh General Hospital, LLC | 149224 |
| RAPIDES HEALTHCARE SYSTEM, L.L.C. | 149067 |
| RCCH Trios Health, LLC | 149225 |
| RCHP Billings-Missoula, LLC | 149226 |
| RCHP-Florence, LLC | 149227 |
| RCHP-Ottumwa, LLC | 149228 |
| RCHP-Sierra Vista, Inc. | 149229 |
| RCHP-Wilmington, LLC | 149230 |
| Red Bud Illinois Hospital Company, LLC | 148874 |
| Redmond Park Hospital, LLC | 149057 |
| Regional Health Services Foundation | 148962 |
| Regions Hospital | 148938 |
| Rehabilitation Hospital, LLC | 149270 |
| Resolute Hospital Company, LLC | 148624 |
| RESTON HOSPITAL CENTER, LLC | 149135 |
| Reynolds Memorial Hospital, Inc | 148826 |
| RHN Clark Memorial Hospital, LLC | 149231 |
| RHN Scott Memorial Hospital, LLC | 149232 |

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|---|---|
| River Oaks Hospital, LLC | 148708 |
| Riverton Memorial Hospital, LLC | 149233 |
| Riverview Medical Center, LLC | 149234 |
| ROH, LLC | 148709 |
| Roswell Hospital Corporation | 148818 |
| Rush Health Systems, Inc. | 149167 |
| Russellville Holdings, LLC | 149235 |
| Russellville Hospital, Inc. | 148891 |
| Russellville Hospital, Inc. | 146124 |
| RUSTON LOUISIANA HOSPITAL COMPANY, LLC | 148700 |
| Sacred Heart Health Services | 148943 |
| Sage LTAC, LLC | 146134 |
| Saint Elizabeth Medical Center, Inc. | 148807 |
| Saint Francis Health System Inc. | 115605 |
| Saint Francis Healthcare System | 148906 |
| Saint Francis Hospital - Bartlett, Inc. | 148633 |
| Saint Francis Hospital Muskogee, Inc. | 116210 |
| Saint Francis Hospital South, LLC | 115381 |
| Saint Francis Hospital Vinita, Inc. | 115638 |
| Saint Francis Hospital, Inc. | 112617 |
| Saint Joseph Health System, Inc. | 148928 |
| Salem Hospital Corporation | 148714 |
| Saline Hospital, LLC | 149236 |
| San Angelo Hospital, L.P. | 148755 |
| San Jose Medical Center, LLC | 149007 |
| San Miguel Hospital Corporation | 148882 |
| Sanford Bismarck | 148974 |
| Sanford Health Network | 148971 |
| Sanford Health Network North | 148973 |
| Sanford Health of Northern Minnesota | 148972 |
| Sanford Medical Center | 148976 |
| Sanford Medical Center Fargo | 148975 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 627852 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624513 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624514 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624515 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624491 |

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| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624495 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 624502 |
| Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System | 618482 |
| Sarasota County Public Hospital District dba Sarasota Memorial Healthcare System | 147246 |
| SARASOTA DOCTORS HOSPITAL, INC. | 149017 |
| Sarasota Memorial Hospital | 179 |
| Sarasota Memorial Hospital | 103 |
| Savannah Health Services, LLC | 149055 |
| Scranton Hospital Company LLC | 148729 |
| Scranton Quincy Hospital Company, LLC | 148728 |
| Sebasticook Valley Health | 148985 |
| SEBRING HEALTH SERVICES, LLC | 149022 |
| Seminole HMA, LLC | 148725 |
| Sharkey-Issaquena Community Hospital and Nursing Home | 149168 |
| Shelby County Healthcare Corporation | 148894 |
| Shelbyville Hospital Company, LLC | 148747 |
| Sierra Vista Hospital, Inc. | 148606 |
| Siloam Springs Arkansas Hospital Company, LLC | 148671 |
| Singing River Health System | 148602 |
| Sioux Center Health | 148959 |
| Skaggs Community Hospital Assn. | 148853 |
| Smyth County Community Hospital | 148805 |
| South Broward Hospital District d/b/a Memorial Healthcare System | 88984 |
| South Central Regional Medical Center | 149169 |
| South Florida Baptist Hospital, Inc. | 149292 |
| South Shore Hospital Corporation | 148916 |
| Southeastern Psychiatric Management, Inc. | 146544 |
| Southern Hills Medical Center, LLC | 149076 |
| Southern Illinois Health Care Foundation, Inc. d/b/a SIHF Healthcare | 149288 |
| Southern Tennessee Medical Center, LLC | 149237 |
| Southwest Mississippi Regional Medical Center | 135445 |
| Southwestern Illinois Health Facilities, Inc | 114620 |
| Southwestern Medical Center, LLC | 149238 |
| Sparks Family Hospital, Inc. | 149144 |
| Spotsylvania Medical Center, Inc. | 149136 |
| Spring View Hospital, LLC | 149239 |
| St. Anthony's Hospital, Inc. | 149293 |
| St. Barnabas Health System Bronx NY | 147243 |

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|---|---|
| St. Benedict Health Center | 148946 |
| St. Claire Medical Center, Inc. | 148808 |
| St. David's Healthcare Partnership, L.P., LLP | 149104 |
| St. Dominic-Jackson Memorial Hospital | 147629 |
| St. Francis Health System | 121320 |
| St. Francis Health, LLC | 149240 |
| St. Francis Hospital, Inc | 65167 |
| St. Francis Medical Center | 42375 |
| St. Francis Medical Center, Inc. | 147638 |
| St. John's Riverside Hospital | 121335 |
| St. Joseph Health System, LLC | 148699 |
| St. Joseph Hospital, LLC | 149241 |
| St. Joseph's Hospital of Buckhannon, Inc. | 148829 |
| St. Joseph's Hospital, Inc. | 149294 |
| St. Joseph's/Candler Health System, Inc. | 145910 |
| St. Mary's Medical Center, Inc. | 148647 |
| St. Michael's Hospital, Inc. | 148954 |
| Starke HMA, LLC | 148685 |
| Statesville HMA, LLC | 148717 |
| Stonewall Jackson Memorial Hospital Company | 148842 |
| Summerlin Hospital Medical Center, LLC | 148920 |
| Sumner County Hospital District No 1 | 147763 |
| Sumner Regional Medical Center, LLC | 149242 |
| SUN CITY HOSPITAL, INC. | 149043 |
| Sunflower County , Mississippi, Districts 1, 2 & 3 (Board of Supervisors) | 148914 |
| Sunrise Hospital and Medical Center, LLC | 149077 |
| Sunrise MountainView Hospital, Inc. | 149075 |
| SV Healthcare System, Inc. | 148645 |
| T.J. Samson Community Hospital | 148930 |
| Takoma Regional Hospital, Inc. | 148806 |
| TALLAHASSEE MEDICAL CENTER, INC. | 149014 |
| Taylor County Hospital District Health Facilities Corporation | 148857 |
| Taylor Regional Hospital, Inc. | 41770 |
| Temecula Valley Hospital, Inc. | 149150 |
| Tenet Hospitals, Ltd. | 148614 |
| TERRE HAUTE REGIONAL HOSPITAL, L.P. | 149060 |
| The Aroostook Medical Center | 148977 |
| The Blount County Health Care Authority | 146103 |
| The Blue Hill Memorial Hospital | 148978 |
| The Charles Town General Hospital | 148830 |
| The Harrison Memorial Hospital, Inc. | 148856 |

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|---|---|
| The Health Care Authority of Haleyville and Winston County, AL | 146131 |
| The Healthcare Authority of Winfield, Alabama | 146116 |
| The Jackson County Health Care Authority | 145946 |
| The Lawrence County Health Care Authority | 146075 |
| The Lutheran Foundation, Inc. | 148693 |
| The Medical Center at Clinton County, Inc. | 148811 |
| The Medical Center at Franklin, Inc. | 148812 |
| The Medical Center, Inc. | 149299 |
| The Orthopedic Hospital at Parkview North, LLC | 148698 |
| The Outer Banks Hospital, Inc. | 148995 |
| The Titusville Area Hospital | 148597 |
| The Villages Tri-County Medical Center, Inc. | 148821 |
| Thomas Health System, Inc. | 148908 |
| TIMPANOGOS REGIONAL MEDICAL SERVICES, INC. | 149127 |
| Tippah County Hospital | 148798 |
| Tishomingo Health Services, Inc. | 149163 |
| Tooele Hospital Corporation | 148888 |
| Topeka Hospital, LLC | 149262 |
| TPG Hospital, LLC (DBA Northwest Surgical Hospital) | 115691 |
| Triad of Alabama, LLC | 148660 |
| Trident Medical Center, LLC | 149087 |
| Trousdale Medical Center, LLC | 149243 |
| Trustees of Mease Hospital, Inc | 149290 |
| Tucson Medical Center | 146387 |
| Tullahoma HMA, LLC | 148745 |
| Tunkhannock Hospital Company, LLC | 148730 |
| Twin Cities Community Hospital, Inc. | 148605 |
| Tyler Regional Hospital, LLC | 149269 |
| UHS of Oklahoma, LLC | 149149 |
| UHS of Texoma, Inc. | 149151 |
| UHS-Corona, Inc. | 149140 |
| United Hospital Center, Inc. | 148823 |
| Universal Health Services of Rancho Springs, Inc | 149148 |
| University Health Services, Inc. | 149310 |
| University Health System, Inc. | 149309 |
| UNIVERSITY HEALTHCARE SYSTEM L.C. | 149068 |
| UNIVERSITY HOSPITAL, LTD. | 149046 |
| University McDuffie County Regional Medical Center, Inc. | 149311 |
| Valley Health System LLC | 148919 |
| Valley Hospital Medical Center, Inc. | 148917 |
| Van Buren HMA, LLC | 148672 |

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|---|---|
| Vanderbilt University Medical Center | 214811 |
| Vaughan Regional Medical Center, LLC | 149244 |
| Venice HMA, LLC | 148679 |
| VHS Acquisition Subsidiary Number 1, Inc. | 148617 |
| VHS Acquisition Subsidiary Number 3, Inc. | 148626 |
| VHS Acquisition Subsidiary Number 9, Inc. | 148644 |
| VHS Brownsville Hospital Company, LLC | 148622 |
| VHS Children's Hospital of Michigan, Inc. | 148632 |
| VHS Detroit Receiving Hospital, Inc. | 148631 |
| VHS Harlingen Hospital Company, LLC | 148621 |
| VHS Huron Valley-Sinai Hospital, Inc. | 148629 |
| VHS of Arrowhead, Inc. | 148616 |
| VHS of Illinois, Inc. | 149000 |
| VHS San Antonio Partners, LLC | 148623 |
| VHS Sinai-Grace Hospital, Inc. | 148630 |
| VHS West Suburban Medical Center, Inc. | 148627 |
| VHS Westlake Hospital, Inc. | 148628 |
| Vicksburg Healthcare, LLC | 148703 |
| Victoria of Texas, L.P. | 148753 |
| Viera Hospital, Inc. | 148902 |
| Virginia Commonwealth University Health System Authority (VCUHS) | 148970 |
| Wagner Community Memorial Hospital | 148955 |
| Walterboro Community Hospital, Inc. | 149085 |
| Warsaw Health System, LLC | 148692 |
| Watertown Medical Center, LLC | 149245 |
| Waukegan Illinois Hospital Company, LLC | 148870 |
| Weatherford Health Services, LLC | 149115 |
| Webster Health Services, Inc. | 149162 |
| Weirton Medical Center, Inc. | 148905 |
| Wellington Regional Medical Center, LLC | 149152 |
| Wellmont Health System | 148799 |
| Wesley Health System, LLC | 148706 |
| Wesley Medical Center, LLC | 149063 |
| West Boca Medical Center, Inc. | 148650 |
| WEST FLORIDA - MHT, LLC | 149030 |
| WEST FLORIDA - PPH, LLC | 149038 |
| WEST FLORIDA REGIONAL MEDICAL CENTER, INC. | 149047 |
| West Harrison Hospital District | 148862 |
| WEST HILLS HOSPITAL | 149009 |
| WEST VALLEY MEDICAL CENTER, INC. | 149059 |
| West Virginia University Hospitals, Inc. | 148822 |

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|---|---|
| West Volusia Hospital Authority | 627957 |
| West Volusia Hospital Authority | 627956 |
| West Volusia Hospital Authority | 627958 |
| West Volusia Hospital Authority | 627960 |
| West Volusia Hospital Authority | 89648 |
| West Volusia Hospital Authority | 43254 |
| Western Reserve Hospital, LLC | 115133 |
| Westfields Hospital, Inc. | 148937 |
| Wetzel County Hospital Association | 148828 |
| Wheeling Hospital, Inc. | 148909 |
| White County Medical Center | 148596 |
| White River Health System, Inc. | 148599 |
| Willamette Valley Medical Center, LLC | 149246 |
| Williamston Hospital Corporation | 148885 |
| Winnie Community Hospital, L.L.C | 148915 |
| Winston Medical Center | 49450 |
| Winter Haven Hospital, Inc | 149295 |
| Woman's Hospital Foundation | 148598 |
| Woodford Hospital, LLC | 149247 |
| Woodward Health System, LLC | 148726 |
| Wyoming Valley Care Systems, Inc. | 148731 |
| Wythe County Community Hospital, LLC | 149248 |
| Yale New Haven Health Services Corporation | 113503 |
| Yuma Regional Medical Center | 148913 |

**EXHIBIT B**

**Hospitals in Class 4 (Non-Federal Domestic Governmental Entity Claims))**

| Claimant Name | Claim No. |
|---|---|
| Acadia-St. Landry Hospital Service District d/b/a Acadia-St. Landry Hospital | 115200 |
| Bexar County Hospital District | 147340 |
| Bexar County Hospital District | 75156 |
| Bibb County Healthcare Authority | 148789 |
| Bowdle Healthcare Foundation | 148969 |
| Candler County Hospital Authority | 148925 |
| Citizens Memorial Hospital District | 148904 |
| Clarksdale HMA, LLC | 148896 |
| Clay County Healthcare Authority | 146520 |
| Clinch County Hospital Authority | 148926 |
| Colquitt County Hospital Authority | 149001 |
| Comanche County Hospital Authority | 146510 |
| Cullman Regional Medical Center, Inc. | 146203 |
| D.W. McMillan Memorial Hospital | 148793 |
| Dale Medical Center | 148790 |
| Dallas County Hospital District | 148848 |
| DCH Health Care Authority | 148851 |
| Dodge County Hospital Authority d/b/a Dodge County Hospital | 49499 |
| Elberton-Elbert County Hospital Authority | 148999 |
| Evans Memorial Hospital, Inc. | 38782 |
| Floyd Valley Hospital Foundation | 148956 |
| Geneva County Healthcare Authority, Inc. | 148797 |
| Gonzales Healthcare Systems, Inc. | 149156 |
| Goodland Regional Medical Center | 147766 |
| Greene County Hospital | 148791 |
| Guadalupe Regional Medical Center | 148784 |
| Habersham County Hospital, Georgia | 136480 |
| Health Care Authority of Clarke County, Alabama | 148786 |
| Healthcare Authority for the City of Anniston | 146024 |
| Hennepin Healthcare System, Inc. | 148932 |
| HH Health System-Athens Limestone, LLC | 146004 |
| HH Health System-Marshall, LLC | 146068 |
| HH Health System-Morgan, LLC | 145975 |
| HH Health System-Shoals, LLC | 146011 |
| Hospital Authority of Baxley and Appling County d/b/a Appling Health Care System | 49033 |

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|---|---|
| Hospital Authority of Bleckley County d/b/a Bleckley Memorial Hospital | 41812 |
| Hospital Authority of the City of Bainbridge and Decatur County | 149003 |
| Hospital Service District No. 1 of the Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital | 93915 |
| Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana, d/b/a Hardtner Medical Center | 94168 |
| J. Paul Jones Hospital, Inc. | 149158 |
| Jackson County Hospital District | 134462 |
| Kershaw County, South Carolina and the Kershaw County and the Kershaw County Hospital Board A/K/A Kershawhealth D/B/A Health Services District of Kershaw County | 147847 |
| Kershaw Hospital, LLC | 149204 |
| Lakes Regional Healthcare Foundation | 148961 |
| Marshall Medical Centers | 147118 |
| Mason Hospital District, Mason County, IL | 143798 |
| Massac Memorial, LLC | 148910 |
| Medical University Hospital Authority | 39088 |
| Mitchell County Hospital | 147764 |
| Monroe County Healthcare Authority | 135438 |
| North Caddo Hospital Service District d/b/a North Caddo Medical Center | 147503 |
| North Oaks Medical Center, LLC | 86787 |
| Ochiltree County Hospital District | 149165 |
| Opelousas General Hospital Authority, a Louisiana Public Trust, d/b/a Opelousas General Health System | 112853 |
| Palo Pinto County Hospital District | 148787 |
| Parish Hospital Service District for the Parish of Orleans - District A | 143973 |
| Patients' Choice Medical Center of Claiborne, LLC | 35110 |
| Pipestone Medical Clinic | 148960 |
| Pointe Coupee Parish Health Services District Number 1 | 15998 |
| Rawlins County Health Center | 147770 |
| Redfield Community Memorial Hospital and Clinic Foundation, Inc. | 148964 |
| Slidell Memorial Hospital | 147471 |
| SLIDELL MEMORIAL HOSPITAL | 67993 |
| Southeast Georgia Health Services, LLC | 149056 |
| St. Tammany Parish Hospital Service District No. 1, d/b/a St. Tammany Health Systems | 147447 |
| Tarrant County Hospital District | 144955 |
| The Colbert County-Northwest Alabama Health Care Authority | 146015 |
| The Health Care Authority for Baptist Health, an Affiliate of UAB Health System | 148655 |
| The Health Care Authority of Athens and Limestone County | 146027 |

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|---|---|
| The Health Care Authority of Cullman County | 147222 |
| The Health Care Authority of Morgan County - City of Decatur | 146000 |
| The Health Care Authority of The City of Huntsville | 145978 |
| The Hospital Authority of Valdosta and Lowndes County, Georgia | 145866 |
| The Hospital Authority of Wayne County, Georgia | 144114 |
| The Marshall County Health Care Authority | 145979 |
| The MetroHealth System | 94348 |
| The Sylacauga Health Care Authority | 148861 |
| Tombigbee Healthcare Authority | 148796 |
| Troy Hospital Healthcare Authority | 146525 |
| UAB Health System | 149312 |
| WAYNE COUNTY GENERAL HOSPITAL (MISSISSIPPI) | 38819 |
| Webster County Memorial Hospital, Inc. | 148836 |
| West Ascension Hospital Service District d/b/a Prevost Memorial Hospital | 144097 |
| West Wharton County Hospital District | 149153 |
| William Newton Memorial Hospital | 88889 |
| Yalobusha County, MS General Hospital | 143228 |
| Yalobusha County, MS General Hospital | 38809 |

**EXHIBIT C**

**Non-Hospitals in Class 7 (Healthcare Provider Claims)**

| Claimant Name | Claim No. |
|---|---|
| 1 Method Center | 146733 |
| A Change INto Recovery | 145873 |
| A Forever Recovery | 146794 |
| A Safe Haven Foundation | 70039 |
| AAC Holdings, Inc. | 146622 |
| Aaron E. Henry Community Health Services, Inc | 615979 |
| Acorn Addiction Center, Indianapolis, IN | 616137 |
| Acqua Recovery | 145883 |
| Ambrose of NJ, Medford, NJ | 615970 |
| Amhealth Behavioral Inc. | 146176 |
| A-MMED Ambulance, Inc., d/b/a A-MED Ambulance Service | 116196 |
| ApolloMD Business Services, LLC | 147264 |
| Aquila Recovery Clinic | 145878 |
| Aquila VA | 145893 |
| Arcadia Trails | 114571 |
| Asana Recovery | 146183 |
| Aspen Ridge North | 145969 |
| Aspen Ridge Recovery | 145909 |
| ATON CENTER, INC. | 146179 |
| Awakening Behavioral Health | 146186 |
| Awakenings Rehabilitation, Inc | 146793 |
| Beaches Recovery | 146182 |
| Behavioral Rehabilitation Services, Inc. | 146706 |
| Bellator Health Care Management, LLC | 146043 |
| Bellefonte Physician Services, Inc. | 65152 |
| Best Drug Rehabilitation | 146791 |
| Beyond the Basics | 145963 |
| Bolt Surgery Center | 146197 |
| Bon Secours-Virginia Healthsource, Inc | 65151 |
| BOULDER INTEGRATED HEALTH LLC DBA: BOLDER LIFE | 146199 |
| BRC Recovery Inc. | 146200 |
| Bridge House Corporation | 116615 |
| Bridging the Gaps Inc. | 146384 |
| Bristol SL Holdings | 146630 |
| California Prime Recovery | 146191 |
| Calument Counseling & Dui Services, Inc | 616138 |

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|---|---|
| Camcare Health Corp | 618540 |
| Camcare Health Corp | 147765 |
| Capo Canyon Recovery LLC | 146710 |
| Casa Recovery Inc. | 146714 |
| CCT-OTC, LLC | 146034 |
| Center Point, Inc. | 147794 |
| Changing Tides Treatment LLC. | 146615 |
| Choices Recovery Inc. | 146689 |
| CHP Properties, LLC | 146084 |
| Cirque Lodge, Oreau, UT | 616013 |
| CNV Detox | 146540 |
| Coastline Recovery for Men, Coastline Recovery for Women | 146202 |
| Community Based Care of Brevard, Inc. d/b/a Brevard Family Partnership | 147797 |
| Community Partnership for Children, Inc. | 147796 |
| Companion Home Services, LLC | 146135 |
| Comprehensive Alcohol Rehabilitation Programs, Inc. | 147219 |
| CROSS TIMBERS HOSPICE | 342 |
| Dacco Behavioral Health, Tampa, FL | 616006 |
| Delphi Behavioral Health | 146570 |
| Denver Womens Recovery | 146063 |
| Desert Cove Recovery | 147400 |
| Desert Mountain Detox | 146067 |
| Diamond House Detox | 146071 |
| Disc Village, Tallahassee, FL | 616228 |
| ECI Healthcare Partners, LLC | 113193 |
| EDCare Management, Inc. | 104798 |
| Elite Care, Inc. | 146204 |
| Elite Care, Inc. | 146391 |
| Etowah-Dekalb-Cherokee Mental Health Board, Incorporated | 146090 |
| EVNSQ, Inc. | 146074 |
| Faith Recovery Center Inc. | 146211 |
| Family Health Care Clinic, Inc | 616149 |
| Family Health Care Clinic, PSC | 69865 |
| Family Health Care Clinic, PSC | 69944 |
| Family Health Care Clinic, PSC as class representative for all similarly-situated rural health clinics under Fed.R.Civ.P. 23 | 69939 |
| Family Practice Clinic of Booneville, Inc. | 65022 |
| Family Practice Clinic of Booneville, Inc. as class representative for all similarly-situated Rural Health Clinics under Fed.R.Civ.P. 23 | 64973 |
| Fifth Street Counseling Center, Plantation FL | 616200 |

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|---|---|
| Foster Hill Wellness, Inc. | 146216 |
| Freedom House | 146917 |
| Freedom Recovery LLC. | 146086 |
| Goforth Inspired | 146094 |
| Grace Hospice of New Orleans, LLC | 145881 |
| Guest House Ocala, LLC | 146093 |
| Hansei Solutions | 146734 |
| Harmony Hollywood, LLC | 146609 |
| Health Care & Rehab Services Southeastern Vermont, Inc. | 147799 |
| Health Help Incorporated | 147767 |
| Henry J Austin Health Center Inc. | 147761 |
| High Watch Recovery Center | 147386 |
| Homedica of Louisiana, LLC | 146130 |
| Ignite Teen Treatment, LLC | 146112 |
| I-Kare Treatment Center, LLC | 49509 |
| Imperial Healing Estate | 146104 |
| Infinity Behavioral Health Group | 146502 |
| Infinity Behavioral Health Services | 614549 |
| Infinity Behavioral Health Services | 146461 |
| Inland Detox Inc. | 615901 |
| Integris ProHealth, Inc. | 115477 |
| Integrity Billing | 146581 |
| iRecover Treatment Centers Inc. DBA: Serenity Palms | 146117 |
| Ivy Healthcare, LLC | 146327 |
| J. Herndons, LLC dba Addiction Therapeutic Services | 146840 |
| JBRC Medcial Group LLC | 73885 |
| JBRC Medical Group Center, LLC. | 147748 |
| JBRC Medical Group Center, LLC. | 70224 |
| JBRC Medical Group Center, LLC. | 73860 |
| JBRC Medical Group LLC | 147323 |
| JBRC Medical Group LLC | 147329 |
| JBRC Medical Group LLC | 147331 |
| JBRC Medical Group LLC | 147504 |
| JBRC Medical Group LLC | 147508 |
| JBRC Medical Group LLC | 147514 |
| JBRC Medical Group LLC | 147712 |
| JBRC Medical Group LLC | 147714 |
| JBRC Medical Group LLC | 147717 |
| JBRC Medical Group LLC | 70030 |
| JBRC Medical Group LLC | 73873 |
| JBRC Medical Group LLC | 70009 |

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| JBRC Medical Group LLC | 70227 |
| JBRC Medical Group LLC | 73683 |
| JBRC Medical Group LLC | 70081 |
| JBRC Medical Group, LLC | 89103 |
| JBRC Medical Group, LLC | 147669 |
| JBRC Medical Group, LLC | 147704 |
| JBRC Medical Group, LLC | 147724 |
| JBRC Medical Group, LLC | 147728 |
| JBRC Medical Group, LLC | 147746 |
| JBRC Medical Group, LLC | 70090 |
| JBRC Medical Group, LLC | 70196 |
| JBRC Medical Group, LLC | 70213 |
| JBRC Medical Group, LLC | 73685 |
| JBRC Medical Group, LLC. | 147174 |
| JBRC Medical Group, LLC. | 147266 |
| JBRC Medical Group, LLC. | 147278 |
| JBRC Medical Group, LLC. | 147281 |
| JBRC Medical Group, LLC. | 147288 |
| JBRC Medical Group, LLC. | 147291 |
| JBRC Medical Group, LLC. | 147295 |
| JBRC Medical Group, LLC. | 147301 |
| JBRC Medical Group, LLC. | 147356 |
| JBRC Medical Group, LLC. | 147375 |
| JBRC Medical Group, LLC. | 147418 |
| JBRC Medical Group, LLC. | 147421 |
| JBRC Medical Group, LLC. | 147429 |
| JBRC Medical Group, LLC. | 89044 |
| JBRC Medical Group, LLC. | 147674 |
| JBRC Medical Group, LLC. | 147680 |
| JBRC Medical Group, LLC. | 147740 |
| JBRC Medical Group, LLC. | 147742 |
| JBRC Medical Group, LLC. | 73673 |
| JBRC Medical Group, LLC. | 73676 |
| JBRC Medical LLC | 89642 |
| JBRC Medical LLC | 70063 |
| JRBC Medical Group LLC | 70031 |
| Just Believe Recovery Center LLC | 147713 |
| Just Believe Recovery Center LLC | 69976 |
| Just Believe Recovery Center LLC | 70008 |
| Just Believe Recovery Center LLC | 70091 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 147325 |

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| Just Believe Recovery Center of Port Saint Lucie LLC | 147512 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 147519 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 147521 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 89639 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 147710 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 147716 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 70179 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 73730 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 75115 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 73804 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 70085 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 73743 |
| Just Believe Recovery Center of Port Saint Lucie LLC | 73902 |
| Just Believe Recovery Center of Port Saint Lucie, LLC | 147678 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147270 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147279 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147287 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147289 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147293 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147294 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147296 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147297 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147300 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147366 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147423 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147433 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147445 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147652 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147672 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147707 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147725 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147726 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 89591 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 147745 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 73702 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 73719 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 73731 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 73734 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 73798 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 89201 |
| Just Believe Recovery Center of Port Saint Lucie, LLC. | 89035 |

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| Just Believe Recovery Center, LLC | 70222 |
| Just Believe Recovery Center, LLC | 73789 |
| Just Believe Recovery Center, LLC | 73851 |
| Just Believe Recovery Center, LLC. | 89574 |
| Just Believe Recovery Center, LLC. | 147280 |
| Just Believe Recovery Center, LLC. | 147285 |
| Just Believe Recovery Center, LLC. | 147663 |
| Just Believe Recovery Center, LLC. | 89623 |
| Just Believe Recovery Center, LLC. | 73649 |
| Kids First of Florida, Inc. | 147800 |
| Lab Express LLC | 146662 |
| Lake Hughes Recovery Estates Inc, DBA First Responders First | 146218 |
| Lake Hughes Recovery, Inc. | 146217 |
| Lakeview Center, Inc. | 147802 |
| LifeSpring, Inc, | 147769 |
| Living Rebos LLC | 146219 |
| Los Angeles Recovery Centers | 146611 |
| Malibu Behavioral Health Services | 146224 |
| Mercy House Teen Challenge | 43312 |
| Mercy Medical, Kankakee, IL | 616001 |
| Mia Health Group | 11722 |
| Narconon Suncoast, Inc. | 146725 |
| New Balance OM, Merrillville, IL | 616134 |
| New Found Life | 147393 |
| New Freedom Recovery Center LLC. | 146101 |
| New Orleans Mission, Inc. | 57380 |
| Newman's Medical Services, INC. | 121181 |
| Niznik Behavioral Health | 146227 |
| NOLA SJH II, LLC | 146154 |
| Northeast Kingdom Human Services, Inc. | 75143 |
| OC Revive | 146229 |
| Pacific Recovery Solutions | 146232 |
| PCI Westlake Centers | 146230 |
| Perspectives II | 146100 |
| Perspectives III | 146119 |
| Phoenix House Mid Atlantic | 146612 |
| Porter-Starke Services Inc | 117140 |
| POSC of Orange | 146225 |
| Primary Purpose Center, Inc. | 57006 |
| Project New Start, Inc.- New Life Church of God (similarly situated as Creditor Mercy House Teen Challenge) | 74462 |
| Rancho Milagro Recovery, Inc. | 146756 |

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|---|---|
| Rayl Enterprises, Inc. | 147381 |
| Renaissance Ranch | 146599 |
| Renaissance Recovery | 146237 |
| Resurgence Behavioral Health | 146505 |
| Riverbend Center for Mental Health | 146111 |
| RMP Enterprises, LLC, Port St Lacie, FL | 616179 |
| Roots Counseling Services, LLC | 147383 |
| Royal Life Centers, Del Ray Beach, FL | 616136 |
| RS Medical Inc | 12325 |
| Safe Harbor Treatment center | 147066 |
| SAFE HAVEN RECOVERY , INC. | 146676 |
| Saint Francis Outreach Services, LLC | 111648 |
| Saint Francis Pharmacy Services, Inc. | 115470 |
| Schumacher Group of Arkansas, Inc. | 113233 |
| Schumacher Medical Corporation | 111462 |
| Schumacher Medical Corporation of Alabama, Inc | 113166 |
| Sea Change Santa Monica, LP d/b/a Sea Change Recovery | 146236 |
| Serenity Springs Recovery | 146121 |
| Silicon Beach Outpatient Center | 146235 |
| Silver Lining Recovery Center DBA: Recovery BLVD | 146115 |
| Silver Sands Recovery, LLC | 146127 |
| Singing River Mental Health/Mental Retardation Services Region XIV Commission | 146256 |
| Sober Life Recovery Solutions | 146500 |
| South Coast Counseling | 146242 |
| South Florida Behavioral Health Network | 43214 |
| South Florida Recovery, Greenacers, FL | 616097 |
| Southern California Recovery, LLC, Beverly Hills, CA | 616133 |
| St. Francis Physician Services, Inc. | 65188 |
| St. Joseph Hospice & Palliative Care-Northshore, LLC | 145907 |
| St. Joseph Hospice and Palliative Care of Monroe, LLC | 145889 |
| St. Joseph Hospice of Acadiana, LLC | 145861 |
| St. Joseph Hospice of Bayou Region | 145870 |
| St. Joseph Hospice of Cenla, LLC | 145887 |
| St. Joseph Hospice of Houston, LLC | 145950 |
| St. Joseph Hospice of South Alabama, LLC | 145973 |
| St. Joseph Hospice of Southern Mississippi, LLC | 145929 |
| St. Joseph Hospice of Southwest Louisiana, LLC | 145991 |
| St. Joseph Hospice of West Mississippi, LLC | 145935 |
| St. Joseph Hospice, LLC | 145857 |
| St. Vincent Charity Medical Center (& Rosary Hall) | 135459 |
| Stat Home Health Florida Panhandle, LLC | 146030 |

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|---|---|
| Stat Home Health Houston Bellaire, LLC | 146059 |
| Stat Home Health Houston, LLC | 146060 |
| Stat Home Health of Cenark, LLC | 146161 |
| Stat Home Health of Northwest Louisiana, LLC | 146062 |
| Stat Home Health of Southeast Louisiana, LLC | 146155 |
| Stat Home Health of Southwest Louisiana, LLC | 146057 |
| Stat Home Health, LLC | 145994 |
| Stat Home Health-North, LLC | 146016 |
| Stat-Home Health-West, LLC | 146025 |
| Stepping Stones of San Diego | 146128 |
| Sterling Group Physician Services, LLC | 111669 |
| Summit Behavioral Health of Arizona, LLC | 146240 |
| Summit County Women's Recovery | 147160 |
| Summit Estate Recovery Center | 147081 |
| Sunshine Behavioral Health Group | 103587 |
| Surf City Recovery | 146351 |
| Surf City Recovery | 146132 |
| The Bloc Outpatient | 147161 |
| The Carpenter Hospice of Northwest Louisiana, LLC | 135435 |
| The Counseling Service of Addison County, Inc. | 147798 |
| The Heights Treatment, LLC | 146454 |
| The Marshall-Jackson Mental Health Board, Inc. | 146096 |
| The Physicians' Group, LLC | 114102 |
| The Schumacher Group of Colorado, Inc. | 111459 |
| The Schumacher Group of Florida, Inc. | 111659 |
| The Schumacher Group of Illinois, Inc. | 113214 |
| The Schumacher Group of Indiana, Inc. | 104479 |
| The Schumacher Group of Kentucky, Inc. | 113111 |
| The Schumacher Group of Louisiana, Inc. | 111664 |
| The Schumacher Group of Michigan, Inc. | 111614 |
| The Schumacher Group Of Mississippi, Inc | 111623 |
| The Schumacher Group of Missouri, Inc. | 111647 |
| The Schumacher Group of Montana, Inc. | 103471 |
| The Schumacher Group of Nevada, Inc. | 110721 |
| The Schumacher Group of New Jersey, Inc. | 113208 |
| The Schumacher Group of New Mexico, Inc. | 103768 |
| The Schumacher Group of New York, Inc. | 103786 |
| The Schumacher Group of North Carolina, Inc. | 111644 |
| The Schumacher Group of Ohio, Inc. | 113163 |
| The Schumacher Group of Oklahoma, Inc. | 111665 |
| The Schumacher Group of Pennsylvania, Inc. | 111643 |

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| The Schumacher Group of South Carolina, Inc. | 112736 |
| The Schumacher Group of Tennessee, Inc. | 103830 |
| The Schumacher Group of Texas, Inc. | 103812 |
| The Schumacher Group Of Virginia, Inc | 111629 |
| The Schumacher Group Of Washington, Inc | 111468 |
| The Schumacher Group Of West Virginia, Inc | 111635 |
| The Well Recovery Partners | 146579 |
| The Well Recovery Partners | 146651 |
| Transcend Living, Inc. | 147103 |
| Transitions Recovery Program | 121354 |
| Triad Health Systems Inc | 69941 |
| Triad Health Systems, Inc. as class representative for all similarly-situated Federally Qualified Healthcare Systems and Clinics under Fed.R.Civ.P. 23 | 73811 |
| True Accountability LLC | 147159 |
| Volunteers of America Mid-States, Inc. and Subsidiaries | 146804 |
| Warren Clinic, Inc. | 115308 |
| Wavelengths Recovery LLC | 147158 |
| Wellstone, Inc. | 146309 |
| Westside Treatment, LLC. | 146483 |
| Y and Y Recovery | 146663 |

**EXHIBIT D**

**MSGE Fee Allocation Agreement**

**Rule 408 Settlement Communication – Privileged and Confidential –
Cannot be used for any purpose except settlement discussion**

## PEC/MSGE Fee Allocation Agreement – October 9, 2020

1. This agreement applies to [redacted] the allocation of attorneys' fees for outside counsel in connection with the Purdue bankruptcy.

2. [redacted] one singular "all attorneys' fees" fund [redacted] shall be deposited (as the funds are received) into an interest-bearing account to cover all attorneys' fees for any lawyer involved in opioid litigation on behalf of governmental entities/political subdivisions that agree to the terms of this agreement, whether a member of the PEC in the national opioids MDL or not. The fund does NOT cover fees for lawyers related to representing state Attorneys General, hospitals, third party payers, NAS babies, and/or personal injury/wrongful death claimants, or any other entity except governmental entities/political subdivisions, as payment of fees for those engagements will be subject to a different procedure and/or the claims are not covered by this agreement

3. Any fees awarded for such outside counsel in the Purdue bankruptcy will likewise be deposited into a separate single interest-bearing account described in paragraph 2 above. The Purdue fees will be used to cover (and will likewise exclude fees set forth in paragraph 2 above) the same group of attorneys as described in paragraph 2 above.

4. This is a voluntary procedure for those attorneys or firms who are eligible to apply to the fund. If any law firm/attorney (the "applicant") chooses to apply, doing so will require him or her to certify on behalf of himself, herself and his or her law firm that the application to the fund is in lieu of enforcing any contingency fee retention agreement they may have with any government entity/political subdivision opioid litigation client(s), excluding those clients excluded in paragraph 2 above. Participation in this fund, however, does not preclude applicants from participating in any fee funds or "backstops" established in state specific MOU's or agreements, so long as such participation, or anticipation of such participation, is fully disclosed to the arbiters as further described herein. Moreover, applicants knowingly and expressly waive any appellate rights except those described herein and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

5. The fund is intended to be used to pay fees to applicants (and their respective law firms) who have (a) contributed "common benefit" work to the litigation and settlement at issue; or, (b) valid and enforceable contingency agreements with litigating clients who had pending cases against the settling defendants in either state or federal court (or both) as of the date of August 21; or, (c) who fall into both categories (a) and (b). Awards from the fund will be made via binding arbitration by a three-arbitrator Panel comprised of: David R. Cohen, Randi S. Ellis, and Hon. David R. Herndon (ret.). The payment of fees shall be handled in accordance with the terms of the final settlement documents (i.e., they may be paid over time as funds are paid into the fee account). The fee fund shall be administered by an administrator who shall pay fee awards as directed by the Panel or Judge Polster with regard to the 12.5% as referenced in Paragraph 9 below.

Rule 408 Settlement Communication – Privileged and Confidential –
Cannot be used for any purpose except settlement discussion

6. The arbiters shall ultimately establish the rules for the arbitration process and the submission of fee applications, including the submission of documentary and/or other evidence; interviews with applicants and/or other counsel that they deem appropriate, and other means of creating a record upon which fee awards will be based and for any appeal taken in accordance with the intentions of this document. [redacted] Fee awards made by the Panel with respect to the Purdue bankruptcy portion of the fee fund shall be appealable solely to Judge Drain of the United States Bankruptcy Court for the Southern District of New York (under an abuse of discretion standard) who has final authority over the Purdue portion of any fee awards.

7. [redacted]

8. Notwithstanding Judge Polster's oversight and appellate authority, and his jurisdiction to enforce the fee allocations derived through this process, participation in the fund process shall not create broader general federal jurisdiction, equitable or otherwise, over applicants to the fund who are not otherwise subject to federal jurisdiction, nor shall the fund require participation by any applicant or its client(s) in an involuntary class action or the signing of a participation agreement as part of the criteria for participating in the fund. The Panel or Judge Polster, as the case may be, however, may request the execution of a document or a certification with respect to representations or statements made to the Panel or on appeal from the Panel's decision in order to participate in this fee process.

9. [redacted]

10. Any appeal to Judge Drain of the Purdue bankruptcy portion of the fee fund will also be subject to an abuse of discretion standard, however there will be no "hold back" of funds out of the Purdue bankruptcy portion of the fee fund, and it is anticipated that the arbiters will allocate the entirety of the Purdue bankruptcy portion of the fee fund. Judge Drain's determination of any appeal is final and binding. With regard to the Purdue fees, any appeal to Judge Drain shall be made within twenty-eight (28) days of the Panel decision as to any

applicant, and no payments shall be made until the appeal to Judge Drain has been concluded.

11. With respect to the entirety of the fee funds [redacted] and the Purdue bankruptcy portion, the arbiters will be asked to give consideration to the *Johnson* factors, as well as the following factors in reaching their determination (which factors may be applied and given relative weight in the arbiters' collective discretion):(a) the applicant's contemporaneously recorded time and labor dedicated to opioid litigation along with the applicant's financial commitment to the case. Claimed "time" will not be automatically accepted by the arbiters but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time; (b) the novelty and complexity of the lawsuit and causes of action asserted by the applicants' client(s); (c) the skill requisite to perform legal services properly and the undesirability of the case,; (d) the preclusion of other employment by the attorney/firm due to time dedication to opioid litigation; (e) the "common benefit," if any, alleged to have been conferred by the attorney/firm and whether such common benefit work product by that attorney/firm was used by others in parallel litigations whether within or outside of the MDL; (f) any contingent fee agreements with clients, the nature and extent of any work for those clients, whether those clients actively litigated and, if so, the nature and procedural history of such case(s); (g) the experience, reputation, and ability of the attorney/firm; (h) whether the attorney/firms' clients brought claims against the settling Defendants; (i) the status of discovery in the cases primarily handled by applicant; (j) the nature of any work by the applicant on "bellwether" cases or cases that were similarly active in litigation; (k) any pressure points successfully exerted by applicants in cases against settling defendants and any risk for settling defendants created by applicants in cases against them; (l) any risk for defendants created by applicants in cases against the settling defendants; (m) successful motion practice in cases worked on by the applicant; (n) the date of filing of any cases filed by the applicant; (o) obtaining consolidation of the litigation in the applicant's jurisdiction; (p) the number and population of entities represented by the applicant and the fees that would have been awarded under the extinguished contingent fee agreements; (q) whether any of the applicants' client entities were bellwether or lead plaintiffs; (r) whether the applicants' clients brought claims against the settling defendants; (s) the status of discovery in the cases primarily handled by the applicant; (t) whether the applicant has had a leadership role in the litigation, whether in state or federal court; (u) whether the applicant has had a leadership role in any negotiations aimed at resolving the litigation; (v) whether the applicant's cases have survived motions to dismiss; (w) and any other factors that the Panel finds to be appropriate to consider after input from fund applicants.

12. To the extent an applicant has already been paid or expects to be paid a fee in connection with a settlement of opioid litigation, the details of such payment must be disclosed to the arbiters prior to the issuance of award.

13. Any applicant claiming that he or she substantially benefited cases other than those in which he or she entered an appearance as counsel must substantiate those claims by proffering factual support, such as proper supporting affidavits and other documents. (See Rubenstein, William B., "Report and Recommendation Addressing Motion for Common Benefit Fund,"

4 & 4 n.5, In re: Nat'l Prescription Opiate Litig., Case: 1:17-md-02804, Doc #: 3319 (June 3, 2020).)

14. It is intention of all parties participating in this fee allocation protocol that there will be total transparency to the arbiters and to fund participants. Any and all monies in attorney's fees, including referral fees, or expenses paid, or promised for payment, to any applicant in any opioid litigation shall be disclosed to the arbitration Panel as a condition of participating in the fund and prior to an award from the Panel. Any payment, expectation of payment or perceived entitlement to participate in a state specific "backstop" agreement plan, or any other agreement reached with a state Attorney General's office or any political subdivision or any other source regarding the payment of fees, must be disclosed to the arbiters. Similarly, any right to payment from any ***other*** fund, for example a fund for payment to lawyers representing Attorneys General or Tribes, or political subdivisions shall be disclosed to the arbiters. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with political subdivisions, the Panel shall establish procedures for who should petition for fees from such groups and to whom the fees shall be paid and thereafter distributed to all co-counsel in accordance with applicable agreements.

15. Other than as set forth above, fees allocated and awarded under the procedure outlined herein shall not be subject to any additional common benefit order or other effort to tax recoveries awarded by the arbitration Panel, except that it is understood that all applicants shall identify for the arbiters, for purposes of this fund only, whether they utilized state litigation work product, or MDL work product, including but not limited ARCOS data, document repositories and deposition transcripts, and whether they signed the MDL participation agreement.

16. The costs associated with the arbitration process are to be funded by the Defendants. If the arbitration process is not funded by the Defendants, the payments will come from the fee funds or the interest thereon.

Joseph Rice
Motley Rice, LLC
(*PEC Co-Lead*)

Paul J. Geller
Robbins Geller
Rudman & Dowd, LLP
(*PEC Member*)

Christopher A. Seeger
Seeger Weiss LLP
(*PEC Member*)

Mikal C. Watts
Watts Guerra, LLP
(*MSGE*)

John B. White, Jr.
Harrison White, PC
(*MSGE*)

F. Jerome Tapley
Cory Watson, PC
(*MSGE*)

**Exhibit E**

**Oklahoma Litigating Political Subdivisions**

| | |
|---|---|
| Atoka County | Beckham County |
| Caddo County | Choctaw County |
| Cimarron County | Cleveland County |
| Coal County | Comanche County |
| Craig County | Creek County |
| Custer County | Delaware County |
| Dewey County | Garvin County |
| Grady County | Greer County |
| Harmon County | Harper County |
| Haskell County | Hughes County |
| Jackson County | Jefferson County |
| Johnston County | Kay County |
| Kiowa County | Latimer County |
| LeFlore County | Lincoln County |
| Logan County | Love County |
| Major County | Mayes County |
| McClain County | McCurtain County |
| Muskogee County | Noble County |
| Nowata County | Okfuskee County |
| Oklahoma County | Okmulgee County |
| Osage County | Ottawa County |
| Pawnee County | Payne County |
| Pittsburg County | Pottawatomie County |
| Roger Mills County | Rogers County |
| Seminole County | Stephens County |
| Texas County | Tillman County |
| Tulsa County | Washington County |
| Woods County | Woodward County |
| City of Ada | City of Altus |
| City of Anadarko | City of Bethany |
| City of Broken Arrow | City of Collinsville |
| City of Edmond | City of El Reno |
| City of Elk City | City of Enid |

| | |
|---|---|
| City of Guthrie | City of Jenks |
| City of Lawton | City of Midwest City |
| City of Muskogee | City of Mustang |
| City of Oklahoma City | City of Owasso |
| City of Ponca City | City of Seminole |
| City of Shawnee | City of Stillwater |
| City of Tulsa | City of Yukon |

**Exhibit F**

Oklahoma Subdivision Allocation

**Oklahoma Subdivision Allocation**

The initial allocations are shown on Table 1. Ten percent (10%) of funds received will be held back from this initial allocation to establish an Appeal Fund for any Participating Subdivision to appeal their allocation of settlement funds as set forth in this exhibit, and to pay administrative costs. Each participating subdivision will have six months after receipt of their allocation to appeal to a Special Master appointed to hear appeals. If all the money in the Appeal Fund is not distributed through the appeals process, it will be redistributed in accordance with Table 2 below. The allocations shown below will be further reduced for the payment of attorneys' fees and costs in accordance with each locality's representation agreement with their counsel.

Table 1: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns, with 10% Holdback

| Municipal Area | Area % of Total | Municipal Area | Area % of Total |
|---|---|---|---|
| City of Ada | 1.150% | Lincoln County | 0.358% |
| City of Altus | 0.090% | Logan County | 0.760% |
| City of Anadarko | 0.320% | Love County | 0.144% |
| Atoka County | 0.283% | Major County | 0.016% |
| Beckham County | 0.252% | Mayes County | 0.668% |
| City of Bethany | 0.348% | McClain County | 0.284% |
| City of Broken Arrow | 2.831% | McCurtain County | 0.624% |
| Caddo County | 0.428% | City of Midwest City | 1.917% |
| Choctaw County | 0.295% | City of Muskogee | 2.976% |
| Cimarron County | 0.046% | Muskogee County | 0.153% |
| Cleveland County | 0.372% | City of Mustang | 0.225% |
| Coal County | 0.144% | Noble County | 0.040% |
| City of Collinsville | 0.173% | Nowata County | 0.109% |
| Comanche County | 3.101% | Okfuskee County | 0.204% |
| Craig County | 0.144% | City of Oklahoma City | 20.187% |
| Creek County | 1.137% | Oklahoma County | 4.021% |
| Custer County | 0.278% | Okmulgee County | 0.305% |
| Delaware County | 0.336% | Osage County | 0.647% |
| Dewey County | 0.017% | Ottawa County | 0.258% |
| City of Edmond | 2.051% | City of Owasso | 1.034% |
| City of El Reno | 0.279% | Pawnee County | 0.316% |
| City of Elk City | 0.448% | Payne County | 0.513% |
| City of Enid | 1.042% | Pittsburg County | 0.140% |
| Garvin County | 0.115% | City of Ponca City | 0.626% |
| Grady County | 1.418% | Pottawatomie County | 0.705% |
| Greer County | 0.059% | Roger Mills County | 0.080% |
| City of Guthrie | 0.298% | Rogers County | 1.266% |
| Harmon County | 0.042% | City of Seminole | 0.344% |
| Harper County | 0.057% | Seminole County | 0.433% |
| Haskell County | 0.224% | City of Shawnee | 1.601% |
| Hughes County | 0.172% | Stephens County | 0.599% |
| Jackson County | 0.696% | City of Stillwater | 1.244% |
| Jefferson County | 0.189% | Texas County | 0.448% |
| City of Jenks | 0.249% | Tillman County | 0.132% |
| Johnston County | 0.227% | City of Tulsa | 16.441% |
| Kay County | 0.437% | Tulsa County | 7.121% |
| Kiowa County | 0.155% | Washington County | 0.510% |
| Latimer County | 0.357% | Woods County | 0.041% |
| City of Lawton | 0.496% | Woodward County | 0.198% |
| LeFlore County | 1.135% | City of Yukon | 0.421% |

Table 2: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns

| Municipal Area | Area % of Total | Municipal Area | Area % of Total |
|---|---|---|---|
| City of Ada | 1.278% | Lincoln County | 0.398% |
| City of Altus | 0.101% | Logan County | 0.845% |
| City of Anadarko | 0.356% | Love County | 0.160% |
| Atoka County | 0.315% | Major County | 0.018% |
| Beckham County | 0.280% | Mayes County | 0.742% |
| City of Bethany | 0.387% | McClain County | 0.316% |
| City of Broken Arrow | 3.146% | McCurtain County | 0.694% |
| Caddo County | 0.475% | City of Midwest City | 2.130% |
| Choctaw County | 0.328% | City of Muskogee | 3.307% |
| Cimarron County | 0.051% | Muskogee County | 0.170% |
| Cleveland County | 0.413% | City of Mustang | 0.249% |
| Coal County | 0.160% | Noble County | 0.045% |
| City of Collinsville | 0.192% | Nowata County | 0.121% |
| Comanche County | 3.445% | Okfuskee County | 0.227% |
| Craig County | 0.160% | City of Oklahoma City | 22.430% |
| Creek County | 1.263% | Oklahoma County | 4.468% |
| Custer County | 0.309% | Okmulgee County | 0.339% |
| Delaware County | 0.373% | Osage County | 0.719% |
| Dewey County | 0.019% | Ottawa County | 0.287% |
| City of Edmond | 2.279% | City of Owasso | 1.148% |
| City of El Reno | 0.310% | Pawnee County | 0.351% |
| City of Elk City | 0.498% | Payne County | 0.570% |
| City of Enid | 1.158% | Pittsburg County | 0.155% |
| Garvin County | 0.127% | City of Ponca City | 0.695% |
| Grady County | 1.575% | Pottawatomie County | 0.783% |
| Greer County | 0.066% | Roger Mills County | 0.089% |
| City of Guthrie | 0.331% | Rogers County | 1.406% |
| Harmon County | 0.046% | City of Seminole | 0.382% |
| Harper County | 0.063% | Seminole County | 0.481% |
| Haskell County | 0.249% | City of Shawnee | 1.779% |
| Hughes County | 0.191% | Stephens County | 0.666% |
| Jackson County | 0.773% | City of Stillwater | 1.382% |
| Jefferson County | 0.210% | Texas County | 0.497% |
| City of Jenks | 0.277% | Tillman County | 0.147% |
| Johnston County | 0.252% | City of Tulsa | 18.267% |
| Kay County | 0.486% | Tulsa County | 7.912% |
| Kiowa County | 0.172% | Washington County | 0.566% |
| Latimer County | 0.396% | Woods County | 0.046% |
| City of Lawton | 0.552% | Woodward County | 0.220% |
| LeFlore County | 1.261% | City of Yukon | 0.468% |

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.B. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | River to Sea TPO Funding Agreement | | |
| **Recommended Action** | Approval is recommended for the funding agreement in the amount of $4,514 with the Volusia-Flagler TPO for FY 2025-26. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |


Summary

This is a request to approve a resolution renewing a funding agreement in the amount of $4,514 with the River to Sea Transportation Planning Organization (R2CTPO) doing business as the Volusia-Flagler Transportation Planning Organization (TPO) for Fiscal Year 2025-2026.

Each year since 2000, the City has entered into an annual agreement with the Volusia-Flagler TPO, in support of its role in the planning and funding of Volusia County transportation projects. The Volusia-Flagler TPO provides a cooperative forum for regional planning and the allocation of millions of dollars in federal transportation funding annually.


Financial Impact

Funding for this assessment of $4,514 has been included in the General Fund operating budget of the Planning Department.

Citizen Impact

The Volusia-Flagler TPO helps Ormond Beach speak with one voice to their state and federal agencies and elected officials on transportation-related issues.

Attachments

1. 25-125 River to Sea Funding Agmt (P25-0098G)
2. City of Ormond Beach Funding Agreement FY 2026, Updated 07152025
3. TPO - Letter & Invoice

**RESOLUTION NO. 2025-125**

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION D/B/A/ VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, the City Commission desires to enter into an agreement with the River to Sea Transportation Planning Organization d/b/a Volusia-Flagler Transportation Planning Organization ("Volusia-Flagler TPO") to support the Volusia-Flagler TPO's role in planning and funding Volusia County Transportation System projects, and

**WHEREAS**, the City Manager has certified that the City's $4,514.00 funding contribution has been appropriated in the General Fund (001) and has not been appropriated for any other purpose, ow therefore,

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

**SECTION ONE.** The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City of Ormond Beach and the Volusia-Flagler TPO to support planning and funding of Volusia County Transportation System projects, a copy of said Agreement is attached hereto and incorporated herein by reference, and to pay the City's contribution from the General Fund (001).

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

**CITY OF ORMOND BEACH/VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION**
**FY 2025/2026 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this ____ day of ____ 2025, by and between the **CITY OF ORMOND BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter **"CITY"**), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION, DBA** the **VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION (TPO),** a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter **"Volusia-Flagler TPO"**).

**WITNESSETH**

**WHEREAS,** the Volusia-Flagler TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; and

**WHEREAS,** Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

**WHEREAS**, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

**WHEREAS**, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

**WHEREAS**, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

**WHEREAS**, the Volusia-Flagler TPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

**WHEREAS**, the CITY enters into this Agreement with the Volusia-Flagler TPO to provide it with funding to support the functions necessary to achieve the Volusia-Flagler TPO's desired role in planning the transportation system;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the Volusia-Flagler TPO agree as follows:

**SECTION 1.** **RECITALS.** The CITY and the Volusia-Flagler TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

**SECTION 2.** **FISCAL YEAR 2025/26 FUNDING REQUIREMENTS**. The CITY shall allocate **$4,514.00** to the Volusia-Flagler TPO. Such funds shall be paid to the Volusia-Flagler TPO upon receipt of an invoice from the Volusia-Flagler TPO to the CITY. The payment shall be used for the Volusia-Flagler TPO fiscal year (FY) 2025/26 budget effective July 1, 2025. The funding provided to the Volusia-Flagler TPO by the CITY is equal to ten cents ($.10) per capita based on the 2024 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

**SECTION 3.** **EFFECTIVE DATE AND TERMS**. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2026.

**SECTION 4.** **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

**SECTION 5.** **MISCELLANEOUS**

A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portions hereto.

C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

**SECTION 6. CONTROLLING LAWS**

A. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the Planning Director now in effect and those hereinafter adopted.

B. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

C. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

**SECTION 7. BINDING NATURE OF AGREEMENT**. This Agreement shall be binding only between the CITY and the Volusia-Flagler TPO and inure to the benefit of the successors or assigns of the parties.

**SECTION 8. NOTICES**. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

**CITY:** Planning Director
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

**Volusia-Flagler TPO:** Executive Director
Volusia-Flagler TPO
1540 Cornerstone Blvd., Suite 240
Daytona Beach, FL 32117

**SECTION 9.** **AUDIT AND RECORD KEEPING PROCEDURES**. The Volusia-Flagler TPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1)(a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies,* issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

**SECTION 10.** **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the Volusia-Flagler Transportation Planning Organization.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement as of the day and year first above written.

**VOLUSIA-FLAGLER TPO**

_____
*Signature*

Print Name: Colleen Nicoulin

Title: Executive Director

**ATTEST:**

_____
*Signature*

Print Name: Melanie Pruneau

Title: Administrative Assistant

**CITY OF ORMOND BEACH**

_____
*Signature*

Print Name: _____

Title: _____

**ATTEST:**

_____
*Signature*

Print Name: _____

Title: _____

(CORPORATE SEAL)

# Volusia-Flagler TPO

1540 Cornerstone Blvd., Ste. 240
Daytona Beach, FL 32117
386-271-0249

# INVOICE

**INVOICE NO: OB2026**
**DATE: June 09, 2025**

**DUE: July 09, 2025**

Mr. Steven Spraker, Planning Director
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | Volusia-Flagler TPO FY 25/26 Member Assessment | | $4,514.00 |
| | | **TOTAL DUE** | **$4,514.00** |

Make all checks payable to: Volusia-Flagler Transportation Planning Organization
If you have any questions concerning this invoice, please call: Mariel Lemke, 386-271-0249 ext. 3.

**THANK YOU FOR YOUR PARTICIPATION!**

To: Volusia-Flagler Transportation Planning Organization Member

From: Mariel Lemke

Date: June 9, 2025

Re: FY 2025/26 Funding Agreement and Invoice

The Vousia-Flagler Transportation Planning Organization collects funding annually from each member to support the organization's functions necessary to achieve the desired role in planning the transportation system. The FY 2025/26-member assessment is calculated at ten (10) cents per capita using the 2024 official population estimate produced by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

Enclosed you will find a Funding Agreement for the FY 2025/26 TPO member assessment. Please execute and return the original to the TPO office. An invoice for the FY 2025/2026-member assessment for your processing is also included. **PLEASE NOTE OUR NEW OFFICE/MAILING ADDRESS: 1540 Cornerstone Blvd., Suite 240 – Daytona Beach, FL 32117.** If you have any questions, please contact us.

Thank you for your support of the Volusia-Flagler Transportation Planning Organization.

Mariel Lemke
Accounting Manager
Volusia-Flagler Transportation Planning Organization (TPO)
**1540 Cornerstone Blvd., Suite 240**
**Daytona Beach, FL 32117**
**386.271.0249 ext. 3**
MLemke@r2ctpo.org
www.vftpo.org

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.C. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Memo of Agreement - Volusia County Combined-Drug Task Force Central Florida HIDTA | | |
| **Recommended Action** | Staff recommends approval of the Volusia County Combined-Drug Task Force Central Florida High Intensity Drug Trafficking Areas (CFHIDTA) memo of agreement renewal. | | |
| **Strategic Goal** | Public Safety - Other | | |
| **Department Staff Contact** | Police Department<br>Jesse Godfrey, Police Chief | | |


Summary

This item is for the renewal of the Volusia County Combined-Drug Task Force Central Florida High Intensity Drug Trafficking Areas (CFHIDTA) memo of agreement. OBPD is currently participating in this Combined-Drug Task Force and this is a renewal of the most recent agreement from October 2021.

The mission of the Combined Drug Task Force is to combat racketeering, drug law violations, organized crime, related criminal violations, fugitive apprehensions, and to disrupt or dismantle organizations engaging in such activity. The Combined Task Force conducts investigations with the primary focus of achieving a significant reduction in the trafficking and/or distribution of illicit drugs; disrupting and/or dismantling local multi-state and international drug trafficking organizations, individuals responsible for drug crimes, and drug-related violence in Volusia County.

The Combined Task Force reduces the illegal flow and possession of firearms by convicted felons of violent crimes and/or drug crimes; by comparing the prosecutorial exposure of these felons with both the State Attorney's Office and the US Attorney's Office, the maximum sentence can be pursued. A majority of these felons are directly involved in the use, possession and/or trafficking of illegal drugs. All illegally obtained assets and proceeds associated with the trafficking and/or distribution of illicit drugs are seized.


Financial Impact

There are no additional costs associated with this Mutual Aid Agreement. The City would provide 1 investigator for task force participation, while compensating them as normal under the Ormond

Beach Police Officers' Collective Bargaining Agreement. HIDTA typically provides reimbursement to participating agencies/municipalities with up to $18,000 from federal funding per year to offset overtime payroll costs for the investigator assigned to their associated cases. In addition, participating municipalities currently receive an equitable share of 10% from all asset forfeitures resulting from investigations associated with this task force.

Citizen Impact

By partnering with other local law enforcement agencies, the OBPD can extend the scope of authority and allow for multi-jurisdictional investigations under the authority of a single law enforcement entity.

Attachments

1. 25-127 MOA CFHIDTA (P25-0102G)
2. VBI Federal MEMORANDUM of AGREEMENT Master 05-09-2025
3. 2021 Volusia County Sheriff's Office Multi Agency Drug Trafficking Task Force Exp 2025 0531 RES 2021-164 (6C)

**RESOLUTION NO. 2025-127**

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN VOLUSIA COUNTY COMBINED-DRUG TASK FORCE AND CENTRAL FLORIDA HIDTA (CFHIDTA); AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** the City, as a participating member of the Volusia County Combined-Drug Task Force, desires to participate in the Central Florida High Intensity Drug Trafficking Area Task Force (CFHIDTA), now therefore,

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

**SECTION ONE.** The City Manager or her designee is hereby authorized and directed to execute a Memorandum of Agreement between the Volusia County Combined-Drug Task Force and CFHIDTA regarding the participation in a multi-agency drug trafficking task force, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

**APPROVED AND AUTHENTICATED, this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2025\08-05-25\25-127 MOA CFHIDTA (P25-0102G).docx

***MEMORANDUM OF AGREEMENT (MOA)***
***VOLUSIA COUNTY COMBINED-DRUG TASK FORCE***
***CENTRAL FLORIDA HIDTA (CFHIDTA)***

## Purpose

The purpose of this MOA is to state the mission of the CFHIDTA Combined Drug Task Force and set forth the organizational structure and responsibilities of participating agencies.

## Mission

The mission of the CFHIDTA Combined Drug Task Force shall be to combat racketeering, drug law violations, organized crime, related criminal violations, fugitive apprehensions, and to disrupt or dismantle organizations engaging in such activity. The Task Force will conduct investigations with the primary focus of achieving a significant reduction in the trafficking and/or distribution of illicit drugs; disrupting and/or dismantling local multi-state and international drug trafficking organizations (DTOs)/individuals responsible for drug crimes and drug related violence in Volusia County. The Combined Drug Task Force will also reduce the illegal flow and possession of firearms by convicted felons of violent crimes and/or drug crimes. By comparing the prosecutorial exposure of these felons with both the State Attorney's Office and the US Attorney's Office, the maximum sentence can be pursued. A majority of these felons are directly involved in the use, possession and/or trafficking of illegal drugs. All illegally obtained assets and proceeds associated with the trafficking and/or distribution of illicit drugs will be seized.

## Agency Participation

Law enforcement agencies participating in this Task Force shall provide officers/deputies/agents on a full-time basis for a minimum assignment period of one year. Officers/deputies/agents selected for this assignment shall be of sufficient experience and capability to conduct complex investigations of organized criminal narcotics enterprises. There may be some part-time participants as needed. All participants will be reported on a roster.

The following law enforcement agencies agree to provide qualified personnel as stated above:

## Full-Time Participants

Volusia Sheriff's Office (VSO)
Federal Bureau of Investigation (FBI)
Homeland Security Investigations (HSI)
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
DeLand Police Department (DPD)
Edgewater Police Department (EPD)
Ormond Beach Police Department (OBPD)
New Smyrna Beach Police Department (NSBPD)

## Collocation/Commingling

Collocation/commingling of **full-time** federal, state and local law enforcement agencies working together in the same facility is a required standard for all CFHIDTA drug task forces and initiatives. This includes free and open access and interaction among law enforcement agency participants in all CFHIDTA initiatives that are housed in the same facility. Efforts should be

made to house multiple CFHIDTA-funded initiatives composed of multi-agency participants in central location(s). Optimally, this location(s) will be devoid of any physical barriers that prohibit or hinder the interaction and commingling of participants between initiatives. Regardless of location, all CFHIDTA law enforcement participants and initiatives must have access to and interact with the CFHIDTA Investigative Support Center (ISC).

**Organizational Structure**

The Task Force will operate under the authority of the CFHIDTA Executive Board and comply with all CFHIDTA administrative and financial requirements as specified by the CFHIDTA Director. This will include but not be limited to participation in the preparation of the Annual Threat Assessment, Initiative and Budget Strategy and the Annual Report. The Task Force will also assist in the preparation of periodic budget and expenditures reports, case summaries and statistical accomplishment reports and other items as required by the CFHIDTA Director, Executive Board and/or Office of National Drug Control Policy (ONDCP).

**Supervision and Coordination**

Supervision of the Task Force will be provided by the VSO. The Task Force supervisors will be required to coordinate all investigative activity with the CFHIDTA ISC and all other CFHIDTA task forces/Initiatives. The supervisors will ensure that all Task Force activity is entered into appropriate CFHIDTA ISC deconfliction systems.

Law enforcement members participating in this Task Force shall adhere to their parent agency's policies, procedures, and standards of conduct.

**Funding**

Subject to availability of annual appropriated funds by ONDCP, funds for payment of personnel and equipment will be provided to support this Task Force. This support may include full or partial payment for office equipment and supplies, official travel, purchase of evidence and information, overtime costs, cellular phones and other items as approved by ONDCP guidelines, the CFHIDTA Executive Board and Director. The Task Force **will** establish a budget for those specific expenses to be covered each year. The Initiative Commander/s will work with the Finance Committee and CFHIDTA Director with regard to budget issues. Since CFHIDTA is a performance-based budgeting program, funding for this Task Force may be increased or decreased depending upon the success of achieving its goals.

**Expenditures**

All expenditures of the participating members must comply with the financial guidelines of the ONDCP/CFHIDTA and Orange County Sheriff's Office, which is the funding agent for CFHIDTA.

**Overtime**

Reimbursement for overtime costs will be paid at the normal overtime rate of the state/local officer/deputy up to a maximum rate per fiscal year as approved by the Executive Board.

Overtime must be approved by the Initiative Commander and may only be earned after completing an eight-hour workday at the Task Force, or in accordance with individual

participating agency overtime guidelines. Exceptions must have prior approval from CFHIDTA Finance Unit.

Overtime paid to any state/local officer/deputy through Organized Crime/Drug Enforcement Task Force funds will not count towards the above annual maximum; however, the total paid from all federal funds may not exceed the federal cap of 25% of a grade 12, step 1. Further, it is the parent agency's responsibility to track and ensure that their assigned personnel do not exceed this cap.

**Targeting Selection**

The object of the CFHIDTA is to concentrate on the most significant drug trafficking, money laundering and violent crime organizations which impact this region. All investigations are pursued with the expectation of identifying the most significant targets. Generally, the targets should meet the US Attorney's guideline for OCDETF targets and organizations. Target selection will be consistent with an intelligence-based approach to this objective. The Task Force will notify the Executive Board through the CFHIDTA Director of all investigations initiated and will make monthly reports of investigative progress and accomplishments. The CFHIDTA ISC will assist the Task Force in target selection and will coordinate the collection and sharing of information among all CFHIDTA initiatives.

**Performance Measurements**

The HIDTA Program is a strategy driven system wherein the Executive Board assesses the drug threat identified in the region and designs a strategy to reduce that threat. The Executive Board will oversee and direct the development of CFHIDTA initiatives to implement the strategy and target the threat. This Task Force must be focused with measurable outputs (goals/objectives) that justify the requested CFHIDTA funding. This Task Force must be reevaluated each year by the CFHIDTA Executive Board to determine whether it should continue to be included in CFHIDTA's strategy. Goals and objectives for this Task Force and the required supporting documents used for reporting and measuring achievements will be provided.

**Sharing of Forfeited Assets**

Sharing of forfeited assets will be handled on a case by case basis as agreed upon by participating agencies, and/or as consistent with federal and state laws.

**Press Policy**

The Initiative Commander(s) will coordinate all press releases with all Volusia County Combined Drug Task Force agencies and the US Attorney or State Attorney, as appropriate, for all investigative matters under prosecution. A copy of all releases will be forwarded to the CFHIDTA Director. All press conferences will be coordinated by the lead agency(s) with participating agencies.

**Drug and Alcohol Policy**

All personnel assigned to the CFHIDTA hold a position of trust and public safety; therefore, all CFHIDTA personnel are expected to maintain an alcohol and drug free work environment to protect the health and safety of the public and other CFHIDTA personnel.

**Conclusion**

The term of this Memorandum of Agreement (MOA) shall be from the date of signature by authorized representatives of all participating agencies. Any party, upon 30 days advance written notice, may terminate this agreement. Due to the complexities of the types of investigations that will be conducted and the different agencies involved, there may be times when certain guidelines within the MOA will be decided on a case by case basis by appropriate agency representatives.

**New Agency**

At the request of a participating member agency, and with the approval of the other Volusia County Combined Drug Task Force members, a new agency may join by signing an addendum (inclusion of additional participating agency), and they will enter into this agreement as evidenced by their signing of the addendum.

**New Agency Head of Existing Agency**

If a participating member agency head should change, the new agency head may sign an addendum (Continuing Certification by New Agency Head) acknowledging their agency's continuing participation under said agreement.

Agency acceptance of the voluntary Memorandum of Agreement among the member agencies of the Volusia County Combined Drug Task Force. Agreed to and approved by the following agency/department heads as indicated by affixed signatures and dates.

**Name/Agency**

Michael Chitwood, Sheriff
Volusia Sheriff's Office

Reviewed as to form:

Peter McGlashan, General Counsel
Volusia Sheriff's Office

Jason Carley, SAC
Federal Bureau of Investigation

Kirk D. Howard, SAC
Bureau Alcohol, Tobacco, Firearms & Explosives

John Condon, SAC
Department of Homeland Security (ICE/HSI)

Agency acceptance of the voluntary Memorandum of Agreement among the member agencies of the Volusia County Combined Drug Task Force. Agreed to and approved by the following agency/department heads as indicated by affixed signatures and dates.

**Name/Agency**

Jason D. Umberger, Chief of Police
DeLand Police Department

Joseph P. Mahoney, Chief of Police
Edgewater Police Department

Robert “Jesse” Godfrey, Chief of Police
Ormond Beach Police Department

Christopher Kirk, Chief of Police
New Smyrna Beach Police Department

**RESOLUTION NO. 2021-164**

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE VOLUSIA COUNTY SHERIFF'S OFFICE REGARDING A MULTI-AGENCY DRUG TRAFFICKING TASK FORCE; 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 Manager or her designee is hereby authorized and directed to execute a Mutual Aid Agreement with the Volusia County Sherriff's Office regarding the establishment of a multi-agency drug trafficking task force, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

**APPROVED AND AUTHENTICATED, this 19th day of October, 2021.**

Bill Partington

**BILL PARTINGTON**
Mayor

**ATTEST:**

**SUSAN CARROLL DAUDERIS**
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\10-19-21\21-164 VCS Mutual Aid Trafficking (P21-0149G).docx

# VOLUSIA COUNTY COMBINED-DRUG TASK FORCE
# MULTI-AGENCY VOLUNTARY COOPERATION
# MUTUAL AID AGREEMENT

**WHEREAS,** the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force or "Drug Task Force"*) intended to combat racketeering, drug law violations, organized crime, related criminal violations and to disrupt organizations engaging in such activity; and

**WHEREAS,** the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS,** the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS,** the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force;*

**NOW THEREFORE,** the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia Sheriff's Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

## Parties to This Agreement:

State and Local Participants:

Office of the State Attorney, Seventh Judicial Circuit of Florida
Volusia Sheriff's Office
DeLand Police Department
Edgewater Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department

Federal Participants:

U.S. Immigration and Customs Enforcement, Homeland Security Investigations – Tampa
Federal Bureau of Investigations - Jacksonville

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the *Drug Task Force* Governing Board.

## Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "trafficking" level offenders, along with their associated distribution organizations.

While it is a known fact that the targeting and arrest of "street-level" drug dealers is an essential function of local law enforcement, it is also an established fact that those investigations oftentimes fail to result in the arrest of the dealer's source of supply. Therefore, it is the intent of this *Drug Task Force* to target the offenders that have a direct effect on the importation and distribution of those illegal narcotics into the community.

The principle purpose of the *Drug Task Force* shall be the successful prosecution of violators of the narcotic drug laws, with particular emphasis placed on efforts designed to identify and dismantle organized criminal enterprises. Furthermore, emphasis shall be placed on targeting violators that commit criminal acts in multiple jurisdictions and/or multiple judicial circuits.

*Drug Task Force* efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia Sheriff's Office and other *Drug Task Force* members.

## Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and/or take enforcement action in accordance with the law and terms of this agreement.

## Organization, Command and Supervisory Responsibility:

There shall be a *Drug Task Force* Governing Board, which shall consist of the State Attorney for the Seventh Judicial Circuit; the Sheriff of Volusia County; the Chief of Police of the Deland Police Department, the Special Agent in Charge of HSI - Tampa and /or the individual agency's approved designee. The Governing Board shall have plenary supervisory authority over the *Combined Drug Task Force.*

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the *Drug Task Force* Governing Board. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the *Drug Task Force* Governing Board.

The Volusia Sheriff's Office (VSO) will assign two supervisors of the rank of sergeant to the *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VSO Supervisors shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Governing Board and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VSO supervisor shall contact and request assistance from the HIDTA group, Federal Agency and/or Sheriff's Office having jurisdiction in the operational area.

The VSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VSO Supervisors and Assistant State Attorney, said agency shall have the right to present the matter to the Governing Board, on an individual case basis, for reconsideration and final decision.

During the absence of the VSO Supervisors, or as deemed necessary by them, any member assigned to the *Drug Task Force* may be designated as a Team Leader to manage operational *Drug Task Force* matters.

The Governing Board shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the VSO Supervisors.

## Jurisdiction:

The principal site of the Combined *Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO Supervisors. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incidental to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia Bureau of Investigation Supervisor in consultation with the Governing Board. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

## Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

## Handling Complaints:

Whenever there is cause to believe that a complaint, against an employee of a Task Force member agency, has arisen as a result engaging in the *Drug Task Force* initiatives pursuant to this Agreement, the Drug Task Force Supervisor shall be responsible for the documentation of said complaint to ascertain at a minimum:

- The identity of the complainant.
- An address where the complaining party can be contacted.
- The specific allegation.
- The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the Task Force member agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the Task Force member agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Drug Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Drug Task Force* shall be based upon current statutory and case law. The Parties agree that the Volusia Sheriff's Office or individual participant agencies, through their own or other assisting attorneys, subject to participant agency concurrence, will be primarily responsible under this Agreement for pursuing all *Drug Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the adoption of said seizures for federal forfeiture proceedings when deemed appropriate. The Governing Board may, if necessary, determine which agencies or contract entities shall handle forfeitures, subject to approval of affected agencies. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Drug Task Force*.

In the instance of state forfeiture, assets will be distributed amongst the participating agencies in the following manner:

| | |
|---|---|
| Volusia Sheriff's Office | 60.0% of seized assets |
| DeLand Police Department | 10.0% of seized assets |
| Edgewater Police Department | 10.0% of seized assets |
| New Smyrna Beach Police Department | 10.0% of seized assets |
| Ormond Beach Police Department | 10.0% of seized assets |
| Homeland Security Investigations - Tampa | 0.0% of seized assets |
| Federal Bureau of Investigations - Jacksonville | 0.0% of seized assets |

The distribution of forfeited assets in cases involving federal forfeiture will be decided on a case-by-case basis and in accordance with applicable federal law. Any cases involving the adoption of a state seizure by a federal law enforcement agency will be conducted in accordance with applicable federal and state law.

The Governing Board may approve allocation of the forfeited assets to a non-participating agency of this *Drug Task Force* based upon that agency's involvement or participation in an individual case.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Drug Task Force* cases may request copies of forfeiture complaints and pleading filed by reason of *Drug Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Drug Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Drug Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

## Evidence and Records:

The Parties agree that all *Drug Task Force* reports and records shall be maintained by VSO, and shall be identified as *Drug Task Force* reports.

Evidence shall be seized in accordance with VSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VSO.

The Volusia Sheriff's Office, *Drug Task Force* supervisor, may at any time order a review and audit with regard to the seizure and handling of all evidence, property, or cash or any other aspect of *Task Force* operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

## Operational Procedures Manual:

The Volusia Bureau of Investigation Supervisor will maintain a *Drug Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Drug Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Drug Task Force* members to utilize during *Drug Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The *Drug Task Force* Governing Board will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Drug Task Force* matters.

## Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Volusia Sheriff, and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until May 31, 2025, unless cancelled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Volusia Sheriff's Office. Copies of the Agreement and all executed signature pages will be filed with the Florida Department of Law Enforcement Mutual Aid Office in Tallahassee, Florida, within 14 days of signing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties hereto sign on the date specified.

See Attached Agency Signature Page:

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Volusia Sheriff's Office**:

Michael J. Chitwood, Sheriff
Volusia Sheriff's Office (VSO)

**Date**:

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

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**********

**For the Office the State Attorney, Seventh Judicial Circuit of Florida:**

R.J. Larizza, 7th Judicial Circuit
Office of the State Attorney (SAO)

**Date:** October 8th, 2021

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the United States Immigration and Customs Enforcement, Homeland Security Investigations**:

_____

John A. Condon, Special Agent in Charge
Tampa Field Division

**Date**:_____

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Federal Bureau of Investigation**:

_____

Rachel Rojas, Special Agent in Charge
Jacksonville Field Office

**Date**:_____

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

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**********

**For the New Smyrna Beach Police Department**:

Mike Coffin, Chief of Police
New Smyrna Beach Police Department (NSBPD)

**Date:** 09/02/2025

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

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**********

**For the Edgewater Police Department**:

Joseph P. Mahoney, Chief of Police
Edgewater Police Department (EPD)

**Date**: 09-01-21

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Deland Police Department:**

Jason D. Umberger, Chief of Police
DeLand Police Department (DPD)

**Date:** 9/1/21

**Party's Acceptance of the Volusia County Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Ormond Beach Police Department:**

Robert "Jesse" Godfrey, Chief of Police
Ormond Beach Police Department (OBPD)

**Date:** October 19, 2021

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CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

**CITY MANAGER**
**MEMORANDUM**

**To:** The Honorable Mayor Partington and City Commissioners

**Through:** Joyce A. Shanahan, City Manager

**From:** Jesse Godfrey, Police Chief

**Date:** October 19, 2021

**Subject:** Police Dept./Volusia Sheriff's Office MAA (VBI Task Force)

**Commission Goal:** N/A

## Introduction

This is a request for approval to enter into a Mutual Aid Agreement with the Volusia Sheriff's Office (VSO) to participate with the Volusia Bureau of Investigation (VBI) Drug Task Force.

## Background

The VSO enlists a Drug Task Force within a specialized unit known as the VBI, consisting of law enforcement investigators from several local agencies in the county participating as representatives therein, along with State and Federal law enforcement agencies. The purpose of this task force is to provide an enhanced network of specialized personnel, equipment, and resources to combat racketeering, drug trafficking, organized crime, and other criminal violations to disrupt organizations engaging in such activity.

## Discussion

VBI operates as a separate entity from the Combined Drug Task Force, in which the Ormond Beach Police Department (OBPD) has participated for several years. VBI works in conjunction with the High Intensity Drug Trafficking Areas (HIDTA) Task Force, as well as other federal partners, focusing on higher-level crimes and targeting those who organize, supply, traffic, and distribute illegal narcotics into and within the community. See attached Mutual Aid Agreement, effective until May 31, 2025.

## Citizen Impact

Participation within this task force provides an elevated level of public safety, as it targets the enforcement and removal of dangerous narcotics, and associated criminal elements involved with its trafficking, from our city.

## Budget Impact

There are no additional costs associated with this Mutual Aid Agreement. The City would provide one (1) investigator for task force participation, while compensating them as normal under the Ormond Beach Police Officers' Collective Bargaining Agreement. HIDTA typically provides a reimbursement to participating agencies/municipalities with up to $18,000 from federal funding per year to offset overtime payroll costs for the investigator assigned to their associated cases. In addition, participating municipalities currently receive an equitable share of 10% from all asset forfeitures resulting from investigations associated with this task force.

## Recommendation

It is recommended that the City Commission approve the attached Mutual Aid Agreement with the Volusia Sheriff's Office, in order to participate with the Volusia Bureau of Investigation Drug Task Force.

## Attachments:

- 21-164 VCS Mutual Aid Trafficking (P21-0149G) (PDF)
- VSO Combined Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement (VBI Task Force)(PDF)

**REVIEWED BY:**

Kelly McGuire, Finance Director 9/24/2021

Claire Whitley, Assistant City Manager 10/12/2021

**APPROVED BY:**

Joyce A. Shanahan, City Manager 10/13/2021

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.D. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Mutual Aid Agreement - Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation | | |
| **Recommended Action** | Staff recommends approval of the Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement renewal. | | |
| **Strategic Goal** | Public Safety - Other | | |
| **Department Staff Contact** | Police Department<br>Jesse Godfrey, Police Chief | | |

Summary

This item is for the renewal of the Volusia County Combined-Drug Task Force Multi-Agency Cooperation agreement. OBPD has participated in this Drug Task Force for over 15 years. This is a renewal of the ongoing agreement which was most recently approved in June 2022.

This Drug Task Force is a mechanism by which area law enforcement agencies can dedicate resources to a centralized unit for the purpose of targeting “street” level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street-level vice-related crimes.

The Drug Task Force efforts include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the Drug Task Force operations.

Financial Impact

There are no additional costs associated with this Mutual Aid Agreement. The City would continue to provide 1 investigator for task force participation, while compensating them as normal under the Ormond Beach Police Officers' Collective Bargaining Agreement. In addition, participating municipalities currently receive an equitable share of 12.5% from all asset forfeitures resulting from investigations associated with this task force.

Citizen Impact

This agreement allows the OBPD to provide an increased level of service to City residents by participating in investigations extending beyond its jurisdictional boundaries.

Attachments

1. 25-128 VCS Mutual aid Street Level (P25-0109G)
2. ESNTF WSNTF MOU Master 05-13-2025
3. Mutual Aid Agreement - VCSO Multi Agency Street Level Drug Task Force Exp 2025

**RESOLUTION NO. 2025-128**

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE VOLUSIA COUNTY SHERIFF'S OFFICE REGARDING A MULTI-AGENCY STREET LEVEL DRUG TASK FORCE; 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 Manager or her designee is hereby authorized and directed to execute a Mutual Aid Agreement with the Volusia County Sherriff's Office regarding participation in a multi-agency street level drug task force, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

**APPROVED AND AUTHENTICATED, this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# VOLUSIA COUNTY COMBINED-DRUG TASK FORCE
# MULTI-AGENCY VOLUNTARY COOPERATION
# MUTUAL AID AGREEMENT

**WHEREAS,** the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force or "Drug Task Force"*) intended to combat street level drug law violations, street level vice law violations, related criminal violations and to disrupt person(s) and/or organizations engaging in such activity; and

**WHEREAS,** the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS,** the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS,** the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force;*

**NOW THEREFORE,** the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia Sheriff's Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

**Parties To This Agreement:**

Local Participants:

Volusia Sheriff's Office
DeLand Police Department
Edgewater Police Department
Holly Hill Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department
Port Orange Police Department

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Volusia Sheriff's Office.

## Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "street" level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street level vice related crimes.

It shall be the mission of the *Drug Task Force* units to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. Additionally, the *Drug Task Force* will investigate specific citizen complaints regarding narcotics investigation. The *Drug Task Force* is not limited to narcotics related cases and is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco, firearm violations, and fugitive apprehensions.

The principal purpose of the *Drug Task Force* shall be the successful prosecution of violators of illegal drug and/or vice related laws, with particular emphasis placed on efforts designed to identify and disrupt street level drug organizations. Furthermore, the *Drug Task Force* shall put into place efforts designed to identify and disrupt street level vice related organizations.

*Drug Task Force* efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to render, as allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia Sheriff's Office and other *Drug Task Force* members.

## Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and or take enforcement action in accordance with the law and terms of this agreement.

## Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the Volusia Sheriff's Office. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the Volusia Sheriff's Office.

The Volusia Sheriff's Office will assign a supervisor of the rank of sergeant to *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VSO Supervisor shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Volusia Sheriff's Office, Commander of the Special Investigations Section, and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VSO supervisor shall contact and request assistance from the Sheriff's Office, Police Agency, Federal Agency and/or HIDTA group having jurisdiction in the operational area.

The VSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VSO Supervisor and Assistant State Attorney, said agency shall have the right to present the matter to the Sheriff and/or Designee, on an individual case basis, for reconsideration and final decision.

During the absence of the assigned VSO Supervisor, or as deemed necessary, the Volusia Sheriff's Office Special Investigations Section Commander will temporarily assign another Special Investigations Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia Sheriff's Office Commander of the Special Investigations Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VSO Supervisor.

## Jurisdiction:

The principal site of the *Combined Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO Supervisor. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incident to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia Sheriff's Office Special Investigations Section. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

## Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. Each participating agency agrees to maintain in full force and effect, its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund, in the judgment of the governing body of that party/agency, at least adequate to cover the risk to which that party may be exposed, for the term of this Agreement. In no event shall such coverage be less than the statutory waiver of sovereign immunity. Should the aforementioned insurance coverage, however provided, be cancelled or undergo material change, the party shall notify each of the other parties to this Agreement of such change in writing within ten (10) days. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due

for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

## Handling Complaints:

Whenever there is cause to believe that a complaint, against an employee of a Task Force member agency, has arisen as a result engaging in the *Drug Task Force* initiatives pursuant to this Agreement, the Drug Task Force Supervisor shall be responsible for the documentation of said complaint to ascertain at a minimum:

- The identity of the complainant.
- An address where the complaining party can be contacted.
- The specific allegation.
- The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the Task Force member agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the Task Force member agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Drug Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Drug Task Force* shall be based upon current statutory and case law. The Parties agree that the Volusia Sheriff's Office or individual participant agencies, through their own or other assisting attorneys, subject to participant agency concurrence, will be primarily responsible under this Agreement for pursuing all *Drug Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the adoption of said seizures for federal forfeiture proceedings when deemed appropriate. The Volusia Sheriff's Office may, if necessary, determine which agencies or

contract entities shall handle forfeitures, subject to approval of affected agencies. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Drug Task Force*. Forfeited assets will be distributed amongst the participating agencies in the following manner:

**The Eastside Volusia Narcotic Task Force**

| | |
|---|---|
| Volusia Sheriff's Office | 37.5% of seized assets |
| Edgewater Police Department | 12.5% of seized assets |
| Holly Hill Police Department | 12.5% of seized assets |
| New Smyrna Beach Police Department | 12.5% of seized assets |
| Ormond Beach Police Department | 12.5% of seized assets |
| Port Orange Police Department | 12.5% of seized assets |

**The West Volusia Narcotic Task Force**

| | |
|---|---|
| Volusia Sheriff's Office | 80.0% of seized assets |
| DeLand Police Department | 20.0% of seized assets |

The Volusia Sheriff's Office may approve allocation of the forfeited assets to a non-participating agency of this *Drug Task Force* based upon that agency's involvement or participation in an individual case.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Drug Task Force* cases may request copies of forfeiture complaints and pleading filed by reason of *Drug Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Drug Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Drug Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

## Evidence and Records:

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Evidence shall be seized in accordance with VSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VSO.

The Volusia Sheriff's Office, *Drug Task Force* supervisor, may at any time order a review and audit with regard to the seizure and handling of all evidence, property, or cash or any other aspect of *Task Force* operations. The Parties agree to cooperate in any such audit by

allowing full access to documents, personnel and facilities necessary to perform the audit function.

## Operational Procedures Manual:

The Volusia Sheriff's Office *Drug Task Force* Supervisor will maintain a *Drug Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Drug Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Drug Task Force* members to utilize during *Drug Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The Volusia Sheriff's Office, Public Information Officer, will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Drug Task Force* matters.

## Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Volusia Sheriff, and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until May 31, 2029, unless cancelled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Volusia Sheriff's Office. Copies of the Agreement and all executed signature pages will be filed with the Florida Department of Law Enforcement Mutual Aid Office in Tallahassee, Florida, within 14 days of signing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Volusia Sheriff's Office**:

_____

Michael J. Chitwood, Sheriff
Volusia Sheriff's Office, (VSO)

**Date**: _____

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**********

**For the Holly Hill Police Department**:

_____

Byron K. Williams, Chief of Police
Holly Hill Police Department, (HHPD)

**Date**: _____

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**********

**For the Ormond Beach Police Department**:

_____

Robert "Jesse" Godfrey, Chief of Police
Ormond Beach Police Department, (OBPD)

**Date**: _____

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**********

**For the New Smyrna Beach Police Department**:

_____

Christopher Kirk, Chief of Police
New Smyrna Beach Police Department, (NSBPD)

**Date**: _____

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**********

**For the Edgewater Police Department**:

_____

Joseph P. Mahoney, Chief of Police
Edgewater Police Department, (EPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)**

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**********

**For the DeLand Police Department**:

_____

Jason D. Umberger, Chief of Police
DeLand Police Department, (DPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)**

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**********

**For the Port Orange Police Department**:

_____

Manuel Marino, Chief of Police
Port Orange Police Department, (POPD)

**Date**: _____

**RESOLUTION NO. 2022-72**

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE VOLUSIA COUNTY SHERIFF'S OFFICE REGARDING A MULTI-AGENCY STREET LEVEL DRUG TASK FORCE; 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 Manager or her designee is hereby authorized and directed to execute a Mutual Aid Agreement with the Volusia County Sherriff's Office regarding the establishment of a multi-agency street level drug task force, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

**APPROVED AND AUTHENTICATED, this 7th day of June, 2022.**

Bill Partington

**BILL PARTINGTON**
Mayor

**ATTEST:**

**SUSAN CARROLL DAUDERIS**
City Clerk

CITY OF ORMOND BEACH FLORIDA

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2022\06-07-22\22-72 VCS Mutual aid Street Level (P22-0073G).docx

# VOLUSIA COUNTY COMBINED-DRUG TASK FORCE
# MULTI-AGENCY VOLUNTARY COOPERATION
# MUTUAL AID AGREEMENT

**WHEREAS,** the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force or "Drug Task Force"*) intended to combat street level drug law violations, street level vice law violations, related criminal violations and to disrupt person(s) and/or organizations engaging in such activity; and

**WHEREAS,** the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS,** the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS,** the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force;*

**NOW THEREFORE,** the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia Sheriff's Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

**Parties To This Agreement:**

Local Participants:

Volusia Sheriff's Office
DeLand Police Department
Edgewater Police Department
Holly Hill Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department
Port Orange Police Department
South Daytona Police Department

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Volusia Sheriff's Office.

## Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "street" level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street level vice related crimes.

It shall be the mission of the *Drug Task Force* units to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. Additionally, the *Drug Task Force* will investigate specific citizen complaints regarding narcotics investigation. The *Drug Task Force* is not limited to narcotics related cases and is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco and firearm violations.

The principal purpose of the *Drug Task Force* shall be the successful prosecution of violators of illegal drug and/or vice related laws, with particular emphasis placed on efforts designed to identify and disrupt street level drug organizations. Furthermore, the *Drug Task Force* shall put into place efforts designed to identify and disrupt street level vice related organizations.

*Drug Task Force* efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to render, as allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia Sheriff's Office and other *Drug Task Force* members.

## Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and or take enforcement action in accordance with the law and terms of this agreement.

## Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the Volusia Sheriff's Office. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the Volusia Sheriff's Office.

The Volusia Sheriff's Office will assign a supervisor of the rank of sergeant to *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VSO Supervisor shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Volusia Sheriff's Office, Commander of the Special Investigations Section, and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VSO supervisor shall contact and request assistance from the Sheriff's Office, Police Agency, Federal Agency and/or HIDTA group having jurisdiction in the operational area.

The VSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VSO Supervisor and Assistant State Attorney, said agency shall have the right to present the matter to the Sheriff and/or Designee, on an individual case basis, for reconsideration and final decision.

During the absence of the assigned VSO Supervisor, or as deemed necessary, the Volusia Sheriff's Office Special Investigations Section Commander will temporarily assign another Special Investigations Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia Sheriff's Office Commander of the Special Investigations Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VSO Supervisor.

## Jurisdiction:

The principal site of the *Combined Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO Supervisor. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incident to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia Sheriff's Office Special Investigations Section. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

## Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. Each participating agency agrees to maintain in full force and effect, its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund, in the judgment of the governing body of that party/agency, at least adequate to cover the risk to which that party may be exposed, for the term of this Agreement. In no event shall such coverage be less than the statutory waiver of sovereign immunity. Should the aforementioned insurance coverage, however provided, be cancelled or undergo material change, the party shall notify each of the other parties to this Agreement of such change in writing within ten (10) days. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

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- The identity of the complainant.
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- The identity of the employees accused without regard to agency affiliation.

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| | |
|---|---|
| Volusia Sheriff's Office | 25% of seized assets |
| Edgewater Police Department | 12.5% of seized assets |
| Holly Hill Police Department | 12.5% of seized assets |
| New Smyrna Beach Police Department | 12.5% of seized assets |
| Ormond Beach Police Department | 12.5% of seized assets |
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| | |
|---|---|
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| DeLand Police Department | 20.0% of seized assets |

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**IN WITNESS WHEREOF,** the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

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**********

**For the Volusia Sheriff's Office**:

_____

Michael J. Chitwood, Sheriff
Volusia Sheriff's Office, (VSO)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

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**********

**For the Holly Hill Police Department**:

_____

Jeffrey Miller, Chief of Police
Holly Hill Police Department, (HHPD)

**Date**: _____

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**********

**For the Ormond Beach Police Department:**

Robert "Jesse" Godfrey, Chief of Police
Ormond Beach Police Department, (OBPD)

**Date:** 6/7/2022

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

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**********

**For the South Daytona Police Department**:

_____

Mark Cheatham, Chief of Police
South Daytona Police Department, (SDPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the New Smyrna Beach Police Department**:

_____

Mike Coffin, Chief of Police
New Smyrna Beach Police Department, (NSBPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Edgewater Police Department**:

_____

Joseph P. Mahoney, Chief of Police
Edgewater Police Department, (EPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the DeLand Police Department**:

_____

Jason D. Umberger, Chief of Police
DeLand Police Department, (DPD)

**Date**: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

**********

**For the Port Orange Police Department**:

_____

Manuel Marino, Chief of Police
Port Orange Police Department, (POPD)

**Date**: _____

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.E. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Request to Purchase - Generators for Fire Stations 92 & 93 Under HMGP Award | | |
| **Recommended Action** | Staff recommends approval of the purchase of Fire Station 92 and 93 generators and transfer switches under FEMA's HMGP grant program. | | |
| **Strategic Goal** | Public Safety - Ensure the physical security of City assets and operations. | | |
| **Department Staff Contact** | Fire Department<br>Nathan Quartier, Deputy Fire Chief | | |


Summary

This is a request to authorize the purchase of fixed-site generators and transfer switches for Fire Stations 92 and 93, under an a grant award received from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) under Federal Disaster declaration for Hurricane Ian (FEMA-4673-DR-FL). The HMGP provides grants to local governments to implement long-term hazard mitigation measures after major disaster declarations.

The generator at Fire Station 93 has been in service since 2000, has experienced major failures in recent years, does not have the capacity to power the entire facility, and is in need of replacement. The generator at Fire Station 92 has been in service since 2006, and is critical to delivering emergency services as this station serves as the City's Emergency Operation Center.

Reliable and consistent power preserves response capabilities, operable communications/ dispatching, appropriate response times, logistical support, and city-wide command/control of large-scale events.

The City Commission approved submittal and acceptance of the grant in Resolution 2023-124, and subsequently received an award for the generator purchase and required site improvements.


Financial Impact

Under the grant award, FEMA will reimburse a 75% cost share of the overall project, with the City responsible for the remaining 25%. If approved, funding will be appropriated in Fund 301-General Capital Improvement Fund through a budget amendment. The generator and transfer switch

purchase will total $178,438, and be purchased via Contract # FSA23-EQU21.0 under the Florida Sheriff's Association (FSA) Cooperative Purchasing Program.

Citizen Impact

This project will ensure and enhance the City's ability to provide continuity of emergency response operations before, during, and after disaster-type events. Strategically located for quick and efficient response to emergency incidents, these facilities are critical to public safety, and provide a tangible benefit to the residents.

Attachments

1. 25-129 Purchase Generator-Tradewinds (P25-0095G)
2. CC 623- Purchase of 2 Tradewinds generators and transfer switches for 92 and 93
3. 4673-059-R - Executed Contract
4. HMGP 4673-059-R FS 92 & 93 Generators
5. RES 2023-124 (Res Only)
6. b ENCLOSURE UL 36X144
7. 24 - #496 FSA ATS Binder
8. 24 - #155 FSA - 125kw Land Base Generator Binder
9. TP54756R1 TP100 UL ATS FSA
10. TP54756R1 TP100 UL FSA

**RESOLUTION NO. 2025-129**

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO MODEL TP125 TRADEWINDS GENERATOR SETS AND MODEL TS870 AUTOMATIC TRANSFER SWITCHES, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** the City is seeking to replace a 2000 generator at Fire Station 93 and a 2006 generator at Fire Station 92 both of which have been determined to have exceeded all criteria for replacement, and

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

**WHEREAS,** the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase two Model TP125 Tradewinds Generator sets and two Model TS870 automatic transfer switches, under Florida Sheriffs Association Bid No. FSA 23-EQU21.0, and

**WHEREAS,** the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of two Model TP125 Tradewinds Generator sets and two Model TS870 automatic transfer switches, from Tradewinds Power Corp. in the amount of $178,438.00, and

**WHEREAS**, FEMA will provide grant funds in the amount of $133,828.50, representing 75% of this purchase, and

**WHEREAS,** the City Manager has certified that $44,609.50 to fund the City's portion of the purchase is appropriated in the Capital Improvement Program Fund and has not been appropriated for any other purposes; now therefore,

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

**SECTION ONE.** The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization for the purchase of two Model TP125 Tradewinds Generator sets and two Model TS870 transfer switches from Tradewinds Power Corp. in the amount of $178,438.00 and to pay the costs therefore from the Capital Improvement Fund and FEMA grant funds.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500841
Vendor: TRADEWINDS POWER CORP
Resolution No. 2025-__

Requisition By: Bailey  Reason: Purchase two (2) replacement generators and transfer switches for Fire Stations 92 & 93
Date: 8/5/2025
Florida Sheriffs Association Contract – FSA23-EQU21.0 – Items #155 (generators) and 496 (transfer switches)
Purchase of: two (2) Tradewinds Stationary Generators and Automatic Transfer Switches.
– Funding through Capital Improvement Program and FEMA grant award

| PAY ITEM NUMBER | DESCRIPTION | UNIT | QNT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | TP 125 Tradewinds Stationary Generator | EA | 2 | $82,627.00 | **$165,254.00** |
| 2 | T100-UL-FS downgrade to 100kw | EA | 2 | -$21,130.00 | **-$42,260.00** |
| 3 | TREG-01-FS upgrade to BE2000 digital regulator | EA | 2 | $1,257.00 | **$2,514.00** |
| 4 | T-300Btank-FS upgrade to 350 gallon (FSA contract is 300 gallon) | EA | 2 | $3,109.00 | **$6,218.00** |
| 5 | Battery Charger MicroGenius 300 series | EA | 2 | $1,445.00 | **$2,890.00** |
| 6 | TRMA-03-FS NPPA 110 compliant remote | EA | 2 | $995.00 | **$1,990.00** |
| 7 | TBGPB-04-FS Emergency Glass Break button | EA | 2 | $800.00 | **$1,600.00** |
| 8 | TT600 Automatic Transfer switch | EA | 2 | $10,545.00 | **$21,090.00** |
| 9 | TT400-FS downgrade to 400A | EA | 2 | -$635.00 | **-$1,270.00** |
| 10 | TTSS600 Automatic Transfer switch | EA | 2 | $10,545.00 | **$21,090.00** |
| 11 | TTSS-400-600-FS downgrade to NEMA 4x, 316 SS | EA | 2 | -$339.00 | **-$678.00** |
| 12 | ASCO Transfer swich | EA | 2 | $6,035.00 | **$12,070.00** |
| 13 | Repeat Customer Discount (not on FSA Contract) | EA | 2 | -$6,035.00 | **-$12,070.00** |
| | | | | **Total:** | **$178,438.00** |

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

DATED: _____

# City of Ormond Beach

## TERMS AND CONDITIONS - READ CAREFULLY

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

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

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

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

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 6, 2025

Mr. Alex Schumann
City Engineer
22 South Beach Street
Ormond Beach, Florida 32174

**Re: Project #4673-059-R, City of Ormond Beach**

Dear Mr. Schumann:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1125 between the City of Ormond Beach and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Abigail.Herrick@em.myflorida.com. The Project Manager for this contract is:

Abigail Herrick, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Abigail Herrick at (321) 209-6979.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2025.03.11 11:08:36 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1125

**Project Number:** 4673-059-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Ormond Beach |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | P7N5EWNDK217 / 59-6000398 |
| Federal Award Identification Number (FAIN): | FEMA-DR- 4673-FL |
| Federal Award Date: | October 4, 2024 |
| Subaward Period of Performance Start and End Date: | October 31, 2027 |
| Amount of Federal Funds Obligated by this Agreement: | $173,554.50 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $178,164.00 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $178,164.00 |
| Federal award project description (see FFATA): | Generator |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Abigail.Herrick@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Ormond Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Abigail Herrick
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (321) 209-6979
Email: Abigail.Herrick@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Alex Schumann
City Engineer
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: 386-676-3302
Email: alex.schumann@ormondbeach.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 4, 2024 and shall end on October 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $173,554.50.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**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: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. 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.

vi. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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 with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

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

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

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

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

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF ORMOND BEACH**

By: _____

Name and Title: Jason Leslie, Mayor

Date: February 4, 2025

FEID#: 59-6000398

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2025.03.11 11:08:22 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 11-MAR-2025

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$173,554.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to two (2) fire stations, in Ormond Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-059-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Ormond Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 92 and Fire Station 93, Ormond Beach, Florida 32174.

The HMGP project shall provide protection by purchasing and installing two (2) permanent generators, one at each location, with capacity of 100 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project includes the installation of new concrete pads, automatic transfer switches (ATS), sub-base diesel tanks, and electrical connections. The project shall include a concrete protective enclosure for the new generator at Fire Station 93. The existing generators at Fire Stations 92 and 93 have served the facilities since 2000 and 2006 and have exceeded their useful life. These fire stations are strategically located for quick and efficient response to emergency incidents and are critical to public safety. Fire Stations 92 and 93 house additional personnel for the Emergency Operations Center (EOC). The project shall allow both facilities to remain functional during future power outages.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

| ID# | Fire Station | Location | kW | Coordinates |
|---|---|---|---|---|
| 1) | #92 | 189 South Nova Road, Ormond Beach, Florida 32174 | 100 | (29.2755, -81.0824) |
| 2) | #93 | 300 Wilmette Avenue, Ormond Beach, Florida 32174 | 100 | (29.2907, -81.0685) |

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Verification letter or documentation showing the generator and electrical components are protected to the 500-year (0.2% annual chance) flood elevation.

h) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.

i) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station 92 and Fire Station 93 located in Ormond Beach, Florida 32174, by installing two (2) permanent generators of an adequate capacity, one at each location, to appropriately support the critical facilities. The project includes new concrete

pads, automatic transfer switches (ATS), sub-base diesel tanks, and electrical connections. Also, a concrete protective enclosure shall be provided for Fire Station 93.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National

Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The generator and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the Division documenting compliance with this condition.

5) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Special Condition required on implementation of project:

   a) **Executive Order 11988-Floodplains:** Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the Division documenting which protection option was selected. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

   b) **Resource Conservation and Recovery Act:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during the implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance

to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**

9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-059-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 4, 2024; and the Period of Performance for this project shall end on **October 31, 2027.**

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 3 | Months |
| Bidding / Local Procurement: | 3 | Months |
| Permitting: | 3 | Months |
| Construction / Installation: | 15 | Months |
| Local Inspections / Compliance: | 3 | Months |
| State Final Inspection / Compliance: | 3 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **36** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $177,476.00 | $133,107.00 | $44,369.00 |
| Labor: | $51,930.00 | $38,947.50 | $12,982.50 |
| Fees: | $2,000.00 | $1,500.00 | $500.00 |
| **Initial Agreement Amount:** | **$231,406.00** | **$173,554.50** | **$57,851.50** |
| ***Contingency Funds: | $6,146.00 | $4,609.50 | $1,536.50 |
| **Project Total:** | **$237,552.00** | **$178,164.00** | **$59,388.00** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $6,146.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00.*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $178,164.00 | (75.00%) |
| Non-Federal Share: | $59,388.00 | (25.00%) |
| **Total Project Cost:** | **$237,552.00** | **(100.00%)** |

## Attachment B

## Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Ormond Beach

REMIT ADDRESS: 22 South Beach Street

CITY: Ormond Beach STATE: Florida ZIP CODE: 32174

PROJECT TYPE: Generator PROJECT #: 4673-059-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1125

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 75.00% | Obligated Local Non-Federal 25.00% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Ormond Beach PAYMENT #:

PROJECT TYPE: Generator PROJECT #: 4673-059-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1125

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
| | | | | | |
| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents % completion of the project.*** | | | | ***TOTAL*** | |

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF ORMOND BEACH**

**If you are requesting an advance, indicate same by checking the box below.**

| [ ] **ADVANCE REQUESTED** |
|---|
| Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example ADMINISTRATIVE COSTS (Include Secondary Administration.)** | |
| **For example PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Ormond Beach **PROJECT #:** 4673-059-R

**PROJECT TYPE:** Generator **CONTRACT #:** H1125

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Ormond Beach**
Sub-Recipient's Name

**H1125**
DEM Contract Number

**4673-059-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4673-059-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 173,554.50

OBLIGATION/ACTION DATE: October 4, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: P7N5EWNDK217

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Ormond Beach

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 22 South Beach Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Ormond Beach STATE FL ZIP CODE+4** 32174-6836

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 92 and Fire Station 93, Ormond Beach, Florida 32174.

The HMGP project shall provide protection by purchasing and installing two (2) permanent generators, one at each location, with capacity of 100 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project includes the installation of new concrete pads, automatic transfer switches (ATS), sub-base diesel tanks, and electrical connections. The project shall include a concrete protective enclosure for the new generator at Fire Station 93. The existing generators at Fire Stations 92 and 93 have served the facilities since 2000 and 2006 and have exceeded their useful life. These fire stations are strategically located for quick and efficient response to emergency incidents and are critical to public safety. Fire Stations 92 and 93 house additional personnel for the Emergency Operations Center (EOC). The project shall allow both facilities to remain functional during future power outages.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

| ID# | Fire Station | Location | kW | Coordinates |
|---|---|---|---|---|
| 1) | #92 | 189 South Nova Road, Ormond Beach, Florida 32174 | 100 | (29.2755, -81.0824) |
| 2) | #93 | 300 Wilmette Avenue, Ormond Beach, Florida 32174 | 100 | (29.2907, -81.0685) |

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: 189 South Nova Road (29.2755, -81.0824)

ADDRESS LINE 2: 300 Wilmette Avenue (29.2907, -81,0685)

ADDRESS LINE 3:

CITY Ormond Beach STATE FL ZIP CODE+4** 32174-6114 (Address 1)
32174-5208 (Address 2)

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Joyce Shanahan, City Manager

DATE: February 4, 2025

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Ormond Beach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Joyce Shanahan, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

February 4, 2025

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Joyce Shanahan |
| Signature: | |
| Title: | City Manager |
| Date: | February 4, 2025 |

## ATTACHMENT M

## FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# CITY OF ORMOND BEACH
# GRANT AWARD

| | |
|---|---|
| **Program Title:** | Hazard Mitigation Grant Program (HMGP)<br>Fire Stations 92 and 93, Generators |
| **Name of Agency Administering Grant:** | State of Florida, Division of Emergency Management |
| **Contact Person/Phone:** | **Project Manager:** Abigail Herrick<br>Bureau of Mitigation<br>Division of Emergency Management<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(321) 209-6979<br>**Alternate Grant Manager:** Kathleen Marshall<br>(850) 815-4503, Kathleen.Marshall@em.myflorida.com<br>Abigail.Herrick@em.myflorida.com<br>**Grant Specialist:** Amanda Stewart 850-815-4471, Amanda.Stewart@em.myflorida.com |
| **CFDA Number:** | 97.039 |
| **Project Number:** | 4673-059-R |
| **Contract Number:** | H1125 |
| **Grant Award Amount – Total Project** | $ 231,406.00 |
| **State** | $ 173,554.50 (75%) |
| **Match** | $ 57,851.50 (25%) |
| | **NOTE:** Contingency funds ($6,146.00) are available and must receive prior written approval from FDEM for usage. |
| **Method of Payment:** | Cost Reimbursement |
| **Grant Period:** | 3/11/2025 **End Date:** 10/31/2027 |
| Awarded 10/4/24<br>Executed by the City on 2/4/25<br>Executed by the State on 3/11/25 | |
| **Monthly Invoices** | |
| **Quarterly Progress Reports (Due 15 days after the close of each quarter – 3/31; 6/30; 9/30; 12/31.)** | **Due by 4/15; 7/15; 10/15; 1/15** |
| **Closeout Report** | Within 60 days of termination or completion of activities whichever comes first. |
| **Final Invoice Due:** | Within 120 days after project completion. |
| **Project Manager:** | Alex Schumann, City Engineer |
| **General Purpose of Grant:** | Fire Stations 92 and 93, Generators |
| **Resolution Number:** | 2023-124 (8/1/2023) (Submittal/Acceptance) |
| **Department to Benefit from Grant:** | NA |
| **OB Project Number:** | 305008 |
| **Project Management Department:** | Grants / Fire |
| **Notice to Proceed:** | |
| **Audits forwarded to:**<br>**(Kelly McGuire, Chris Byle)** | **DEMSingle_Audit@em.myflorida.com** **OR** Office of Inspector General, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100, **AND to:** **http://harvester.census.gov/fac/collect/ddeindex.html**<br><br>**Federal Audit Clearinghouse,** Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132 |
| **RECORDS RETENTION: Records must be kept for at least 5 years from the date of submission of final expenditure report.** | |

7/3/2025

**RESOLUTION NO. 2023-124**

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO GENERATORS FOR FIRE STATIONS 92 AND 93; 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 Commission desires to replace the generators at Fire Stations 92 and 93 at an estimated cost of $240,280.00 ("the Project"), and

**WHEREAS**, the Federal Emergency Management Agency has a current grant cycle open under the Hazard Mitigation Grant Program from which the City can request maximum funding assistance in the amount of $180,210.00 (75% of Project cost), and

**WHEREAS**, the City Commission desires to submit a grant application to the Federal Emergency Management Agency under the Hazard Mitigation Grant Program (a copy of which is attached hereto and incorporated herein by reference) for the purpose of obtaining funding assistance in the amount of $180,210.00 for the Project, and

**WHEREAS**, the City is required to make a matching contribution of at least $60,070.00, now therefore

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

**SECTION ONE.** The City Manager or her designee is hereby authorized and directed to submit a grant application, including any and all documents that are necessary and

incidental thereto, to the Federal Emergency Management Agency under the Hazard Mitigation Grant Program in the amount of $180,210.00 for funding assistance to purchase generators for Fire Stations 92 and 93.

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

**SECTION THREE.** The City Manager hereby certifies that the City's matching funds in the amount of $60,070.00 will be derived from the Capital Improvement Program Fund.

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

**APPROVED AND AUTHENTICATED this 1st day of August, 2023.**

**BILL PARTINGTON**
Mayor

**ATTEST:**

**SUSAN CARROLL DAUDERIS**
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\08-01-23\23-124 HMGP Generators FS92 93 (P23-0091G).doc

**THIS SECTION FOR STATE USE ONLY**

**FEMA-____-DR-FL** ☐ **Standard HMGP** ☐ **5% Initiative Application** ☐ **Application Complete**
☐ **Initial Submission or** ☐ **Re- Submission**

| **Support Documents** | **Eligible Applicant** | **Project Type(s)** |
|---|---|---|
| ☐ **Conforms w/ State 409 Plan** | ☐ **State or Local Government** | ☐ **Wind** |
| ☐ **In Declared Area** | ☐ **Private Non-Profit (Tax ID Received)** | ☐ **Flood** |
| ☐ **Statewide** | ☐ **Recognized Indian Tribe or Tribal Organization** | ☐ **Other**: |

**Community NFIP Status:** (Check all that apply)
☐ **Participating Community ID#:_____**
☐ **In Good Standing** ☐ **Non-Participating** ☐ **CRS**

**LMS Ranking:** _____
**County:** _____

**State Application ID:** _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com.**

## Section I – Applicant

**A. Applicant Instruction:** Complete all sections that correspond with the type of proposed project

| | |
|---|---|
| ***Application Sections I-IV*:** | *All* Applicants must complete these sections |
| ***Environmental Review:*** | *All* Applicants must complete these sections |
| ***Maintenance Agreement:*** | *Any* Applications involving public property, public ownership, or management of property |
| ***Flood Control – Drainage Improvement Worksheet:*** | *Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion* ***– one worksheet per structure*** |
| ***Generator Worksheet:*** | *Permanent, portable generators, and permanent emergency standby pumps* |
| ***Tornado Safe Room Worksheet:*** | *New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room* |
| ***Hurricane Safe Room Worksheet:*** | *New Safe Room, Retrofit of existing structure* |
| ***Wind Retrofit Worksheet:*** | *Wind Retrofit projects only – one worksheet per structure* |
| ***Wildfire Worksheet:*** | *Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other* |
| ***Drought Worksheet:*** | *Aquifers, other* |
| ***Utility Mitigation Worksheet*** | *Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.* |
| ***Request for Public Assistance Form:*** | FEMA Form 90-49 (Request for Public Assistance): *All* applicants must complete, if applicable. |
| ***Acquisition Forms:*** | If project type is Acquisition, these forms must be completed.<br>(Only one of the two *Notice of Voluntary Interest* forms is necessary.)<br>*Model Statement of Assurances for Property Acquisition Projects*<br>*Declaration and Release*<br>*Notice of Voluntary Interest (Town Hall Version)*<br>*Notice of Voluntary Interest (Single Site Version)*<br>*Statement of Voluntary Participation*<br>*FEMA Model Deed Restriction Language* |
| ***Application Completeness Guidance / Checklist :*** | All applicants are recommended to complete this checklist and utilize the guidance for completing the application. |

## B. Applicant Information:

**FEMA-4673-DR-FL** **DISASTER NAME: Hurricane Ian**

**Title of Project: City of Ormond Beach, Generator Replacement at Fire Stations 92 and 93**

1. Applicant (Organization): **City of Ormond Beach**
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: **Volusia**
4. State Legislative Senate District(s): **7**; State Legislative House District(s): **28** ; Congressional House District(s): **6**
5. Federal Tax I.D. Number: **59-6000398**
6. Data Universal Numbering System (DUNS): **087320164**
7. Federal Information Processing Standards (FIPS) Code*: **12127** *(*if your FIPS code is not known, see guidance)*
8. National Flood Insurance Program (NFIP) Community Identification Number: **125136**
   *(this number can be obtained from the FIRM map for your area)*
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

   ☐Ms. ☒Mr. First Name: **Alex** Last Name: **Schumann**
   Title: **City Engineer**
   Address: **22 South Beach Street**
   City: **Ormond Beach** State: **FL** Zip Code: **32174**
   Telephone: **386-676-3302** Email: Alex.Schumann@ormondbeach.org
10. **Application Prepared by:**

    ☒Ms. ☐Mr. First Name: **Loretta** Last Name: **Moisio**
    Title: **Grants Coordinator**
    Address: **22 South Beach Street**
    City: **Ormond Beach** State: **FL** Zip Code: **32174**
    Telephone: **386-676-3315** Email: Loretta.Moisio@ormondbeach.org
    Organization: **City of Ormond Beach**
11. **Authorized Applicant Agent** ***(proof of authorization authority required)***

    ☒Ms. ☐Mr. First Name: **Joyce** Last Name: **Shanahan**
    Title: **City Manager**
    Address: **22 South Beach Street**
    City: **Ormond Beach** State: **FL** Zip Code: **32174**
    Telephone: **386-676-3200** Email: **Joyce.Shanahan@ormondbeach.org**

    **Signature:** Joyce Shanahan
    **Date:** 8.2.2023
12. Local Mitigation Strategy (LMS) Compliance
    a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
    b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
    Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
    c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two. ☒ Yes ☐ No
13. Has this project been submitted under a previous disaster event? ☒ No
    ☐ Yes, provide the disaster number and project number (as applicable): _____

## Section II – Project Description

### A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☐ Flood ☒ Wind ☐ Storm surge ☐ Wildfire ☐ Other *(list):* _____
2. Identify the type of proposed project:
   ☐ Elevation and retrofitting of residential or non-residential structure
   ☐ Acquisition and Relocation ☐ Acquisition and Demolition
   ☐ Wind retrofit ☐ Drainage project that reduces localized flooding
   ☒ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):

   **43,355**
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):

   _____
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. *(e.g. 23 structures protected against the 100-year storm event (1% chance)*

   **2** structure(s) protected against the **500** -year storm event *(10, 25, 50, 100, or 500 year storm event*)

   _____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:
   ☐ Wetlands ☐ Water Quality ☐ Previously Undisturbed Soil
   ☐ Floodplain ☐ Coastal Zone ☐ Toxic or Hazardous Substances
   ☐ Historic Resources ☐ Fisheries ☐ Threatened & Endangered Species
   ☐ Vegetation Removal ☐ Public Controversy ☐ Potential for Cumulative Impacts
   ☒ Health & Safety ☐ Other _____
7. ***Engineered projects:*** *If* your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☐ Yes If so, see Attachment #(s) _____.

### B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will ***solve*** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Ensure that each proposed project is mitigation and not maintenance***.

1. Describe the existing problems:

**Generator replacement at Fire Stations 92 and 93 would ensure continuity of operations during disaster events and power surges. Without continuous power to these critical facilities, there is a significant risk to the safety of the community, and an inability to provide necessary emergency response services. The generator at Fire Station 93 has been in service since 2000 and has experienced failures in recent years, making it unreliable. Additionally, it does not have the capacity to power the entire facility, causing critical logistical/suport issues when upstaffing the station during these events. It is also does not have a protective enclosure to protect it from airborne debris. The generator at Station 92 has been in service since 2006, and is nearing the end of its practical service lifespan. It is extremely important to have a reliable backup power source as Fire Station 92 serves as the City's Emergency Operations Center during major events/disasters. Without a reliable and redundant power system, the ability to coordinate safe, efficient, and effective response/recovery efforts city-wide would be significantly impacted.**

2. Describe the type(s) of protection that the proposed project will provide:

**This Fire Station Generators project will enhance the ability of the City to provide continuity of emergency response operations before, during, and after disaster-type events. Strategically located for quick and efficient response to emergency incidents, these facilities are critical to public safety, and provide a tangible benefit to the residents of Ormond Beach. Additionally, OBFD Stations 92 and 93 house additional personnel for the EOC, and as refuge for other internal and external public safety agencies (OBPD, VCEMS, and VCFR). Without reliable, consistent power, response capabilities will be**

**negatively impacted, including: inoperable communications/dispatching, increased response times due to unit relocation, lack of logistical support for personnel/upstaffing, and loss of city-wide command/control of large-scale events.**

3. Scope of Work (describe in detail what you are planning to do):

   **The City of Ormond Beach is seeking replacement of fixed generators at OBFD Stations 92 and 93, in order to ensure the continuity of operations during disaster events and power outages. Without continuous power to these critical facilities, there is a significant risk to the safety of the community.**

   **Specifically, this request is seeking replacement of the generators and transfer switching gear at both stations , and a protective wall/enclosure at Station 93. This project will include all necessary procurement and permitting, design, purchasing of equipment, installation/construction activities, and all project closeout activities. All construction and design implementation will be done in accordance with all applicable federal, state, and local agencies' laws, regulations, codes, and standards.**

4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

   **There are currently no other ongoing or proposed projects in the area that may impact this proposed project.**

## Section III – Project Location *(Fully describe the location of the proposed project.)*

### A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

   Site Location: **Fire Station 92 and Fire Station 93**
   Address(es): **189 S. Nova Rd. and 300 Wilmette Ave., Ormond Beach, FL**
   GPS coordinates (decimal degree format): **N 29.2755 W81.0824 and N 29.207 W 81.0685**
   Project Zip Code(s): **32174**

2. Titleholder: **City of Ormond Beach**

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☐ No

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include ***all*** structures in project area.

   ☐ Residential property: _____ ☒ Public buildings: 2
   ☐ Businesses/commercial property: _____ ☐ Schools/hospitals/houses of worship: _____
   ☐ Other: _____

### B. Flood Insurance Rate Map (FIRM) Showing Project Site

| | | |
|---|---|---|
| 1. ☒ | Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. ***FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map***. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal. | |
| 2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) *(See FIRM legend for flood zone explanations) (A Zone must be identified)* | | |
| ☐ | VE or V 1-30 | ☒ AE or A 1-30 |
| ☐ | AO or AH | ☐ A (no base flood elevation given) |
| ☒ | B or X (shaded) | ☒ C or X (unshaded) |
| ☐ | Floodway | ☐ |
| ☐ | Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project). | |
| 3. ☐ | **If the FIRM Map for your area is not published**, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map. | |
| 4. ☐ | Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area | |

### C. Maps with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site ***clearly*** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

## Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE**- These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

**A. Materials**

| Item | Unit | Quantity | Cost per Unit | Cost |
|---|---|---|---|---|
| Model TP125 Base Awarded Tradewinds Generator Set | | 2 | $71,172.00 | $142,344.00 |
| T-300tank-FS - Fuel Tank | | 2 | $10,375.00 | $20,750.00 |
| Model TT600 Automatic Transfer Switch | | 2 | $6,070.00 | $12,140.00 |
| Model TT600 Automatic Transfer Switch | | 2 | $7,053.00 | $14,106.00 |
| 6" x 12' x 12' slab, 12" x 12" footing, 9' high CMU wall, grout cells and lintel, stucco exterior, paint, chain link double gate and 12' x 12' chain link over CMU. | | 1 | $49,950.00 | $49,950.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | ***Sub-Total*** | **$239,290.00** |

**B. Labor** Include equipment costs. Indicate all "soft" or in-kind matches (**).

| Description | Hours | Rate | Cost |
|---|---|---|---|
| Electrical Connections - Journeyman labor | 12 | $65.00 | $780.00 |
| Electrical Connections - Apprentice labor | 6 | $35.00 | $210.00 |
| Generator Startup and Load Test | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ***Sub-Total*** | **$990.00** |

**C. Fees Paid** Include any other costs associated with the project.

| Description of Task | Hours | Rate | Cost |
|---|---|---|---|
| **Pre-Award* | | | |
| | | | |
| | | | |
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| | | ***Sub-Total*** | **$0.00** |

**D.** **Total Estimated Project Cost** **$240,280.00**

**E.** Contingency Costs (maximum 5% of Material/Labor) %

**F.** **Final Project Cost** $240,280.00

***Note:*** *To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a*

*completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.*

*Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.*
*All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.*

## G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

**Total Estimated Management Costs Available** (5% of Total Project Costs) *$12,014.00*
*Note: This number will be generated automatically after Part I is completed*

☐ **YES**, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*

☒ **NO**, I do not wish to request these funds. (continue to Part I)*

| *Description* | *Hours* | *Rate* | *Cost* |
|---|---|---|---|
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**H.** **Total Estimated Management Costs Requested** *$0.00*

***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

## I. Funding Sources (round figures to the nearest dollar)

***The maximum FEMA share for HMGP projects is 75%.*** The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

| | | | | |
|---|---|---|---|---|
| 1. | ***Estimated Federal Share*** | $180,210.00 | 75 % of Total | (Maximum 75%) |
| 2. | ***Non-Federal Shares*** | | | |
| 3. | Estimated Local Shares | $60,070.00 | 25 % of Total | (Cash) |
| 4. | | | % of Total | (In-Kind**) |
| 5. | | | % of Total | (In-House***) |
| 6. | | | % of Total | (Global Match****) |
| 7. | ***Other Agency Share*** *(Identify Non-Federal Agency and availability date)* | | % of Total | |
| 8. | ***Total Funding sources from above*** | **$240,280.00** | **100.00%** ***Total*** | (Equals 100%) |

☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees

☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees

☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

| | | | | |
|---|---|---|---|---|
| 9. | ***Total Estimated Management Costs*** | ***Requested*** | $0.00 | |
| | | ***Available*** | $12,014.00 | 5% of Total (Max Allowed) |

## J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. ***(e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)***

| ***Milestone(s)*** | ***Number of Months to Complete*** | |
|---|---|---|
| Updated specifications/quotes | 1 | month |
| City Commission review/approval | 2 | months |
| Contracting/order placement | 2 | weeks |
| Permitting | 2 | weeks |
| Site work | 1 | month |
| Generator Delivery (lead time) | 7 | months |
| Installation of generators and transfer switches | 1 | week |
| Inspections | 1 | week |
| Closeout | 2 | weeks |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Total** | 13 | **Months** |

## Section V. Environmental Review and Historic Preservation Compliance

***(NOTE: This application cannot be processed if this section is not completed.)***

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

**A. The following information is required for the Environmental and Historic Preservation review:**

*All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.*

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☐ Project area maps (Section III, part B & C of this application).
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☐ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☐ Complete the applicable project worksheets.
   Documentation showing dates of construction are required for all structures.
7. ☐ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☐ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

**B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:**

1. Are there low income or minority populations in the project area or adjacent to the project area?
   ☒ No ☐ Yes; describe any disproportionate and adverse effects to these populations:

   _____

2. ☒ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.
   No adverse impacts.

## C. Tribal Consultation *(Information Required)*

*Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.*

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

   _____

2. Provide information on any known site work or historic uses for project location.

   _____

   ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

## D. Alternative Actions *(Information Required)*

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

**1. No Action Alternative**
Discuss the impacts on the project area if no action is taken.

If no action is taken, there is potential for these critical facilities to be bithout power during a response/recovery, endangering public safety if they are no longer able to be used for their intended purpose of providing emergency response services.

**2. Other Feasible Alternative**
Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

**a. Project Description for the Alternative**
Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

_____

**b. Project Location of the Alternative** (*describe briefly, if different from proposed project*)

_____

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (*if different from proposed project*)

**c. Scope of Work for Alternative Project**

_____

**d. Impacts of Alternative Project**
Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

_____

**e. Estimated Budget/Costs for Alternative Project**

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

| | |
|---|---|
| Materials: | |
| Labor: | |
| Fees: | |
| **Total Estimated Project Cost:** | **$ 0.00** |

**HMGP ENVIRONMENTAL REVIEW**

***Information and Documentation Requirements by Project Type***

| |
|---|
| ***Retrofits to Existing Facilities/Structures***<br>***Elevations***<br>***Acquisitions with Demolition*** |
| ✓ Dates of Construction<br>✓ Ground disturbance map for projects with 3 inches or more of ground disturbance<br>✓ Structure photographs |
| ***Drainage Improvements*** |
| ✓ Engineering plans/drawings<br>✓ Permit or Exemption letter to address any modifications to water bodies and wetlands<br>o Department of Environmental Protection<br>o Water Management District<br>o U.S. Army Corps of Engineers<br>✓ Ground disturbance map for projects with 3 inches or more of ground disturbance.<br>✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.<br>✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.<br>✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.<br>✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain. |

*Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.*

## Section VI – Maintenance Agreement

***All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.***

***(NOTE: Not applicable to projects solely related to residential or private property.)***

The City of Ormond Beach, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by Joyce A. Shanahan the duly authorized representative
*(printed or typed name of signing official)*

City Manager,
*(title)*

This 2 *(day)* of August *(month)*, 2023 *(year)*.

**Signature*** _____

***Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

# HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

**Project Title: _____**

**Applicant: _____**

| Application Information | Explanation of Information Required | ✓ |
|---|---|---|
| ***Section I*** | | |
| **B. Applicant Information** | | |
| **FEMA___-DR-FL** | Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283) | ☐ |
| **DISASTER NAME** | Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay) | ☐ |
| **Title of Project** | The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit) | ☐ |
| **1. Applicant** | Name of organization applying. Must be an eligible applicant. | ☐ |
| **2. Applicant Type** | State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate) | ☐ |
| **3. County** | Indicate county in which the project is located. | ☐ |
| **4. State Legislative and Congressional District(s)** | Specify the appropriate State Senate, House and Congressional District code for the **project site**. For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx | ☐ |
| **5. Federal Tax I.D. Number** | List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department. | ☐ |
| **6. DUNS Number** | Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html | ☐ |
| **7. FIPS Code** | List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/) | ☐ |
| **8. NFIP ID Number** | List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application. | ☐ |
| **9. Point of Contact** | Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately. | ☐ |
| **10. Application Prepared By** | Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11). | ☐ |
| **11. Authorized Applicant Agent** | An authorized agent must sign the application. *"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the* | ☐ |

| | | |
|---|---|---|
| | *resolution by the governing body authorizing the signature authority for the individual signing must be provided."*<br>For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided. | |
| **12. LMS Compliance** | a) LMS Project List:<br>All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit.<br>b) LMS Endorsement Letter:<br>All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project.<br>c) Estimated Costs & Application Costs:<br>The LMS Project List must include an Estimated Cost column and each HMGP project application must be within $500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.<br>A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to **Sample LMS Letter**. Applications without a letter of endorsement will not be processed. *(44 CFR 201.6 Local Mitigation Plans)* | ☐ |
| **13. Previous Submittal** | If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project. | ☐ |

## *Section II - Project Description*

### A. Hazards to be Mitigated/Level of Protection

| | | |
|---|---|---|
| **1. Type of Hazards** | **Type of Hazards the Proposed Project will Mitigate**: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected. | ☐ |
| **2. Identify the Type of Project** | **Identify the Type of Proposed Project**: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.) | ☐ |
| **3. Number of Persons Protected** | Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people) | ☐ |
| **4. Total Impacted Area** | Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres. | |
| **5. Level of Protection** | Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.) | ☐ |
| **6. Project Impact** | Identify **all** the items the project may impact or are within the project area. | ☐ |
| **7. Engineered Projects (e.g. Drainage)** | Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.) | ☐ |

### B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

| | | |
|---|---|---|
| **1. Existing Problem** | Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities. | ☐ |
| **2. Type of Protection** | Determine how the funding will solve the existing problem and provide protection. | ☐ |

| | | |
|---|---|---|
| **3. Scope of Work:** | **What the Project Proposes to Do**: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) *Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?* Projects that merely identify or analyze hazards or problems are not eligible. | ☐ |
| **4. On-Going or Proposed Projects in the Area** | Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application. | ☐ |

## ***Section III - Project Location***

### A. Site

| | | |
|---|---|---|
| **1. Physical Location** | List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application. | ☐ |
| **2. Titleholder** | Provide the titleholder's name. | ☐ |
| **3. Project Seaward of the CCCL?** | Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line | ☐ |
| **4. Number and Types of Structures Affected** | Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals) | ☐ |

### B. Flood Insurance Rate Map (FIRM) Showing Project Site

| | | |
|---|---|---|
| **1. Copies of FIRM** | Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal. **See instructions on How to make a FIRMette.** | ☐ |
| **2. Flood Zone Determination** | Specify the flood zone(s) of the project site(s). **If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.** | ☐ |
| **3. Flood Hazard Boundary Map (FHBM)** | Not required if a copy of the FIRM is attached. | ☐ |
| **4. Model Acknowledgement of Conditions form** | The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677 | ☐ |

### D. C. Maps with Project Site and Photographs

| | | |
|---|---|---|
| **1. City/County Map with Project Site** | The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required. | ☐ |
| **2. USGS TOPO with Project Site** | The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/ | ☐ |
| **3. Parcel/Tax Map** | A Parcel, Tax or Property Identification map is required only for acquisition and elevation projects. The location of the structure must be clearly identified. | ☐ |
| **4. Site Photographs** | At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, | ☐ |

| | | |
|---|---|---|
| | creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted. | |

## ***Section IV - Budget/Costs***

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

| | | |
|---|---|---|
| **A. Materials** | List materials and their associated costs. Provide breakdown. | ☐ |
| **B. Labor** | Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions). | ☐ |
| **C. Fees Paid** | Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. *Pre-award costs may be requested* **(See Pre-award Costs guidance).** | ☐ |
| **D. Total Estimated Project Cost** | This number includes all project costs without contingency costs included. Make sure all calculations are correct. | ☐ |
| **E. Contingency Cost** | Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs."<br>The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application.<br>If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will **NOT** auto-calculate. Be sure that they are calculated correctly. | ☐ |
| **F. Final Project Cost** | This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation. | ☐ |
| **G. Project Management Costs** | After reading the guidance provided on pg. 5, select either **YES** or **NO** to indicate your need for management costs for this project.<br>If **YES**, provide a breakdown of description, hours, rate and costs for requested management costs.<br>If **NO**, continue to Part I. | ☐ |
| **H. Total Estimated Management Costs Requested** | This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project. | ☐ |

### I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

| | | |
|---|---|---|
| **1. Estimated Federal Share** | The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%. | ☐ |
| **2. Non-Federal Share** | May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding). | ☐ |

| | | |
|---|---|---|
| **3. Cash** | Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents. | ☐ |
| **4. Total In-Kind** | May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. *Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.* | ☐ |
| **5. Total In-house** | Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement) | ☐ |
| **6. Total Project (Global) Match** | Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. *The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.* | ☐ |
| **7. Other Agency Share** | Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding) | ☐ |
| **8. Total Funding** | Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost). | ☐ |
| **9.** | Your requested amount must be equal to or less than 5 percent of the total project cost | ☐ |

### J. Project Milestones/Schedule of Work

| | | |
|---|---|---|
| **1. Milestones (Schedule)** | Identify the major milestones in the proposed project and provide an estimated time-line *(e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.)* for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months). | ☐ |

## ***Section V - Environmental Review & Historic Preservation Compliance***

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

| | | |
|---|---|---|
| **1. Description, SOW & Budget** | Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application. | ☐ |
| **2. Area Maps** | Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application. | ☐ |
| **3. Project Area/Structure Photographs** | Complete Section III part C of the application. | ☐ |
| **4. Preliminary Project Plans** | For shutters see the scope of work and for drainage & elevation see engineering drawings. | ☐ |
| **5. Project Alternatives** | Complete Section V part D. of this application. | ☐ |
| **6. Project Worksheets** | Dates of construction are required for all structures. See worksheets. | ☐ |
| **7. Environmental Justice Documentation** | See Section V.B for applicable information. | ☐ |
| **8. Information/ Documentation** | Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained. | ☐ |

| | | |
|---|---|---|
| **Requirements by Project Type** | | |

### B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

| | | |
|---|---|---|
| **1. Disproportionate Effects** | Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes, complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed. | ☐ |
| **2. Population Affected** | Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here. | ☐ |

### C. Information required for Tribal Consultation

| | | |
|---|---|---|
| **Documentation for Tribal Consultation** | For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C. | ☐ |

### D. Alternative Actions

| | | |
|---|---|---|
| **1. No Action Alternative** | Discuss the impacts on the project area if no action is taken. | ☐ |
| **2. Other Feasible Alternative Action** | This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii]) | ☐ |
| **a. Project Description** | It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other **<u>feasible</u>** alternative must be provided. | ☐ |
| **b. Project Location of the Alternative** | Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments. | |
| **c. Scope of Work – Alternative Project** | Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc. | |
| **d. Impacts of the Alternative Project** | | |
| **e. Estimated Budget/Costs for the Alternative Project** | Total cost is required. | ☐ |
| **Materials, Labor, and Fees Paid** | Detailed line items are not required. Just enter a total amount. | ☐ |
| **Total Estimated Project Costs** | Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen. | ☐ |

## <u>Section VI – Maintenance Agreement</u>

| | | |
|---|---|---|
| **Maintenance Agreement** | Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent. | ☐ |

## <u>Other Required Documentation</u>

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

| | | |
|---|---|---|
| **1. Maps** | All maps must be included with the application. | |
| **2. FFATA Form** | During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. **This is not required at the time of application submittal.** | ☐ |

| | | |
|---|---|---|
| **3. SFHA Acknowledgement of Conditions** | Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner. | ☐ |
| **4. Pre-award Cost Form** | If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application. | ☐ |
| **5. Request for Public Assistance Form** | Applicable if no FIPS number is assigned to applicant/recipient. | ☐ |
| **6. Model Statement of Assurances for Property Acquisition Projects** | For Acquisition projects only. | ☐ |
| **7. Declaration and Release** | For Acquisition projects only. Must be signed by all persons whose names are on the property deed. | ☐ |
| **8. Notice of Voluntary Interest** | For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed. | ☐ |
| **9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space** | For Acquisition projects only. Must be signed by all persons whose names are on the property deed. | ☐ |
| **10. Worksheets** | The appropriate worksheet(s) must be completed and submitted with the application.<br>a. Flood Control – Drainage Improvement<br>b. Generator<br>c. Tornado Safe Room<br>d. Hurricane Safe Room<br>e. Wind Retrofit<br>f. Wildfire<br>g. Drought | ☐ |

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

# Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and *will not* be considered for possible funding.**

| Section # & Item | | Attached Document Name |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
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| 20 | | |

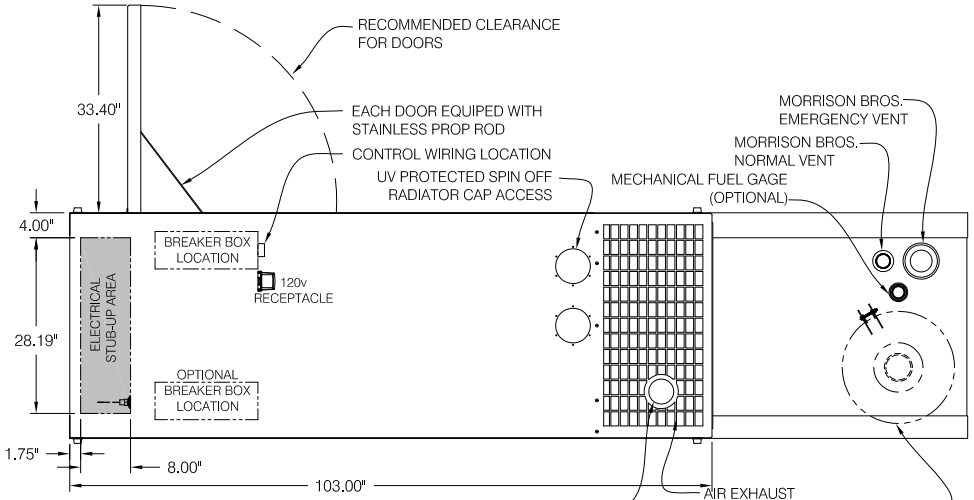
***TRADEWINDS MODELS***

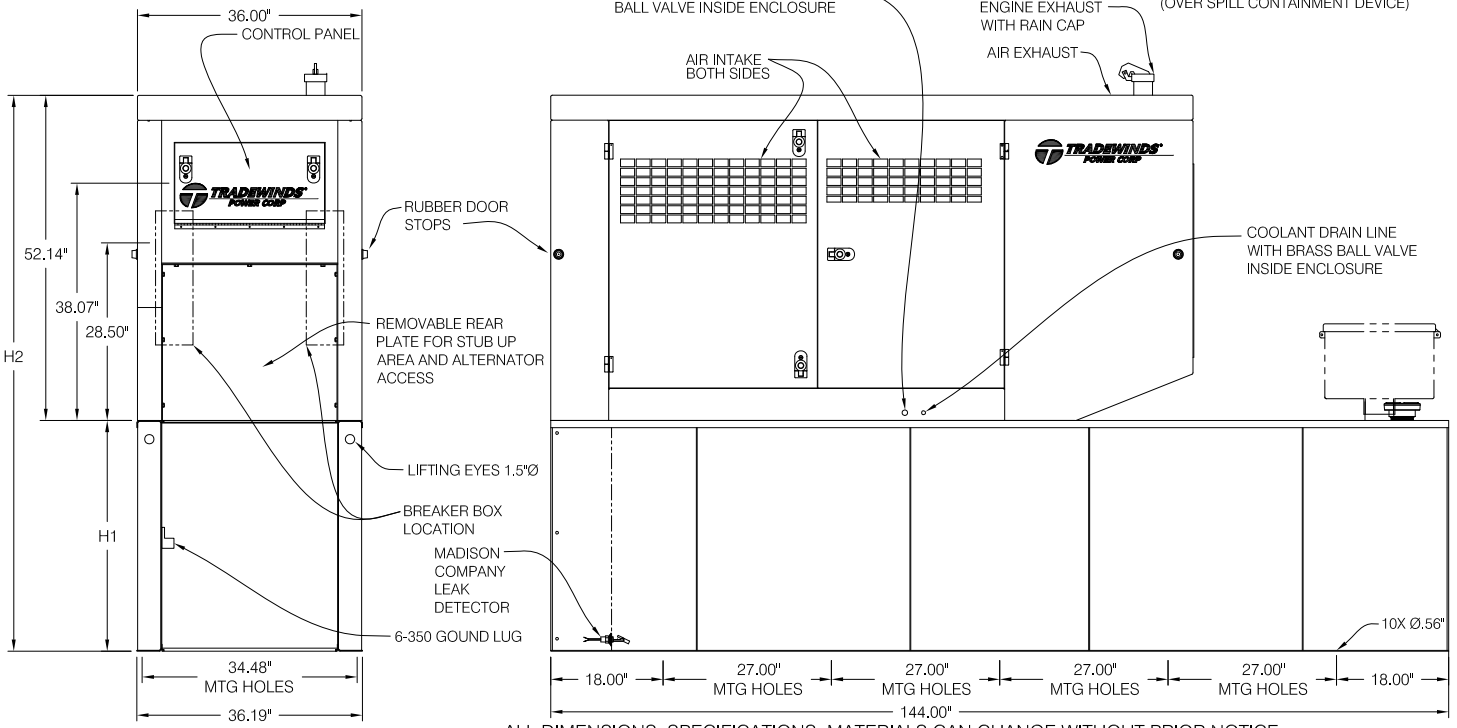
| | | |
|---|---|---|
| TJ-50 | TJ-65 | TJ-125 |
| TP-45 | TP-56 | TP-60 |
| TP-65 | TP-80 | TP-100 |

| B-UL Tanks-Enclosure | | | | | |
|---|---|---|---|---|---|
| Part# | Gallons | L | W | H1 | H2 |
| 401-220518 | 110 | 144" | 36" | 11" | 63" |
| 401-220519 | 200 | 144" | 36" | 17" | 69" |
| 401-220520 | 295 | 144" | 36" | 23" | 75" |
| 401-220521 | 350 | 144" | 36" | 27" | 79" |
| 401-220522 | 500 | 144" | 36" | 37" | 89" |

NOTES

1. ENCLOSURE CONSTRUCTED FROM A MARINE GRADE ALUMINUM WITH A POWER COAT FINISH APPLIED. ENCLOSURE ASSEMBLED USING STAINLESS STEEL HARDWARE ENCLOSURE MEETS WIND LOAD ANALYSIS PER ASCE-7-08 (WIND VELOCITY IS 150 MPH) AND IS INSTALLED WITH (10) A307 Ø1/2" BOLTS ON A CONCRETE PAD AT GROUND LEVEL (BY OTHERS)
2. VIBRATION ISOLATORS MOUNTED BETWEEN SUB BASE AND GEN SET
3. A WEATHER GASKET IS APPLIED TO THE BOTTOM OF THE ENCLOSURE WHICH MOUNTS DIRECTLY TO A TANK (OR SUB-BASE IF NO TANK IS REQUIRED). TANK MAY EXTEND BEYOND THE EXHAUST END OF THE ENCLOSURE
4. ELECTRICAL STUB UP IS USED FOR ALL WIRING INCLUDING:
   GENERATOR LOAD LEADS, CONTROL WIRING, AND A/C POWER FEED FOR JACKET WATER HEATER AND BATTERY CHARGER IF PROVIDED

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| | |
|---|---|
| TITLE: "B" SIZE ENCLOSURE | |
| DRAWING NO.: | SHEET NO.: 1 OF 1 |
| DRAWN BY: SRY | SCALE: NONE |
| CH'KED BY: JO | DATE: 03-13-2013 |
| AP'VED BY: JO | REVISION: |

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*Filters*
*Pump Sets*
*Power Units*
*Generator Sets*
*Automatic Engine Controls*

# Tradewinds Power Corp

# Bid No. FSA23-EQU21.0
# Specification No. #496
# 600amp Automatic Transfer Switch



# FSA Cooperative Purchasing Program




# FSA23-EQU21.0: Equipment
# Final Award Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

# Notice of Final Award
# FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

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 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 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.O. Box 12519, Tallahassee, Florida 32317-2519
ph: (850) 877-2165
fax: (850) 878-8665
www.flsheriffs.org

May 12, 2023

# FSA22-VEL30.0 & FSA22-VEH20.0 Model Year Price Adjustment

Awarded Vendors,

The Contract Terms and Conditions allow for price adjustments due to significant changes to manufacturer production in Section 3.06. FSA is allowing awarded vendors to submit adjusted pricing for model year 2024 vehicles in conjunction with order dates published by the manufacturer or with other manufacturer documentation.

FSA is requesting vendors submit a new price per item per zone for each item currently awarded. Adjusted pricing should be submitted prior to the date the manufacturer will begin accepting orders for model year 2024 vehicles when possible. FSA will consider the request and make a final determination on the changes in price. FSA reserves the right to refuse any excess price adjustment requests.

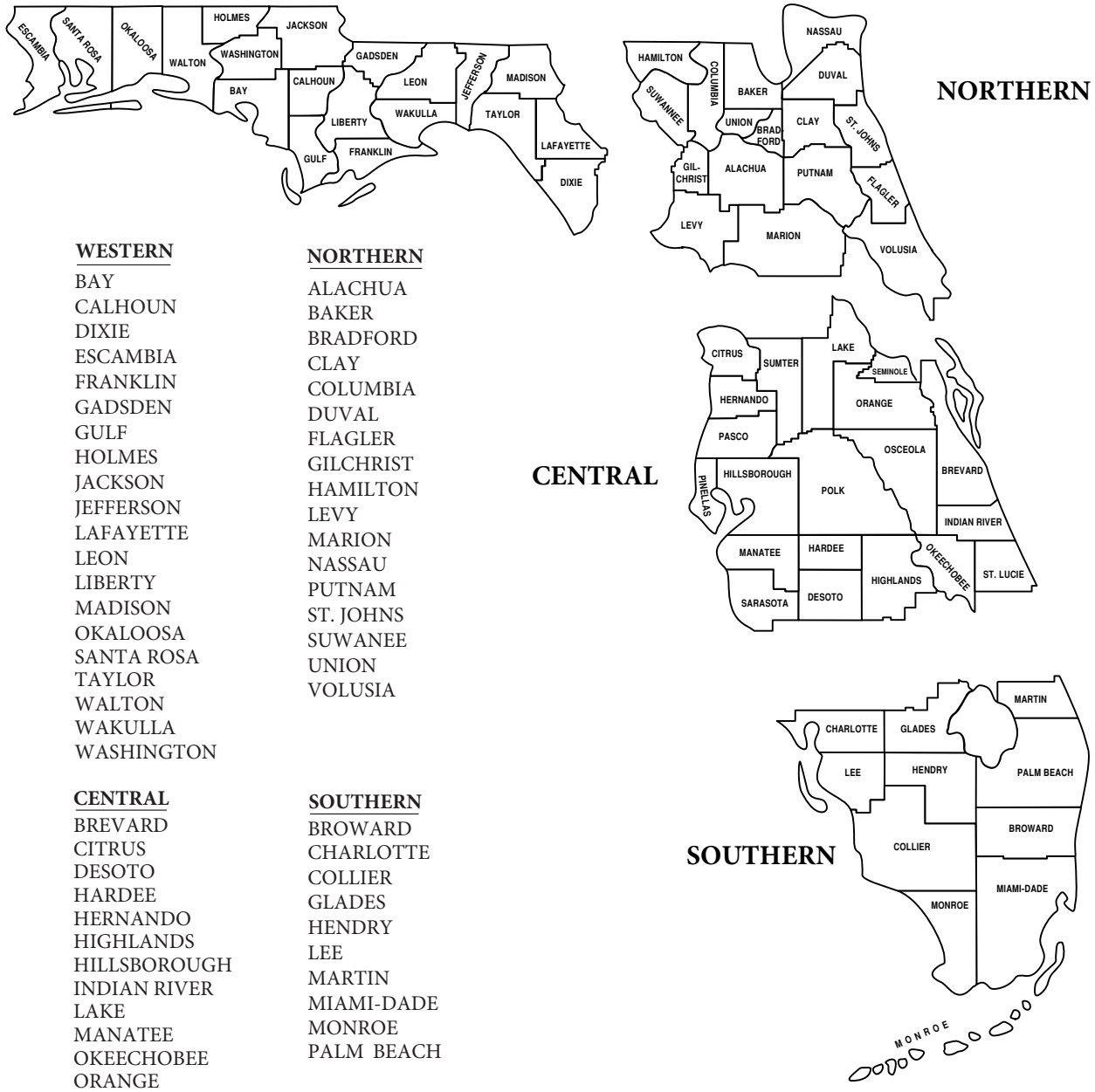
If pricing is not available when the manufacturer begins accepting orders, purchasers can submit a letter of intent referencing the FSA Contract to an awarded vendor indicating the models and quantities of vehicles they wish to purchase. After pricing is published, purchasers can issue a purchase order to the vendor to replace the letter of intent.

If you have any questions, please contact Cooperative Purchasing Program staff at CPP@flsheriffs.org.

Thank you,

Hugh Oliver
Cooperative Purchasing Program Manager

# 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

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

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

**SOUTHERN**
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

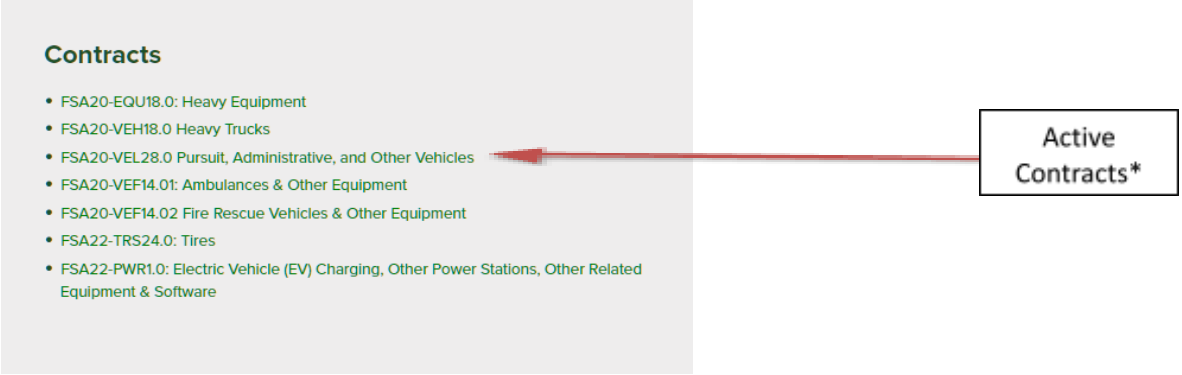
v.07_2021

# CPP Ordering Instructions

1) The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) welcomes purchasers to utilize our available contracts at no cost. FSA CPP currently has seven (7) active contracts, each are hyperlinked below and can be found on the CPP home page.

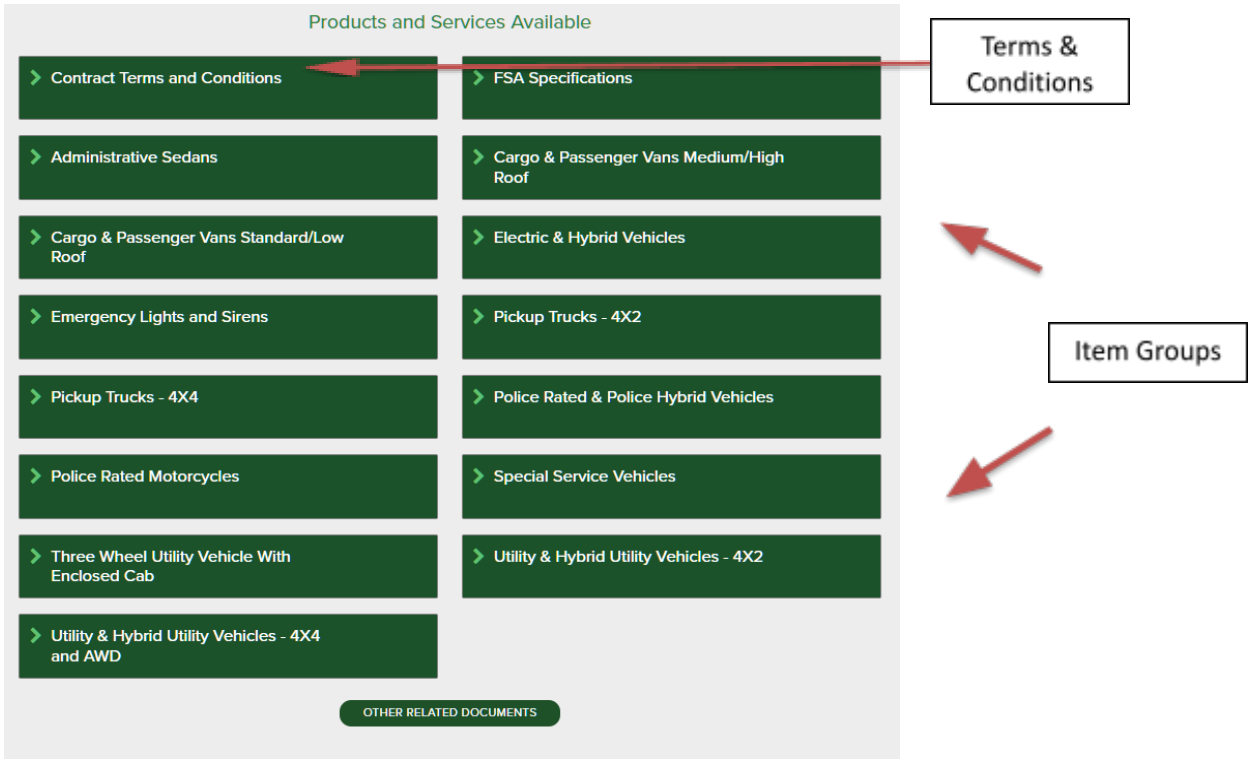
- ✔ Pursuit, Administrative and Other Vehicles
- ✔ Heavy Trucks & Buses
- ✔ Heavy Equipment
- ✔ Tires
- ✔ Electric Vehicle (EV) Charging, Power Stations, Equipment & Software
- ✔ Fire & Rescue Vehicles, Boats, & Equipment

2) Select the contract you are interested in. This can be done via the CPP home page or the Purchaser Resources page. *Note: information shown is for visual purposes only and may not reflect all current contracts.

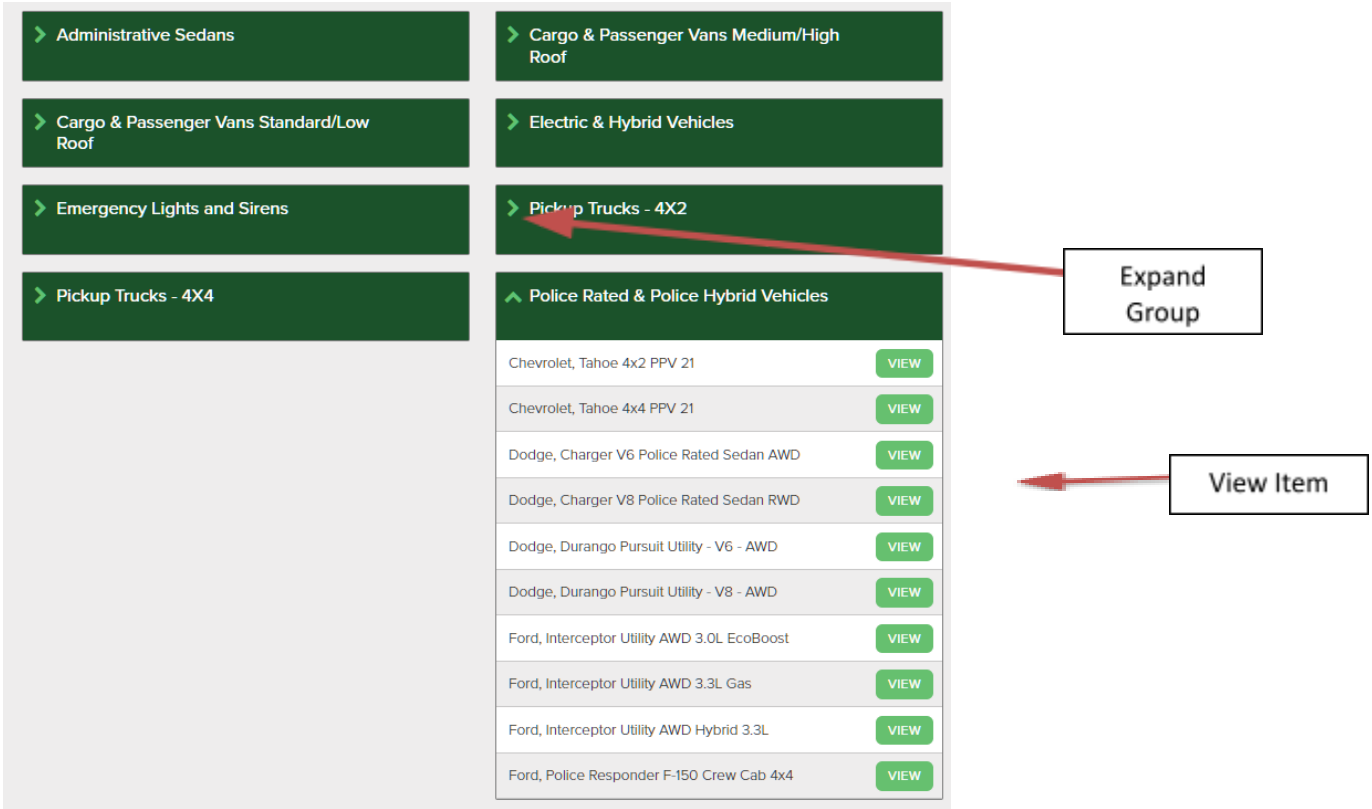



3) Scroll down to the Products & Services portion of the webpage, where there will be green boxes containing the Terms & Conditions and Item Groups.

# CPP Ordering Instructions




4) To view available items, expand the Item Group by clicking on the green arrow to the left of each name. To view prices, awarded vendors by zone, build sheets, and option pricing select the green "View" button on the right.



# CPP Ordering Instructions

5) A new tab will open, displaying the item award page. This page shows the primary awarded vendor for each zone and alternate vendors (if applicable). **Prices listed on this page are the current base price for contract items.** Click the "Build" link to review the vendor's Build Sheet. Click the "Options" link to review the vendor's options and their accompanying prices. Items can be upgraded or downgraded within the options.

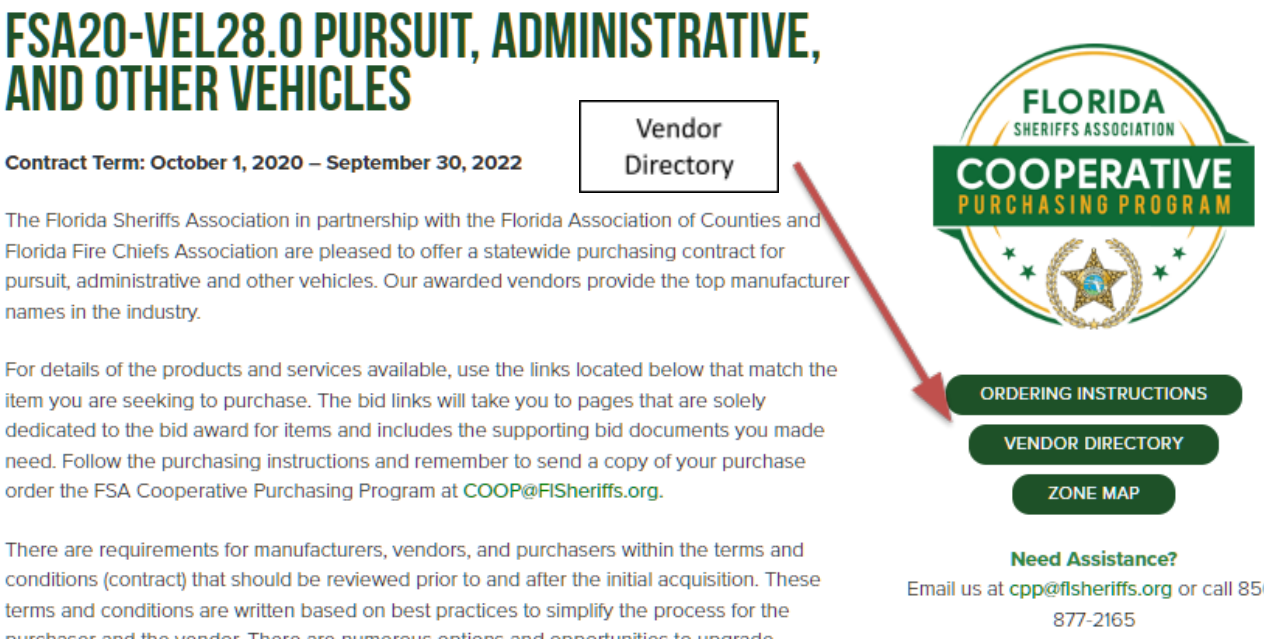
| Zone | Rank | Vendor | Price | Percent: | Build File | Options File |
|---|---|---|---|---|---|---|
| Western | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | BOZARD FORD | $37,267.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,303.00 | 0.00% | Build | Options |
| Northern | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,145.00 | 0.00% | Build | Options |
| | Alternate | BOZARD FORD | $37,162.00 | 0.00% | Build | Options |
| Central | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,250.00 | 0.00% | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $37,259.00 | 0.00% | Build | Options |
| Southern | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $37,259.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,303.00 | 0.00% | Build | Options |

Awarded Vendors

Build Sheets

Option Sheets

6) Each contract page contains a contract specific Vendor Directory (see below). The directory provides the company name, if they opted-in for federal compliance, Sales/Fleet contact name, email address, and phone number. If a vendor has changed names, or been bought by another company both names will be shown in the directory.



7) The "Purchaser Resources" page contains a Master Directory of CPP Vendors, in addition to the contract specific directories available on each award page.

8) FSA can make multiple awards by zone (if applicable). The purchaser has the choice of awarded vendors. The primary vendor offers the lowest price on the base item. If adding options, you may choose to get quotes from multiple awarded vendors. If a purchaser determines that a vendor in another zone can better serve their needs, they may order from that vendor; however, vendors may charge an out-of-zone delivery fee upon mutual agreement between the vendor and the purchaser.

9) Once a vendor has been identified for the item you wish to purchase, contact the vendor to request a quote.

10) Discuss delivery dates with the vendor. If no quote is provided, be sure to discuss delivery dates prior to issuing the purchase order to the vendor.

**Note: Vendors do not have any control over production delays in schedules from the manufacturer. **

Following the issuance of a purchase order, please send the PO to the selected vendors and the Florida Sheriffs Association at COOP@FlSheriffs.org.

11) Issue and submit a purchase order (PO) to the vendor.

12) The purchase order should include:
- The awarded vendor's name and address;
- The FSA contract number and title;
- The FSA item number and item description;
- The purchaser's federal identification number;
- The purchasing point of contacts name, phone number and email address; and
- Include the following FSA FIN/FAN/Certification codes on your purchase order for the corresponding manufacturer.

| Manufacturer | Code Type | FSA Code | Contact |
|---|---|---|---|
| Ford | FIN | QE065 | 1-800-343-5338 |
| Stellantis | FAN | 917872 | 1-800-999-3533 |
| General Motors | FAN | 49313 | 1-800-353-3867 |
| Nissan | Certification | FSA | FleetDistribution@Nissan-usa.com |
| Toyota | FIN | GE159 | 1-800-732-2798 |

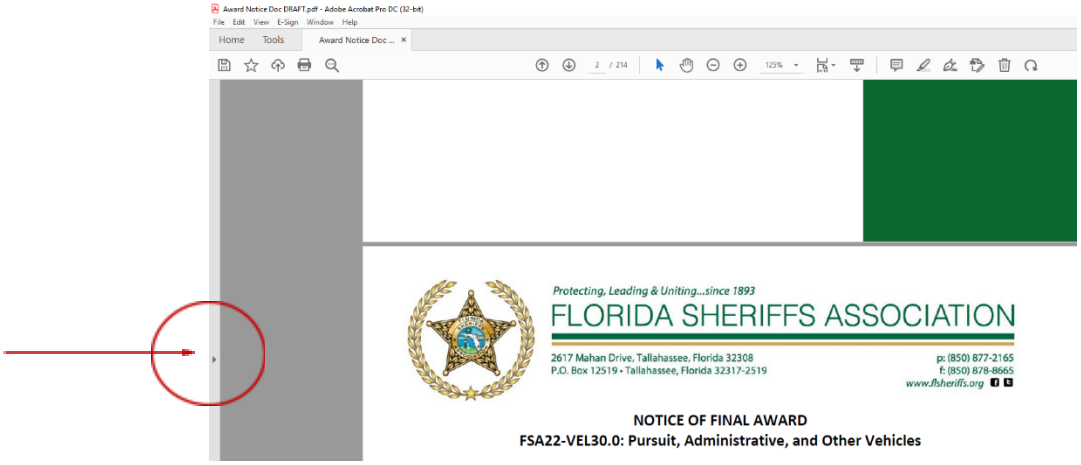
13) As a courtesy, CPP asks that purchasers submit copies of purchase orders to COOP@flsheriffs.org.

**We hope you enjoy your purchasing experience with the FSA Cooperative Purchasing Program, if you need any assistance, please contact our staff at CPP@FlSheriffs.org .**

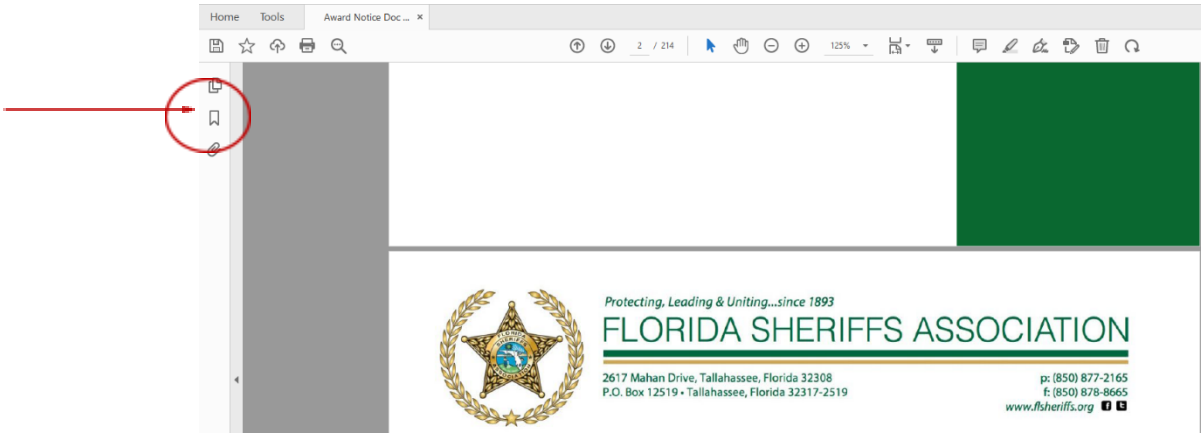
# How To Navigate the Full Award Document

1. Open the Full Award Notice document in Adobe Acrobat.

2. Click on the small arrow on the left side of your screen

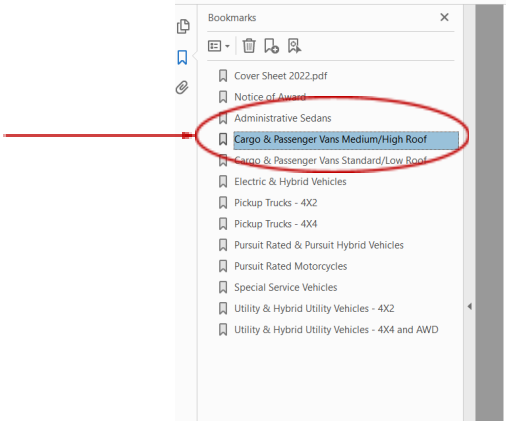



3. Click on the flag icon on the left-hand side of your screen.




4. A Table of Contents will appear to the left of your document. Select the item group that you are looking for. The document should automatically skip to the section clicked on.

# How To Navigate the Full Award Document




**FSA22-VEL30.0**
**Item Group Descriptions**

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

**Item Group:**

- Cargo & Passenger Vans Medium/High Roof

**FSA Item Group Description**

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.

**Bid Award**

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Transfer Switch: 600 Amp Automatic Transfer Switch

**Item:** 496, Thomson, Auto Transfer Switch, TS 870

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tradewinds Power Corp. | $10,545.00 | Build | Options |
| Northern | Primary | Tradewinds Power Corp. | $10,545.00 | Build | Options |
| Central | Primary | Tradewinds Power Corp. | $10,545.00 | Build | Options |
| Southern | Primary | Tradewinds Power Corp. | $10,545.00 | Build | Options |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 1 | 496 | TT100-FS | Credit - Downgrade to 100A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | ($4,290) |
| 2 | 496 | TT150-FS | Credit - Downgrade to 150A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | ($3,792) |
| 3 | 496 | TT200-FS | Credit - Downgrade to 200A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | ($3,638) |
| 4 | 496 | TT250-FS | Credit - Downgrade to 250A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | ($2,207) |
| 5 | 496 | TT400-FS | Credit - Downgrade to 400A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | ($635) |
| 6 | 496 | TT800-FS | Upgrade - Upgrade to 800A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $3,861 |
| 7 | 496 | TT1000-FS | Upgrade - Upgrade to 1000A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $9,514 |
| 8 | 496 | TT1200-FS | Upgrade - Upgrade to 1200A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $12,611 |
| 9 | 496 | TT1600-FS | Upgrade - Upgrade to 1600A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $22,760 |
| 10 | 496 | TT2000-FS | Upgrade - Upgrade to 2000A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $26,734 |
| 11 | 496 | TT2500-FS | Upgrade - Upgrade to 2500A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $36,887 |
| 12 | 496 | TT3000-FS | Upgrade - Upgrade to 3000A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $45,658 |
| 13 | 496 | TT4000-FS | Upgrade - Upgrade to 4000A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | $73,527 |
| 14 | 496 | TTSE-100-FS | Credit - Downgrade to 100A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | ($912) |
| 15 | 496 | TTSE-150-FS | Credit - Downgrade to 150A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | ($788) |
| 16 | 496 | TTSE-200-FS | Credit - Downgrade to 200A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | ($617) |
| 17 | 496 | TTSE-250-FS | Credit - Downgrade to 250A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $263 |
| 18 | 496 | TTSE-400-FS | Credit - Downgrade to 400A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $2,214 |
| 19 | 496 | TTSE-600-FS | Upgrade - Upgrade to 600A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $7,000 |
| 20 | 496 | TTSE-800-FS | Upgrade - Upgrade to 800A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $9,837 |
| 21 | 496 | TTSE-1000-FS | Upgrade - Upgrade to 1000A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $22,534 |
| 22 | 496 | TTSE-1200-FS | Upgrade - Upgrade to 1200A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $23,835 |
| 23 | 496 | TTSE-1600-FS | Upgrade - Upgrade to 1600A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $35,071 |
| 24 | 496 | TTSE-2000-FS | Upgrade - Upgrade to 2000A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $37,987 |
| 25 | 496 | TTSE-2500-FS | Upgrade - Upgrade to 2500A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $54,010 |
| 26 | 496 | TTSE-3000-FS | Upgrade - Upgrade to 3000A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $62,813 |
| 27 | 496 | TTSE-4000-FS | Upgrade - Upgrade to 4000A Service Entrance Rated, 2 or 3 pole, 208V or 240V or 480V, NEMA 3R enclosure. | $97,560 |
| 28 | 496 | TT913-100-FS | Credit - Downgrade to 100A, 120/240V only, 3 Ph, 60Hz, NEMA 3R enclosure. | ($7,028) |
| 29 | 496 | TT913-200-FS | Credit - Downgrade to 200A, 120/240V only, 3 Ph, 60Hz, NEMA 3R enclosure. | ($6,142) |
| 30 | 496 | TT913-400-FS | Credit - Downgrade to 400A, 120/240V only, 3 Ph, 60Hz, NEMA 3R enclosure. | ($4,179) |
| 31 | 496 | TTSE-913-100-FS | Credit - Downgrade to 100A, 120/240V only, 3 Ph, 60Hz, Service Entrance Rated, NEMA 3R Aluminum weather enclosure. | ($5,963) |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**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 32 | 496 | TTSE-913-200-FS | Credit - Downgrade to 200A, 120/240V only, 3 Ph, 60Hz, Service Entrance Rated, NEMA 3R Aluminum weather enclosure. | ($4,814) |
| 33 | 496 | TTSE-913-400-FS | Credit - Downgrade to 400A, 120/240V only, 3 Ph, 60Hz, Service Entrance Rated, NEMA 3R Aluminum weather enclosure. | ($792) |
| 34 | 496 | TTSS-100-200-FS | Credit - Downgrade 100 - 200A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | ($4,275) |
| 35 | 496 | TTSS-250-FS | Credit - Downgrade 250A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | ($2,632) |
| 36 | 496 | TTSS-400-600-FS | Credit - Downgrade 400 - 600A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | ($339) |
| 37 | 496 | TTSS-800-FS | Upgrade - Upgrade to 800A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | $232 |
| 38 | 496 | TTSS-1000-1200-FS | Upgrade- Upgrade to 1000 - 1200A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | $2,574 |
| 39 | 496 | TTSS-1600-2000-FS | Upgrade - Upgrade to 1600 - 2000A to NEMA 4x, 316 Stainless Steel by adding to Bid price. | $9,888 |
| 40 | 496 | TTSS-2500-3000-FS | Upgrade - Upgrade to 2500 - 3000A to NEMA 4x, 316 Stainless Steel by adding to Bid price. | $11,679 |
| 41 | 496 | TTSS-4000-FS | Upgrade - Upgrade to 4000A to NEMA 4x, 316 Stainless Steel by adding to Bid price. | $17,006 |
| 42 | 496 | TT-CLOSEDTRANS-FS | Net Cost Adder - Upgrade to existing switch to make switch closed transition 8% of switch price. | 25% |
| 43 | 496 | TTSWITCH-FS | Net Cost Adder - Percentage to change from original proposal transfer switch to another manufacture to meet customer requirements 15% | 15% |
| 44 | 496 | TT-SURGE-1PH-240-FS | Net Cost Adder - Surge Suppression for 1 Ph units rated up to 240V. | $1,619 |
| 45 | 496 | TT-SURGE-3PH-240-FS | Net Cost Adder - Surge Suppression for 3 Ph units rated up to 240V. | $2,356 |
| 46 | 496 | TT-SURGE-3PH-480-FS | Net Cost Adder - Surge Suppression for 3 Ph units rated for 480V. | $3,677 |
| 47 | 496 | TPC-ATS-MAIN1-FS | Net Cost Adder - Test, adjust, activate and provide general instructions on the operation of the automatic transfer switch. Note: this is a net cost adder per switch. | $1,027 |
| 48 | 496 | TPC-ATS-MAIN2-FS | Net Cost Adder - Tighten Line, Load, and Emergency leads for secure connection to transfer switch. Transfer generator and provide condition summary report of emergency system. Note: this is a net cost adder per switch. | $1,546 |
| 49 | 496 | TPC-WAR1-AT-FS | Net Cost Adder - 100 - 1000A 5yr factory extended warranty. Net cost of warranty will be 15% of total cost of switch. | 15% |
| 50 | 496 | TPC-WAR2-AT-FS | Net Cost Adder - 1001 - 4000A 5yr factory extended warranty. Net cost of warranty will be 10% of total cost of switch. | 10% |
| 51 | 496 | IT100-150-FS | Credit - Downgrade for 100 -150A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,356) |
| 52 | 496 | IT151-200-FS | Credit - Downgrade for 151-200A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,370) |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 53 | 496 | IT201-400-FS | Credit - Downgrade for 201 - 400A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,380) |
| 54 | 496 | IT401-600-FS | Credit - Downgrade for 401 - 600A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,411) |
| 55 | 496 | IT601-800-FS | Credit - Downgrade for 601 - 800A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,432) |
| 56 | 496 | IT801-1200-FS | Credit - Downgrade for 801 - 1200A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,391) |
| 57 | 496 | IT1201-4000-FS | Credit - Downgrade for 1201 - 4000A, 1 Ph or 3 Ph, installation of transfer switch, mounted up to 15 ft away from main power source. Installation of generator power not to exceed 50 ft away. Obtain permit, pour pad, set and install generator, and transfer switch. Cost per amp. | ($10,370) |
| 58 | 496 | TT-RMAC-FS | Net Cost Adder - Remote Annunciator for Eaton ATS | $3,041 |
| 59 | 496 | TT-RCELC-FS | Net Cost Adder - Protocol conversion MODBUS TCP/IP to MODBUS Ethernet for Eaton ATS | $1,690 |
| 60 | 496 | TT-MAGFA-1600-5000-FS | Net Cost Adder - Front Access Cabinet for 1600A to 5000A Magnum Eaton ATS. | $25,343 |
| 61 | 496 | TT87-100-400-TT-FS | Net Cost Adder - Quick-connect Camlok panel for N3R Eaton 100A to 400A ATS. | $3,891 |
| 62 | 496 | TT87-600-800-TT-FS | Net Cost Adder - Quick-connect Camlok panel for N3R Eaton 600A to 800A ATS. | $5,278 |
| 63 | 496 | TT87-1000-1200-TT-FS | Net Cost Adder - Quick-connect Camlok panel for N3R Eaton 1000A to 1200A ATS. | $8,186 |
| 64 | 496 | TT87-1600-TT-FS | Net Cost Adder - Quick-connect Camlok panel for N3R Eaton 1600A ATS. | $13,526 |
| 65 | 496 | TTQCPS-400-WALL-FS | Credit - Downgrade to Provide wall mounted quick disconnect panel in compliance with NEC code 700.3 rated for 400A. | $13,811 |
| 66 | 496 | TTQCPS-800-WALL-FS | Credit - Downgrade to Provide wall mounted quick disconnect panel in compliance with NEC code 700.3 rated for 800A. | $25,181 |
| 67 | 496 | TTQCPS-1200-WALL-FS | Credit - Downgrade to Provide wall mounted quick disconnect panel in compliance with NEC code 700.3 rated for 1200A. | $53,761 |
| 68 | 496 | TTQCPS-1600-WALL-FS | Upgrade - Upgrade to Provide wall mounted quick disconnect panel in compliance with NEC code 700.3 rated for 1600A. | $57,751 |
| 69 | 496 | TTQCPS-2000-WALL-FS | Upgrade - Upgrade to provide wall mounted quick disconnect panel in compliance with NEC code 700.3 rated for 2000A. | $62,054 |
| 70 | 496 | TTQCPS-800-PAD-FS | Credit - Downgrade to Provide pad mounted quick disconnect panel in compliance with NEC code 700.3 rated for 800A. | $4,439 |
| 71 | 496 | TTQCPS-1200-PAD-FS | Upgrade - Upgrade to provide pad mounted quick disconnect panel in compliance with NEC code 700.3 rated for 1200A. | $6,494 |
| 72 | 496 | TTQCPS-1600-PAD-FS | Upgrade - Upgrade to provide pad mounted quick disconnect panel in compliance with NEC code 700.3 rated for 1600A. | $7,825 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 73 | 496 | TTQCPS-2000-PAD-FS | Upgrade - Upgrade to provide pad mounted quick disconnect panel in compliance with NEC code 700.3 rated for 2000A. | $10,093 |
| 74 | 496 | TTQCPSD-400-WALL-FS | Upgrade - Upgrade to provide wall mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 400A. | $18,723 |
| 75 | 496 | TTQCPSD-800-WALL-FS | Upgrade - Upgrade to provide wall mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 800A. | $31,775 |
| 76 | 496 | TTQCPSD-1200-WALL-FS | Upgrade - Upgrade to provide wall mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 1200A. | $63,908 |
| 77 | 496 | TTQCPSD-1600-WALL-FS | Upgrade - Upgrade to provide wall mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 1600A. | $70,841 |
| 78 | 496 | TTQCPSD-2000-WALL-FS | Upgrade - Upgrade to provide wall mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 2000A. | $81,416 |
| 79 | 496 | TTQCPSD-800-PAD-FS | Upgrade - Upgrade to provide pad mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 800A. | $16,775 |
| 80 | 496 | TTQCPSD-1200-PAD-FS | Upgrade - Upgrade to provide pad mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 1200A. | $18,076 |
| 81 | 496 | TTQCPSD-1600-PAD-FS | Upgrade - Upgrade to provide pad mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 1600A. | $21,006 |
| 82 | 496 | TTQCPSD-2000-PAD-FS | Upgrade - Upgrade to provide pad mounted dual purpose quick disconnect panels for mobile and load bank connections in compliance with NEC code 700.3 rated for 2000A. | $23,627 |
| 83 | 496 | T-AE200T-FS | Net Cost Adder- Provide and install aluminum enclosure and 200 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $23,702 |
| 84 | 496 | T-BE350T-FS | Net Cost Adder- Provide and install aluminum enclosure and 350 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $27,405 |
| 85 | 496 | T-CE500T-FS | Net Cost Adder- Provide and install aluminum enclosure and 500 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $43,676 |
| 86 | 496 | T-DE660T-FS | Net Cost Adder- Provide and install aluminum enclosure and 660 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $58,570 |
| 87 | 496 | T-EE1050T-FS | Net Cost Adder- Provide and install aluminum enclosure and 1050 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $80,608 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 88 | 496 | T-FE1200T-FS | Net Cost Adder- Provide and install aluminum enclosure and 1200 gal UL142 FDEP fuel tank with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $97,880 |
| 89 | 496 | T-B1T4E175TT-FS | Net Cost Adder- Provide and install aluminum enclosure and 175 gal trailer tank, with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $37,228 |
| 90 | 496 | T-B2T4E200TT-FS | Net Cost Adder- Provide and install aluminum enclosure and 200 gal trailer tank, with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $56,772 |
| 91 | 496 | T-CT4E330TT-FS | Net Cost Adder- Provide and install aluminum enclosure and 330 gal trailer tank, with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $72,940 |
| 92 | 496 | T-D1T4E500TT-FS | Net Cost Adder- Provide and install aluminum enclosure (D) and 500 gal trailer tank, with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $130,200 |
| 93 | 496 | T-E1T4E500TT-FS | Net Cost Adder- Provide and install aluminum enclosure (E) and 500 gal trailer tank, with anticorrosive paint. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $150,905 |
| 94 | 496 | T-ATTPE200T-FS | Net Cost Adder- Provide and install Total Pac aluminum enclosure and 200 gal UL142 FDEP fuel tank with anticorrosive paint. Stainless Steel Disconnect boxes and transfer switch. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $53,560 |
| 95 | 496 | T-BTTPE300T-FS | Net Cost Adder- Provide and install Total Pac aluminum enclosure and 300 gal UL142 FDEP fuel tank with anticorrosive paint. Stainless Steel Disconnect boxes and transfer switch. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $88,493 |
| 96 | 496 | T-CTTPE500T-FS | Net Cost Adder- Provide and install Total Pac aluminum enclosure and 500 gal UL142 FDEP fuel tank with anticorrosive paint. Stainless Steel Disconnect boxes and transfer switch. To use with customer supplied generator set. Labor and transportation included. Loading and unloading at site by customer. | $155,856 |
| 97 | 496 | T-ER400CL-FS | Net Cost Adder- 400 A rated emergency response rear connection box with lockable lifting gate with snap acting disconnect protection, and LED service light. 120/240V, 120/208V, or 277/480V, female Camlock connectors with N3R snap back covers; clear acrylic covered copper compression lugs mounted on a Bakelite Phenolic plate, all wired to the mainline circuit breaker. Flush mounted single Phase output receptacles with weatherproof lift covers. 2)20 A duplex GFI 120V, 2)20 A duplex NON GFI 120V, 3) 50 A 240V all with breaker protection. Remote start and alarm contacts. 20A 120V N3R inlet for battery charger and coolant block heater . | $17,025 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 98 | 496 | T-ER800CL-FS | Net Cost Adder- 800A rated emergency response rear connection box with lockable lifting gate with snap acting disconnect protection, and LED service light. 120/240V, 120/208V, or 277/480V, female Camlock connectors with N3R snap back covers; clear acrylic covered copper compression lugs mounted on a Bakelite Phenolic plate, all wired to the mainline circuit breaker. Flush mounted single Phase output receptacles with weatherproof lift covers. 2)20A duplex GFI 120V, 2)20A duplex NON GFI 120V, 3) 50A 240V all with breaker protection. Remote start and alarm contacts. 20A 120V N3R inlet for battery charger and coolant block heater . | $20,600 |
| 99 | 496 | T-ER1200CL-FS | Net Cost Adder- 1200A rated emergency response rear connection box with lockable lifting gate with snap acting disconnect protection, and LED service light. 120/240V, 120/208V, or 277/480V, female Camlock connectors with N3R snap back covers; clear acrylic covered copper compression lugs mounted on a Bakelite Phenolic plate, all wired to the mainline circuit breaker. Flush mounted single Phase output receptacles with weatherproof lift covers. 2)20A duplex GFI 120V, 2)20A duplex NON GFI 120V, 3) 50A 240V all with breaker protection. Remote start and alarm contacts. 20A 120V N3R inlet for battery charger and coolant block heater . | $17,146 |
| 100 | 496 | T-ER1600CL-FS | Net Cost Adder- 1600A rated emergency response rear connection box with lockable lifting gate with snap acting disconnect protection, and LED service light. 120/240V, 120/208V, or 277/480V, female Camlock connectors with N3R snap back covers; clear acrylic covered copper compression lugs mounted on a Bakelite Phenolic plate, all wired to the mainline circuit breaker. Flush mounted single Phase output receptacles with weatherproof lift covers. 2)20A duplex GFI 120V, 2)20A duplex NON GFI 120V, 3) 50A 240V all with breaker protection. Remote start and alarm contacts. 20A 120V N3R inlet for battery charger and coolant block heater . | $28,835 |
| 101 | 496 | T-ER2000CL-FS | Net Cost Adder- 2000A rated emergency response rear connection box with lockable lifting gate with snap acting disconnect protection, and LED service light. 120/240V, 120/208V, or 277/480V, female Camlock connectors with N3R snap back covers; clear acrylic covered copper compression lugs mounted on a Bakelite Phenolic plate, all wired to the mainline circuit breaker. Flush mounted single Phase output receptacles with weatherproof lift covers. 2)20A duplex GFI 120V, 2)20A duplex NON GFI 120V, 3) 50A 240V all with breaker protection. Remote start and alarm contacts. 20A 120V N3R inlet for battery charger and coolant block heater . | $32,682 |
| 102 | 496 | THDPAN-FS | Net cost Adder - Upgrade to Digital Control Panel for paralleling application. | $12,639 |
| 103 | 496 | TCEM-FS | Net cost Adder - Contact Expansion Module for paralleling application, for others to program. | $5,872 |
| 104 | 496 | TAEM-FS | Net cost Adder - Analog Expansion Module for paralleling application, for others to program. | $3,972 |
| 105 | 496 | TVRM-FS | Net cost Adder - Voltage Regulation Module for paralleling application, for others to program. | $3,180 |
| 106 | 496 | TPARALLEL-FS | Net cost Adder - Paralleling system, and labor required for any two (2) machines together at the factory. Perform onsite start-up and adjustment. | $104,055 |

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**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 107 | 496 | TSCD-02-FS | Net Cost Adder - Control Panel for Supervisory Controls and Data Acquisition (SCADA) with dry contacts interface on NEMA box. | $5,412 |
| 108 | 496 | TSCD-01-FS | Net Cost Adder - Design, Engineer, and supply Supervisory Controls and Data Acquisition (SCADA) system to remotely monitor, control and provide analytical data of a pumping station. Price includes all materials, except computer and monitors. | $39,064 |
| 109 | 496 | T100LB-FS | Net Cost Adder-100KW 480V, 93KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights. | $27,272 |
| 110 | 496 | T265LB-FS | Net Cost Adder-265KW 480V, 257KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights. | $45,433 |
| 111 | 496 | T-VCS60-FS | Net Cost Adder- 60kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $4,335 |
| 112 | 496 | T-VCS100-FS | Net Cost Adder- 100kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $5,925 |
| 113 | 496 | T-VCS150-FS | Net Cost Adder- 150kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $6,668 |
| 114 | 496 | T-VCS200-FS | Net Cost Adder- 200kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $7,576 |
| 115 | 496 | T-VCS375-FS | Net Cost Adder- 375kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $11,547 |
| 116 | 496 | T-VCS400-FS | Net Cost Adder- 400kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $13,667 |
| 117 | 496 | T-VCS500-FS | Net Cost Adder- 500kW - Voltage changeover switch 3 position, single output, for alternator with PMG and DVR only. | $14,817 |
| 118 | 496 | T-VCS-2O-FS | Net cost Adder - Upgrade to supply 2 position dual output Voltage selector switch 208V and 480V, for alternator with PMG and DVR only. | $4,248 |
| 119 | 496 | T-VCS-3O-FS | Net cost Adder - Upgrade to supply 3 position 3 output Voltage selector switch 240V, 208V, 480V, for alternator with PMG and DVR only. | $5,118 |
| 120 | 496 | COMP-400-FS | Net cost Adder - Add Compression lugs to Emergency Response connection box. | $5,885 |
| 121 | 496 | COMP-800-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box. | $7,953 |
| 122 | 496 | COMP-1200-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box. | $9,360 |
| 123 | 496 | CAM-400-2O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install two 400A outputs for 240V or 208V, and 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $3,373 |
| 124 | 496 | CAM-800-2O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install two 800 A outputs for 240V or 208V, and 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $5,918 |
| 125 | 496 | CAM-1200-2O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install two 1200A outputs for 240V or 208V, and 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $7,330 |

**FLORIDA SHERIFFS**
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**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 126 | 496 | CAM-400-3O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install three 400A outputs, for 240V, 208V, 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $5,134 |
| 127 | 496 | CAM-800-3O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install three 800 A outputs for 240V, 208V, 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $9,820 |
| 128 | 496 | CAM-1200-3O-FS | Net Cost Adder - Add Compression lugs to Emergency Response connection box, and install three 1200 A outputs for 240V, 208V, 480V Camlock type connectors with N3R snap back covers, mounted on Bakelite Phenolic board, keyed latched lift gate with snap action shut off switch, LED light. | $12,322 |
| 129 | 496 | T100PLUG-FS | Net Cost Adder - 100A, 600 V, 250 VDC, pin sleeve reverse service load breaking plug. With 100A circuit breaker, with shunt trip.Cable not included. | $13,685 |
| 130 | 496 | T200PLUG-FS | Net Cost Adder - 200A, 600 V, 250 VDC, pin sleeve reverse service load breaking plug. With 200A circuit breaker, with shunt trip. Cable not included. | $18,691 |
| 131 | 496 | T100-1-30L-FS | Net Cost Adder - 100amp, 30ft length, 2000v rated, flexible, S/O cord rated for 100amps and to contain a total of five (5) conductors. PLUG NOT included. | $1,843 |
| 132 | 496 | T100-1-50L-FS | Net Cost Adder - 100amp, 50ft length, 2000v rated, flexible, S/O cord rated for 100amps and to contain a total of five (5) conductors. PLUG NOT included. | $2,652 |
| 133 | 496 | T150-1-30L-FS | Net Cost Adder - 150amp, 30ft length, 2000v rated, flexible, S/O cord rated for 150amps and to contain a total of five (5) conductors. PLUG NOT included. | $3,030 |
| 134 | 496 | T150-1-50L-FS | Net Cost Adder - 150amp, 50ft length, 2000v rated, flexible, S/O cord rated for 150amps and to contain a total of five (5) conductors. PLUG NOT included. | $4,365 |
| 135 | 496 | T200-1-30L-FS | Net Cost Adder - 200amp, 30ft length, 2000v rated, flexible, S/O cord rated for 200amps and to contain a total of five (5) conductors. PLUG NOT included. | $4,118 |
| 136 | 496 | T200-1-50L-FS | Net Cost Adder - 200amp, 50ft length, 2000v rated, flexible, S/O cord rated for 200amps and to contain a total of five (5) conductors. PLUG NOT included. | $5,939 |
| 137 | 496 | TW4001-5-6L-FS | Net Cost Adder- Five 400A rated, 6 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. One male camlock connector installed and bare end. | $1,184 |
| 138 | 496 | TW4001-5-50L-FS | Net Cost Adder- Five 400A rated, 50 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. Provided with one male and one female camlock connector installed. | $5,785 |
| 139 | 496 | TW4001-9-6L-FS | Net Cost Adder- Nine 800A rated, 6 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. One male camlock connector installed and bare end. | $2,623 |
| 140 | 496 | TW4001-9-50L-FS | Net Cost Adder- Nine 800A rated, 50 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. Provided with one male and one female camlock connector installed. | $12,708 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 496**
**600 AMP AUTOMATIC TRANSFER SWITCH**

| Row | Specification Number | Code | Description | Price - All Zoner |
|---|---|---|---|---|
| 141 | 496 | TW4001-13-6L-FS | Net Cost Adder- Thirteen 1200A rated, 6 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. One male camlock connector installed and bare end. | $3,602 |
| 142 | 496 | TW4001-13-50L-FS | Net Cost Adder- Thirteen 1200A rated, 50 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. Provided with one male and one female camlock connector installed. | $18,170 |
| 143 | 496 | TW4001-17-6L-FS | Net Cost Adder- Seventeen 1600A rated, 6 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. One male camlock connector installed and bare end. | $4,468 |
| 144 | 496 | TW4001-17-50L-FS | Net Cost Adder- Seventeen 1600A rated, 50 ft length multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. Provided with one male and one female camlock connector installed. | $23,816 |
| 145 | 496 | CLS40FB-OPP-FS | Net Cost Adder - Female in line Camlock connector, 2/0 to 4/0, 400A, 600V, UL. Price per unit. | $74 |
| 146 | 496 | CLS40MB-OPP-FS | Net Cost Adder - Male in line Camlock plug 2/0 to 4/0, 400A, 600V, UL. Price per unit. | $74 |
| 147 | 496 | T-W4001-FS | Net Cost Adder- 400A rated, multistrand industrial grade cable, with pure soft-drawn electrolytic copper. Rope stranding for flexibility in varying temperatures, double insulation for greater durability and safety. Price per ft. | $30 |
| 148 | 496 | TG0204-FS | Net Cost Adder - 100amp, 2000V rated, flexible, S/O cord rated for 100amps and to contain a total of five (5) conductors. Price per ft. | $76 |
| 149 | 496 | TG1004-FS | Net Cost Adder - 150amp, 2000V rated, flexible, S/O cord rated for 100amps and to contain a total of five (5) conductors. Price per ft. | $118 |
| 150 | 496 | TG3004-FS | Net Cost Adder - 200amp, 2000V rated, flexible, S/O cord rated for 100amps and to contain a total of five (5) conductors. Price per ft. | $162 |
| 151 | 496 | T-TUFF200-10-FS | Net Cost Adder - Power Distribution panel 200A rated 120/208V Male panel mount camlocks with clear flip covers; ten 20A receptacles, thirty 20A 1P breakers. Tilt and Roller Cage with wheels. UL 1640, UL 50, N3R. Includes five 50ft cables with camlock connectors con both ends. | $14,650 |
| 154 | 496 | TPOL-FS | Net Cost Adder - Supply and install diesel fuel polishing system 80 gpm. | $14,976 |
| 155 | 496 | TPOL1-FS | Net Cost Adder - Supply portable diesel fuel polishing system 210 gpm. | $17,956 |
| 156 | 496 | T-R500TKTR-FS | Net Cost Added - Supply 500 gallon diesel fuel double wall round reservoir tank mounted on a street legal 7, 000lb trailer with electric brakes, mechanical fuel level gauge, leak indicator, drainage port with plug. 20GPM, 12Vdc diesel fuel transfer pump with meter, 30 ft. long, 3/4" hose with reel, 12vdc, 140w solar panel with solar controller mounted on tilt bracket, 12vdc Battery and battery box. | $29,637 |
| 157 | 496 | T-CCP-FS | Net Cost Adder - Payment made by Credit Card. Price is 4% of total purchase. | 4% |

TRADEWINDS®
POWER CORP
5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

*Filters*
*Pump Sets*
*Power Units*
*Generator Sets*
*Automatic Engine Controls*

# Tradewinds Power Corp

# Bid No. FSA23-EQU21.0
# Specification No. #155

# 125KW GENERATOR PACKAGE



# FSA Cooperative Purchasing Program




# FSA23-EQU21.0: Equipment
# Final Award Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

# Notice of Final Award
# FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

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 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 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.O. Box 12519, Tallahassee, Florida 32317-2519
ph: (850) 877-2165
fax: (850) 878-8665
www.flsheriffs.org

May 12, 2023

# FSA22-VEL30.0 & FSA22-VEH20.0 Model Year Price Adjustment

Awarded Vendors,

The Contract Terms and Conditions allow for price adjustments due to significant changes to manufacturer production in Section 3.06. FSA is allowing awarded vendors to submit adjusted pricing for model year 2024 vehicles in conjunction with order dates published by the manufacturer or with other manufacturer documentation.

FSA is requesting vendors submit a new price per item per zone for each item currently awarded. Adjusted pricing should be submitted prior to the date the manufacturer will begin accepting orders for model year 2024 vehicles when possible. FSA will consider the request and make a final determination on the changes in price. FSA reserves the right to refuse any excess price adjustment requests.

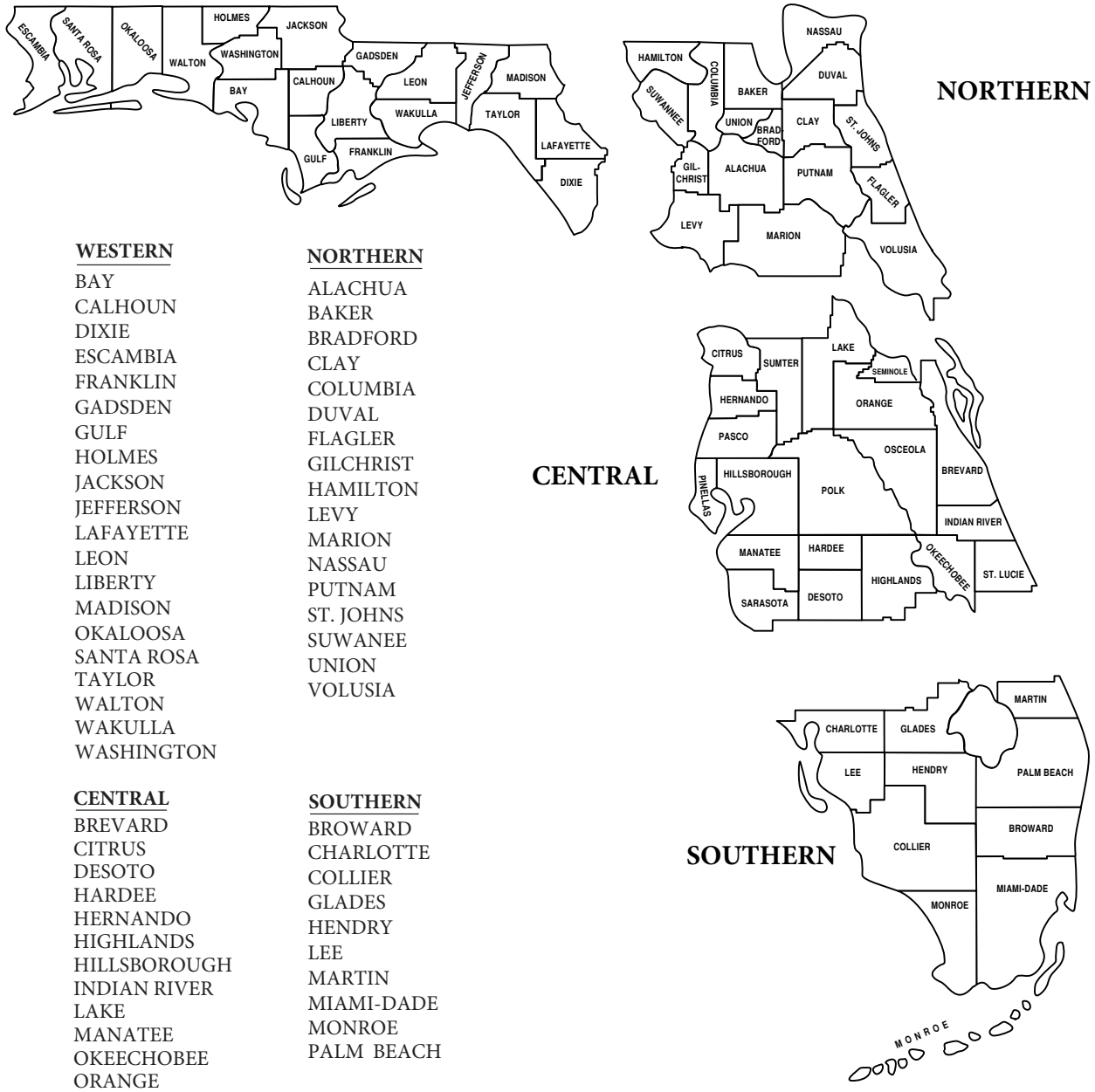
If pricing is not available when the manufacturer begins accepting orders, purchasers can submit a letter of intent referencing the FSA Contract to an awarded vendor indicating the models and quantities of vehicles they wish to purchase. After pricing is published, purchasers can issue a purchase order to the vendor to replace the letter of intent.

If you have any questions, please contact Cooperative Purchasing Program staff at CPP@flsheriffs.org.

Thank you,

Hugh Oliver
Cooperative Purchasing Program Manager

# FSA CONTRACT ZONE MAP




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

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

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

**SOUTHERN**
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

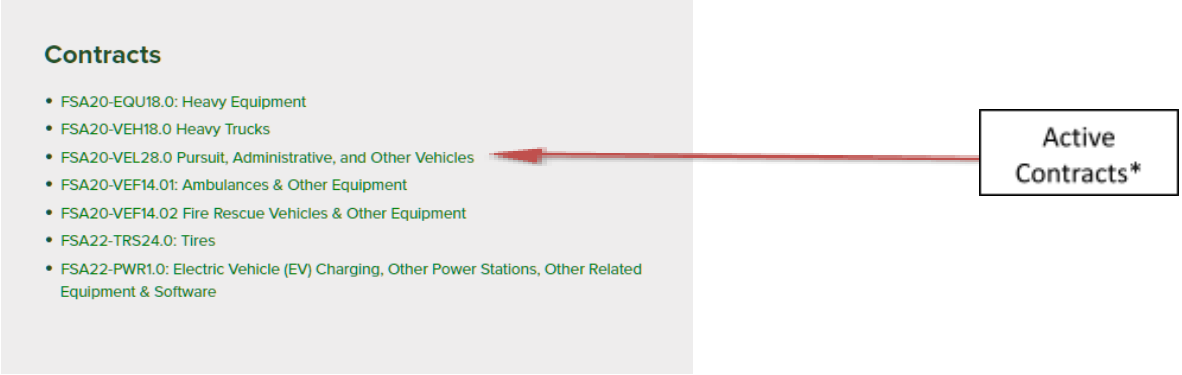
v.07_2021

# CPP Ordering Instructions

1) The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) welcomes purchasers to utilize our available contracts at no cost. FSA CPP currently has seven (7) active contracts, each are hyperlinked below and can be found on the CPP home page.

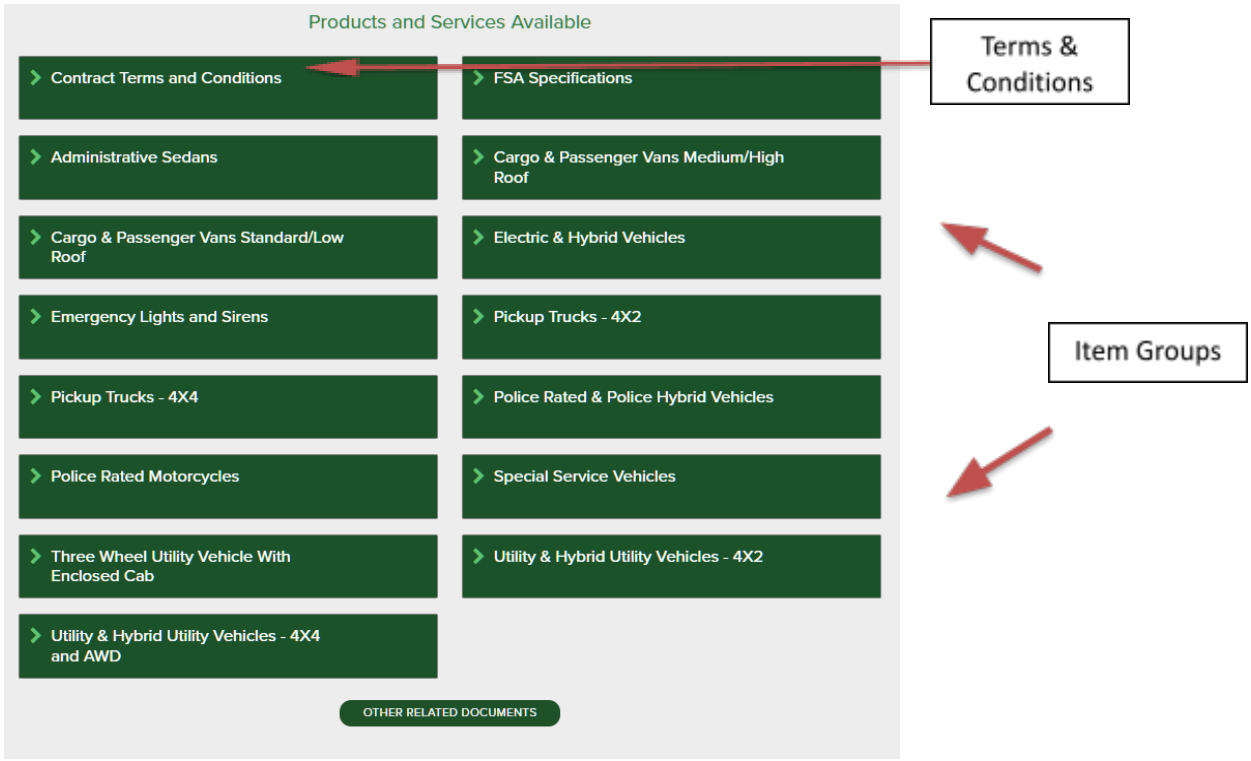
- ✔ Pursuit, Administrative and Other Vehicles
- ✔ Heavy Trucks & Buses
- ✔ Heavy Equipment
- ✔ Tires
- ✔ Electric Vehicle (EV) Charging, Power Stations, Equipment & Software
- ✔ Fire & Rescue Vehicles, Boats, & Equipment

2) Select the contract you are interested in. This can be done via the CPP home page or the Purchaser Resources page. *Note: information shown is for visual purposes only and may not reflect all current contracts.

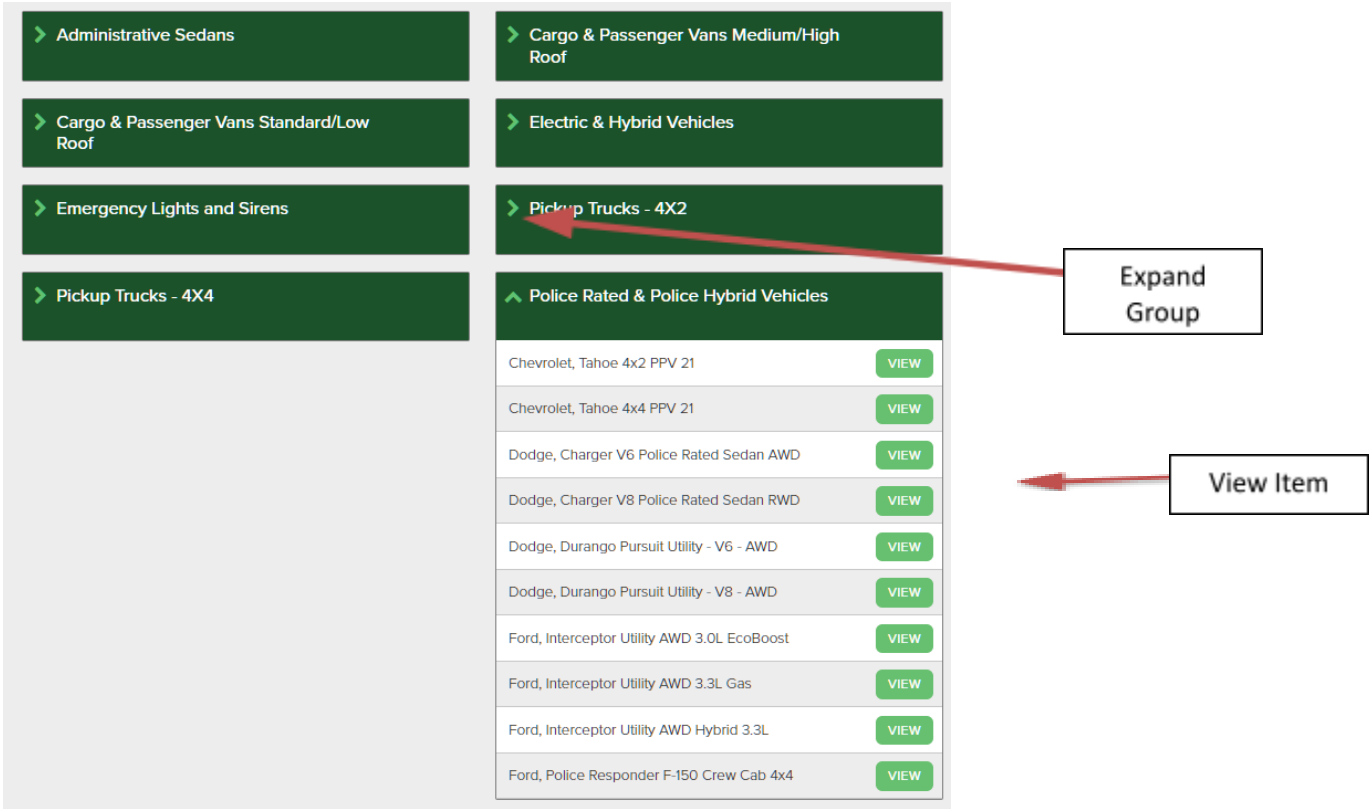



3) Scroll down to the Products & Services portion of the webpage, where there will be green boxes containing the Terms & Conditions and Item Groups.

# CPP Ordering Instructions




4) To view available items, expand the Item Group by clicking on the green arrow to the left of each name. To view prices, awarded vendors by zone, build sheets, and option pricing select the green "View" button on the right.



# CPP Ordering Instructions

5) A new tab will open, displaying the item award page. This page shows the primary awarded vendor for each zone and alternate vendors (if applicable). **Prices listed on this page are the current base price for contract items.** Click the "Build" link to review the vendor's Build Sheet. Click the "Options" link to review the vendor's options and their accompanying prices. Items can be upgraded or downgraded within the options.

| Zone | Rank | Vendor | Price | Percent: | Build File | Options File |
|---|---|---|---|---|---|---|
| Western | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | BOZARD FORD | $37,267.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,303.00 | 0.00% | Build | Options |
| Northern | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,145.00 | 0.00% | Build | Options |
| | Alternate | BOZARD FORD | $37,162.00 | 0.00% | Build | Options |
| Central | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,250.00 | 0.00% | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $37,259.00 | 0.00% | Build | Options |
| Southern | Primary | Duval Ford LLC | $36,767.00 | 0.00% | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $37,259.00 | 0.00% | Build | Options |
| | Alternate | Garber Ford Inc | $37,303.00 | 0.00% | Build | Options |

Awarded Vendors

Build Sheets

Option Sheets

6) Each contract page contains a contract specific Vendor Directory (see below). The directory provides the company name, if they opted-in for federal compliance, Sales/Fleet contact name, email address, and phone number. If a vendor has changed names, or been bought by another company both names will be shown in the directory.

## FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES

**Contract Term: October 1, 2020 – September 30, 2022**

Vendor Directory

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for pursuit, administrative and other vehicles. Our awarded vendors provide the top manufacturer names in the industry.

For details of the products and services available, use the links located below that match the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for items and includes the supporting bid documents you made need. Follow the purchasing instructions and remember to send a copy of your purchase order the FSA Cooperative Purchasing Program at COOP@FlSheriffs.org.

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the

ORDERING INSTRUCTIONS

VENDOR DIRECTORY

ZONE MAP

**Need Assistance?**

Email us at cpp@flsheriffs.org or call 850-877-2165



# CPP Ordering Instructions

7) The "Purchaser Resources" page contains a Master Directory of CPP Vendors, in addition to the contract specific directories available on each award page.

8) FSA can make multiple awards by zone (if applicable). The purchaser has the choice of awarded vendors. The primary vendor offers the lowest price on the base item. If adding options, you may choose to get quotes from multiple awarded vendors. If a purchaser determines that a vendor in another zone can better serve their needs, they may order from that vendor; however, vendors may charge an out-of-zone delivery fee upon mutual agreement between the vendor and the purchaser.

9) Once a vendor has been identified for the item you wish to purchase, contact the vendor to request a quote.

10) Discuss delivery dates with the vendor. If no quote is provided, be sure to discuss delivery dates prior to issuing the purchase order to the vendor.

**Note: Vendors do not have any control over production delays in schedules from the manufacturer. **

Following the issuance of a purchase order, please send the PO to the selected vendors and the Florida Sheriffs Association at COOP@FlSheriffs.org.

11) Issue and submit a purchase order (PO) to the vendor.

12) The purchase order should include:
- The awarded vendor's name and address;
- The FSA contract number and title;
- The FSA item number and item description;
- The purchaser's federal identification number;
- The purchasing point of contacts name, phone number and email address; and
- Include the following FSA FIN/FAN/Certification codes on your purchase order for the corresponding manufacturer.

| Manufacturer | Code Type | FSA Code | Contact |
|---|---|---|---|
| Ford | FIN | QE065 | 1-800-343-5338 |
| Stellantis | FAN | 917872 | 1-800-999-3533 |
| General Motors | FAN | 49313 | 1-800-353-3867 |
| Nissan | Certification | FSA | FleetDistribution@Nissan-usa.com |
| Toyota | FIN | GE159 | 1-800-732-2798 |

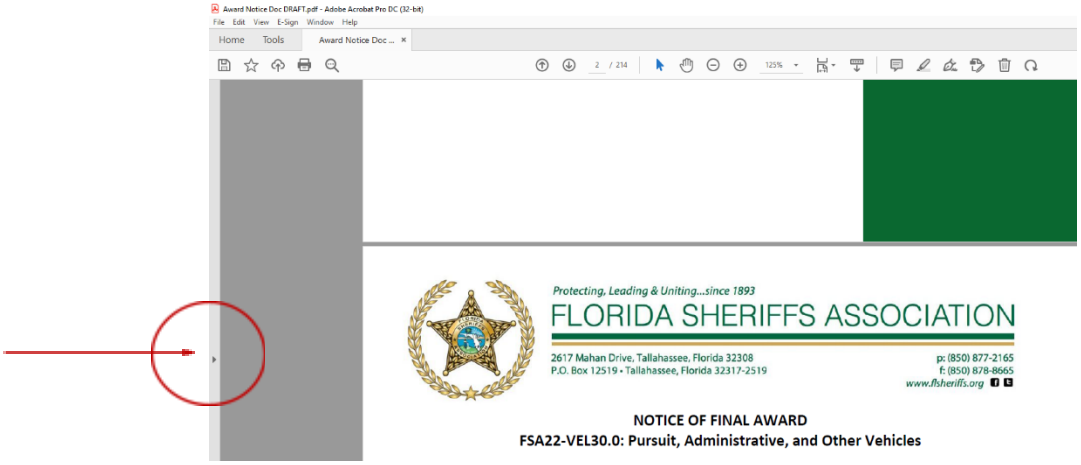
13) As a courtesy, CPP asks that purchasers submit copies of purchase orders to COOP@flsheriffs.org.

**We hope you enjoy your purchasing experience with the FSA Cooperative Purchasing Program, if you need any assistance, please contact our staff at CPP@FlSheriffs.org .**

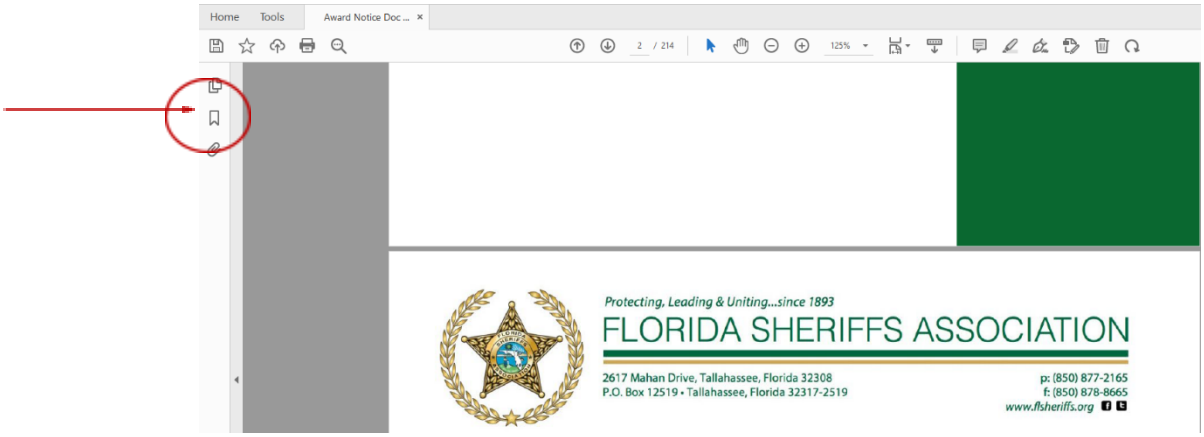
# How To Navigate the Full Award Document

1. Open the Full Award Notice document in Adobe Acrobat.

2. Click on the small arrow on the left side of your screen

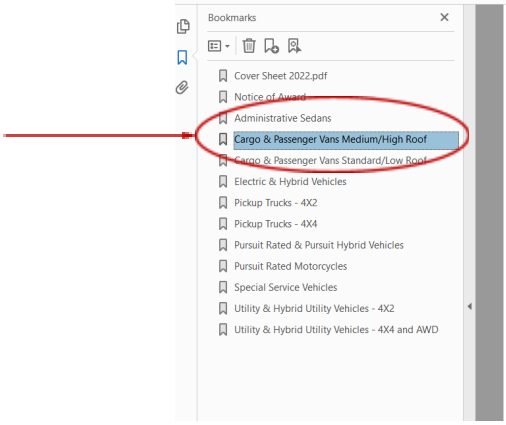



3. Click on the flag icon on the left-hand side of your screen.




4. A Table of Contents will appear to the left of your document. Select the item group that you are looking for. The document should automatically skip to the section clicked on.

# How To Navigate the Full Award Document




**FSA22-VEL30.0**
**Item Group Descriptions**

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

**Item Group:**

- Cargo & Passenger Vans Medium/High Roof

**FSA Item Group Description**

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.

**Bid Award**

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 155, Tradewinds, T125, T125

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tradewinds Power Corp. | $82,627.00 | Build | Options |
| Northern | Primary | Tradewinds Power Corp. | $82,627.00 | Build | Options |
| Central | Primary | Tradewinds Power Corp. | $82,627.00 | Build | Options |
| Southern | Primary | Tradewinds Power Corp. | $82,627.00 | Build | Options |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 155**
**125KW STATIONARY GENERATOR SET**

| Row | Spec. Number | Code | Description | Price - All Zones |
|---|---|---|---|---|
| 1 | 155 | T100-UL-FS | Credit - Downgrade to a 100kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 200 gal UL 142 subbase fuel tank. Non-proprietary unit. | ($21,130) |
| 2 | 155 | T150-UL-FS | Upgrade - Upgrade to a 150 kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 300 gal UL 142 subbase fuel tank. Non-proprietary unit. | $817 |
| 4 | 155 | T200-UL-FS | Upgrade - Upgrade to a 200 kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 300 gal UL 142 subbase fuel tank. Non-proprietary unit. | $2,585 |
| 6 | 155 | T250-UL-FS | Upgrade - Upgrade to a 250 kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $49,844 |
| 8 | 155 | T300-UL-FS | Upgrade - Upgrade to a 300 kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $56,326 |
| 10 | 155 | T100-400TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 100kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 400A service, with disconnect breakers mounted on NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 300 gal UL 142 subbase fuel tank. Non-proprietary unit. | $3,461 |
| 12 | 155 | T125-225TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 125kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 225A service, with disconnect breakers mounted on NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $24,038 |
| 14 | 155 | T125-400TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 125kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 400A service, with disconnect breakers mounted on NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $33,580 |
| 16 | 155 | T125-600TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 125kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS, for a 600A service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $47,811 |
| 18 | 155 | T150-400TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 150kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS, for a 400A service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $34,163 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 155**
**125KW STATIONARY GENERATOR SET**

| Row | Spec. Number | Code | Description | Price - All Zones |
|---|---|---|---|---|
| 20 | 155 | T150-600TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 150kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 600A service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $48,125 |
| 22 | 155 | T200-400TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 200kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 400a service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $39,279 |
| 24 | 155 | T200-600TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 200kW UL 2200 listed generator package with EPA compliant 1800 rpm engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for a 600A service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $76,681 |
| 26 | 155 | T200-800TTP-UL-FS | Upgrade - Upgrade to a TOTAL PAC 200kW UL 2200 listed generator package with EPA compliant 1800 rpm engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; integrated ATS for an 800A service, with disconnect breakers mounted in NEMA 4X boxes; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 500 gal UL 142 subbase fuel tank. Non-proprietary unit. | $66,789 |
| 28 | 155 | TGP100-UL-FS | Credit - Downgrade to a Propane 100kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit. | ($4,285) |
| 30 | 155 | TGP100-ULNG-FS | Credit - Downgrade to a Natural Gas 100kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit. | ($4,285) |
| 32 | 155 | TG125-UL-FS | Upgrade - Upgrade to a Natural Gas 125kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit. | $494 |
| 34 | 155 | TG150-UL-FS | Upgrade - Upgrade to a Natural Gas or Propane 150kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit. | $3,011 |
| 36 | 155 | TG200-ULNG-FS | Upgrade - Upgrade to a 200kW Natural Gas, UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; aluminum subbase. Non-proprietary unit. | $22,626 |
| 38 | 155 | TG250-ULNG-FS | Upgrade - Upgrade to a Natural Gas 250kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; aluminum subbase. Non-proprietary unit. | $51,021 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 155**
**125KW STATIONARY GENERATOR SET**

| Row | Spec. Number | Code | Description | Price - All Zones |
|---|---|---|---|---|
| 40 | 155 | TJ125-TTP engine | Net Cost Adder - Change bid model (125kW) 1800 rpm engine; to EPA compliant John Deere 1800 rpm diesel engine; with same specification and rating. | $14,348 |
| 42 | 155 | TENG-FS | Net Cost Adder - Change bid prime mover to alternate engine manufacturer with equal specifications, horsepower and emission certification. 7% of base price. | 7% |
| 44 | 155 | TREG-01-FS | Net Cost Adder - Supply and install Digital Voltage Regulator for 3 ph sensing with PMG. | $1,257 |
| 46 | 155 | TGSHEAT-FS | Net Cost Adder - Space heater, 240/120V, to prevent accumulation of moisture and condensation in the AC alternator insulation. | $742 |
| 48 | 155 | TVPI-1-FS | Net Cost Adder - Main stator winding vacuum pressure impregnation. From 56-350kW units. | $5,336 |
| 50 | 155 | TVPI-2-FS | Net Cost Adder - Main stator winding vacuum pressure impregnation. For 400-900kW units. | $6,714 |
| 52 | 155 | THDPAN-FS | Net cost Adder - Upgrade to Digital Control Panel for paralleling application, for others to program. | $8,610 |
| 54 | 155 | TCEM-FS | Net cost Adder - Contact Expansion Module for paralleling application, for others to program. | $4,000 |
| 56 | 155 | TAEM-FS | Net cost Adder - Analog Expansion Module for paralleling application, for others to program. | $2,706 |
| 58 | 155 | TVRM-FS | Net cost Adder - Voltage Regulation Module for paralleling application, for others to program. | $2,167 |
| 60 | 155 | TPARALLEL-FS | Net cost Adder - Paralleling system, and labor required for any two (2) machines together at the factory. Perform onsite start-up and adjustment. | $104,055 |
| 62 | 155 | TSCD-02-FS | Net Cost Adder - Control Panel for Supervisory Controls and Data Acquisition (SCADA) with dry contacts interface on NEMA box. | $1,491 |
| 64 | 155 | TSCD-01-FS | Net Cost Adder - Design, Engineer, and supply Supervisory Controls and Data Acquisition (SCADA) system to remotely monitor, control and provide analytical data of a pumping station. Price includes all material except computer and monitors. | $26,612 |
| 66 | 155 | TRMA-03-FS | Net Cost Adder - Supply NFPA 110 compliant generator remote annunciation panel Flush or Surface mount type. Shipped loose. | $995 |
| 68 | 155 | TBGPB-04-FS | Net Cost Adder - Supply Emergency break glass push button mounted in a NEMA 3R box. Shipped loose. | $800 |
| 70 | 155 | T100%BRK-FS | Net Cost Adder - 100% rated mainline circuit breaker; up to 250A. | $961 |
| 72 | 155 | T100%BRK01-FS | Net Cost Adder - 100% rated mainline circuit breaker 300 A through 800 A. | $1,565 |
| 74 | 155 | TAUXBRK-FS | Net Cost Adder - Auxiliary switch and alarm for circuit breakers. | $690 |
| 76 | 155 | T2BCHNFPA-FS | Net Cost Adder - Battery Charger MicroGenius 300 series; NFPA 110 regulatory compliance; 2 alarms; selectable 12/10A, 12/24 VDC output, 90-265 VAC, 50/60Hz; up to 93 percent efficiency. LCD display. | $1,445 |
| 78 | 155 | T5BCHNFPA-FS | Net Cost Adder - Battery Charger MicroGenius 300 series; NFPA 110 regulatory compliance; 5 alarms; selectable 12/10A, 12/24 VDC output, 90-265 VAC, 50/60Hz; up to 93 percent efficiency. LCD display. | $1,512 |
| 80 | 155 | T100LB-FS | Net Cost Adder-100KW 480V,93KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights. | $18,932 |
| 82 | 155 | T265LB-FS | Net Cost Adder-265KW 480V,257KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights. | $31,304 |
| 84 | 155 | DELETE-B-FS | Credit - Downgrade - Remove aluminum weather enclosure and subbase fuel tank, from 100kW packages, and add steel subbase. Muffler, flex connector and rain cap ship loose. | ($9,109) |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 155**
**125KW STATIONARY GENERATOR SET**

| Row | Spec. Number | Code | Description | Price - All Zones |
|---|---|---|---|---|
| 86 | 155 | DELETE-C-FS | Credit - Downgrade - Remove aluminum weather enclosure and subbase fuel tank, from 101 - 200kW packages, and add steel subbase. Muffler, flex connector and rain cap ship loose. | ($15,893) |
| 88 | 155 | DELETE-E-FS | Credit - Downgrade - Remove aluminum weather enclosure and subbase fuel tank, from 201 - 300kW packages, and add steel subbase. Muffler, flex connector and rain cap ship loose. | ($34,475) |
| 90 | 155 | EX-SS-FS | Net Cost Adder - Upgrade existing muffler system to install stainless steel exhaust which includes muffler, rain cap, piping and clamps, for 20 to 100kw units. | $3,980 |
| 92 | 155 | EX1-SS-FS | Net Cost Adder - Upgrade existing muffler system to install stainless steel exhaust which includes muffler, rain cap, piping and clamps, for 101 to 200kw units. | $14,908 |
| 94 | 155 | IT100-150-FS | Credit - Downgrade 100-150A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,453) |
| 96 | 155 | IT151-200-FS | Credit - Downgrade 151 - 200A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,466) |
| 98 | 155 | IT201-400-FS | Credit - Downgrade 201 - 400A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,476) |
| 100 | 155 | IT401-600-FS | Credit - Downgrade 401 - 600A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,504) |
| 102 | 155 | IT601-800-FS | Credit - Downgrade 601 - 800A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,523) |
| 104 | 155 | IT801-1200-FS | Credit - Downgrade 801 - 1200A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,486) |
| 106 | 155 | IT1201-4000-FS | Credit - Downgrade 1201 - 4000A, 2 or 3 pole Automatic Transfer Switch and generator set package installation, up to 15 ft away from main power source. Price includes concrete pad, permits, setting and start-up. Cost per amp. | ($82,466) |
| 108 | 155 | T-300Btank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal with anti-spill containment package. For 100kW unit. | $3,109 |
| 110 | 155 | T-500Btank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 500 gal with anti-spill containment package. For 100kW unit. | $9,962 |
| 112 | 155 | T-500Ctank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 500 gal with anti-spill containment package. For 125-200kW units. | $3,902 |
| 114 | 155 | T-630Ctank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal with anti-spill containment package. For 125-200kW units. | $7,859 |
| 116 | 155 | T-1000Ctank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 1000 gal with anti-spill containment package. For 125-200kW units. | $11,374 |
| 118 | 155 | T-1000Etank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 1000 gal with anti-spill containment package. For 300kW unit. | $11,374 |
| 120 | 155 | T-1500Etank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 1500 gal with anti-spill containment package. For 300kW unit. | $15,210 |

**FLORIDA SHERIFFS**
**ASSOCIATION BID:**
**FSA23-EQU21.0 SPEC. NO. 155**
**125KW STATIONARY GENERATOR SET**

| Row | Spec. Number | Code | Description | Price - All Zones |
|---|---|---|---|---|
| 122 | 155 | T-2000Etank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 2000 gal with anti-spill containment package. For 300kW unit. | $6,880 |
| 124 | 155 | T-2550Etank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 2550 gal with anti-spill containment package. For 300kW unit. | $13,145 |
| 126 | 155 | T-3100Etank-FS | Net Cost Adder - Upgrade included subbase fuel tank to a 3100 gal with anti-spill containment package. For 300kW unit. | $14,600 |
| 128 | 155 | T-2531CW-FS | Net Cost Adder - Engineer, provide, and ship loose walk around catwalk with stairs, OSHA approved handrails. Partially assembled and requires final onsite assembly. For 2500-3100 gal. tank. | $22,771 |
| 130 | 155 | T-DTNK50-FS | Net Cost Adder - 50 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R. | $11,072 |
| 132 | 155 | T-DTNK100-FS | Net Cost Adder - 100 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R. | $14,208 |
| 134 | 155 | TC-1000-UL-FS | Net Cost Adder - 1000 gal UL 2085, above ground concrete subbase fuel tank with all necessary fittings, ground level fill point, and alarms. Delivery and off loading by others. | $55,078 |
| 136 | 155 | TC-2000-UL-FS | Net Cost Adder - 2000 gal UL 2085, above ground concrete subbase fuel tank with all necessary fittings, ground level fill point, and alarms. Delivery and off loading by others. | $85,856 |
| 138 | 155 | TC-3000-UL-FS | Net Cost Adder - 3000 gal UL 2085, above ground concrete subbase fuel tank with all necessary fittings, ground level fill point, and alarms. Delivery and off loading by others. | $100,816 |
| 140 | 155 | TC-8000-UL-FS | Net Cost Adder - 8000 gal UL 2085, above ground concrete subbase fuel tank with all necessary fittings, ground level fill point, and alarms. Delivery and off loading by others. | $184,083 |
| 142 | 155 | TPOL-FS | Net Cost Adder - Supply and install diesel fuel polishing system 80 gpm. | $10,155 |
| 144 | 155 | TPOL1-FS | Net Cost Adder - Supply portable diesel fuel polishing system 80 gpm. | $12,876 |
| 146 | 155 | TMAIN-1-FS | Net Cost Adder - One (1) maintenance trip for 9 - 200kW packages to change oil, oil filter, and fuel filters. Inspect/check operation. | $1,815 |
| 148 | 155 | TMAIN-2-FS | Net Cost Adder - One (1) maintenance trip for 201 - 300kW packages to change oil, oil filter, and fuel filters. Inspect/check operation. | $2,230 |
| 150 | 155 | TMAIN-3-FS | Net Cost Adder - One (1) maintenance trip for 301kw - 600 kW packages to change oil, oil filter, and fuel filters. Inspect/check operation. | $3,884 |
| 152 | 155 | TMAIN-4-FS | Net Cost Adder - One (1) maintenance trip for 900 kW packages to change oil, oil filter, and fuel filters. Inspect/check operation. | $6,412 |
| 154 | 155 | 5yr - FS | Net Cost Adder - Add 5 year, 5000 hour standby power extended warranty to include 1800 rpm engine; alternator, breaker, control panel, Enclosure. subbase fuel tank excluded. Price is 5% of total purchase price. | 5% |
| 156 | 155 | CCP - FS | Net Cost Adder - Payment made by Credit Card, 4% fee of total purchase. | 4% |

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Generator Systems

**TO:** CITY OF ORMOND BEACH
500 North Orchard St, Ormond Beach, Fl. 32174
Attn.: Chief Nate Quatier
Ph 386-676-3255
quatier@ormondbeach.org

# Quotation

# TP54756RBR1
Tuesday, July 8, 2025

FIRE STATION # 92 & 93

**We are pleased to offer this Quotation as detailed below**

| Amount | Description | Each | Extended |
|---|---|---|---|
| 1 | **Model TT600 Automatic Transfer Switch was Awarded to Tradewinds under No. FSA23-EQU21.0 Spec. No. #496. October 1, 2023** | **10,545** | |
| 2 | **TT400-FS** Credit - Downgrade to 400A, 277/480V, 3 Ph, 60Hz, NEMA 3R enclosure. | -635 | |
| | | 9,910 | 19,820 |
| 1 | **Model TT600 Automatic Transfer Switch was Awarded to Tradewinds under No. FSA23-EQU21.0 Spec. No. #496. October 1, 2023** | **10,545** | |
| 2 | TTSS-400-600-FS Credit - Downgrade 400 - 600A to NEMA 4x, 316 Stainless Steel by deducting from Bid price. | -339 | |
| | | 10,206 | 20,412 |
| | • **Enclosed Contact Power Switching Units:**<br>100% Continuous Current Rating for use with all load types<br>Suitable for Copper and Aluminum power cable connections<br>High short circuit withstand ratings when used with upstream molded case circuit breaker<br>• **Reliable Motor-Operated Transfer Mechanism:**<br>Fast Operation allows In-Phase Power Transfer<br>Enclosed Power Contacts for safe operation and maintenance.<br>• **Quality Assurance**<br>ISO 9001 Registered Manufacturing Facilities<br>Complies with: NEMA & UL 50, UL 508, IEEE C62.41, C37.90.1, FCC CFR 47 Part 15 Class B, Iec En 61000 Electromagnetic Capability<br>• **Safety Standards**<br>UL 1008 Listed Automatic Transfer Switch for use in standby systems.<br>• **Control Features**<br>TSC-7320 microprocessor base controller with features specifically designed for Residential and Light commercial ATS applications. User programmable timers, Simple LED interface.<br>Outputs for Automatic Load Shed & Remote Alarming<br>kW Load Shed Control (Optional) Reduces costs by sizing your standby power system for prioritized loads.<br>Wireless Remote Alarm messaging module (Optional)<br>Universal Generator Interface kit option allows TS 910 to be applied to multiple types of generator sets utilizing 240v remote starting control systems.<br>Transfer Switches for use in Emergency Systems<br>CSA C22.2 No. 178 | | |
| 2 | **Net Cost Adder** - Percentage to change from original proposal transfer switch to another manufacture to meet customer requirements 15% | 6,035 | 12,070 |
| | • ASCO Automatic Transfer Switch 400A, 2P, 120/240, 1PH, 600V, NEMA 4X enclosure type. Open Transition transfer loads; Open in-phase mechanism. 300G controller with programmable set points and plant exerciser. | | |
| | Repeat Customer discount | | -12,070 |
| | One Complete Operation and Maintenance Manual Shipped with Unit.<br>2 years or 1500 hours standard warranty | | |
| | **Sub Total, FOB our warehouse, Miami, Florida** | | 40,232 |
| | **Onsite Start-up and building load test** | Inc. | Inc. |
| | **Delivery to Fl. Curbside. Off-Loading by others** | Inc. | Inc. |
| | **Total** | | 40,232 |
| | State & Local Tax as Applicable<br>Estimated Shipping date from receipt of order: 48-52 WEEKS | | |

Prepared by: *Rob Buckner*

* Quote valid for 15 days from the date of issuance. 50% Deposit required, 25% Cancellation Fee. 3.95% Credit Card processing fee.
* Pricing is subject to change based on current tariffs and trade regulations in effect at the time the purchase order (PO) issuance.
* Acceptance of Partial Shipments is required; $100 daily storage fee will apply after 10 days of completion notification
* Make checks payable to Tradewinds Power Corp.
* Wire Transfers to Tradewinds Power Corp, Division of Southeast Power Group, South State Bank N.A. ABA 063114030 Account 8010002336606

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**TO:** CITY OF ORMOND BEACH
500 North Orchard St, Ormond Beach, Fl. 32174
Attn.: Chief Nate Quatier
Ph 386-676-3255
quatier@ormondbeach.org

# Quotation

# TP54756RBR1
Tuesday, July 8, 2025

FIRE STATION # 92 & 93

| Amount | Description | Each | Extended |
|---|---|---|---|
| 2 | **Model Base Awarded TP125 Tradewinds Stationary Generator Set under FSA contract No. FSA23-EQU21.0, Spec #155.** | 82,627 | 165,254 |
| 2 | **T100-UL-FS** - Credit - Downgrade to a 100kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 Ph; correctly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dbA @ 21 ft; 200 gal UL 142 subbase fuel 100kW/100kVA Standby, 90kW/90kVA Prime<br>120/240 Volts, 60 Hz, Single Phase, 1.0 P.F. Amp Load Capacity: 417 Load Bank tested. | -21,130 | -42,260 |
| | • Perkins Diesel engine, Model 1104D-E44TAG2 T3 @ 1800 RPM; turbocharged; watercooled; 12 VDC. | | |
| | • AC alternator, 4 Pole, brushless exciter, Single Bearing, insulation Class 'H' UL1446. | | |
| 2 | **TREG-01-FS** Net Cost Adder - Upgrade to supply and install BE2000 digital voltage regulator for 3 ph. sensing with PMG. | 1,257 | 2,514 |
| | • Permanent Magnet (PMG) Excitation providing 300% short circuit support for ten seconds to support non-linear loads and start motors with minimal voltage dip. DR2400 voltage regulator. 0.25 % voltage regulation, (EMI) and RFI filtering. CAN Bus communication | | |
| | • Tradewinds Digital Control panel 2020 series, microprocessor-based controller, manual or remote start capability. Emergency stop push button. NEMA box customer interface panel for remote annunciator panel and shunt trip. Readings for low coolant and oil, fuel level indication and leak detection; Volts, Amps, Hz, Watts, VA, PF. Oil pressure, coolant temperature, RPM, DC volts, hourmeter. Generator set emergency protection shutdowns. Programmable for pre-alarms and alarms. Automatic transfer switch control (mains failure). USB port; ECU communication via SAE J1939. BESTCOMSPlus, MODBUS communication via RS485 port, UL6200. | | |
| | **Optional Equipment included in above pricing:** | | |
| | • 500A 3P 600V 250Vdc UL 489 circuit breaker, 80 percent rated. Installed shunt trip for remote controlled tripping. Cu/AL lugs rated up to 600V AWG wire range 14-1/0. The wire is EPDM insulated, 600V 150 degrees Celsius. A neutral to bonding conductor mounted on a standoff insulator. | | |
| | • Weather protective marine grade aluminum enclosure sound insulated; white powder extra coat; 175 mph wind load certified in compliance to ASCE 7-08 Florida Building Code. Control panel door access with locks. Designed with removable doors to ease the generator maintenance; All doors are hinged and keyed alike. Weather protective seals around all doors. Rear removable plate for the maintenance of the AC alternator.External drain ports for coolant and oil with brass ball shut-off valves and SS bulkhead plugs. All stainless-steel hardware. Estimated noise reduction : 72 dBA @ 21 ft. | | |
| | • Exhaust compartment enhanced with noise reduction and heat dissipation insulation. Installed SS Exhaust Flex with ceramic wrap, 25dBA exhaust muffler and cast aluminum rain cap. | | |
| 2 | **T-300Btank-FS** Net Cost Adder - Upgrade included subbase fuel tank to a 350 gal with anti-spill containment package. For 100kW unit. | 3,109 | 6,218 |
| | • 12Vdc 31PMH series starting batteries installed on metal support, secured with j bolts and hold downs. | | |
| 2 | T2BCHNFPA-FS Net Cost Adder - Battery Charger MicroGenius 300 series; NFPA 110 regulatory compliance; 2 alarms; selectable 12/10A, 12/24 VDC output, 90-265 VAC, 50/60Hz; up to 93 percent efficiency. LCD display. | 1,445 | 2,890 |
| | • Coolant block heater, 1500W 120V 1Ph. 100F degrees ON - 120F degrees OFF. IP41 protection rating to IEC 529. Shut-off valves for easy maintenance. | | |
| | • Low coolant level signal alarm switch, antifreeze, and radiator overflow bottle. Freezing protection to –34 degrees Fahrenheit (-37 degrees Celsius) and boiling protection to 256 degrees Fahrenheit (129 degrees Celsius). | | |
| | • Two (2) 120V receptacles, one GFI and one NGFI with clear cover, for battery charger and coolant block | | |
| 2 | **TRMA-03-FS** Net Cost Adder - Supply NFPA 110 compliant generator remote annunciation panel Flush or Surface mount type. Shipped loose. | 995 | 1,990 |
| 2 | **TBGPB-04-FS** Net Cost Adder - Supply Emergency break glass push button mounted in a NEMA 3R box. Shipped loose. | 800 | 1,600 |
| | • Factory tested at max. Amp rated load, transient load, block load, load rejection; voltage, frequency fluctuation; under/over frequency; safety shutdowns for high coolant temperature and low oil pressure. | | |
| | • Two (2) years or 1500 hours standard warranty. | | |
| | • Operators Manuals | | |
| | • Onsite Start-up and adjustments, fuel not included. | | |
| | State & Local Tax as Applicable | | |
| | Estimated Shipping date from receipt of order: 22-24 Weeks | | |
| | DAP, Florida | 69,103 | 138,206 |

Prepared by *Rob Buckner* Cel. 386-898-2718

* Quote valid for 15 days from the date of issuance. 50% Deposit required, 25% Cancellation Fee. 3.95% Credit Card processing fee.
* Pricing is subject to change based on current tariffs and trade regulations in effect at the time the purchase order (PO) issuance.
* Acceptance of Partial Shipments is required; $100 daily storage fee will apply after 10 days of completion notification
* Make checks payable to Tradewinds Power Corp.
* Wire Transfers to Tradewinds Power Corp, Division of Southeast Power Group, South State Bank N.A. ABA 063114030 Account 8010002336606

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.F. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Amberwoods Subdivision (Flagler County), Dedication of Easement | | |
| **Recommended Action** | It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement, as shown in the attached resolution for the provision of utility services for the Amberwoods subdivision located in the Hunter's Ridge Flagler County Development of Regional Impact. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |

Summary

The purpose of this item is to accept access, maintenance, and utility easement for water and sewer lines within the Amberwoods subdivision in Flagler County.

The Amberwoods subdivision includes 40 lots on 14.96 acres. This easement would be dedicated on the final plat in a residential subdivision within the City. However, because the project is located outside the City, it is necessary to obtain an access, maintenance, and utility easement for water and sewer lines separate from the final plat, which Flagler County approves.

The Site Plan Review Committee is inspecting the water and sewer improvements within the Amberwoods subdivision. The project shall provide a one-year maintenance guarantee as required by the Land Development Code once the Site Plan Review Committee accepts the utility improvements.

Financial Impact

The acceptance of an access, maintenance, and utility easement has no direct budget impact. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.

Citizen Impact

There is no direct citizen impact, and the easement acceptance implements the 2009 interlocal agreement identifying the City of Ormond Beach as the utility provider in the Flagler County portion of the Hunter's Ridge Development of Regional Impact.

Attachments

1. 25-130 Amberwoods Easement (P25-0099G)
2. Amberwoods Easement
3. Exhibit A, (07.22.25)Amberwods Plat
4. Exhibit B, 23-003 AMBERWOODS RECERT RW S&D
5. Selected Approved - Amberwoods Civil Plan(8.5X11)

**RESOLUTION NO. 2025-130**

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM HARDING ZWJ, CORP, LOCATED IN THE "AMBERWOODS" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** on or about July 21, 2009, the City of Ormond Beach ("City") and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of Hunter's Ridge Development of Regional Impact (DRI) 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

**WHEREAS**, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and waste water services to customers in the Hunter's Ridge-Flagler County DRI Service Area; and

**WHEREAS,** section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter's Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and wastewater services to the DRI developer and customers in the Hunter's Ridge-Flagler County DRI Service Area; and

**WHEREAS,** on August 16, 2016 the city commission approved Ordinance 2016-25 establishing the Hunter's Ridge-Flagler County DRI Water and Sewer Service Area,

establishing rates for the provision of water and sewer services, establishing impact fees for connection to the City's utility system, and establishing requirements for connection to the City's utility system; and

**WHEREAS**, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter's Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the "Agreement") regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter's Ridge Development of Regional Impact (DRI) Service Area in Flagler County; and

**WHEREAS**, Harding ZWJ, Corp, a Florida Profit Corporation ("Property Owner"), has purchased the Amberwoods Subdivision from U.S. Capital Alliance, LLC, a Florida Limited liability company ("Developer"), within the Hunter's Ridge DRI in Flagler County, that included an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections; and

**WHEREAS**, the Amberwoods Subdivision ("the Project") consists of 14.96± acres of real property located north of Airport Road, Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0140; and

**WHEREAS**, the Property Owner and/or Developer shall be responsible for the cost of all interconnecting pipelines and associated infrastructure to enable the City to provide the services to the Amberwoods Subdivision; and

**WHEREAS**, the Property Owner and/or Developer shall convey to the City all rights, title and interest in and to the water and wastewater infrastructure system together with all

easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities; and

**WHEREAS**, the City agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

**SECTION ONE.** The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

**SECTION TWO.** The City Commission hereby approves and accepts an Access, Maintenance and Utility Easement ("Easement") from Harding ZWJ, Corp, a Florida Profit Corporation, the property owner, to permit the City of Ormond Beach access to maintain the water and wastewater lines located on property within the Amberwoods Subdivision (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0140), a portion of the Hunter's Ridge DRI, being legally described and depicted in the attached Easement, a copy of which is attached hereto and incorporated herein by reference.

**SECTION THREE.** The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed original Easement, at the expense of Harding ZWJ, Corp.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

**THIS INSTRUMENT PREPARED BY:**
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 0747157
Post Office Box 277
Ormond Beach, FL 32175
Location: Amberwoods Subdivision
(Flagler County Property Appraiser Parcel Number 22-14-31-0000-01010-0140)

# ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made and entered into as of the _____ day of _____, 2025 by and between **HARDING ZWJ, CORP**, a Florida Profit Corporation, whose post office address is 9349 Collins Avenue, Unit #202, Surfside, Florida 33154 hereinafter referred to as **"Grantor"** and the **CITY OF ORMOND BEACH**, a Florida municipal corporation, and its successors and assigns, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter referred to as **"Grantee"**.

## WITNESSETH:

**WHEREAS,** Grantor is the owner of that certain real property to be known as the "Amberwoods" Subdivision, a portion of the Hunter's Ridge Development of Regional Impact ("DRI"), located in Flagler County, Florida and Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

**WHEREAS,** Grantor is developing the Property subject to the authority of the County of Flagler; and

**WHEREAS,** Grantor is permitted to initiate certain improvements on the Property prior to the recording of a plat; and

**WHEREAS,** the Property is within Grantee's utility service area and the Grantee is therefor the provider of potable water and sewer services to the Property; and

**WHEREAS,** the Grantee has requested, and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance, and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and incorporated herein (the "Easement Area");

**NOW, THEREFORE,** in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

**Section 2.** Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance, and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

**Section 3.** Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

**Section 4.** Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

**Section 5.** This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

**Section 6.** This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

**Section 7.** This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

**Section 8**. As this Easement deals with property in Flagler County and a jurisdiction located within Volusia County, Grantee shall record this easement, upon execution, at the expense of the Grantor, in the Public Records of Flagler County, Florida. Grantee shall then record the recorded copy, with the recording information provided by the Clerk of the Flagler County Courts, into the public record of Volusia County, Florida.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____

Signed, sealed and delivered in the presence of:

**"GRANTOR"**
**HARDING ZWJ, CORP.**
a Florida Profit Corporation

Witness #1:

Signature: _____
Print Name: _____

_____
**JUDA EPSTEIN**
Secretary

Witness #2

Signature: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2025 by **JUDA EPSTEIN**, as Secretary of **HARDING ZWJ, CORP.**, a Florida Profit Corporation, who is personally known to me or has produced _____ as identification.

[Seal]

_____
Notary Public

Print Name: _____

My Commission No:_____

My Commission expires: _____

PLAT BOOK _____ PAGE _____
SHEET 1 OF 4

# PLAT OF
# *AMBERWOODS*

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174

CERTIFICATE OF APPROVAL BY COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA:

THIS IS TO CERTIFY, THAT ON THE _____ DAY OF _____, 20___, THE FOREGOING PLAT WAS APPROVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS OF
FLAGLER COUNTY, FLORIDA

BY: _____
CHAIRMAN

ATTEST: _____
CLERK AND EX-OFFICIO CLERK OF THE BOARD

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS FILED FOR RECORDS ON THE _____ DAY OF _____, 20___

BY: _____
CLERK AND EX-OFFICIO CLECK OF THE BOARD OF COUNTY
COMMISSIONARIES OF FLAGLER COUNTY, FLORIDA

CERTIFICATE OF APPROVAL :

THIS IS TO CERTIFY THAT ON _____ DAY OF _____, 20___, THE FOREGOING PLAT WAS APPROVED.

BY: _____
COUNTY ATTORNEY/DEPUTY

GROWTH MANAGEMENT DIRECTOR:

THIS IS TO CERTIFY THAT ON _____ DAY OF _____, 20___, THE FOREGOING PLAT WAS APPROVED.

BY: _____
GROWTH MANAGEMENT DIRECTOR

CERTIFICATE OF REVIEW:

I HEREBY CERTIFY THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH FLAGLER COUNTY, I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OF OWNERS RECORD AND REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND FLAGLER COUNTY PLATTING REGULATIONS.

DATE: _____ BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE NO. _____

CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND PERMANENT CONTROL POINTS ("P.C.P.'S") WILL BE PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF FLAGLER COUNTY, FLORIDA.

BY: _____ DATED: _____
FRED M. FRANKLIN
PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO.LS 7129

TITLE CERTIFICATION

STATE OF _____
COUNTY OF _____

I _____, P.A, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE OF THE PROPERTY IS VESTED TO U.S. CAPITAL ALLIANCE, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ _____

IN WITNESS WHEREOF, US CAPITAL ALLIANCE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, _____, THIS _____ DAY OF _____, 20___

US CAPITAL ALLIANCE, LLC
A FLORIDA LIMITED LIABILITY COMPANY
LICENSED TO DO BUSINESS IN FLORIDA

BY: _____ _____ _____
(WITNESS) (WITNESS)

ATTEST: _____ DATE: _____ _____ _____
(TITLE) (PRINT NAME) (PRINT NAME)

ACKNOWLEDGMENTS

STATE OF _____

COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAVE PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF US ALLIANCE CAPITAL ALLIANCE, LLC. A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT _____ EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID LIMITED LIABILITY COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT INSTRUMENT IS THE FREE ACT OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 20___

_____
NOTARY PUBLIC
(SEAL)

OWNER: US CAPITAL ALLIANCE, LLC
A FLORIDA LIMITED LIABILITY COMPANY
LICENSED TO DO BUSINESS IN FLORIDA
882 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174

**DEDICATION AND RESERVATION:**

KNOW ALL MEN BY THESE PRESENTS THAT US CAPITAL ALLIANCE, LLC A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON, BEING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SHOWN HEREON AS AMBERWOODS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND MORE SPECIFICALLY AS FOLLOWS:

**DESCRIPTION:**

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 70 HUNTINGTON VILLAS PHASE 1A, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 38, PAGES 51 THROUGH 54 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 05°56'21" WEST, ALONG THE NORTH LINE OF SAID HUNTINGTON VILLAS PHASE 1, A DISTANCE OF 219.55 FEET; THENCE NORTH 39°17'40" WEST, A DISTANCE OF 39.28 FEET; THENCE NORTH 26°36'04" WEST, A DISTANCE OF 29.07 FEET; THENCE NORTH 38°03'35" EAST, A DISTANCE OF 42.24 FEET; THENCE NORTH 12°39'36" EAST, A DISTANCE OF 61.68 FEET; THENCE NORTH 11°32'51" WEST, A DISTANCE OF 94.26 FEET; THENCE NORTH 27°39'12" WEST, A DISTANCE OF 93.78 FEET; THENCE NORTH 17°23'58" EAST, A DISTANCE OF 69.35 FEET; THENCE NORTH 3°23'17" WEST, A DISTANCE OF 100.13 FEET; THENCE NORTH 13°10'48" WEST, A DISTANCE OF 97.27 FEET; THENCE NORTH 19°56'58" WEST, A DISTANCE OF 110.72 FEET; THENCE NORTH 18°37'58" WEST, A DISTANCE OF 70.82 FEET; THENCE NORTH 19°48'08" WEST, A DISTANCE OF 186.05 FEET; TO THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET), AS SHOWN ON THE PLAT OF AIRPORT ROAD HUNTER'S RIDGE BOULEVARD EXTENSION AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 38 AND 39 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH THE FOLLOWING THREE (3) COURSES: 1) THENCE NORTH 76°50'02" EAST, A DISTANCE OF 246.40 FEET; 2) THENCE NORTH 76°50'58" EAST, A DISTANCE OF 430.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 75°37'02" EAST, 68.82 FEET; 3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°37'48", AN ARC LENGTH OF 68.83 FEET TO THE WEST LINE OF THE 236.00 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1339, PAGE 502 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 11°05'59" EAST, ALONG THE WEST LINE OF SAID EASEMENT, A DISTANCE OF 1068.29 FEET; THENCE DEPARTING THE WEST LINE OF SAID EASEMENT, SOUTH 85°48'28" WEST, A DISTANCE OF 1.20 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED HUNTINGTON VILLAS PHASE 1; THENCE ALONG THE NORTH LINE OF SAID HUNTINGTON VILLAS PHASE 1, THROUGH THE FOLLOWING 10 (10) COURSES: 1) SOUTH 52°39'48" WEST, A DISTANCE OF 16.63 FEET; 2) THENCE SOUTH 53°02'14" WEST, A DISTANCE OF 47.26 FEET; 3) THENCE SOUTH 58°39'32" WEST, A DISTANCE OF 34.27 FEET; 4) THENCE SOUTH 63°47'38" WEST, A DISTANCE OF 26.83 FEET; 5) THENCE SOUTH 73°20'01" WEST, A DISTANCE OF 34.36 FEET; 6) THENCE SOUTH 74°31'48" WEST, A DISTANCE OF 39.23 FEET; 7) THENCE NORTH 78°20'51" WEST, A DISTANCE OF 32.00 FEET; 8) THENCE NORTH 76°52'54" WEST, A DISTANCE OF 50.00 FEET; 9) THENCE NORTH 84°41'55" WEST, A DISTANCE OF 32.53 FEET; 10) THENCE NORTH 23°52'11" WEST, A DISTANCE OF 147.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 14,391 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND MORE SPECIFICALLY AS FOLLOWS:

COMMON / CONSERVATION AREA TRACT A, AS SHOWN HEREON, ARE HEREBY DEDICATED TO US CAPITAL ALLIANCE, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE INGRESS, EGRESS, STORMWATER MANAGEMENT, DRAINAGE, CONSERVATION AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGER COUNTY;

DRAINAGE TRACT C AND ACCESS / DRAINAGE TRACT D, AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF DRAINAGE TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY;

RIGHT OF WAY TRACT F, AS SHOWN HEREON, IS A PRIVATE ROADWAY TRACT AND IS DEDICATED TO THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS FOR A PRIVATE ROAD WITH PERPETUAL NON-EXCLUSIVE PUBLIC ACCESS SUBJECT TO THE SIMULTANEOUS DEDICATION OF THE ROADWAY TRACT OF SUCH ROADS AND THOROUGHFARES FOR PUBLIC AND PRIVATE UTILITY PURPOSES, WHICH DEDICATION IS HEREBY MADE. SIDEWALKS WITHIN SAID TRACT ARE TO BE MAINTAINED BY THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC.;

LIFT STATION TRACT E, AS SHOWN HEREON IS HEREBY DEDICATED TO THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS -SUCCESSORS AND ASSIGNS FOR UTILITY PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE SIMULTANEOUS DEDICATION OF A UTILITY EASEMENT IN PERPETUITY TO THE CITY OF ORMOND BEACH (CITY OF ORMOND BEACH RESOLUTION NO. _____), ITS SUCCESSORS AND ASSIGNS, FOR LIFT STATION AND RELATED PURPOSES.

20' X 20' SIGN TRACT B IS HEREBY RESERVED FOR THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS AND SHALL BE OWNED AND MAINTAINED BY THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, _____ DAY OF: _____, 20_____.

BY: US CAPITAL ALLIANCE, LLC A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ _____ _____
SIGNATURE TITLE PRINT NAME

_____ _____
WITNESS PRINT NAME

_____ _____
WITNESS PRINT NAME

**LEGEND:**

○ = SET 1/2" REBAR & CAP, LB. 8326
△ = SET NAIL & DISK, LB 8326
■ = FOUND 4"X4" CONCRETE MONUMENT MARKED "BESH PRM LB 7248" UNLESS OTHERWISE NOTED
● = FOUND 1/2" REBAR & CAP MARKED "LB 7248"
⊡ = FOUND NATION GEODETIC SURVEY CONTROL POINT "79 80 GPS 4"
▲ = FOUND NAIL & DISK (MARKED AS NOTED)
= SEASONAL HIGH WATER MARK (SET BY OTHERS)

B.F.E. = BASE FLOOD ELEVATION
B.S.L. = BUILDING SETBACK LINE
CM = CONCRETE MONUMENT
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND
ID = IDENTIFICATION
ISAOA = ITS SUCCESSORS AND/OR ASSIGNS
ATIMA = AS THEIR INTEREST MAY APPEAR
LB = LICENSED BUSINESS
NAVD = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PI = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.R. = POINT OF REFERENCE
PLS = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MARKER
PSM = PROFESSIONAL SURVEYOR AND MAPPER
P.U.E. = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
T.P. = TAX PARCEL

GENERAL NOTES:

1. THE PLATTED LANDS LIE WITHIN FLOOD ZONE "X" ACCORDING TO COMMUNITY PANEL NUMBER 12035C0345E. DATED JUNE 6, 2018 OF THE FLOOD INSURANCE RATE MAP FOR FLAGLER COUNTY, FLORIDA.

2. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).

3. LOT LINES SHOWN HEREIN ARE RADIAL UNLESS OTHERWISE NOTED.

4. UNLESS OTHERWISE NOTED MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF, ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333333 EQUATION FOR CONVERSION FROM U.S. FEET TO METERS.

5. ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL SOLELY BE RESPONSIBLE FOR THE DAMAGES.

6. THE FOLLOWING EXCEPTIONS WERE LISTED IN THE PROVIDED FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT COMMITMENT NUMBER 2037-6107546(R), DATED FEBRUARY 27, 2023:

ITEM # 9: OIL, GAS, MINERAL, OR OTHER RESERVATIONS AS SET FORTH IN DEED BY TOMOKA LAND COMPANY RECORDED IN DEED BOOK 35, PAGE 79, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; AFFECTED BY NOTICE OF CLAIM RECORDED IN OFFICIAL RECORDS BOOK 69, PAGE 229, AND CONVEYED BY CONSOLIDATED-TOMOKA LAND CO., TO INDIGO GROUP INC., A FLORIDA CORPORATION UNDER WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1174, PAGE 917, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND AS AFFECTED BY THE RELEASE OF SURFACE ENTRY RIGHTS WITH RESPECT TO OIL, GAS, AND MINERAL INTEREST RECORDED IN OFFICIAL RECORDS BOOK 1663, PAGE 404, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ITEM # 10: PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, RECORDED IN MAP BOOK 37, PAGE 38, TOGETHER WITH PLAT ADDENDUM AS RECORDED IN OFFICIAL RECORDS BOOK 1730, PAGE 1052, AND AS AFFECTED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1803, PAGE 648.

ITEM # 11: RESOLUTION NO. 2010-91 RECORDED IN OFFICIAL RECORDS BOOK 1803, PAGE 648, AMENDING AND REPLACING IN ITS ENTIRETY THE DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 889, ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 459, PAGE 1019, AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 465, PAGE 1466, AS AMENDED BY RESOLUTION NO. 2021-66 RECORDED IN OFFICIAL RECORDS BOOK 2631, PAGE 556, AND RESOLUTION NO. 2022-31 RECORDED JUNE 24, 2022 IN BOOK 2700, PAGE 923.

ITEM # 12: EASEMENT FOR DRAINAGE, STORMWATER AND UTILITY PURPOSES, IN FAVOR OF HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO.-1, SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2180, PAGE 1317.

ITEM # 13: NOTICE OF ESTABLISHMENT OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO.1, RECORDED IN OFFICIAL RECORDS BOOK 2191, PAGE 1731, AS AFFECTED BY ORDINANCE NO. 2022-09 RECORDED IN OFFICIAL RECORDS BOOK 2694, PAGE 1526.

ITEM # 14: RETAIL UTILITY SERVICE AGREEMENT FOR HUNTER'S RIDGE DRI SERVICE AREA AS SET FORTH IN INSTRUMENT RECORDED JANUARY 16, 2018 IN BOOK 2253, PAGE 502.

ITEM # 15: ALL RIGHT, TITLE AND INTEREST OF FLAGLER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN AN UNDIVIDED 3/4 INTEREST IN ALL PHOSPHATE, MINERALS AND METALS THAT ARE OR MAY BE IN, ON OR UNDER SAID LAND AND AN UNDIVIDED 1/2 INTEREST IN ALL PETROLEUM THAT IS OR MAY BE IN, ON OR UNDER SAID LAND, WITH THE PRIVILEGE TO MINE AND DEVELOP THE SAME, WHICH INTEREST MAY HAVE BEEN AUTOMATICALLY RESERVED UNDER SECTION 270.11, FLORIDA STATUTES, AND PURSUANT TO QUIT CLAIM DEED RECORDED NOVEMBER 19, 2021 IN BOOK 2629, PAGE 489.

ITEM # 16: TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

7. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, CONSERVATION EASEMENTS SHALL HAVE FIRST PRIORITY, DRAINAGE EASEMENTS SHALL HAVE SECOND PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED.

8. THIS PLAT, AS RECORDED IN GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBES HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

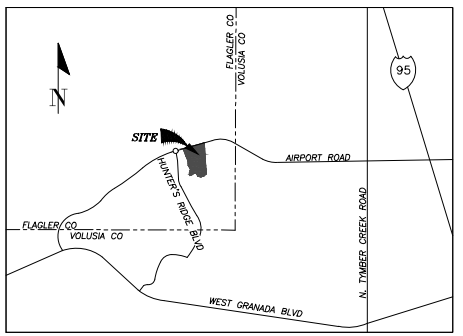
9. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

10. COORDINATES SHOWN HEREON REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM (STATE PLANE) OF THE EAST ZONE OF FLORIDA (0901), 1983 NORTH AMERICAN DATUM (NAD 83), AND DERIVED FROM NATIONAL GEODETIC SURVEY DESIGNATION "79 80 GPS 4" WITH PUBLISHED COORDINATES OF; NORTHING 1,769,282.64, EASTING 934,434.66 WITH A SCALE FACTOR OF 0.99994624 AND "VO14" WITH PUBLISHED COORDINATES OF; NORTHING 1,803,270.60, EASTING 997,056.52 WITH A SCALE FACTOR OF 0.99996011 (BOTH SHOWN HEREON). ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AS MEASURED FROM GROUND DISTANCES.

11. ALL OTHER EASEMENTS SUBORDINATE TO ANY CONSERVATION EASEMENTS GRANTED HEREON AND IN ACCORDANCE WITH FLORIDA STATUTE 704.06, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE COUNTY OF FLAGLER AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.

12. MONUMENTS SHALL BE SET AT ALL LOT CORNERS UPON COMPLETION OF ALL REQUIRED SUBDIVISION IMPROVEMENTS AT DEVELOPERS EXPENSE PER FLORIDA STATUTE 177.09 (6).

13. THIS PLAT IS SUBJECT TO ORDINANCE NO. ____, DESIGNATING THE AMBERWOODS PLANNED UNIT DEVELOPMENT (PUD) RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.




VICINITY MAP
NOT TO SCALE

- THIS PLAT PREPARED BY -

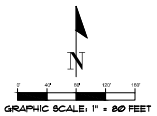
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

PLAT BOOK _____ PAGE _____
SHEET 2 OF 4

# PLAT OF
# *AMBERWOODS*

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174




LEGEND:
○ = SET 1/2" REBAR & CAP, LB. 8326
△ = SET NAIL & DISK, LB 8326
■ = FOUND 4"X4" CONCRETE MONUMENT MARKED "BESH PRM LB 7248" UNLESS OTHERWISE NOTED
● = FOUND 1/2" REBAR & CAP MARKED "LB 7248"
⊡ = FOUND NATION GEODETIC SURVEY CONTROL POINT "79 90 GPS 4"
▲ = FOUND NAIL & DISK (MARKED AS NOTED)
⊕ = SEASONAL HIGH WATER MARK (SET BY OTHERS)
B.F.E. = BASE FLOOD ELEVATION
B.S.L. = BUILDING SETBACK LINE
CM = CONCRETE MONUMENT
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND
ID = IDENTIFICATION
ISAOA = ITS SUCCESSORS AND/OR ASSIGNS
ATIMA = AS THEIR INTEREST MAY APPEAR
LB = LICENSED BUSINESS
NAVD = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PI = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.R. = POINT OF REFERENCE
PLS = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MARKER
PSM = PROFESSIONAL SURVEYOR AND MAPPER
P.U.E. = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
T.P. = TAX PARCEL

| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N 39°17'47" W | 35.38' |
| L2 | N 26°39'04" W | 29.07' |
| L3 | N 38°18'56" E | 60.04' |
| L4 | N 12°39'04" E | 81.68' |
| L5 | N 11°32'21" W | 84.28' |
| L6 | N 27°35'17" W | 60.76' |
| L7 | N 1°03'56" E | 65.28' |
| L8 | N 3°05'17" W | 100.13' |
| L9 | N 13°10'49" W | 57.27' |
| L10 | N 19°57'59" W | 110.72' |
| L11 | N 16°37'54" W | 76.62' |
| L12 | N 19°49'05" W | 155.01' |
| L13 | S 66°46'28" W | 5.00' |
| L14 | S 52°59'48" W | 16.43' |
| L15 | S 50°52'14" W | 47.28' |
| L16 | S 54°39'02" W | 34.21' |
| L17 | S 62°47'38" W | 26.65' |
| L18 | S 72°20'01" W | 34.36' |
| L19 | S 74°13'48" W | 39.23' |
| L20 | N 15°07'51" W | 50.67' |
| L21 | N 84°41'57" W | 59.82' |
| L22 | N 84°41'57" W | 32.23' |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE |
| C1 | 89.93' | 1165.37' | 3°39'53" | 34.97' | N 78°39'50" E | 89.91' |

## ADJACENT PROPERTY INFORMATION TABLE

(1) = PARCEL ID: 22-14-31-0253-00000-0W70
OWNER: HUNTER'S RIDGE CDD #1

(2) = PARCEL ID: 22-14-31-0253-00000-0740
OWNER: HUBER JACQELINE TRUSTEE

(3) = PARCEL ID: 22-14-31-0253-00000-0730
OWNER: BLAKE CAROL A

(4) = PARCEL ID: 22-14-31-0253-00000-0720
OWNER: BURRES ROYAL S & JERILYN L H&W

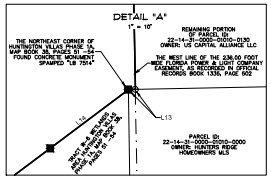
(5) = PARCEL ID: 22-14-31-0253-00000-0710
OWNER: GARRETT ROBERT JAMES

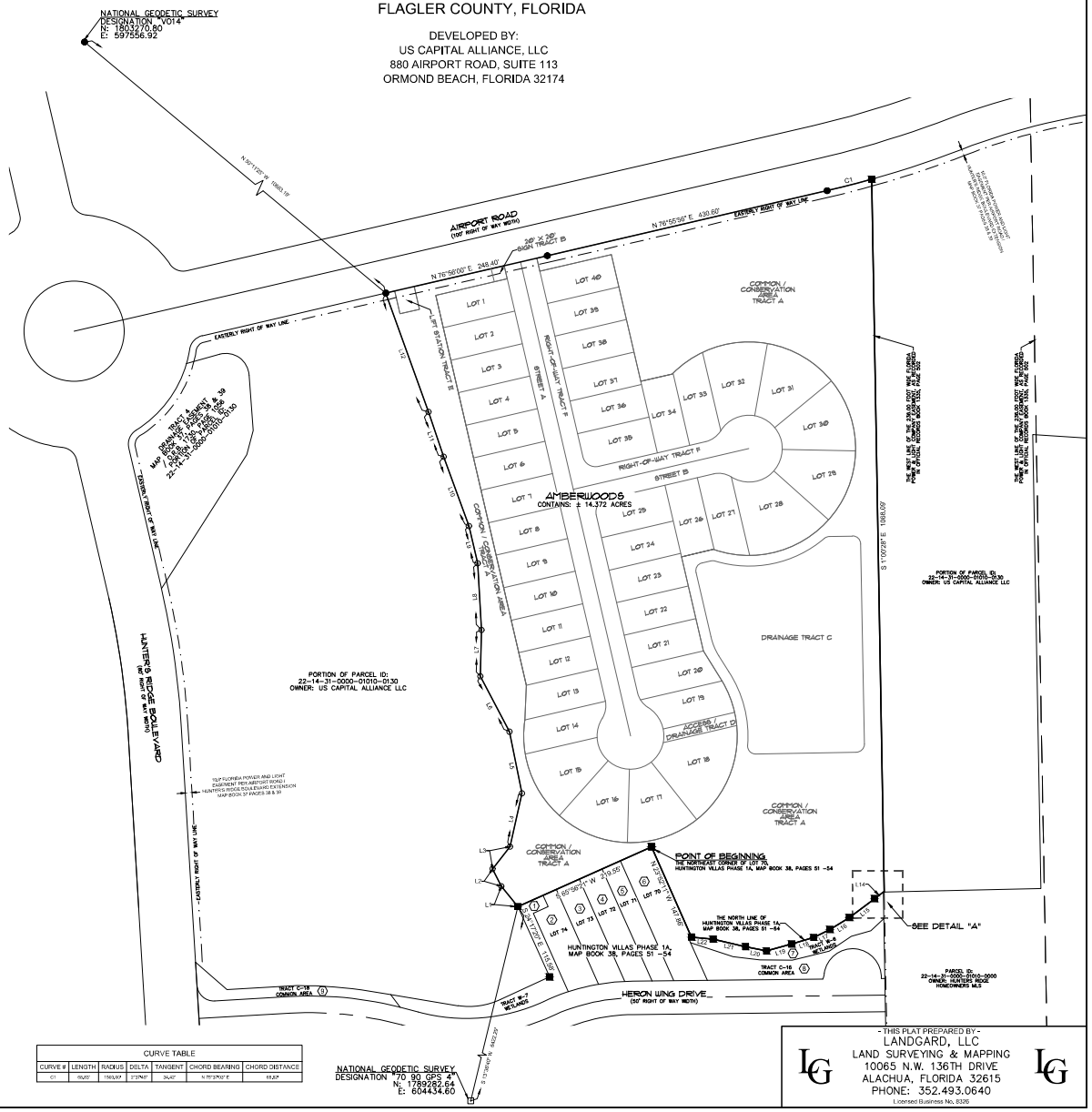
(6) = PARCEL ID: 22-14-31-0253-00000-0700
OWNER: BURKETT SUSAN IRENE & JUDITH

(7) = PARCEL ID: 22-14-31-0253-00000-0W60
OWNER: HUNTER'S RIDGE CDD #1

(8) = PARCEL ID: 22-14-31-0253-00000-0C16
OWNER: HUNTINGTON VILLAGE RESIDENTS

(9) = PARCEL ID: 22-14-31-0253-00000-0C18
OWNER: HUNTINGTON VILLAGE RESIDENTS

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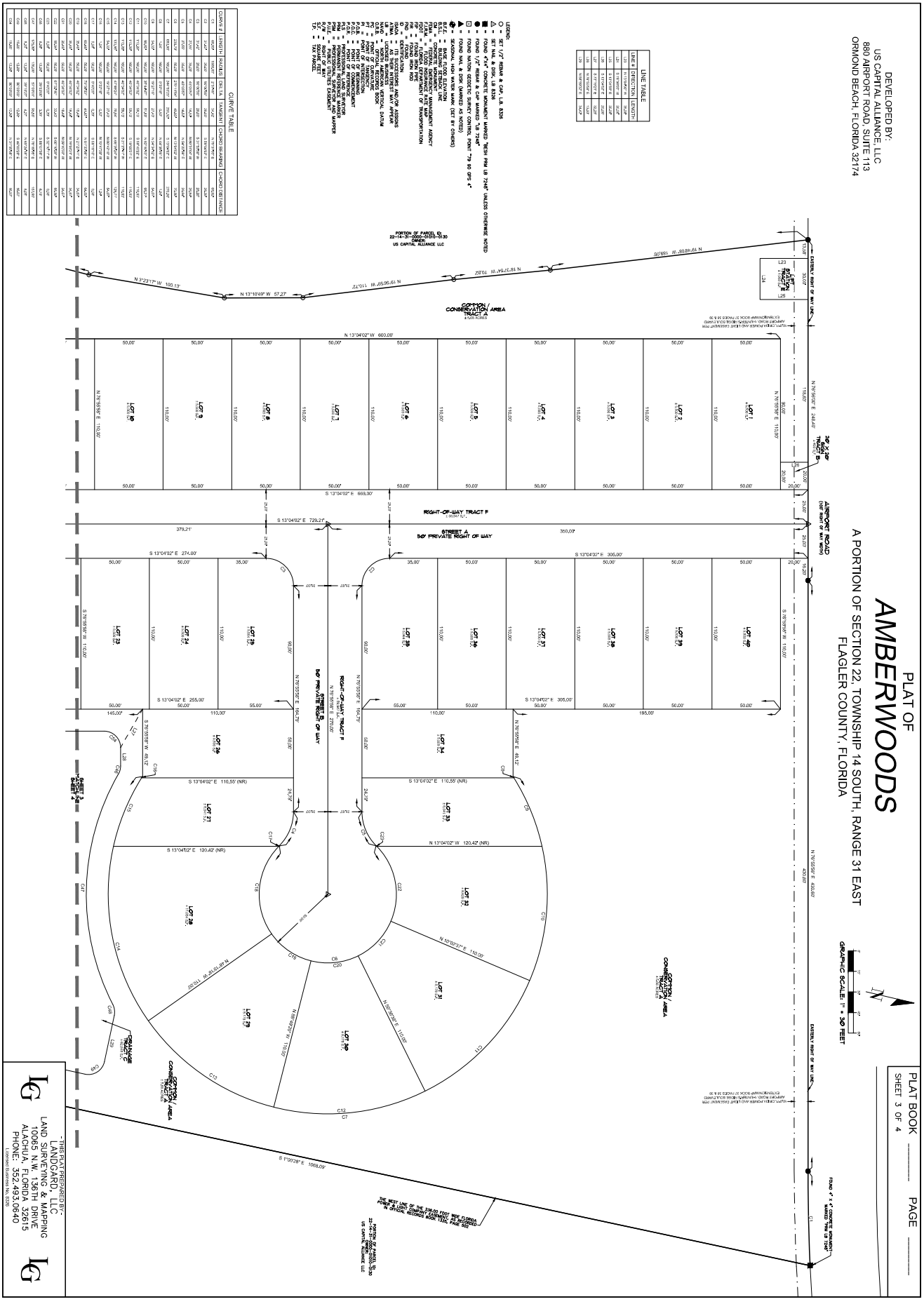

PLAT OF
AMBERWOODS
A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA
DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174
PLAT BOOK ____ PAGE ____
SHEET 3 OF 4
GRAPHIC SCALE: 1" = 30 FEET
AIRPORT ROAD
(100' RIGHT OF WAY WIDTH)
STREET A
50' PRIVATE RIGHT OF WAY
STREET B
50' PRIVATE RIGHT OF WAY
RIGHT-OF-WAY TRACT F
COTTON CONSERVATION AREA
TRACT A
8.526 ACRES
30' X 30' TRACT B
DRAINAGE TRACT C
LOT 1 thru LOT 40
S 13°04'02" E 669.00'
S 13°04'02" E 729.21'
N 13°04'02" W 660.00'
S 13°04'02" E 274.00'
S 13°04'02" E 305.00'
S 13°04'02" E 255.00'
S 13°04'02" E 110.55' (NR)
N 13°04'02" W 120.42' (NR)
S 13°04'02" E 120.42' (NR)
N 76°55'58" E 246.40'
N 76°55'58" E 430.60'
S 76°55'58" W 110.00'
N 76°55'58" E 110.00'
N 76°55'58" E 195.72'
S 76°55'58" W 49.12'
N 19°37'54" W 1082'
N 19°37'54" W 1082'
N 19°49'05" W 1682.05'
N 13°10'49" W 57.27'
N 3°23'17" W 100.13'
S 1°00'28" E 1068.09'
EASTERLY RIGHT OF WAY LINE
FROM 4" x 4" CONCRETE MONUMENT MARKED "PRM LB 7246"
THE WEST LINE OF THE 200.00 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1334, PAGE 1602
PORTION OF PARCEL 59
22-14-31-0000-05900-0130
OWNER:
US CAPITAL ALLIANCE LLC
FLORIDA POWER AND LIGHT EASEMENT PER ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1334, PAGE 1602
CITRUS GROVE PARK ADDITION TO FLAGLER BEACH AS RECORDED IN MAP BOOK 3, PAGE 36
AIRPORT ROAD (100' RIGHT OF WAY WIDTH) AS RECORDED IN MAP BOOK 37, PAGES 38 & 39
CITRUS GROVE PARK ADDITION TO FLAGLER BEACH AS RECORDED IN MAP BOOK 3, PAGE 36
LEGEND:
○ = SET 1/2" REBAR & CAP, LB 8326
△ = SET NAIL & DISK, LB 8326
● = FOUND 4"x4" CONCRETE MONUMENT MARKED "PRM LB 7246" UNLESS OTHERWISE NOTED
■ = FOUND 1/2" REBAR & CAP MARKED "LB 7246"
□ = FOUND NAIL & DISK (MARKED AS NOTED)
▲ = SEASONAL HIGH WATER MARK (SET BY OTHERS)
B.F.E. = BASE FLOOD ELEVATION
CM = CONCRETE MONUMENT
FDEM = FLAGLER COUNTY EMERGENCY MANAGEMENT AGENCY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD
FND = FOUND
IR = IRON ROD
ID = IDENTIFICATION
L.B. = LICENSED BUSINESS
NAVD = US STATE PLANE FLOW ARROWS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NR = NON-RADIAL
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PI = POINT OF INTERSECTION
P.R.C. = POINT OF REVERSE CURVE
P.T. = POINT OF TANGENCY
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL LAND SURVEYOR
R/W = RIGHT OF WAY
T.P. = TRUE POINT
TYP. = TYPICAL
TRACT = TRACT PARCEL
LINE TABLE
LINE # | DIRECTION | LENGTH
L1 | S 13°04'02" E | 30.00'
L2 | S 13°04'02" E | 30.00'
L3 | S 13°04'02" E | 30.00'
L4 | S 13°04'02" E | 30.00'
L5 | S 13°04'02" E | 20.00'
L6 | S 13°04'02" E | 20.00'
L7 | S 13°04'02" E | 20.00'
L8 | S 13°04'02" E | 20.00'
L9 | S 13°04'02" E | 20.00'
L10 | S 13°04'02" E | 20.00'
L11 | S 13°04'02" E | 20.00'
L12 | S 13°04'02" E | 20.00'
L13 | S 13°04'02" E | 20.00'
L14 | S 13°04'02" E | 20.00'
L15 | S 13°04'02" E | 20.00'
L16 | S 13°04'02" E | 20.00'
L17 | S 13°04'02" E | 20.00'
L18 | S 13°04'02" E | 20.00'
L19 | S 13°04'02" E | 20.00'
L20 | S 13°04'02" E | 20.00'
L21 | S 13°04'02" E | 20.00'
L22 | S 13°04'02" E | 20.00'
L23 | S 13°04'02" E | 20.00'
L24 | S 13°04'02" E | 20.00'
L25 | S 13°04'02" E | 20.00'
L26 | S 13°04'02" E | 20.00'
L27 | S 13°04'02" E | 20.00'
L28 | S 13°04'02" E | 20.00'
L29 | S 13°04'02" E | 20.00'
L30 | S 13°04'02" E | 20.00'
L31 | S 13°04'02" E | 20.00'
L32 | S 13°04'02" E | 20.00'
L33 | S 13°04'02" E | 20.00'
L34 | S 13°04'02" E | 20.00'
L35 | S 13°04'02" E | 20.00'
L36 | S 13°04'02" E | 20.00'
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE
C1 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C2 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'
C3 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'
C4 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C5 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C6 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'
C7 | 235.62' | 150.00' | 90°00'00" | 150.00' | S 31°55'58" W | 212.13'
C8 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C9 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'
C10 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C11 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'
C12 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28'
C13 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28'

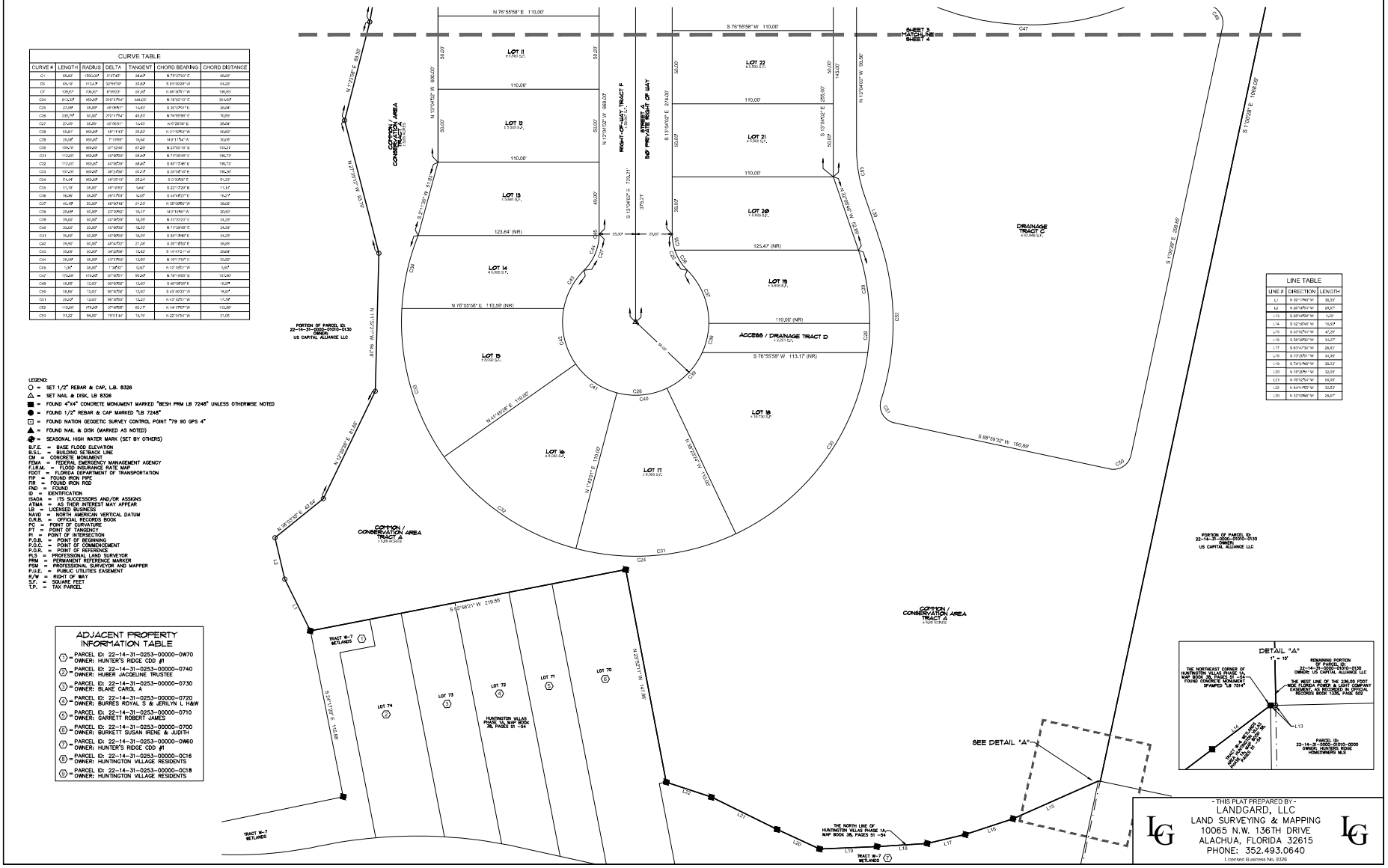
DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174

# PLAT OF
# *AMBERWOODS*

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 4

GRAPHIC SCALE: 1" = 30 FEET




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE |
| C1 | 69.23' | 1560.00' | 2°32'45" | 34.62' | N 75°37'52" E | 69.22' |
| C6 | 65.19' | 113.43' | 32°55'39" | 33.52' | S 81°39'28" W | 64.29' |
| C7 | 109.97' | 700.00' | 8°59'23" | 55.10' | N 68°30'41" W | 109.86' |
| C8 | 813.32' | 1650.00' | 28°13'57" | 644.03' | N 78°57'12" E | 805.30' |
| C25 | 37.28' | 39.20' | 45°23'51" | 19.70' | S 36°13'51" E | 36.31' |
| C26 | 235.79' | 50.20' | 270°11'54" | 49.83' | N 76°55'58" E | 70.89' |
| C27 | 37.28' | 39.20' | 45°23'51" | 19.70' | N 9°09'40" E | 36.31' |
| C28 | 59.81' | 1650.00' | 1°51'41" | 29.91' | N 21°50'53" W | 59.80' |
| C29 | 39.04' | 1650.00' | 1°21'25" | 19.54' | N 19°11'54" W | 39.05' |
| C30 | 109.78' | 1650.00' | 3°48'58" | 54.91' | N 23°00'19" W | 109.76' |
| C31 | 110.00' | 1650.00' | 3°49'05" | 55.01' | N 71°39'48" E | 109.73' |
| C32 | 110.00' | 1650.00' | 3°49'05" | 55.01' | S 85°31'06" E | 109.73' |
| C33 | 107.29' | 1650.00' | 3°43'30" | 53.67' | S 29°54'16" E | 109.26' |
| C34 | 51.44' | 1650.00' | 1°47'01" | 25.24' | S 0°33'58" E | 51.23' |
| C35 | 11.78' | 39.20' | 16°10'53" | 5.94' | S 22°12'29" E | 11.74' |
| C36 | 16.86' | 39.20' | 24°38'58" | 8.58' | S 44°48'57" E | 16.73' |
| C37 | 40.18' | 50.20' | 45°52'12" | 21.23' | N 35°58'52" W | 39.09' |
| C38 | 23.68' | 50.20' | 27°01'52" | 12.07' | N 9°19'56" W | 23.46' |
| C39 | 39.20' | 50.20' | 44°43'58" | 14.39' | N 31°03'03" E | 34.29' |
| C40 | 39.20' | 50.20' | 44°43'58" | 14.39' | N 75°46'56" E | 34.29' |
| C41 | 39.20' | 50.20' | 44°43'58" | 14.39' | S 59°11'06" E | 34.29' |
| C42 | 39.20' | 50.20' | 44°43'58" | 14.39' | S 30°27'00" E | 34.29' |
| C43 | 39.49' | 50.20' | 45°04'58" | 14.52' | S 14°14'21" W | 38.48' |
| C44 | 39.20' | 39.20' | 45°23'51" | 15.89' | N 19°11'57" E | 35.00' |
| C45 | 1.26' | 39.20' | 1°38'51" | 0.63' | N 12°19'51" W | 1.26' |
| C47 | 170.49' | 1110.00' | 8°47'57" | 85.38' | N 78°19'59" E | 170.32' |
| C48 | 11.28' | 12.00' | 56°08'58" | 12.07' | S 46°08'58" E | 10.83' |
| C50 | 18.85' | 12.00' | 90°00'00" | 12.00' | S 43°55'32" W | 16.97' |
| C51 | 39.04' | 12.00' | 186°26'52" | 13.22' | N 43°55'32" W | 17.24' |
| C52 | 170.00' | 1110.00' | 8°46'26" | 85.17' | N 14°17'57" W | 169.84' |
| C53 | 31.22' | 64.20' | 19°01'44" | 15.78' | N 22°34'54" W | 31.06' |

| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N 35°17'40" W | 35.79' |
| L2 | N 26°38'57" W | 29.57' |
| L13 | S 89°45'58" W | 1.27' |
| L14 | S 52°36'40" W | 15.62' |
| L15 | S 53°56'51" W | 47.29' |
| L16 | S 59°58'52" W | 34.27' |
| L17 | S 63°47'39" W | 26.62' |
| L18 | S 73°38'51" W | 34.39' |
| L19 | S 74°31'40" W | 39.03' |
| L20 | N 77°25'51" W | 32.03' |
| L21 | N 76°15'51" W | 35.03' |
| L22 | N 84°41'53" W | 33.53' |
| L30 | N 32°39'46" W | 28.61' |

LEGEND:
○ = SET 1/2" REBAR & CAP, LB. 8326
△ = SET NAIL & DISK, LB 8326
■ = FOUND 4"x4" CONCRETE MONUMENT MARKED "RESH PRM LB 7246" UNLESS OTHERWISE NOTED
● = FOUND 1/2" REBAR & CAP MARKED "LB 7246"
⊡ = FOUND NATION GEODETIC SURVEY CONTROL POINT "79 90 GPS 4"
▲ = FOUND NAIL & DISK (MARKED AS NOTED)
⊕ = SEASONAL HIGH WATER MARK (SET BY OTHERS)
B.F.E. = BASE FLOOD ELEVATION
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P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.R. = POINT OF REFERENCE
PSM = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MARKER
PSM = PROFESSIONAL SURVEYOR AND MAPPER
P.U.E. = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
T.P. = TAX PARCEL

## ADJACENT PROPERTY INFORMATION TABLE

1 = PARCEL ID: 22-14-31-0253-00000-0W70
OWNER: HUNTER'S RIDGE CDD #1

2 = PARCEL ID: 22-14-31-0253-00000-0740
OWNER: HUBER JACQELINE TRUSTEE

3 = PARCEL ID: 22-14-31-0253-00000-0730
OWNER: BLAKE CAROL A

4 = PARCEL ID: 22-14-31-0253-00000-0720
OWNER: BURRES ROYAL S & JERILYN L H&W

5 = PARCEL ID: 22-14-31-0253-00000-0710
OWNER: GARRETT ROBERT JAMES

6 = PARCEL ID: 22-14-31-0253-00000-0700
OWNER: BURKETT SUSAN IRENE & JUDITH

7 = PARCEL ID: 22-14-31-0253-00000-0W60
OWNER: HUNTER'S RIDGE CDD #1

8 = PARCEL ID: 22-14-31-0253-00000-0C16
OWNER: HUNTINGTON VILLAGE RESIDENTS

9 = PARCEL ID: 22-14-31-0253-00000-0C18
OWNER: HUNTINGTON VILLAGE RESIDENTS




- THIS PLAT PREPARED BY -
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

SKETCH AND DESCRIPTION
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
***THIS IS NOT A BOUNDARY SURVEY***



## DESCRIPTION:

A PARCEL OF LAND FOR THE PURPOSE OF PRIVATE RIGHT OF WAY SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET), AS SHOWN ON THE PLAT OF AIRPORT ROAD / HUNTER'S RIDGE BOULEVARD EXTENSION AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 38 AND 39 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WEST LINE OF THE 236.00 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGE 502 OF SAID PUBLIC RECORDS, SAID POINT BEING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 75°37'03" WEST, 68.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°37'45", AN ARC LENGTH OF 68.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 76°55'56" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 430.60 FEET; THENCE SOUTH 76°56'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 16.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 13°04'02" EAST, A DISTANCE OF 305.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 58°04'02" EAST, 28.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE END OF SAID CURVE; THENCE NORTH 76°55'58" EAST, A DISTANCE OF 164.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 54°22'59" EAST, 26.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°05'57", AN ARC LENGTH OF 27.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 13°04'02" EAST, 70.59 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 270°11'54", AN ARC LENGTH OF 235.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 80°31'04" WEST, 26.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°05'57", AN ARC LENGTH OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 76°55'58" WEST, A DISTANCE OF 164.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 31°55'58" WEST, 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE END OF SAID CURVE; THENCE SOUTH 13°04'02" EAST, A DISTANCE OF 274.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 35°37'01" EAST, 26.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°05'57", AN ARC LENGTH OF 27.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 76°55'58" WEST, 70.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 270°11'54", AN ARC LENGTH OF 235.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°28'56" EAST, 26.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°05'57", AN ARC LENGTH OF 27.55 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°04'02" WEST, A DISTANCE OF 669.00 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE NORTH 76°56'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 1.376 ACRES, MORE OR LESS.

NOTES:
1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
5. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".

FRED M. FRANKLIN LICENSE NUMBER 7192 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

DRAWING DATE: 11-18-2023
DRAWN BY: L.G.
REVISION: N/A
PROJECT NUMBER: 23-003
CERTIFIED TO: US CAPITAL ALLIANCE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. LS 7192
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FRED M. FRANKLIN
7-7-2025
PROFESSIONAL SURVEYOR AND MAPPER

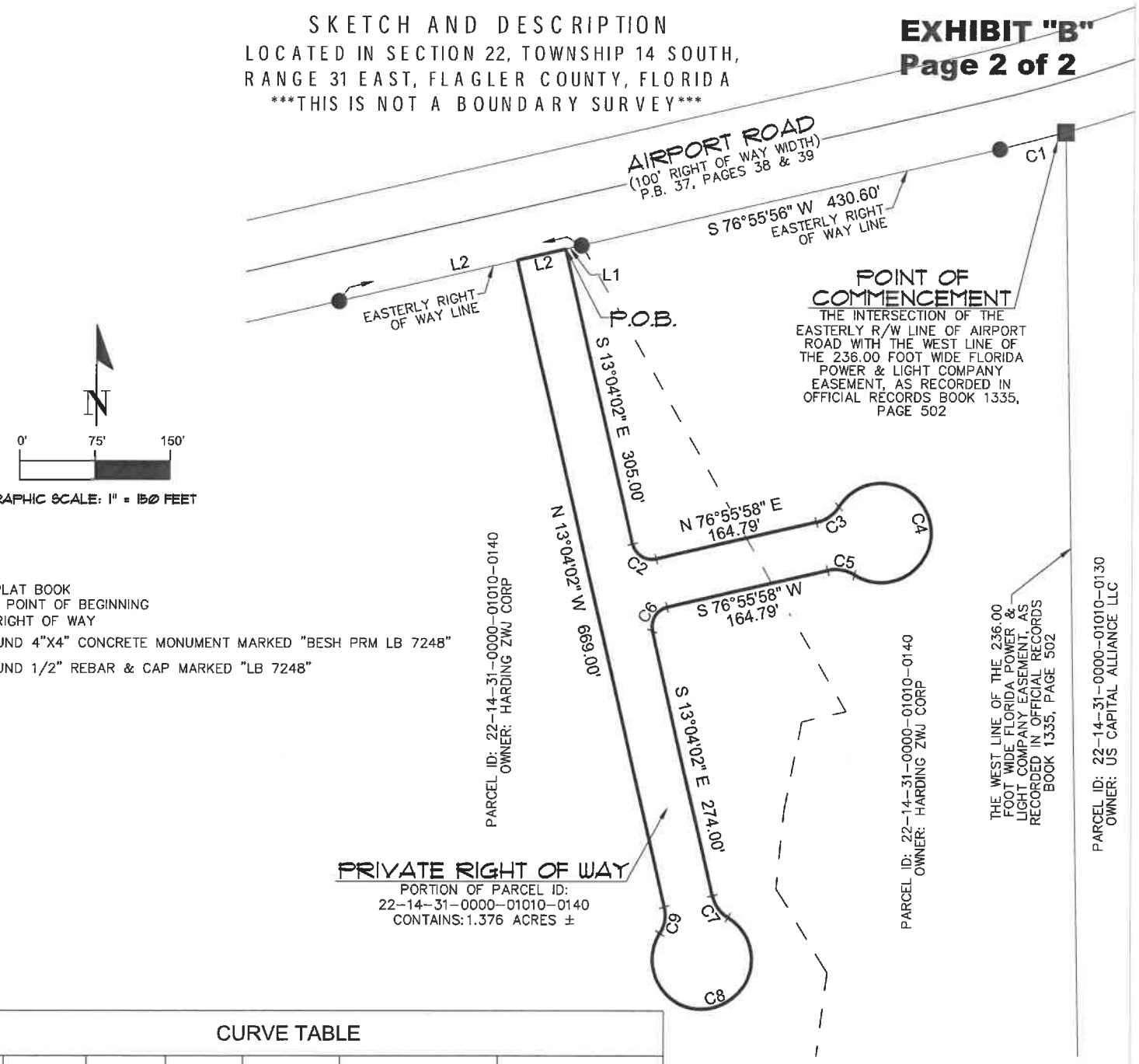
LandGard, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

SHEET NUMBER: 1 OF 2

# SKETCH AND DESCRIPTION

LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
***THIS IS NOT A BOUNDARY SURVEY***

**EXHIBIT "B"**
**Page 2 of 2**




LEGEND:

P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
■ = FOUND 4"X4" CONCRETE MONUMENT MARKED "BESH PRM LB 7248"
● = FOUND 1/2" REBAR & CAP MARKED "LB 7248"

## CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|---|---|
| C1 | 68.83' | 1500.00' | 2°37'45" | 34.42' | S 75°37'03" W | 68.82' |
| C2 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 58°04'02" E | 28.28' |
| C3 | 27.55' | 35.00' | 45°05'57" | 14.53' | N 54°22'59" E | 26.84' |
| C4 | 235.79' | 50.00' | 270°11'54" | 49.83' | S 13°04'02" E | 70.59' |
| C5 | 27.55' | 35.00' | 45°05'57" | 14.53' | N 80°31'04" W | 26.84' |
| C6 | 31.42' | 20.00' | 90°00'00" | 20.00' | S 31°55'58" W | 28.28' |
| C7 | 27.55' | 35.00' | 45°05'57" | 14.53' | S 35°37'01" E | 26.84' |
| C8 | 235.79' | 50.00' | 270°11'54" | 49.83' | S 76°55'58" W | 70.59' |
| C9 | 27.55' | 35.00' | 45°05'57" | 14.53' | N 9°28'56" E | 26.84' |

## LINE TABLE

| LINE # | DIRECTION | LENGTH |
|---|---|---|
| L1 | S 76°56'00" W | 16.20' |
| L2 | N 76°56'00" E | 50.00' |
| L3 | N 76°56'00" E | 248.40' |

NOTES:
1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
5. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".

SURVEY DATE: 11-18-2023
DRAWN BY: LG
REVISION: N/A
PROJECT NUMBER:
23-003
CERTIFIED TO:
US CAPITAL ALLIANCE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. LS 7192
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FRED M. FRANKLIN

SEE SHEET ONE OF TWO

PROFESSIONAL SURVEYOR AND MAPPER


LandGard, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326


SHEET NUMBER: 2 OF 2

**REVIEWED FOR LDC COMPLIANCE**

*Approval of plans does not grant permission to violate any applicable law, code or ordinance

**Site Plan-2023-12-21 Amberwoods Civil Plan Set_signed-2023-12-21_v2 (1)**

**Stamped by: Steven Spraker Date: 01/12/2024**

# AMBERWOODS

## FLAGLER COUNTY, FL


OWNER:
U.S. CAPITAL ALLIANCE, LLC
880 AIRPORT RD., SUITE 113
ORMOND BEACH, FL 32174
732-552-5154
EMAIL: JBEREN@HUNTERSRIDGEFL.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
LANDGARD, LLC
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PH.( 352) 493-0640

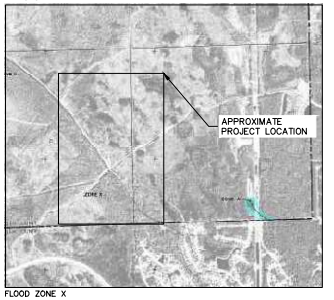
ENVIRONMENTALIST:
ECS FLORIDA, LLC
11554 DAVIS CREEK COURT
JACKSONVILLE, FL 32256
904-880-0960
EMAIL: JLBRINSON@ECSLIMITED.COM

LANDSCAPE ARCHITECT:
BEEBE & ASSOCIATES, INC.
250 PALM COAST PARKWAY, NE
SUITE 607 PMB 128
PALM COAST, FL 321371
386-931-1202
EMAIL: MICHAEL@BEEBEASSOCIATES.COM


LOCATION MAP (N.T.S.)

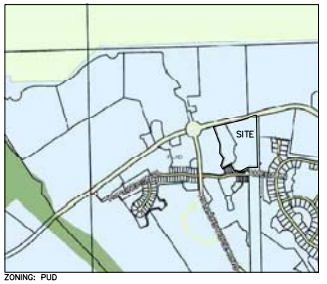



FLOOD MAP




FLOOD ZONE X

ZONING MAP



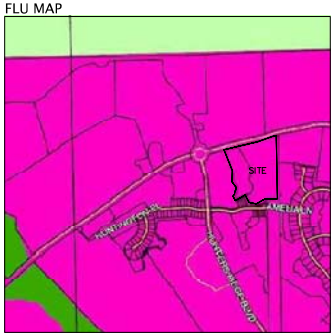

ZONING: PUD

SOILS MAP




| | |
|---|---|
| 3: SAMSULA AND HONTOON SOILS | SOIL GROUP A/D |
| 8: HICORIA, RIVIERA, AND GATOR SOILS | SOIL GROUP C/D |
| 16: MALABAR FINE SAND | SOIL GROUP A/D |
| 40: POMONA FINE SAND | SOIL GROUP B/D |

FLU MAP




FLU: MIXED USE – LOW INTENSITY

SITE DATA:

SITE AREA:
TOTAL SITE AREA = 14.96 AC
DEVELOPMENT AREA = 9.26 AC

FLOOD ZONE:
X - MAP 12035C0345E D REV. 06/06/2018

ZONING:
PUD - PLANNED UNIT DEVELOPMENT

FUTURE LAND USE:
MIXED USE: LOW INTENSITY; LOW INTENSITY

EXISTING USE:
VACANT

IMPERVIOUS SURFACES:
SIDEWALK: 11,848 SF
ROADS: 38,016 SF
LOTS: (ASSUME 65%: 110' X 50' X 0.65 = 3,575 SF/ LOT)(40 LOTS): 143,000 SF
PROPOSED IMPERVIOUS SURFACE: 192,864 SF (4.43 AC) (29.6%)
PROPOSED PERVIOUS AREA: 458,794 SF (10.53 AC) (70.4%)

PROPOSED POND AREA:
73,347 SF (1.68 AC)

WETLAND IMPACTS:
TOTAL EXISTING: 339,329 SF (7.790 AC)
PRESERVED: 153,178 SF (3.516 AC)
IMPACTS: 186,151 SF (4.273 AC)
WETLAND BUFFER: 25'

LOT CRITERIA:
MINIMUM DEPTH: 110'
MINIMUM WIDTH: 50'
SETBACKS:
FRONT: 25'
REAR: 20'
SIDE: 5'

PROPOSED USES:

SINGLE FAMILY SUBDIVISION/RESIDENTIAL

STATEMENT OF INTENT

TO CONSTRUCT A PLANNED RESIDENTIAL DEVELOPMENT WITH ASSOCIATED UTILITY INFRASTRUCTURE

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 70 HUNTINGTON VILLAS PHASE 1A, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 38, PAGES 51 THROUGH 54 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 65°56'21" WEST, ALONG THE NORTH LINE OF SAID HUNTINGTON VILLAS PHASE 1, A DISTANCE OF 219.55 FEET; THENCE NORTH 39°17'40" WEST, A DISTANCE OF 39.35 FEET; THENCE NORTH 26°36'04" WEST, A DISTANCE OF 29.07 FEET; THENCE NORTH 38°03'35" EAST, A DISTANCE OF 42.64 FEET; THENCE NORTH 12°39'36" EAST, A DISTANCE OF 81.68 FEET; THENCE NORTH 11°32'21" WEST, A DISTANCE OF 94.28 FEET; THENCE NORTH 27°35'12" WEST, A DISTANCE OF 93.79 FEET; THENCE NORTH 1°23'58" EAST, A DISTANCE OF 69.35 FEET; THENCE NORTH 3°23'17" WEST, A DISTANCE OF 100.13 FEET; THENCE NORTH 13°10'49" WEST, A DISTANCE OF 57.27 FEET; THENCE NORTH 19°56'59" WEST, A DISTANCE OF 110.72 FEET; THENCE NORTH 18°37'54" WEST, A DISTANCE OF 70.82 FEET; THENCE NORTH 19°48'08" WEST, A DISTANCE OF 189.05 FEET; TO THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET), AS SHOWN ON THE PLAT OF AIRPORT ROAD / HUNTER'S RIDGE BOULEVARD EXTENSION AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 38 AND 39 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH THE FOLLOWING THREE (3) COURSES: 1) THENCE NORTH 76°56'00" EAST, A DISTANCE OF 248.40 FEET; 2) THENCE NORTH 76°55'56" EAST, A DISTANCE OF 430.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 75°37'03" EAST, 68.82 FEET; 3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°37'45", AN ARC LENGTH OF 68.83 FEET TO THE WEST LINE OF THE 236.00 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGE 502 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 1°00'28" EAST, ALONG THE WEST LINE OF SAID EASEMENT, A DISTANCE OF 1068.09 FEET; THENCE DEPARTING THE WEST LINE OF SAID EASEMENT, SOUTH 88°48'28" WEST, A DISTANCE OF 1.20 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED HUNTINGTON VILLAS PHASE 1; THENCE ALONG THE NORTH LINE OF SAID HUNTINGTON VILLAS PHASE 1, THROUGH THE FOLLOWING 10 (10) COURSES: 1) SOUTH 52°58'48" WEST, A DISTANCE OF 16.63 FEET; 2) THENCE SOUTH 53°02'14" WEST, A DISTANCE OF 47.26 FEET; 3) THENCE SOUTH 58°39'32" WEST, A DISTANCE OF 34.27 FEET; 4) THENCE SOUTH 63°47'39" WEST, A DISTANCE OF 26.83 FEET; 5) THENCE SOUTH 73°20'01" WEST, A DISTANCE OF 34.36 FEET; 6) THENCE SOUTH 74°31'48" WEST, A DISTANCE OF 39.23 FEET; 7) THENCE NORTH 78°20'51" WEST, A DISTANCE OF 32.00 FEET; 8) THENCE NORTH 76°52'54" WEST, A DISTANCE OF 50.00 FEET; 9) THENCE NORTH 84°41'55" WEST, A DISTANCE OF 32.53 FEET; 10) THENCE NORTH 23°52'11" WEST, A DISTANCE OF 147.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 14.391 ACRES, MORE OR LESS.

**GENERAL NOTES:**

1. CONTRACTOR SHALL VERIFY ALL PERTINENT FEATURES WHICH MAY AFFECT HIS BID PRIOR TO BIDDING THE PROJECT. DISCREPANCIES NOTED DURING CONSTRUCTION WILL NOT BE CONSIDERED CAUSE FOR EXTRA PAYMENT ON ANY OF THE PAY ITEMS IN THE CONTRACT.
2. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ACCURATELY ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION.
3. CONTRACTOR SHALL IMMEDIATELY NOTIFY DESIGN ENGINEER, THE COUNTY INSPECTOR, AND THE CITY OF ORMOND BEACH, OF ANY DISCREPANCIES FOUND ON THE PLANS.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY WITHOUT DELAY BY TELEPHONE.
5. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", & THE 2021 FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
6. A MINIMUM OF ONE (1) COMPACTION TEST PER 300 LINEAL FEET OF ROADWAY IS REQUIRED. A COPY OF THE TEST REPORTS SHALL BE GIVEN TO THE FLAGLER COUNTY'S DESIGNATED INSPECTOR.
7. TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.
8. UNSTABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIALS.
9. INSPECT ALL EROSION AND SEDIMENT CONTROL FEATURES AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.50 INCHES OR GREATER.
10. CONSTRUCTION SHALL INCLUDE REPLACING, WITH MATCHING MATERIALS, THE DRIVEWAYS, WALKS, MAILBOXES, CURBS AND LANDSCAPING THAT ARE DAMAGED OR REMOVED DUE TO CONSTRUCTION. THIS WORK SHALL BE COORDINATED WITH PROPERTY OWNERS.
11. ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.
12. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED SHOULD BE BROUGHT TO THE ATTENTION OF, FLAGLER COUNTY AND THE DESIGN ENGINEER.
13. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
14. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY PERFORMED BY A REGISTERED SURVEYOR. SURVEY SHALL INDICATE AS-BUILT OF ALL IMPROVEMENTS.
15. THE CONTRACTOR SHALL CALL FOR LOCATES 2 BUSINESS DAYS PRIOR TO STARTING CONSTRUCTION.
16. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMITS.
17. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO FLAGLER COUNTY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
18. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
19. A FINAL INSPECTION, TO BE CONDUCTED BY FLAGLER COUNTY, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY FLAGLER COUNTY ONCE AS-BUILT DRAWINGS AND CLEARANCES HAVE BEEN SUBMITTED.
20. A COMPLETE SET OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO FLAGLER COUNTY PRIOR TO REQUESTING A FINAL INSPECTION.
21. AS-BUILT SURVEY DRAWINGS OF THE WATER AND SEWER SHALL BE PROVIDED TO THE CITY OF ORMOND BEACH.

Sheet List Table


| Sheet Number | Sheet Title |
|---|---|
| C001 | COVER |
| C002 | LAYOUT PLAN |
| C002A | LINE AND CURVE TABLES |
| C003 | EROSION CONTROL PLAN |
| C003A | EROSION CONTROL DETAILS |
| C004 | GRADING & DRAINAGE PLAN |
| C005 | UTILITY PLAN |
| C006 | PLAN & PROFILE– STREET A |
| C007 | PLAN & PROFILE– STREET B |
| C008 | DETAILS |
| C009 | DETAILS |
| C010 | DETAILS |
| C011 | DETAILS |
| C012 | DETAILS |
| C013 | DETAILS |
| C014 | DETAILS |
| C015 | LIFT STATION DETAILS |
| C016 | FDOT DETAILS |
| C017 | FDOT DETAILS |
| C018 | FDOT DETAILS |
| C019 | FDOT DETAILS |
| C020 | RECLAIM WATER DETAILS |
| C021 | RECLAIM WATER DETAILS |
| C022 | DIRECTIONAL DRILL DETAILS |


2023.12.21 10:30:31 -05'00'


ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TELEPHONE: (386) 673-7640
FAX: (386) 673-3927


AMBERWOODS
FLAGLER COUNTY, FL
COVER

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 3 | 11/20/23 | REV. PER CITY/CLIENT COMMENTS | JKB |
| 2 | 10/19/23 | REV. PER CITY COMMENTS | JKB |
| 1 | 7/31/23 | REV. PER COUNTY COMMENTS | JKB |

DESIGNER: DWC | FILE: 2131-1 | DRAWN BY: DWC | PROJECT: 2131-1 | DATE: 09/19/22 | SCALE:

NOT VALID UNLESS SIGNED AND SEALED PURSUANT TO 61G15-23.002(1)

SHEET C001

**REVIEWED FOR LDC COMPLIANCE**

*Approval of plans does not grant permission to violate any applicable law, code or ordinance

**Site Plan-2023-12-21**
**Amberwoods Civil Plan**
**Set_signed-2023-12-21_v2 (1)**

**Stamped by: Steven Spraker**
**Date: 01/12/2024**

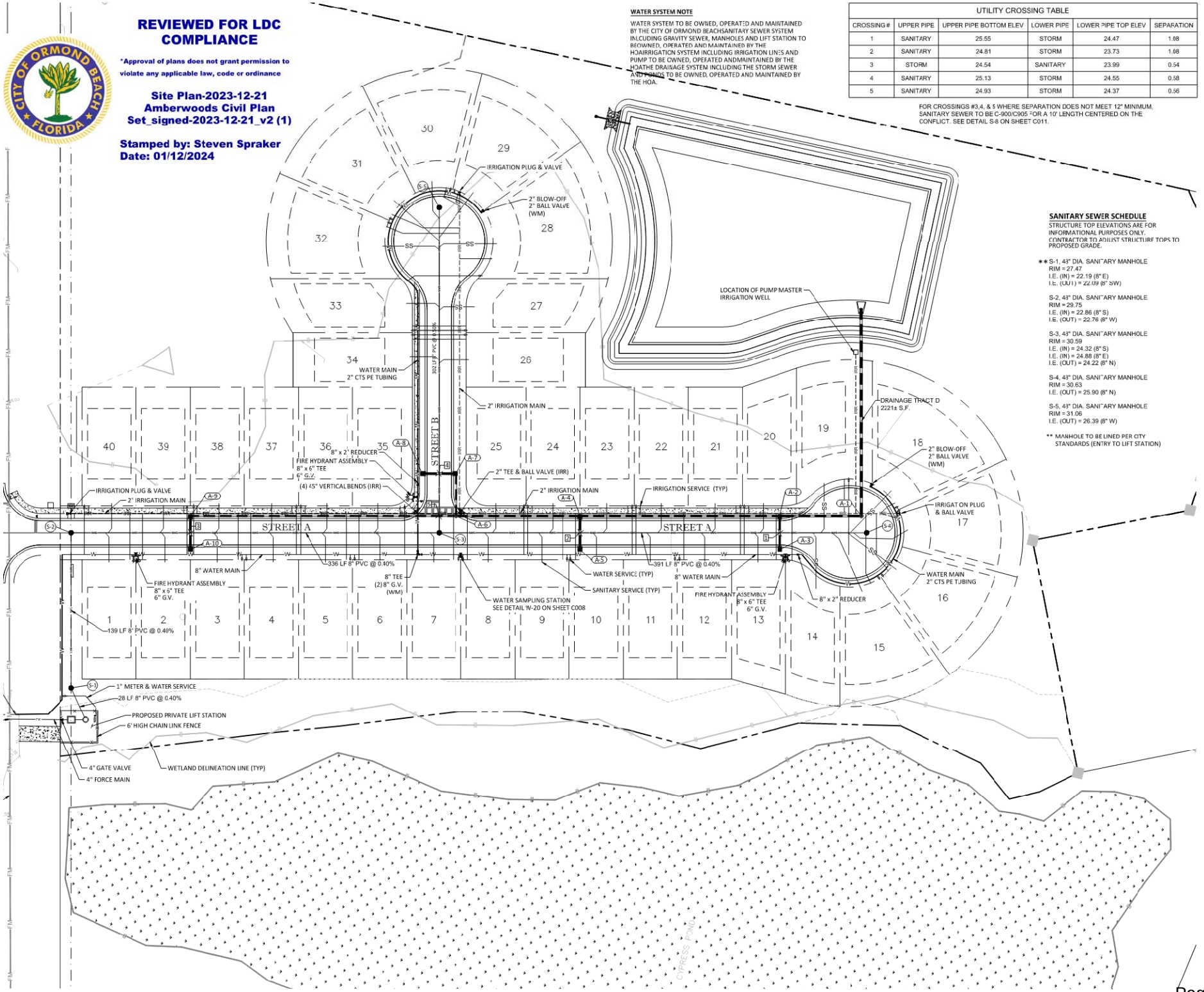
**WATER SYSTEM NOTE**

WATER SYSTEM TO BE OWNED, OPERATED AND MAINTAINED BY THE CITY OF ORMOND BEACHSANITARY SEWER SYSTEM INLCUDING GRAVITY SEWER, MANHOLES AND LIFT STATION TO BEOWNED, OPERATED AND MAINTAINED BY THE HOAIRRIGATION SYSTEM INCLUDING IRRIGATION LINES AND PUMP TO BE OWNED, OPERATED ANDMAINTAINED BY THE HOATHE DRAINAGE SYSTEM INCLUDING THE STORM SEWER AND PONDS TO BE OWNED, OPERATED AND MAINTAINED BY THE HOA.

UTILITY CROSSING TABLE

| CROSSING # | UPPER PIPE | UPPER PIPE BOTTOM ELEV | LOWER PIPE | LOWER PIPE TOP ELEV | SEPARATION |
|---|---|---|---|---|---|
| 1 | SANITARY | 25.55 | STORM | 24.47 | 1.08 |
| 2 | SANITARY | 24.81 | STORM | 23.73 | 1.08 |
| 3 | STORM | 24.54 | SANITARY | 23.99 | 0.54 |
| 4 | SANITARY | 25.13 | STORM | 24.55 | 0.58 |
| 5 | SANITARY | 24.93 | STORM | 24.37 | 0.56 |

FOR CROSSINGS #3,4, & 5 WHERE SEPARATION DOES NOT MEET 12" MINIMUM, SANITARY SEWER TO BE C-900/C905 FOR A 10' LENGTH CENTERED ON THE CONFLICT. SEE DETAIL S-8 ON SHEET C011.




**SANITARY SEWER SCHEDULE**

STRUCTURE TOP ELEVATIONS ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO ADJUST STRUCTURE TOPS TO PROPOSED GRADE.

** S-1, 48" DIA. SANITARY MANHOLE
RIM = 27.47
I.E. (IN) = 22.19 (8" E)
I.E. (OUT) = 22.09 (8" SW)

S-2, 48" DIA. SANITARY MANHOLE
RIM = 29.75
I.E. (IN) = 22.86 (8" S)
I.E. (OUT) = 22.76 (8" W)

S-3, 48" DIA. SANITARY MANHOLE
RIM = 30.59
I.E. (IN) = 24.32 (8" S)
I.E. (IN) = 24.88 (8" E)
I.E. (OUT) = 24.22 (8" N)

S-4, 48" DIA. SANITARY MANHOLE
RIM = 30.63
I.E. (OUT) = 25.90 (8" N)

S-5, 48" DIA. SANITARY MANHOLE
RIM = 31.06
I.E. (OUT) = 26.39 (8" W)

** MANHOLE TO BE LINED PER CITY STANDARDS (ENTRY TO LIFT STATION)


ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927


AMBERWOODS
FLAGLER COUNTY, FL
UTILITY PLAN

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 3 | 11/20/23 | REV. PER CITY/CLIENT COMMENTS | JKB |
| 2 | 10/19/23 | REV. PER CITY COMMENTS | JKB |
| 1 | 7/31/23 | REV. PER COUNTY COMMENTS | JKB |

| DESIGNER | FILE | DATE |
|---|---|---|
| DWC | 2131-1 | 09/19/22 |
| DRAWN BY | PROJECT | SCALE |
| DWC | 2131-1 | 1" = 40' |

SHEET
C005

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.G. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Resolution |
| **Subject** | Woodside Subdivision (Flagler County), Dedication of Easement | | |
| **Recommended Action** | It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement, as shown in the attached resolution for the provision of utility services for the Woodside at Ormond Station subdivision located in the Hunter's Ridge Flagler County Development of Regional Impact. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |


Summary

The purpose of this item is to accept access, maintenance, and utility easement for water and sewer lines within the Woodside at Ormond Station subdivision in Flagler County.

The Woodside at Ormond Station subdivision includes 63 lots on 21.24 acres. This easement would be dedicated on the final plat in a residential subdivision within the City. However, because the project is located outside the City, it is necessary to obtain an access, maintenance, and utility easement for water and sewer lines separate from the final plat, which Flagler County approves.

The Site Plan Review Committee is inspecting the water and sewer improvements within the Woodside at Ormond Station subdivision. The project shall provide a one-year maintenance guarantee as required by the Land Development Code once the Site Plan Review Committee accepts the utility improvements.


Financial Impact

The acceptance of an access, maintenance, and utility easement has no direct budget impact. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.

Citizen Impact

There is no direct citizen impact, and the easement acceptance implements the 2009 interlocal agreement identifying the City of Ormond Beach as the utility provider in the Flagler County portion of the Hunter's Ridge Development of Regional Impact.

Attachments

1. 25-131 Woodside Easement (P25-0100G)
2. Woodside Easement
3. Exhibit A, (07.22.25)Woodside Plat
4. Exhibit B, (07.22.25) 23-004 WOODSIDE 7-8 (fka IRONWOOD) RW S&D
5. Selected Pages Site Plan-Woodside at Ormond Station APP 05.06.2024

**RESOLUTION NO. 2025-131**

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM SKYWAY HR ACQUISITIONS, LLC, LOCATED IN THE "WOODSIDE AT ORMOND STATION" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** on or about July 21, 2009, the City of Ormond Beach ("City") and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of Hunter's Ridge Development of Regional Impact (DRI) 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

**WHEREAS**, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and wastewater services to customers in the Hunter's Ridge-Flagler County DRI Service Area; and

**WHEREAS,** section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter's Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and wastewater services to the DRI developer and customers in the Hunter's Ridge-Flagler County DRI Service Area; and

**WHEREAS,** on August 16, 2016, the city commission approved Ordinance 2016-25 establishing the Hunter's Ridge-Flagler County DRI Water and Sewer Service Area, establishing rates for the provision of water and sewer services, establishing impact fees for connection to the City's utility system, and establishing requirements for connection to the City's utility system; and

**WHEREAS**, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter's Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the "Agreement") regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter's Ridge Development of Regional Impact (DRI) Service Area in Flagler County; and

**WHEREAS**, Skyway HR Acquisitions, LLC, a Foreign Limited Liability Company ("Property Owner"), has purchased the Woodside at Ormond Station Subdivision from U.S. Capital Alliance, LLC, a Florida Limited liability company ("Developer"), within the Hunter's Ridge DRI in Flagler County, that included an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections; and

**WHEREAS**, the Woodside at Ormond Station Subdivision ("the Project") consists of 21.24± acres of real property located south of Airport Road, Flagler County Property Appraiser parcel number 21-14-31-0000-01010-0060; and

**WHEREAS**, the Property Owner and/or Developer shall be responsible for the cost of all interconnecting pipelines and associated infrastructure to enable the City to provide the services to the Woodside at Ormond Station Subdivision; and

**WHEREAS**, the Property Owner and/or Developer shall convey to the City all rights, title and interest in and to the water and wastewater infrastructure system together with all easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities; and

**WHEREAS**, the City agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

**SECTION ONE.** The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

**SECTION TWO.** The City Commission hereby approves and accepts an Access, Maintenance and Utility Easement ("Easement") from Skyway HR Acquisitions, LLC, a Foreign Limited Liability Company, the property owner, to permit the City of Ormond Beach access to maintain the water and wastewater lines located on property within the Woodside at Ormond Station Subdivision (Flagler County Property Appraiser parcel number: 21-14-31-0000-01010-0060), a portion of the Hunter's Ridge DRI, being legally described and depicted in the attached Easement, a copy of which is attached hereto and incorporated herein by reference.

**SECTION THREE.** The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed original Easement, at the expense of Skyway HR Acquisitions, LLC.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

**THIS INSTRUMENT PREPARED BY:**
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 0747157
Post Office Box 277
Ormond Beach, FL 32175
Location: Woodside at Ormond Station Subdivision
(Flagler County Property Appraiser Parcel Number 21-14-31-0000-01010-0060)

# ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made and entered into as of the _____ day of _____, 2025 by and between **SKYWAY HR ACQUISITIONS LLC,** a Foreign Limited Liability Company, whose post office address is 1738 Symphony Lane, Toms River, New Jersey 08755 hereinafter referred to as **"Grantor"** and the **CITY OF ORMOND BEACH**, a Florida municipal corporation, and its successors and assigns, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter referred to as **"Grantee"**.

## WITNESSETH:

**WHEREAS,** Grantor is the owner of that certain real property to be known as the "Woodside at Ormond Station" Subdivision, a portion of the Hunter's Ridge Development of Regional Impact ("DRI"), located in Flagler County, Florida and Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

**WHEREAS,** Grantor is developing the Property subject to the authority of the County of Flagler; and

**WHEREAS,** Grantor is permitted to initiate certain improvements on the Property prior to the recording of a plat; and

**WHEREAS,** the Property is within Grantee's utility service area and the Grantee is therefor the provider of potable water and sewer services to the Property; and

**WHEREAS,** the Grantee has requested, and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance, and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and incorporated herein (the "Easement Area");

**NOW, THEREFORE,** in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

**Section 2.** Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance, and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

**Section 3.** Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

**Section 4.** Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

**Section 5.** This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

**Section 6.** This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

**Section 7.** This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

**Section 8**. As this Easement deals with property in Flagler County and a jurisdiction located within Volusia County, Grantee shall record this easement, upon execution, at the expense of the Grantor, in the Public Records of Flagler County, Florida. Grantee shall then record the recorded copy, with the recording information provided by the Clerk of the Flagler County Courts, into the public record of Volusia County, Florida.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____

**"GRANTOR"**
**SKYWAY HR ACQUISITIONS, LLC**
a Foreign Limited Liability Company

Signed, sealed and delivered in
the presence of:
Witness #1:

Signature: _____
Print Name: _____

_____
**YITZCHOK SPRUNG**
Manager

Witness #2

Signature: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2025 by **YITZCHOK SPRUNG**, as Manager of **SKYWAY HR ACQUISITIONS, LLC**, a Foreign Limited Liability Company, who is personally known to me or has produced _____ as identification.

[Seal]

_____
Notary Public

Print Name: _____

My Commission No:_____

My Commission expires: _____

CERTIFICATE OF APPROVAL BY COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA:

THIS IS TO CERTIFY, THAT ON THE _____DAY OF _____, 20___,
THE FOREGOING PLAT WAS APPROVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS OF
FLAGLER COUNTY, FLORIDA

BY:_____
CHAIRMAN

ATTEST:_____
CLERK AND EX-OFFICIO CLERK OF THE BOARD

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS FILED FOR RECORDS ON THE _____ DAY OF _____, 20___

BY:_____
CLERK AND EX-OFFICIO CLECK OF THE BOARD OF COUNTY
COMMISSIONARIES OF FLAGLER COUNTY, FLORIDA

CERTIFICATE OF APPROVAL :

THIS IS TO CERTIFY THAT ON _____DAY OF _____, 20___, THE FOREGOING PLAT WAS APPROVED.

BY:_____
COUNTY ATTORNEY/DEPUTY

GROWTH MANAGEMENT DIRECTOR:

THIS IS TO CERTIFY THAT ON _____DAY OF _____, 20___, THE FOREGOING PLAT WAS APPROVED.

BY:_____
GROWTH MANAGEMENT DIRECTOR

CERTIFICATE OF REVIEW:

I HEREBY CERTIFY THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH FLAGLER COUNTY. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OF OWNERS RECORD AND REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND FLAGLER COUNTY PLATTING REGULATIONS.

DATE:_____ BY:_____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE NO._____

CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND PERMANENT CONTROL POINTS ("P.C.P.'S") WILL BE PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF FLAGLER COUNTY, FLORIDA.

BY:_____ DATED:_____
FRED M. FRANKLIN
PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO.LS 7129

TITLE CERTIFICATION

STATE OF _____
COUNTY OF _____

I _____, P.A., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE OF THE PROPERTY IS VESTED TO U.S. CAPITAL ALLIANCE, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

IN WITNESS WHEREOF, US CAPITAL ALLIANCE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, _____, THIS _____ DAY OF _____, 20____

US CAPITAL ALLIANCE, LLC
A FLORIDA LIMITED LIABILITY COMPANY
LICENSED TO DO BUSINESS IN FLORIDA

BY:_____ _____ _____
(WITNESS) (WITNESS)

ATTEST:_____ DATE: _____ _____ _____
(TITLE) (PRINT NAME) (PRINT NAME)

ACCEPTANCE OF RESERVATIONS:

THE HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., HEREBY ACCEPTS THE DEDICATION OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS_____ DAY OF _____, 20_____.

HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC.

BY:_____ _____ _____
SIGNATURE TITLE PRINT NAME

_____ _____
WITNESS PRINT NAME

_____ _____
WITNESS PRINT NAME

ACKNOWLEDGMENTS

STATE OF _____

COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAVE PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF US ALLIANCE CAPITAL ALLIANCE, LLC. A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT _____ EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID LIMITED LIABILITY COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT INSTRUMENT IS THE FREE ACT OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 20___

_____
NOTARY PUBLIC
(SEAL)

OWNER: US CAPITAL ALLIANCE, LLC
A FLORIDA LIMITED LIABILITY COMPANY
LICENSED TO DO BUSINESS IN FLORIDA
882 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174

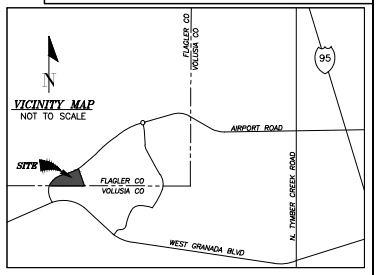
PLAT OF

# *WOODSIDE AT ORMOND STATION*

A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA

DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174

PLAT BOOK _____ PAGE _____
SHEET 1 OF 4




**DEDICATION AND RESERVATION:**

KNOW ALL MEN BY THESE PRESENTS THAT US CAPITAL ALLIANCE, LLC A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON, BEING IN SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SHOWN HEREON AS AMBERWOODS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND MORE SPECIFICALLY AS FOLLOWS:

**DESCRIPTION:**

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET), AS SHOWN ON THE PLAT OF AIRPORT ROAD / HUNTER'S RIDGE BOULEVARD EXTENSION AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 38 AND 39 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 89°08'52" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1325.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'52" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 89°36'35" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 471.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°50'11" EAST, 823.87 FEET; THENCE ALONG THE EASTERLY AND SOUTHERLY WRIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH THE FOLLOWING THREE (3) COURSES: 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°11'52", AN ARC LENGTH OF 846.60 FEET TO THE END OF SAID CURVE; 2) THENCE NORTH 71°03'23" EAST, A DISTANCE OF 335.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 67°30'03" EAST, 561.75 FEET; 3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°06'00", AN ARC LENGTH OF 585.02 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SOUTH 21°26'07" EAST, A DISTANCE OF 915.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN: ± 21.236 ACRES

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND MORE SPECIFICALLY AS FOLLOWS:

TRACT R COMMON AREA, TRACT C ACCESS EASEMENT, TRACT H CONSERVATION AREA AND TRACT I COMMON AREA / PASSIVE RECREATION AREA / MAIL AREA, AS SHOWN HEREON, ARE HEREBY DEDICATED TO US CAPITAL ALLIANCE, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE INGRESS, EGRESS, STORMWATER MANAGEMENT, DRAINAGE, CONSERVATION AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGER COUNTY.

TRACT A DRAINAGE, TRACT D ACCESS / DRAINAGE EASEMENT, TRACT E ACCESS / DRAINAGE EASEMENT AND TRACT O DRAINAGE, AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES, THE MAINTENANCE OF DRAINAGE TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC. ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY.

TRACT N RIGHT OF WAY, AS SHOWN HEREON, IS A PRIVATE ROADWAY TRACT AND IS DEDICATED TO THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS FOR A PRIVATE ROAD WITH PERPETUAL NON-EXCLUSIVE PUBLIC ACCESS SUBJECT TO THE SIMULTANEOUS DEDICATION OF THE ROADWAY TRACT OF SUCH ROADS AND THOROUGHFARES FOR PUBLIC AND PRIVATE UTILITY PURPOSES, WHICH DEDICATION IS HEREBY MADE. SIDEWALKS WITHIN SAID TRACT ARE TO BE MAINTAINED BY THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND OR ASSIGNS.

TRACT F LIFT STATION, AS SHOWN HEREON IS HEREBY DEDICATED TO THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS -SUCCESSORS AND ASSIGNS FOR UTILITY PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE SIMULTANEOUS DEDICATION OF A UTILITY EASEMENT IN PERPETUITY TO THE CITY OF ORMOND BEACH (CITY OF ORMOND BEACH RESOLUTION NO._____), ITS SUCCESSORS AND ASSIGNS, FOR LIFT STATION AND RELATED PURPOSES.

TRACT J SIGN TRACT, TRACT K SIGN TRACT, TRACT L SIGN TRACT AND TRACT M SIGN TRACT ARE HEREBY RESERVED FOR THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS AND SHALL BE OWNED AND MAINTAINED BY THE HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS. _____ DAY OF _____, 20____.

BY: US CAPITAL ALLIANCE, LLC A FLORIDA LIMITED LIABILITY COMPANY

BY:_____ _____ _____
SIGNATURE TITLE PRINT NAME

_____ _____
WITNESS PRINT NAME

_____ _____
WITNESS PRINT NAME

LEGEND:
- ○ = SET 1/2" REBAR & CAP, L.B. 8326
- △ = SET NAIL & DISK, LB 8326
- ■ = FOUND 3"x3" CONCRETE MONUMENT MARKED "LB 7248"
- ● = FOUND 1/2" REBAR & CAP MARKED "LB 7248"
- □ = FOUND NATION GEODETIC SURVEY CONTROL POINT "79 90 GPS 4"
- ▲ = FOUND NAIL & DISK (MARKED AS NOTED)
- ⊕ = SEASONAL HIGH WATER MARK (SET BY OTHERS)

B.F.E. = BASE FLOOD ELEVATION
B.S.L. = BUILDING SETBACK LINE
MFFE = MINIMUM FINISHED FLOOR ELEVATION
CM = CONCRETE MONUMENT
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND
ID = IDENTIFICATION
ISAOA = ITS SUCCESSORS AND/OR ASSIGNS
ATIMA = AS THEIR INTEREST MAY APPEAR
LB = LICENSED BUSINESS
NAVD = NORTH AMERICAN VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PI = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.R. = POINT OF REFERENCE
PLS = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MARKER
PSM = PROFESSIONAL SURVEYOR AND MAPPER
P.U.E. = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
T.P. = TAX PARCEL
#⊕ = WETLAND FLAG AND DESIGNATION NUMBER

GENERAL NOTES:

1. THE PLATTED LANDS LIE WITHIN FLOOD ZONE "X" ACCORDING TO COMMUNITY PANEL NUMBER 12035C0345E, DATED JUNE 6, 2018 OF THE FLOOD INSURANCE RATE MAP FOR FLAGLER COUNTY, FLORIDA.

2. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).

3. LOT LINES SHOWN HEREIN ARE RADIAL UNLESS OTHERWISE NOTED.

4. UNLESS OTHERWISE NOTED MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNTIED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.3712=3.2808333333333 EQUATION FOR CONVERSION FROM U.S. FEET TO METERS.

5. ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. THE FOLLOWING EXCEPTIONS WERE LISTED IN THE PROVIDED TITLE OPINION BY BOCKER & ASSOCIATES, P.A., DATED FEBRUARY 23, 2023

ITEM #9: OIL, GAS, MINERAL, OR OTHER RESERVATIONS AS SET FORTH IN DEED BY TOMOKA LAND COMPANY RECORDED MARCH 2, 1951 IN DEED BOOK 437, PAGE 21; AS AFFECTED BY NOTICE OF CLAIM RECORDED AUGUST 5, 1975 IN BOOK 69, PAGE 229, AND CONVEYED BY CONSOLIDATED-TOMOKA LAND CO. TO INDIGO GROUP INC., A FLORIDA CORPORATION UNDER WARRANTY DEED RECORDED DECEMBER 3, 2004 IN BOOK 1174, PAGE 917, AND AS AFFECTED BY THE RELEASE OF SURFACE ENTRY RIGHTS WITH RESPECT TO OIL, GAS, AND MINERAL INTEREST RECORDED MAY 28, 2008 IN BOOK 1663, PAGE 404, AS AFFECTED BY DEEDS RECORDED AUGUST 17, 2021 IN BOOK 2595, PAGE 1590, AND BOOK 2595, PAGE 1618, NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT RECORD OWNER FOR THE INTEREST EXCEPTED HEREIN.

ITEM #10: RESOLUTION NO. 2018-81 RECORDED IN OFFICIAL RECORDS BOOK 1803, PAGE 648, AMENDING AND REPLACING IN ITS ENTIRETY THE DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 889, ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 455, PAGE 1019, AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 485, PAGE 1486, AS AMENDED BY RESOLUTION NO. 2021-96 RECORDED IN OFFICIAL RECORDS BOOK 2631, PAGE 556, AND RESOLUTION NO. 2022-31 RECORDED JUNE 24, 2022 IN BOOK 2700, PAGE 923.

ITEM #11: EASEMENT FOR DRAINAGE, STORMWATER AND UTILITY PURPOSES, IN FAVOR OF HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1, SET FORTH IN INSTRUMENT RECORDED IN BOOK 2180, PAGE 1317, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AS TO ALL FLAGLER COUNTY LANDS ABUTTING AIRPORT ROAD EXTENSION)

ITEM #12: ALL MATTERS CONTAINED ON THE PLAT OF AIRPORT ROAD EXTENSION, INCLUDING BUT NOT LIMITED TO THE DEDICATION OF PUBLIC RIGHT OF WAY, EASEMENTS FOR DRAINAGE AND UTILITY PURPOSES, AS RECORDED IN PLAT BOOK 38, PAGE 55.

ITEM #13: NOTICE OF ESTABLISHMENT OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1, RECORDED MARCH 9, 2017 IN BOOK 2191, PAGE 1731, AS AFFECTED BY ORDINANCE NO. 2022-09 RECORDED JUNE 9, 2022 IN BOOK 2694, PAGE 1528, WHICH CONTAINS PROVISIONS WHICH MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS OR BOTH TAXES AND ASSESSMENTS ON THE PROPERTY.

ITEM #14: INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY, FLORIDA AND THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1, RECORDED DECEMBER 14, 2017 IN BOOK 2247, PAGE 670, WHICH CONTAINS ASSESSMENT AND LIEN RIGHTS.

ITEM #15: RETAIL UTILITY SERVICE AGREEMENT FOR HUNTER'S RIDGE DRI SERVICE AREA (FLAGLER COUNTY) BY AND BETWEEN THE CITY OF ORMOND BEACH, FLORIDA, HUNTERS RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1, AND U.S. CAPITAL ALLIANCE, LLC, RECORDED JANUARY 16, 2018 IN BOOK 2253, PAGE 502, WHICH PROVIDES FOR ASSESSMENTS, EASEMENTS, RESTRICTIONS AND RESERVATION.

ITEM #16: RIGHTS OF THE PUBLIC IN AND TO ANY ROADS AND TRAIL ROADS CROSSING CAPTIONED PROPERTY.

ITEM #17: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNITY TO ANY PART OF THE LAND THAT IS, AS OF THE DATE OF POLICY OR WAS AT ANY TIME PREVIOUSLY, UNDER WATER (SUBMERGED).

ITEM #18: TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

6. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, CONSERVATION EASEMENTS SHALL HAVE FIRST PRIORITY, DRAINAGE EASEMENTS SHALL HAVE SECOND PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED.

7. THIS PLAT, AS RECORDED IN GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBES HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

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

9. COORDINATES SHOWN HEREON REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM (STATE PLANE) OF THE EAST ZONE OF FLORIDA (0901), 1983 NORTH AMERICAN DATUM (NAD 83), AND DERIVED FROM NATIONAL GEODETIC SURVEY DESIGNATION "79 90 GPS 4" WITH PUBLISHED COORDINATES OF: NORTHING 1,789,282.64, EASTING 934,434.60 WITH A SCALE FACTOR OF 0.99994424 AND "V014" WITH PUBLISHED COORDINATES OF: NORTHING 1,803,270.80, EASTING 937,559.92 WITH A SCALE FACTOR OF 0.99994511 (BOTH SHOWN HEREON). ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AS MEASURED FROM GROUND DISTANCES.

10. ALL OTHER EASEMENTS SUBORDINATE TO ANY CONSERVATION EASEMENTS GRANTED HEREON AND IN ACCORDANCE WITH FLORIDA STATUTE 704.06, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE COUNTY OF FLAGLER AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.

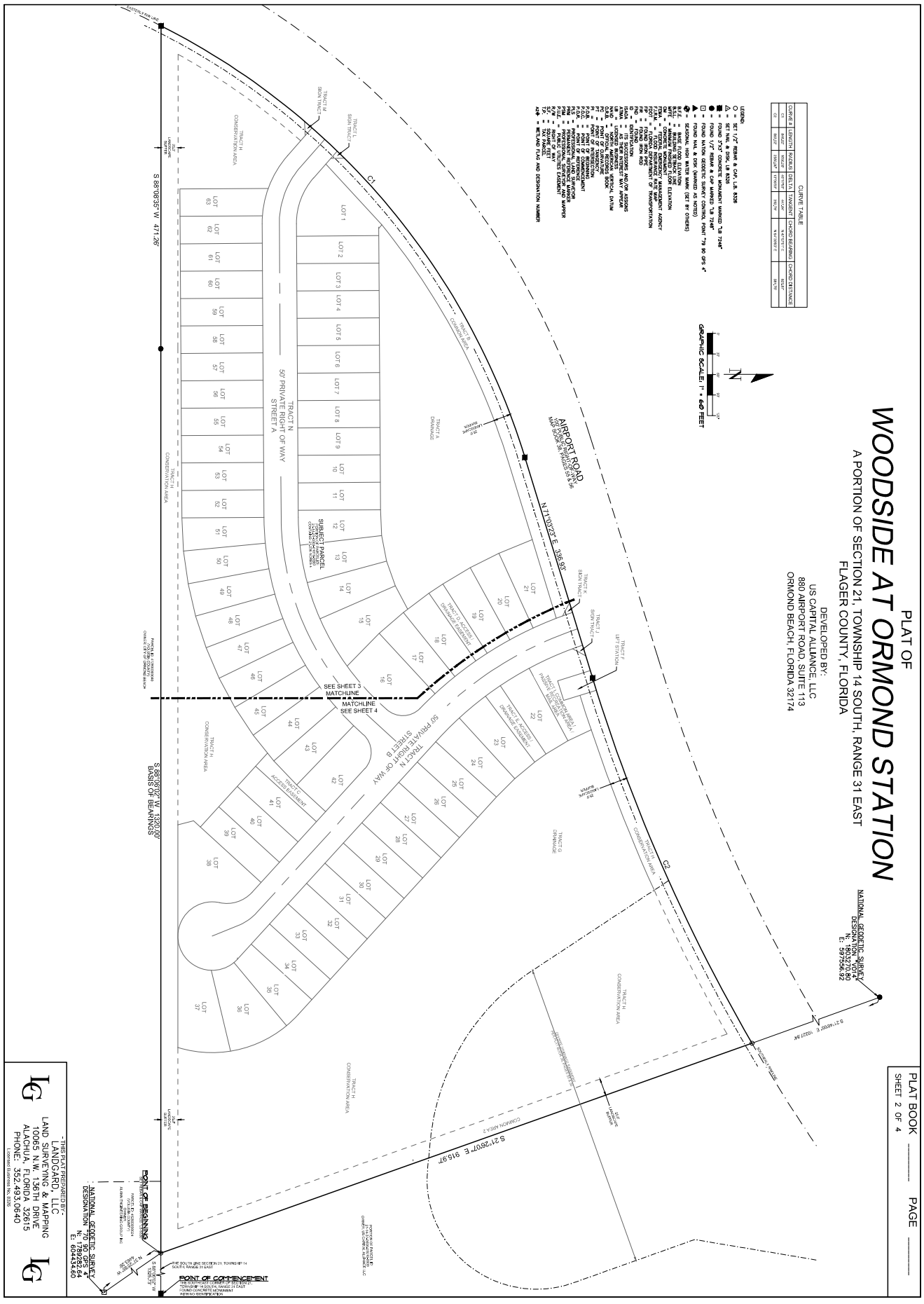
11. MONUMENTS SHALL BE SET AT ALL LOT CORNERS UPON COMPLETION OF ALL REQUIRED SUBDIVISION IMPROVEMENTS AT DEVELOPERS EXPENSE PER FLORIDA STATUTE 177.09 (9).

13. THIS PLAT IS SUBJECT TO ORDINANCE NO ____ DESIGNATING THE WOODSIDE AT ORMOND STATION PLANNED UNIT DEVELOPMENT (PUD) RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

14. UNLESS OTHERWISE SHOWN, BUILDING SETBACKS ARE AS FOLLOWS:
FRONT - 25'
SIDE - 5'
REAR - 20'

- THIS PLAT PREPARED BY -

LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326


PLAT OF
WOODSIDE AT ORMOND STATION
A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA
DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174
PLAT BOOK ____ PAGE ____
SHEET 2 OF 4
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE
C1 | 1602.29' | 1950.00' | 47°05'07" | 847.49' | N 47°46'27" E | 1557.98'
C2 | 1602.29' | 1950.00' | 47°05'07" | 847.49' | S 47°46'27" W | 1557.98'
LEGEND:
SET 1/2" REBAR & CAP, LB 8326
SET NAIL & DISK, LB 8326
FOUND 3"X3" CONCRETE MONUMENT MARKED "LB 7246"
FOUND 1/2" REBAR & CAP MARKED "LB 7246"
FOUND NATION GEODETIC SURVEY CONTROL POINT "79 90 GPS 4"
FOUND NAIL & DISK (AS NOTED)
SEASONAL HIGH WATER MARK (SET BY OTHERS)
B.F.E. = BASE FLOOD ELEVATION
M.H.W.L. = MEAN HIGH WATER LINE
M.F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
NAVD = NORTH AMERICAN VERTICAL DATUM
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
P.R.M. = PERMANENT REFERENCE MONUMENT
FIR = FOUND IRON ROD
ID = IDENTIFICATION
ALTA = AS THEIR INTEREST MAY APPEAR
NAVD = NORTH AMERICAN VERTICAL DATUM
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
P.U.M. = PUBLIC UTILITY EASEMENT
R/W = RIGHT OF WAY
T.P. = TAX PARCEL
A/E = WETLAND FLAG AND DESIGNATION NUMBER
GRAPHIC SCALE: 1" = 60 FEET
NATIONAL GEODETIC SURVEY
DESIGNATION - WOLF 4
N: 1803270.80
E: 597556.92
NATIONAL GEODETIC SURVEY
DESIGNATION - TOMOKA BASE A
N: 1789252.64
E: 604434.60
- THIS PLAT PREPARED BY -
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
POINT OF COMMENCEMENT
POINT OF BEGINNING
TRACT N
50' PRIVATE RIGHT OF WAY
STREET A
TRACT N
50' PRIVATE RIGHT OF WAY
STREET B
AIRPORT ROAD
(SR 40)
MAP BOOK 5 PAGES 55 & 56
SUBJECT PARCEL
SEE SHEET 3
MATCHLINE
MATCHLINE
SEE SHEET 4
S 88°18'35" W 471.26'
S 88°18'02" W 1320.00'
BASIS OF BEARINGS
N 71°03'23" E 336.93'
S 21°26'07" E 916.97'
S 21°46'56" E 1602.29'
C1
C2
TRACT A DRAINAGE
TRACT B CONSERVATION AREA
TRACT C SIGN TRACT
TRACT D DRAINAGE
TRACT E ACCESS/ DRAINAGE EASEMENT
TRACT F LIFT STATION
TRACT G DRAINAGE
TRACT H CONSERVATION AREA
TRACT I CONSERVATION AREA
TRACT J ACCESS EASEMENT
TRACT K CONSERVATION AREA
TRACT L SIGN TRACT
TRACT M SIGN TRACT
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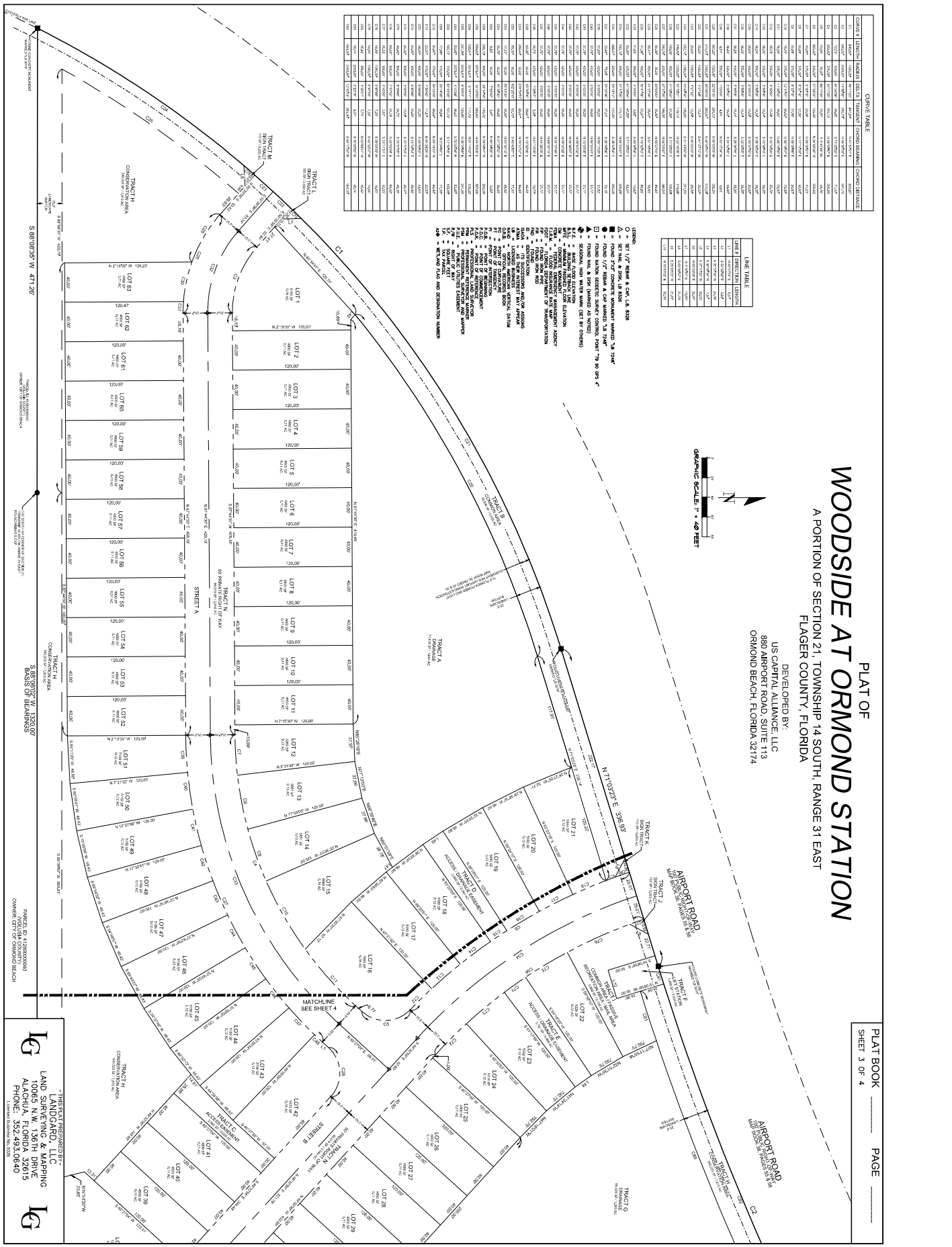
LOT 63

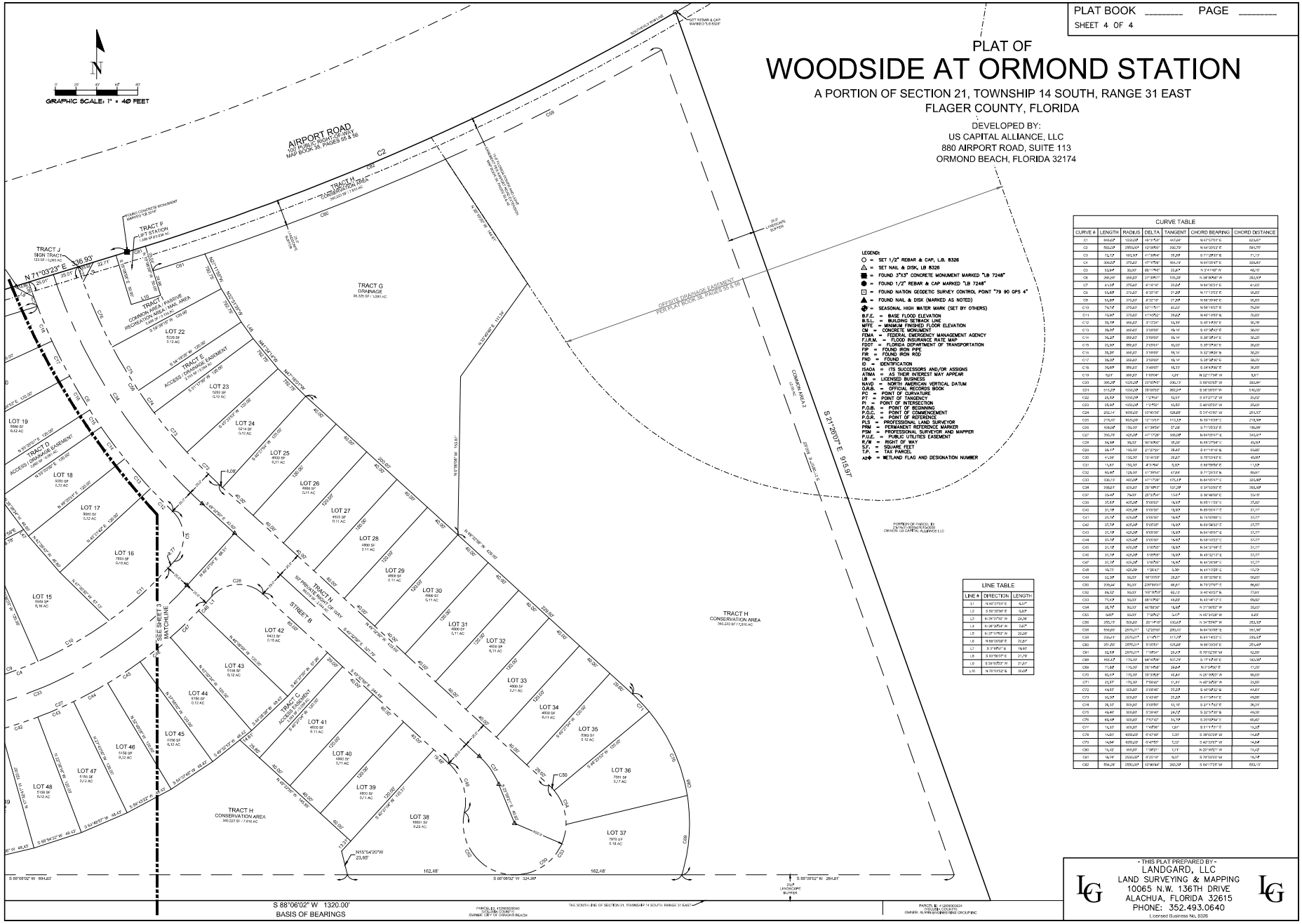

PLAT OF
WOODSIDE AT ORMOND STATION
A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA
DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174
PLAT BOOK ____ PAGE ____
SHEET 3 OF 4
GRAPHIC SCALE: 1" = 40 FEET
S 88°08'35" W 471.26'
S 88°09'02" W 1320.00'
BASIS OF BEARINGS
N71°03'23" E 398.93'
MATCHLINE SEE SHEET 4
AIRPORT ROAD
(A.K.A. STATE ROAD A1A)
MAP BOOK 36, PAGES 85 & 86
STREET A
STREET B
TRACT A DRAINAGE
TRACT B DRAINAGE
TRACT C DRAINAGE
TRACT D ACCESS EASEMENT
TRACT E ACCESS EASEMENT
TRACT F DRAINAGE
TRACT G DRAINAGE
TRACT H CONSERVATION AREA
TRACT I CONSERVATION AREA
TRACT J DRAINAGE
TRACT K DRAINAGE
TRACT L DRAINAGE
TRACT M 50' PRIVATE RIGHT OF WAY
TRACT N 50' PRIVATE RIGHT OF WAY
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33 LOT 34 LOT 35 LOT 36 LOT 37 LOT 38 LOT 39 LOT 40 LOT 41 LOT 42 LOT 43 LOT 44 LOT 45 LOT 46 LOT 47 LOT 48 LOT 49 LOT 50 LOT 51 LOT 52 LOT 53 LOT 54 LOT 55 LOT 56 LOT 57 LOT 58 LOT 59 LOT 60 LOT 61 LOT 62 LOT 63
PARCEL ID: 1031-00-00-0040
(VOLUSIA COUNTY)
OWNER: CITY OF ORMOND BEACH
PARCEL ID: 1031-00-00-0050
(VOLUSIA COUNTY)
OWNER: CITY OF ORMOND BEACH
- THIS PLAT PREPARED BY -
LANDCARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640

PLAT BOOK _____ PAGE _____
SHEET 4 OF 4

# PLAT OF
# WOODSIDE AT ORMOND STATION

A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA

DEVELOPED BY:
US CAPITAL ALLIANCE, LLC
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FLORIDA 32174




LEGEND:
- ○ = SET 1/2" REBAR & CAP, L.B. 8326
- △ = SET NAIL & DISK, LB 8326
- ■ = FOUND 3"X3" CONCRETE MONUMENT MARKED "LB 7248"
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- ▲ = FOUND NAIL & DISK (MARKED AS NOTED)
- ⊕ = SEASONAL HIGH WATER MARK (SET BY OTHERS)

B.F.E. = BASE FLOOD ELEVATION
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F.I.R.M. = FLOOD INSURANCE RATE MAP
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P.U.E. = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
T.P. = TAX PARCEL
= WETLAND FLAG AND DESIGNATION NUMBER

CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|---|---|
| C1 | 344.23' | 1050.28' | 18°47'00" | 173.84' | N 47°57'51" E | 342.64' |
| C2 | 563.28' | 2955.00' | 10°55'00" | 282.79' | N 64°30'02" E | 562.50' |
| C3 | 72.74' | 165.99' | 25°06'34" | 36.94' | N 71°26'33" E | 72.15' |
| C4 | 306.23' | 375.00' | 46°47'00" | 161.16' | N 64°03'47" E | 298.00' |
| C5 | 53.94' | 35.00' | 88°16'42" | 33.97' | N 29°41'58" W | 48.78' |
| C6 | 395.28' | 968.00' | 23°24'01" | 199.98' | N 34°36'58" W | 392.59' |
| C7 | 41.58' | 375.00' | 6°21'16" | 20.82' | N 86°36'51" E | 41.56' |
| C8 | 53.88' | 375.00' | 8°13'51" | 27.00' | N 77°12'57" E | 53.83' |
| C9 | 53.88' | 375.00' | 8°13'51" | 27.00' | N 68°59'06" E | 53.83' |
| C10 | 74.73' | 375.00' | 11°25'01" | 37.52' | N 59°11'03" E | 74.59' |
| C11 | 74.90' | 375.00' | 11°26'32" | 37.62' | N 48°13'57" E | 74.80' |
| C12 | 78.79' | 968.00' | 5°12'24" | 39.39' | S 46°43'50" E | 78.78' |
| C13 | 78.97' | 968.00' | 5°13'03" | 39.50' | S 41°31'47" E | 78.93' |
| C14 | 78.28' | 968.00' | 5°09'49" | 39.14' | S 36°18'54" E | 78.26' |
| C15 | 25.90' | 968.00' | 2°45'01" | 12.95' | S 33°25'32" E | 25.90' |
| C16 | 78.88' | 968.00' | 5°18'09" | 39.47' | S 30°32'28" E | 78.86' |
| C17 | 78.97' | 968.00' | 5°13'03" | 39.50' | S 25°19'25" E | 78.93' |
| C18 | 78.88' | 968.00' | 5°18'09" | 39.47' | S 20°14'20" E | 78.85' |
| C19 | 5.01' | 968.00' | 0°17'46" | 2.51' | S 22°17'54" W | 5.01' |
| C20 | 396.28' | 1025.28' | 22°08'43" | 200.13' | S 69°00'05" W | 393.84' |
| C21 | 315.28' | 1050.28' | 17°11'52" | 159.07' | S 58°19'01" W | 314.20' |
| C22 | 25.90' | 1050.28' | 1°24'44" | 12.95' | S 41°27'12" W | 25.90' |
| C23 | 25.90' | 1050.28' | 1°24'44" | 12.95' | S 40°02'29" W | 25.90' |
| C24 | 252.14' | 1050.28' | 13°45'04" | 126.68' | S 33°10'50" W | 251.57' |
| C25 | 215.01' | 1025.28' | 12°00'51" | 107.79' | N 59°19'28" E | 214.64' |
| C26 | 106.08' | 150.00' | 40°30'57" | 55.28' | S 71°35'53" E | 103.89' |
| C27 | 350.78' | 425.28' | 47°15'28" | 185.98' | N 64°03'47" E | 340.91' |
| C28 | 84.98' | 30.00' | 90°26'00" | 55.26' | N 65°27'06" E | 49.90' |
| C29 | 58.11' | 150.00' | 21°29'54" | 29.43' | S 81°19'58" E | 59.68' |
| C30 | 41.06' | 150.00' | 15°41'09" | 20.67' | S 70°53'47" E | 40.95' |
| C31 | 15.83' | 150.00' | 6°02'46" | 7.92' | S 68°09'50" E | 11.82' |
| C32 | 95.98' | 125.00' | 44°00'00" | 50.38' | S 71°26'07" E | 93.61' |
| C33 | 330.10' | 400.28' | 47°15'28" | 175.13' | N 64°03'47" E | 320.84' |
| C34 | 209.21' | 525.28' | 22°49'27" | 105.98' | S 34°50'50" E | 207.80' |
| C35 | 33.48' | 74.00' | 25°55'34" | 17.04' | S 38°38'59" E | 33.19' |
| C36 | 25.84' | 425.28' | 3°28'52" | 12.93' | N 65°12'29" E | 25.83' |
| C37 | 31.78' | 425.28' | 4°16'55" | 15.90' | N 69°04'17" E | 31.77' |
| C38 | 31.78' | 425.28' | 4°16'55" | 15.90' | N 73°21'12" E | 31.77' |
| C39 | 31.78' | 425.28' | 4°16'55" | 15.90' | N 77°38'07" E | 31.77' |
| C40 | 31.78' | 425.28' | 4°16'55" | 15.90' | N 81°55'02" E | 31.77' |
| C41 | 31.78' | 425.28' | 4°16'55" | 15.90' | N 86°11'58" E | 31.77' |
| C42 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 89°31'07" E | 31.77' |
| C43 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 85°14'12" E | 31.77' |
| C44 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 80°57'17" E | 31.77' |
| C45 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 76°40'22" E | 31.77' |
| C46 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 72°23'27" E | 31.77' |
| C47 | 31.78' | 425.28' | 4°16'55" | 15.90' | S 68°06'32" E | 31.77' |
| C48 | 15.73' | 425.28' | 2°07'01" | 7.86' | N 61°10'28" E | 15.73' |
| C49 | 52.38' | 50.00' | 60°00'00" | 28.87' | S 61°32'56" E | 50.00' |
| C50 | 209.44' | 50.00' | 239°59'01" | 66.67' | N 75°27'07" E | 84.85' |
| C51 | 84.32' | 50.00' | 96°36'58" | 60.13' | S 46°49'27" E | 77.61' |
| C52 | 77.41' | 50.00' | 88°43'58" | 48.89' | N 43°44'12" E | 69.92' |
| C53 | 38.78' | 50.00' | 44°26'59" | 19.86' | N 21°39'55" W | 37.82' |
| C54 | 5.82' | 50.00' | 7°00'52" | 2.91' | N 45°34'28" W | 5.81' |
| C55 | 255.15' | 500.00' | 29°14'10" | 130.64' | N 34°59'47" W | 252.39' |
| C56 | 998.89' | 2570.01' | 22°15'50" | 295.93' | N 64°30'08" E | 992.56' |
| C57 | 230.41' | 2570.01' | 5°08'07" | 115.28' | N 69°14'53" E | 230.33' |
| C58 | 351.20' | 2570.01' | 7°49'51" | 175.89' | N 58°05'05" E | 351.46' |
| C59 | 52.58' | 2570.01' | 1°10'34" | 26.29' | S 70°02'39" W | 52.58' |
| C60 | 169.41' | 175.00' | 55°28'58" | 92.29' | S 17°14'58" E | 162.84' |
| C61 | 77.68' | 175.00' | 25°25'58" | 39.48' | N 72°04'06" E | 77.05' |
| C62 | 96.14' | 175.00' | 31°28'58" | 49.41' | N 25°19'57" W | 94.93' |
| C63 | 25.87' | 175.00' | 8°28'00" | 12.91' | N 48°34'58" W | 25.85' |
| C64 | 44.62' | 500.00' | 5°06'48" | 22.33' | S 46°58'32" E | 44.61' |
| C65 | 35.99' | 500.00' | 4°07'48" | 18.00' | S 41°34'44" E | 35.98' |
| C66 | 28.32' | 500.00' | 3°14'59" | 14.16' | S 37°17'57" E | 28.31' |
| C67 | 15.37' | 500.00' | 1°45'56" | 7.69' | S 33°11'51" E | 15.36' |
| C68 | 14.60' | 1050.28' | 0°47'48" | 7.30' | S 39°10'29" W | 14.60' |
| C69 | 14.94' | 1025.28' | 0°47'55" | 7.47' | S 40°10'07" W | 14.94' |
| C70 | 15.42' | 968.00' | 1°38'21" | 7.71' | N 20°38'21" W | 15.42' |
| C71 | 14.78' | 2550.00' | 0°19'55" | 5.37' | S 70°50'03" W | 14.78' |
| C72 | 894.28' | 2550.00' | 12°40'44" | 560.09' | S 64°17'37" W | 693.15' |

- THIS PLAT PREPARED BY -
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

LINE TABLE

| LINE # | DIRECTION | LENGTH |
|---|---|---|
| L1 | N 40°37'04" E | 5.31' |
| L2 | S 76°35'06" E | 5.82' |
| L3 | N 28°37'26" W | 24.28' |
| L4 | N 28°36'54" W | 7.47' |
| L5 | N 27°14'43" W | 25.00' |
| L6 | N 84°09'58" E | 20.82' |
| L7 | S 27°14'43" E | 19.92' |
| L8 | S 83°09'37" E | 21.79' |
| L9 | S 59°15'57" W | 21.27' |
| L10 | N 76°19'19" E | 50.24' |

SKETCH AND DESCRIPTION
LOCATED IN SECTION 21, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
***THIS IS NOT A BOUNDARY SURVEY***

**EXHIBIT "B"**
**Page 1 of 2**

## DESCRIPTION:

A PARCEL OF LAND FOR THE PURPOSE OF PRIVATE RIGHT OF WAY SITUATED IN SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21, THENCE SOUTH 88°08'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 471.26 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET) AS SHOWN ON THE PLAT OF AIRPORT ROAD EXTENSION, AS RECORDED IN MAP BOOK 38, PAGES 55 AND 56 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID INTERSECTION BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 32°07'44" EAST, 266.02 FEET; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY CURVE, THROUGH A CENTRAL ANGLE OF 14°33'19", AN ARC LENGTH OF 266.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 2°43'46", AN ARC LENGTH OF 50.02 FEET, SAID LAST CALL BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 40°46'17" EAST, 50.01 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 50°35'36" EAST, A DISTANCE OF 52.44 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°25'33" EAST, 71.13 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°39'54", AN ARC LENGTH OF 72.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 87°44'30" EAST, A DISTANCE OF 428.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 64°05'47" EAST, 300.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°17'26", AN ARC LENGTH OF 309.52 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°27'04" EAST, A DISTANCE OF 8.77 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°41'48" WEST, 48.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°17'46", AN ARC LENGTH OF 53.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°00'56" WEST, 262.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°39'31", AN ARC LENGTH OF 265.50 FEET TO AFOREMENTIONED EASTERLY RIGHT OF WAY LINE AND TO THE END OF SAID CURVE; THENCE NORTH 71°03'23" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 500.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 34°55'47" EAST, 252.39 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°14'18", AN ARC LENGTH OF 255.15 FEET TO THE END OF SAID CURVE; THENCE SOUTH 49°32'56" EAST, A DISTANCE OF 433.69 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 70°27'07" WEST, 86.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 239°59'51", AN ARC LENGTH OF 209.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°32'56" WEST, 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°00'00", AN ARC LENGTH OF 52.36 FEET TO THE END OF SAID CURVE; THENCE NORTH 49°32'56" WEST, A DISTANCE OF 244.48 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°27'04" WEST, 49.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 54.98 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°27'04" WEST, A DISTANCE OF 8.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 425.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 64°05'47" WEST, 340.91 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°17'26", AN ARC LENGTH OF 350.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°44'30" WEST, A DISTANCE OF 428.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 71°25'33" WEST, 106.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°39'54", AN ARC LENGTH OF 109.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 50°35'36" WEST, A DISTANCE OF 53.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 2.044 ACRES, MORE OR LESS.

NOTES:
1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
5. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".

FRED M. FRANKLIN LICENSE NUMBER 7192 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

DRAWING DATE: 11-18-2023
DRAWN BY: L.G.
REVISION: N/A
PROJECT NUMBER: 23-004
CERTIFIED TO: US CAPITAL ALLIANCE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. LS 7192
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

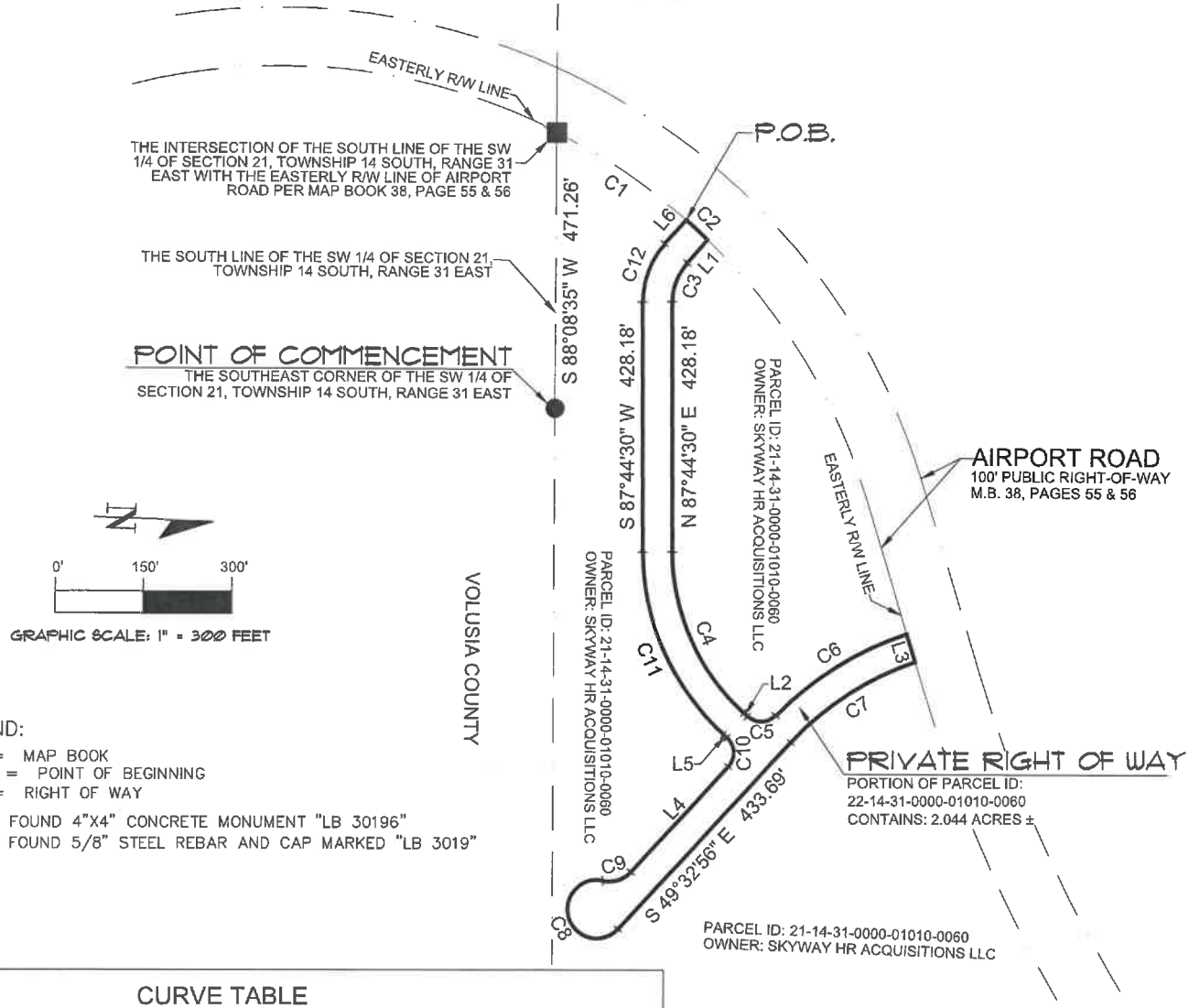
FRED M. FRANKLIN
7-7-2025
PROFESSIONAL SURVEYOR AND MAPPER

LandGard, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

SHEET NUMBER: 1 OF 2

# SKETCH AND DESCRIPTION
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
***THIS IS NOT A BOUNDARY SURVEY***

**EXHIBIT "B"**
**Page 2 of 2**




LEGEND:
M.B. = MAP BOOK
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
■ = FOUND 4"X4" CONCRETE MONUMENT "LB 30196"
● = FOUND 5/8" STEEL REBAR AND CAP MARKED "LB 3019"

## CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|---|---|
| C1 | 266.74' | 1050.00' | 14°33'19" | 134.09' | N 32°07'44" E | 266.02' |
| C2 | 50.02' | 1050.00' | 2°43'46" | 25.01' | N 40°46'17" E | 50.01' |
| C3 | 72.72' | 100.00' | 41°39'54" | 38.05' | S 71°25'33" E | 71.13' |
| C4 | 309.52' | 375.00' | 47°17'26" | 164.19' | N 64°05'47" E | 300.80' |
| C5 | 53.94' | 35.00' | 88°17'46" | 33.97' | N 3°41'48" W | 48.76' |
| C6 | 265.50' | 550.00' | 27°39'31" | 135.39' | N 34°00'56" W | 262.93' |
| C7 | 255.15' | 500.00' | 29°14'18" | 130.42' | S 34°55'47" E | 252.39' |
| C8 | 209.44' | 50.00' | 239°59'51" | 86.61' | S 70°27'07" W | 86.60' |
| C9 | 52.36' | 50.00' | 60°00'00" | 28.87' | N 19°32'56" W | 50.00' |
| C10 | 54.98' | 35.00' | 90°00'00" | 35.00' | S 85°27'04" W | 49.50' |
| C11 | 350.78' | 425.00' | 47°17'26" | 186.08' | S 64°05'47" W | 340.91' |
| C12 | 109.08' | 150.00' | 41°39'54" | 57.08' | N 71°25'33" W | 106.69' |

## LINE TABLE

| LINE # | DIRECTION | LENGTH |
|---|---|---|
| L1 | S 50°35'36" E | 52.44' |
| L2 | N 40°27'04" E | 8.77' |
| L3 | N 71°03'23" E | 50.01' |
| L4 | N 49°32'56" W | 244.48' |
| L5 | S 40°27'04" W | 8.51' |
| L6 | N 50°35'36" W | 53.63' |

NOTES:
1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA EAST COORDINATE ZONE (NAD 83).
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
4. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".

SURVEY DATE: 11-18-2023
DRAWN BY: LG
REVISION: N/A
PROJECT NUMBER: 23-004
CERTIFIED TO:
US CAPITAL ALLIANCE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. LS 7192
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FRED M. FRANKLIN

SEE SHEET ONE OF TWO

PROFESSIONAL SURVEYOR AND MAPPER


LandGard, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326


SHEET NUMBER: 2 OF 2

# WOODSIDE AT ORMOND STATION

## SITE DEVELOPMENT PLAN

### FLAGLER COUNTY, FL

**APPROVED**
**Site Plan Review Committee**
*Approval of plans does not grant permission for any violation of any applicable law, code or ordinance

**Site Plan-Woodside at Ormond Station**
**2024.04.16_signed-2024-04-17_v3**

**Stamped by: Steven Spraker**
**Date: 05/06/2024**


OWNER:
U.S. CAPITAL ALLIANCE, LLC
880 AIRPORT RD., SUITE 113
ORMOND BEACH, FL 32174
732-552-5154
EMAIL: JBEREN@HUNTERSRIDGEFL.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
LANDGARD, LLC
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PH.( 352) 493-0640

ENVIRONMENTALIST:
ECS FLORIDA, LLC
11554 DAVIS CREEK COURT
JACKSONVILLE, FL 32256
904-880-0960
EMAIL: JLBRINSON@ECSLIMITED.COM

LANDSCAPE ARCHITECT:
BEEBE & ASSOCIATES, INC.
250 PALM COAST PARKWAY, NE
SUITE 607 PMB 128
PALM COAST, FL 321371
386-931-1202
EMAIL: MICHAEL@BEEBEASSOCIATES.COM


LOCATION MAP (N.T.S.)




FLOOD MAP




FLOOD ZONE X - MAP 12035C0345E

VICINITY MAP




SOILS MAP



2: RIVIERA FINE SAND — SOIL GROUP A/D
12: PLACID, BASINGER AND ST JOHNS SOILS — SOIL GROUP A/D
40: POMONA FINE SAND — SOIL GROUP B/D

FLU MAP




FLU: MIXED USE - LOW INTENSITY & CONSERVATION

ZONING MAP




ZONING: PUD - PLANNED UNIT DEVELOPMENT & CONSERVATION

### SITE DATA:

SITE AREA:
TOTAL SITE AREA = 21.236 AC
DEVELOPMENT AREA = 13.274 AC

FLOOD ZONE:
X - MAP 12035C0345E D REV. 08/06/2018

ZONING:
PUD - PLANNED UNIT DEVELOPMENT & CONSERVATION

FUTURE LAND USE:
MIXED USE: LOW INTENSITY & CONSERVATION

EXISTING USE:
VACANT

| IMPERVIOUS SURFACES: | |
|---|---|
| SIDEWALK: | 10,898 SF |
| ROADS: | 48,253 SF |
| LOTS (ASSUME 65%) | 216,239 SF |
| PROPOSED IMPERVIOUS SURFACE: | 275,390 SF (6.322 AC) (30%) |
| PROPOSED PERVIOUS AREA: | 649,632 SF (14.913 AC) (70%) |

PROPOSED POND AREA:
127,940 SF (2.937 AC)

| WETLAND IMPACTS: | |
|---|---|
| TOTAL EXISTING: | 211,403 SF (4.853 AC) |
| PRESERVED: | 75,594 SF (1.735 AC) |
| IMPACTS: | 135,809 SF (3.118 AC) |
| WETLAND BUFFER: | 25' |

| LOT CRITERIA: | |
|---|---|
| MINIMUM DEPTH: | 120' |
| MINIMUM WIDTH: | 40' |
| SETBACKS | |
| FRONT | 25' |
| REAR | 20' |
| SIDE | 5' |

| BUILDINGS: | |
|---|---|
| MAXIMUM BUILDING HEIGHT: | 35' |
| # OF RESIDENTIAL UNITS PROPOSED: | 63 |
| DENSITY: | 2.97 UNITS/AC |
| PRICE RANGE(S/SF OF CONDITIONED SPACE): | $250-300/SF |

### PROPOSED USES:

SINGLE FAMILY SUBDIVISION/RESIDENTIAL

### STATEMENT OF INTENT

TO CONSTRUCT A PLANNED RESIDENTIAL DEVELOPMENT WITH ASSOCIATED UTILITY INFRASTRUCTURE

**GENERAL NOTES:**

1. CONTRACTOR SHALL VERIFY ALL PERTINENT FEATURES WHICH MAY AFFECT HIS BID PRIOR TO BIDDING THE PROJECT. DISCREPANCIES NOTED DURING CONSTRUCTION WILL NOT BE CONSIDERED CAUSE FOR EXTRA PAYMENT ON ANY OF THE PAY ITEMS IN THE CONTRACT.
2. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ACCURATELY ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION
3. CONTRACTOR SHALL IMMEDIATELY NOTIFY DESIGN ENGINEER, THE COUNTY INSPECTOR, AND THE CITY OF ORMOND BEACH, OF ANY DISCREPANCIES FOUND ON THE PLANS.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY WITHOUT DELAY BY TELEPHONE.
5. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", & THE 2021 FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
6. A MINIMUM OF ONE(1) COMPACTION TEST PER 300 LINEAL FEET OF ROADWAY IS REQUIRED. A COPY OF THE TEST REPORTS SHALL BE GIVEN TO THE FLAGLER COUNTY'S DESIGNATED INSPECTOR.
7. TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.
8. UNSTABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIALS.
9. CONSTRUCTION SHALL INCLUDE REPLACING, WITH MATCHING MATERIALS, THE DRIVEWAYS, WALKS, MAILBOXES, CURBS AND LANDSCAPING THAT ARE DAMAGED OR REMOVED DUE TO CONSTRUCTION, THIS WORK SHALL BE COORDINATED WITH PROPERTY OWNERS.
10. ALL STORM SEWER LINES AND INLETS SHALL BE CLEARED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.
11. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED SHOULD BE BROUGHT TO THE ATTENTION OF, FLAGLER COUNTY AND THE DESIGN ENGINEER.
12. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
13. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY PERFORMED BY A REGISTERED SURVEYOR. SURVEY SHALL INDICATE AS-BUILT OF ALL IMPROVEMENTS.
14. THE CONTRACTOR SHALL CALL FOR LOCATES 2 BUSINESS DAYS PRIOR TO STARTING CONSTRUCTION.
15. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
16. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO FLAGLER COUNTY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
17. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
18. A FINAL INSPECTION, TO BE CONDUCTED BY FLAGLER COUNTY, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY FLAGLER COUNTY ONCE AS-BUILT DRAWINGS AND CLEARANCES HAVE BEEN SUBMITTED.
19. A COMPLETE SET OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO FLAGLER COUNTY PRIOR TO REQUESTING A FINAL INSPECTION.
20. ADJACENT ROADWAYS ARE TO BE SWEPT DAILY TO MAINTAIN PUBLIC ROADS FREE FROM DIRT/DEBRIS. CONTRACTOR TO PROVIDE WEEKLY INSPECTION. WATER TRUCK TO REMAIN ON-SITE TO KEEP DUST UNDER CONTROL

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF AIRPORT ROAD (HAVING A RIGHT OF WAY WIDTH OF 100 FEET), AS SHOWN ON THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 38 AND 39 OF PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 88°06'02" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1325.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°06'02" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1320.00 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 21; THENCE SOUTH 88°08'35" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 471.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°57'01" EAST, 823.87 FEET; THENCE ALONG THE EASTERLY AND SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH THE FOLLOWING THREE (3) COURSES: 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°11'53", AND ARC LENGTH OF 846.62 FEET TO THE END OF SAID CURVE; 2) THENCE NORTH 71°03'23" EAST, A DISTANCE OF 336.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2550.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 64°30'03" EAST, 581.75 FEET; 3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°06'00", AND ARC LENGTH OF 583.02 FEET; DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SOUTH 21°26'07" EAST, A DISTANCE OF 915.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 21.236 ACRES, MORE OF LESS

| Sheet Number | Sheet Title |
|---|---|
| C00 | COVER |
| C01 | OVERALL LAYOUT, EROSION CONTROL, & WETLAND IMPACTS |
| C02 | LAYOUT PLAN |
| C03 | LAYOUT PLAN |
| C04 | GRADING PLAN |
| C05 | GRADING PLAN |
| C06 | OVERALL UTILITY PLAN |
| C07 | PLAN AND PROFILE |
| C08 | PLAN AND PROFILE |
| C09 | PLAN AND PROFILE |
| C10 | PLAN AND PROFILE |
| C11 | OFFSITE KEYMAP |
| C12 | WATER MAIN - PLAN AND PROFILE |
| C13 | WATER MAIN - PLAN AND PROFILE |
| C14 | WATER MAIN & FORCE MAIN - PLAN AND PROFILE |
| C15 | WATER MAIN & FORCE MAIN - PLAN AND PROFILE |
| C16 | WATER MAIN & FORCE MAIN - PLAN AND PROFILE |
| C17 | WATER MAIN & FORCE MAIN - PLAN AND PROFILE |
| C18 | WATER MAIN & FORCE MAIN - PLAN AND PROFILE |
| C19 | FORCE MAIN - PLAN AND PROFILE |
| C20 | FORCE MAIN - PLAN AND PROFILE |
| C21 | WATER MAIN - PLAN AND PROFILE |
| C22 | DETAILS |
| C23 | DETAILS |
| C24 | DETAILS |
| C25 | DETAILS |
| C26 | DETAILS |
| C27 | DETAILS |
| C28 | DETAILS |
| C29 | DETAILS |
| C30 | LIFT STATION DETAILS |
| C31 | FDOT DETAILS |
| C32 | FDOT DETAILS |
| C33 | FDOT DETAILS |
| C34 | FDOT DETAILS |
| C35 | RECLAIMED WATER DETAILS |
| C36 | RECLAIMED WATER DETAILS |
| C37 | DIRECTIONAL DRILL DETAILS |


THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927


WOODSIDE AT ORMOND STATION
FLAGLER COUNTY, FL
COVER-CONST PLANS - C001 COVER

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 3 | 01/03/24 | PER CITY COMMENTS | KAB |
| 2 | 08/24/23 | PER COUNTY COMMENTS | KAB |
| 1 | 07/21/23 | PER COUNTY COMMENTS | KAB |

| | |
|---|---|
| DESIGNER KAB | DRAWN BY SGB |
| FILE 2221-1 | PROJECT 2221-1 |
| DATE 06/27/2023 | SCALE N/A |

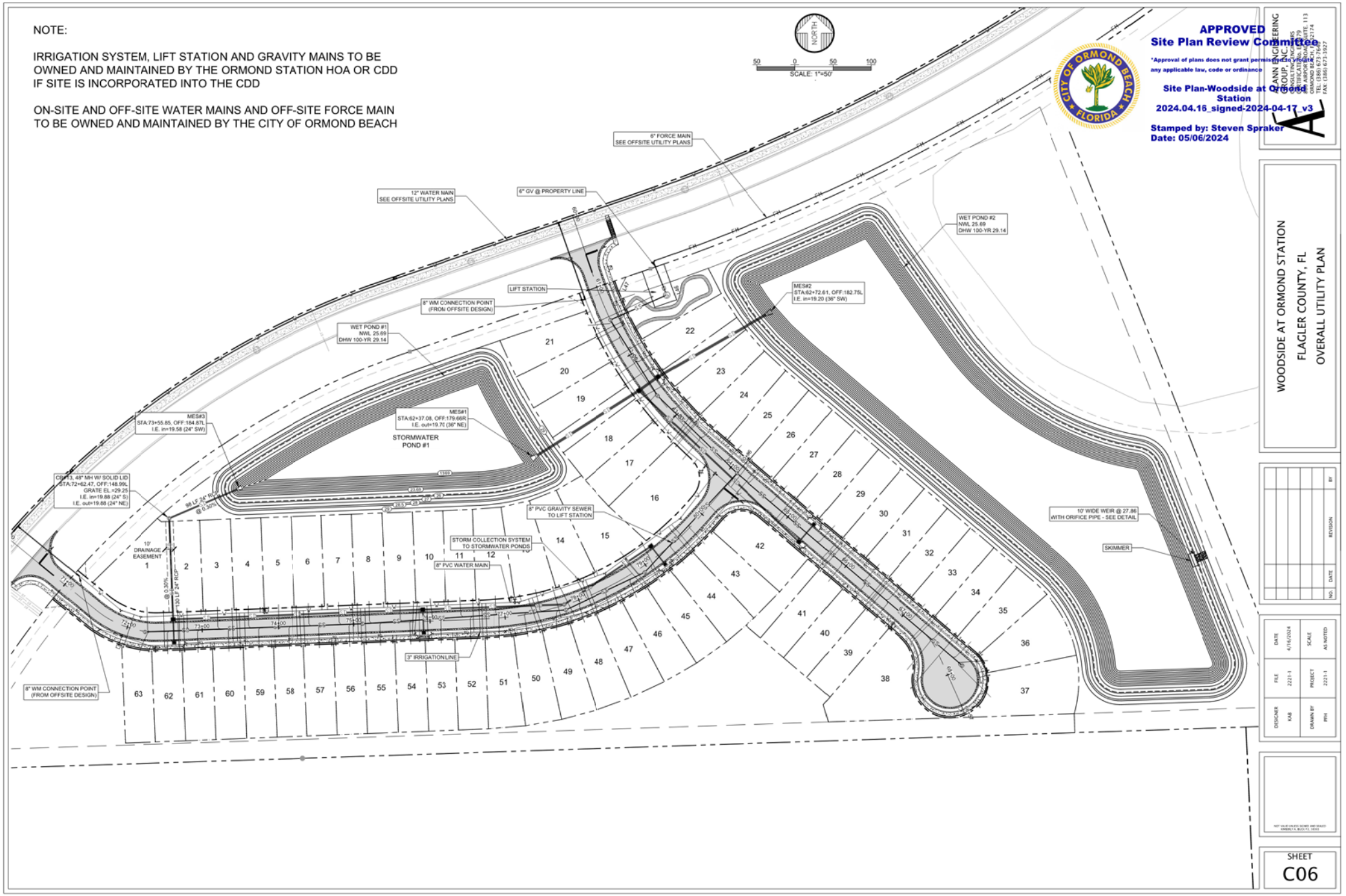
2024.04.17 18:28:43 -04'00'

SHEET C00

NOTE:

IRRIGATION SYSTEM, LIFT STATION AND GRAVITY MAINS TO BE OWNED AND MAINTAINED BY THE ORMOND STATION HOA OR CDD IF SITE IS INCORPORATED INTO THE CDD

ON-SITE AND OFF-SITE WATER MAINS AND OFF-SITE FORCE MAIN TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH




**APPROVED**
**Site Plan Review Committee**

*Approval of plans does not grant permission to violate any applicable law, code or ordinance

**Site Plan-Woodside at Ormond Station**
**2024.04.16_signed-2024-04-17_v3**

**Stamped by: Steven Spraker**
**Date: 05/06/2024**


ADAMS ENGINEERING GROUP, INC.
CIVIL ENGINEERING
CERTIFICATE OF AUTHORIZATION #30985
CERTIFICATE OF AUTHORIZATION #LB 8279
401 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-3926
FAX: (386) 673-3927


WOODSIDE AT ORMOND STATION
FLAGLER COUNTY, FL
OVERALL UTILITY PLAN

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| | | | |

| DESIGNER | DRAWN BY | FILE | PROJECT |
|---|---|---|---|
| KAB | PRH | 2221-1 | 2221-1 |

| DATE | SCALE |
|---|---|
| 4/16/2024 | AS NOTED |

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BOLES P.E. 59355

SHEET
C06

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.H. |
| **Section** | CONSENT AGENDA | **Category** | Resolution |
| **Subject** | 205 South Atlantic Avenue, Spark by Hilton, Geometric Patterns | | |
| **Recommended Action** | It is recommended the City Commission approve the requested geometric patterns as part of a commercial paint permit at 205 South Atlantic Avenue. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |


Summary

This is a request from Lippe Construction Services, Inc., the contractor for property owner South Atlantic VII, LLC, to permit existing geometric patterns as part of a commercial paint permit for the building located at 205 South Atlantic Avenue, which operates as the Spark by Hilton hotel. During a signage permit review of this property, it was determined that portions of the building had been painted with geometric patterns. The purpose of this agenda item is to either approve the existing geometric patterns on the building or require repainting if the geometric patterns are denied.


The property owner purchased the property at 205 South Atlantic Avenue in August 2023 and is seeking a commercial paint permit. The commercial paint review with geometric patterns is required to obtain City Commission authorization based upon Section 3-68(3) of the Land Development Code, which states (3) Colors. Colors of all building surfaces shall comply with the following requirements:

1. Colors shall be earth tones and pastels. The selection of earth tones shall be in accordance with the definition provided in this Land Development Code. The selection of pastels shall be limited to those colors having a minimum white content of ninety percent (90%) (measured by spectrum, not volume). The requirement for earth tones and pastels shall not apply to colors commonly found in natural materials such as brick or stone, unless such material has been artificially colored in a manner which would be contrary to the intent of these regulations.
2. Other colors, including pure white but excluding fluorescents, shall only be permitted as accent colors, not to exceed twenty percent (20%) of the surface area of any one (1) elevation.

3. A color or color scheme which is directly inherent to a unique recognized architectural style, but not otherwise in compliance with this section may be permitted through the special exception review process.
4. Building colors shall be consistent around the entire building.
5. Stripes and geometric patterns shall be specifically prohibited. Stripes and geometric patterns may be approved by the city commission where there are extensive areas of facade, the patterns are part of an overall architectural theme, and the colors are subtle.
6. A paint permit shall be required prior to the painting or repainting of any structure. The applicant has included a letter regarding the request and highlights the following aspects of the paint application:
    - The geometric pattern is limited in scope, occupying less than 20% of any single elevation.It is located at architecturally prominent areas—such as the port cochere and building entry—and helps activate these areas visually.
    - It is not applied in an ornamental or exaggerated fashion, but rather as a unifying brand identity element that blends harmoniously with the building form.
    - The design achieves the intent of the code by using soft, cohesive colors and integrating the pattern into the overall architecture in a tasteful and purposeful manner.

Planning staff previously acknowledged the difficulty in breaking up the building mass of large oceanfront buildings. The City Commission has previously approved geometric patterns and lighting design for buildings at 621 South Atlantic Avenue (Casa del Mar), 505 South Atlantic Avenue (Lotus), and 485 South Atlantic Avenue (The Maverick Resort). The Publix at 101 East Granada Boulevard was also approved for geometric patterns.

During the planning staff's review, there is no objection to the existing geometric patterns on the building’s façade. The Land Development Code allows non-pastel colors on buildings, provided they do not exceed 20%. The commercial paint permit does not exceed the 20% limitation, and the request is for the geometric patterns on the building. There is also a desire for existing oceanfront hotel property owners to invest and reinvest in their existing buildings.

Financial Impact

None

Citizen Impact

The maintenance and modernization of existing buildings along the beachfront is crucial to the success of the South Atlantic Avenue corridor. The Land Development Code establishes a process to allow property owners to seek alternatives to the standard Land Development Code color regulations, including geometric patterns. Past projects have successfully implemented geometric patterns with positive aesthetic results. Staff believe that the commercial paint permit application will have a positive impact on citizens and visitors, updating the existing building.

Attachments

1. 25-132 205 SAA geometric patterns (P25-0101G)
2. Exhibit A
3. Hilton Spark City Commission Letter
4. 205 SAA Existing Pictures

**RESOLUTION NO. 2025-132**

A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS ON THE FACADE OF THE "SPARK BY HILTON" BUILDING LOCATED AT 205 SOUTH ATLANTIC AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** Lippe Construction Services, Inc., a Foreign Profit Corporation (the "Applicant"), has applied for a commercial paint permit and requested City Commission approval on behalf of the property owner, SouthAtlantic VII, LLC, to allow the existing geometric patterns to remain on the facades of the south and west elevations of the "Spark by Hilton" building, located at 205 South Atlantic Avenue, Ormond Beach, and

**WHEREAS,** Paragraph (3), Colors, of Section 3-68, General design criteria, of Article VI, Architectural Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* requires approval by the City Commission to permit the use of geometric patterns where there are extensive areas of facade, the patterns are part of an overall architectural theme, and the colors are subtle, now therefore,

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

**SECTION ONE.** The City Commission hereby finds that the Applicant has met the criteria set forth in the *Land Development Code* and approves the use of geometric patterns on the facades of the south and west elevations of the "Spark by Hilton " building located at 205 South Atlantic Avenue, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025**.

_____

**JASON LESLIE**
Mayor

**ATTEST:**

_____

**SUSAN CARROLL DAUDERIS**
City Clerk

ELEVATION FINISH KEYNOTES:

F1 CLEAN ENTIRE EXTERIOR OF BUILDING. PREP FOR PAINT.

F2 REPLACE ALL EXTERIOR WALL SCONCES WITH L-11.

F3 CLEAN, REPAIR AND PAINT EXTERIOR FINISHES, EXHAUST LOUVERS AND PIPES, EXTERIOR DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, AND OTHER WALL COMPONENTS TO MATCH ADJACENT WALL COLORS TYP. REPAIR ALL SOFFITS PRIOR TO PAINTING.

F4 PAINT PTAC GRILLES PT-22 TYP.

F5 PROVIDE THE SPARK BY HILTON STATEMENT MURAL. PAINT STATEMENT MURAL WALL WITH PT-24.

F6 PAINT THE OVERALL BUILDING PT-20 TYP.

F7 PAINT ACCENT PT-21 TYP.

F8 PAINT TRIM/DETAILS PT-22 TYP.

F9 PAINT GUESTROOM DOORS AND TRIM PT-04 TYP.

F10 CLEAN GLASS AND FRAMES AT WINDOWS AND STOREFRONTS TYP. REPLACE ALL WINDOWS THAT ARE FOGGY, DAMAGED, AND/OR HAVE BROKEN SEALS OR RUSTED FRAMES, INCLUDING WINDOWS INTO GUESTROOM BATHROOMS @ EXT. CORRIDOR.

F11 CLEAN THE DECORATIVE DRIVE LANE UNDER THE PORTE COCHERE.

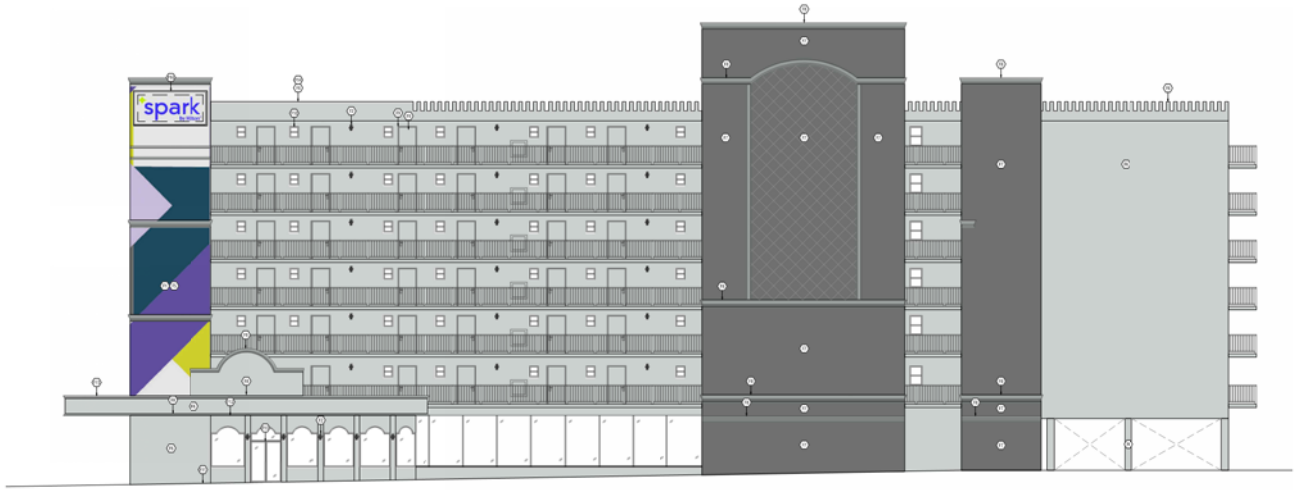
F12 OWNER TO PROVIDE NEW WEIGHT SIGNS ON BOTH SIDES OF THE PORTE COCHERE, GC TO INSTALL.

F13 OWNER TO REPLACE ELECTRONIC LOCK AND "BUILDING LOCKED - KEY CARD REQUIRED" SIGNAGE WHERE CURRENTLY PROVIDED. OWNER TO PROVIDE NEW ELECTRONIC LOCK AND SIGNAGE WHERE NOT CURRENTLY PROVIDED @ SECONDARY ENTRANCES.

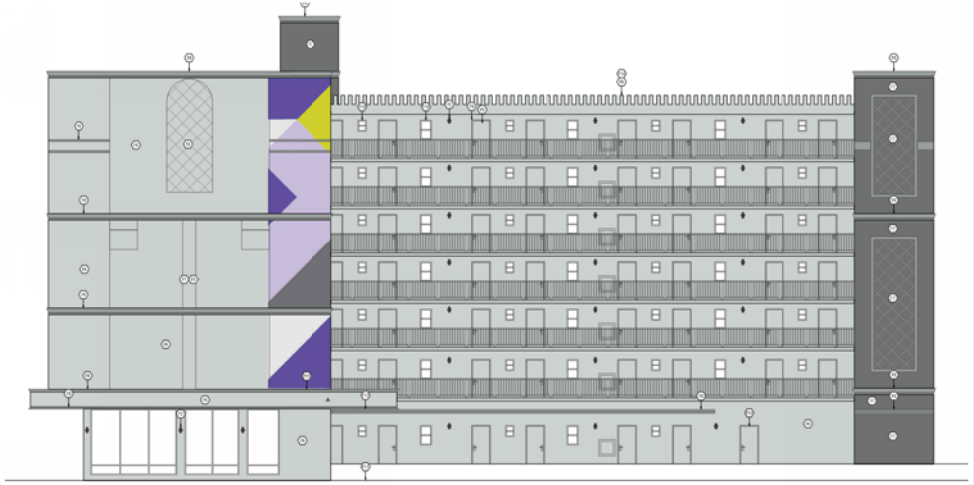
F14 PAINT PARAPET CAP TO MATCH NEW COLOR SCHEME.

F15 PAINT ALL SURFACES (FLOORS AND WALLS) @ SUNDECK PT-20.

F16 OWNER TO PROVIDE AND INSTALL NEW EXTERIOR SIGNAGE.




SOUTH ELEVATION | SCALE: 3/32" = 1'-0" | 2



WEST ELEVATION | SCALE: 3/32" = 1'-0" | 1

MAGNA HOSPITALITY GROUP

OWNER

MAGNA HOSPITALITY GROUP
300 Centerville Road #300E
Warwick, RI 02886
(401) 886-4484

ISSUE:

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/06/23 | Construction Set |
| 2 | 11/09/23 | Rev 1 |

DESIGN INTENT ONLY

PROJECT:
ORMOND BEACH
SPARK BY HILTON
205 S Atlantic Ave,
Ormond Beach, FL 32176

DATE: 11/9/2023

SHEET NAME:

EXTERIOR ELEVATION

SHEET NO:

ID200


Spark

GoPermit

9061 Woodlark Terrace. Boynton Beach, FL 33436

631.882.4718 ◆ gopermit@gmail.com

June 24, 2025

**City Commission**
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

**RE: Request for Approval of Geometric Pattern and Branded Exterior Color Palette – Spark by Hilton at 205 S. Atlantic Avenue, Ormond Beach, FL 32176 (B-6 Zoning District)**

Dear Honorable Mayor and City Commissioners,

On behalf of our entire project team, we are pleased to submit this formal request for approval to incorporate a brand-specific geometric pattern and color scheme into the exterior design of the Spark by Hilton hotel located at 205 S. Atlantic Avenue, within the B-6 Oceanfront Tourist Commercial Zoning District. We are incredibly enthusiastic about this opportunity to deliver a vibrant and high-quality hospitality destination to the heart of Ormond Beach's oceanfront corridor and deeply value the city's commitment to architectural integrity and coastal character.

## Background & Vision

The Spark by Hilton brand is designed to offer guests a thoughtfully simplified, stylish, and affordable lodging experience in desirable locations. Each Spark hotel maintains a clean, modern design featuring an identifiable visual focal point—typically expressed through a modest, brand-approved geometric pattern and accent palette—positioned at the front entry or other prominent location to reinforce wayfinding and guest recognition. This treatment is consistent across all Spark properties and forms a vital part of Hilton's national design guidelines.

Our proposed design at 205 S. Atlantic Ave thoughtfully integrates this element in a way that complements the building architecture, supports Ormond Beach's tourism goals, and enhances the pedestrian streetscape experience.

## Code Review & Justification

We are aware that **Section 3-68(3)(d)** of the City of Ormond Beach Land Development Code generally prohibits geometric patterns but also provides a specific mechanism for approval through the City Commission. The code states:

> *"Stripes and geometric patterns shall be specifically prohibited. Stripes and geometric patterns may be approved by the city commission where there are extensive areas of façade, the patterns are part of an overall architectural theme, and the colors are subtle."*

In support of this provision, we wish to highlight that:

- The geometric pattern is limited in scope, occupying less than 20% of any single elevation.
- It is located at architecturally prominent areas—such as the port cochere and building entry—and helps activate these areas visually.
- It is not applied in an ornamental or exaggerated fashion, but rather as a unifying brand identity element that blends harmoniously with the building form.
- The design achieves the intent of the code by using soft, cohesive colors and integrating the pattern into the overall architecture in a tasteful and purposeful manner.

## Branded Color Palette Compliance

The accompanying paint specifications include a variety of tones drawn from Hilton's national standards and adapted to suit the coastal environment. As defined in **Section 3-68(3)(b)**:

> *"Colors shall be earth tones and pastels... Other colors, including pure white but excluding fluorescents, shall only be permitted as accent colors, not to exceed twenty percent (20%) of the surface area of any one (1) elevation."*

We are pleased to confirm that:

- **Primary surfaces** of the building use compliant pastel and neutral tones, such as Benjamin Moore "Sterling" and "Timber Wolf" and Sherwin Williams "Passive" and "African Gray," which are subtle, light-reflective, and highly compatible with nearby coastal architecture.
- **Accent colors** used in the geometric pattern—including "Moscow Midnight," "African Violet," "Majestic Purple," "Wisteria," and "Frolic"—are all low-VOC, non-fluorescent, and thoughtfully applied within the code's 20% area limit.
- **The color scheme**, while rooted in brand identity, aligns with the definition of subtlety and harmony envisioned in the City's Land Development Code.

Additionally, **Section 3-68(3)(e)** provides the following allowance:

> *"A color or color scheme which is directly inherent to a unique recognized architectural style, but not otherwise in compliance with this section may be permitted through the special exception review process."*

The Spark by Hilton concept and associated branding are fully compliant with Hilton's national franchise standards and have been reviewed and approved at the corporate level through their architectural design team. The colors proposed are not arbitrary, but rather part of a nationally recognized, intentional architectural identity. We respectfully submit that this qualifies under the special exception criteria, particularly given the minor, integrated nature of the pattern and colors proposed.

## Project Alignment with B-6 District Goals

Per **Section 2-27 of the Land Development Code**, the B-6 zoning district was created specifically to encourage the development of high-quality transient lodging in a way that preserves ocean breezes, public access, coastal viewsheds, and enhances the character of the built environment.

Our design fulfills this intent through:

- A modernized hospitality offering that meets tourism and lodging goals

- An articulated and attractive exterior façade using branding elements to elevate visual identity
- Integration of Hilton’s national standards while maintaining compliance with local development regulations

This is not simply a new hotel; it is a reinvestment into the future of Ormond Beach’s oceanfront. We are excited to deliver a building that will be welcoming, visually engaging, and brand-consistent while fully compatible with the community’s architectural goals.

## Conclusion

We appreciate the City's thoughtful approach to design regulation and its willingness to allow creative flexibility under certain conditions. We believe this proposal exemplifies how a national hospitality brand can work in partnership with a local government to achieve a mutually beneficial design outcome that is both beautiful and compliant.

We thank you sincerely for your time and consideration of this request. Should any questions arise, or if you would like to schedule a presentation or further discussion, we welcome the opportunity to collaborate.

Respectfully submitted,



Jennifer Ronneburger
CEO - GoPermit
gopermit@gmail.us
631-882-4718

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-20** |
| Scheme: | Spring Scheme | Item Name: | Overall Paint @ Building Exterior |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | | Program: | **BASIS OF DESIGN** |

| | | |
|---|---|---|
| Manufacturer: | **Benjamin Moore** | **Sherwin Williams** |
| Address: | 101 Paragon Dr.<br>Montvale, NJ 07645 | 101 Prospect Ave.<br>Cleveland, OH 44115 |
| Phone: | 201.949.6232 | 412.953.9872 |
| Contact: | Bethannie Weinowitz | Matt Wessel |
| E-mail: | Bethannie.Weinowitz@Benjaminmoore.com | matthew.m.mwessel@sherwin.com |
| Web: | www.benjaminmoore.com | www.sherwin-williams.com |

Color: Benjamin Moore: 1591 Sterling
Sherwin Williams: SW 7064 Passive

Finish: Satin



Notes: Building substrates will vary by property (EIFS, Brick, etc). Painter must identify appropate exterior paint product(s) to suit both the substrate and property site/climate conditions.

See Spark by Hilton Design Guides and Architectural Drawing Set for details.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
**Finish Sample**

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

Instructions:

- Painter required to use 1 coat primer 2 coats paint minimum.
- It is the responsibility of the owner to interpret these specifications for each property.
- All interpretations of the specification MUST be submitted to Hilton Design Review (projecthub.hilton.com) for final approval prior to purchasing or implementation of any material.
- All paints to be low VOC.
- All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
- Manufacturer to clearly mark each carton with item ID and specification number.

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-21** |
| Scheme: | Spring Scheme | Item Name: | Dark Accent/Inset Paint @ Building |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | | Program: | **BASIS OF DESIGN** |

| | | |
|---|---|---|
| Manufacturer: | **Benjamin Moore** | **Sherwin Williams** |
| Address: | 101 Paragon Dr.<br>Montvale, NJ 07645 | 101 Prospect Ave.<br>Cleveland, OH 44115 |
| Phone: | 201.949.6232 | 412.953.9872 |
| Contact: | Bethannie Weinowitz | Matt Wessel |
| E-mail: | Bethannie.Weinowitz@Benjaminmoore.com | matthew.m.mwessel@sherwin.com |
| Web: | www.benjaminmoore.com | www.sherwin-williams.com |

Color: Benjamin Moore: 1595 Rocky Coast
Sherwin Williams: 7075 Web Gray

Finish: Satin



Notes: Building substrates will vary by property (EIFS, Brick, etc). Painter must identify appropate exterior paint product(s) to suit both the substrate and property site/climate conditions.

See Spark by Hilton Design Guides and Architectural Drawing Set for details.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
**Finish Sample**

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

Instructions:

- Painter required to use 1 coat primer 2 coats paint minimum.
- It is the responsibility of the owner to interpret these specifications for each property.
- All interpretations of the specification MUST be submitted to Hilton Design Review (projecthub.hilton.com) for final approval prior to purchasing or implementation of any material.
- All paints to be low VOC.
- All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
- Manufacturer to clearly mark each carton with item ID and specification number.

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-22** |
| Scheme: | Spring Scheme | Item Name: | Trim/Detail Paint @ Building Exterior |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | | Program: | **BASIS OF DESIGN** |

| | | |
|---|---|---|
| Manufacturer: | **Benjamin Moore** | **Sherwin Williams** |
| Address: | 101 Paragon Dr.<br>Montvale, NJ 07645 | 101 Prospect Ave.<br>Cleveland, OH 44115 |
| Phone: | 201.949.6232 | 412.953.9872 |
| Contact: | Bethannie Weinowitz | Matt Wessel |
| E-mail: | Bethannie.Weinowitz@Benjaminmoore.com | matthew.m.mwessel@sherwin.com |
| Web: | www.benjaminmoore.com | www.sherwin-williams.com |

Color: Benjamin Moore: 1600 Timber Wolf
Sherwin Williams: 9162 African Gray

Finish: Satin



Notes: Building substrates will vary by property (EIFS, Brick, etc). Painter must identify appropate exterior paint product(s) to suit both the substrate and property site/climate conditions.

See Spark by Hilton Design Guides and Architectural Drawing Set for details.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
**Finish Sample**

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

Instructions:

- Painter required to use 1 coat primer 2 coats paint minimum.
- It is the responsibility of the owner to interpret these specifications for each property.
- All interpretations of the specification MUST be submitted to Hilton Design Review (projecthub.hilton.com) for final approval prior to purchasing or implementation of any material.
- All paints to be low VOC.
- All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
- Manufacturer to clearly mark each carton with item ID and specification number.

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-23** |
| Scheme: | Spring Scheme | Item Name: | Paint @ Roof |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | | Program: | **BASIS OF DESIGN** |

| | | |
|---|---|---|
| Manufacturer: | **Benjamin Moore** | **Sherwin Williams** |
| Address: | 101 Paragon Dr.<br>Montvale, NJ 07645 | 101 Prospect Ave.<br>Cleveland, OH 44115 |
| Phone: | 201.949.6232 | 412.953.9872 |
| Contact: | Bethannie Weinowitz | Matt Wessel |
| E-mail: | Bethannie.Weinowitz@Benjaminmoore.com | matthew.m.mwessel@sherwin.com |
| Web: | www.benjaminmoore.com | www.sherwin-williams.com |

Color: Benjamin Moore: 1600 Timber Wolf
Sherwin Williams: 9162 African Gray

Finish: Satin



Notes: Roof substrates will vary by property. Painter must identify appropate exterior paint product(s) to suit both the substrate and property site/climate conditions.

See Spark by Hilton Design Guides and Architectural Drawing Set for details.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
**Finish Sample**

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

Instructions:

- Painter required to use 1 coat primer 2 coats paint minimum.
- It is the responsibility of the owner to interpret these specifications for each property.
- All interpretations of the specification MUST be submitted to Hilton Design Review (projecthub.hilton.com) for final approval prior to purchasing or implementation of any material.
- All paints to be low VOC.
- All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
- Manufacturer to clearly mark each carton with item ID and specification number.

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-24** |
| Scheme: | Spring Scheme | Item Name: | Brand Focal @ Building Exterior |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | 3/2024 Δ4 | Program: | **BASIS OF DESIGN** |

| | | |
|---|---|---|
| Manufacturer: | **Benjamin Moore** | **Sherwin Williams** |
| Address: | 101 Paragon Dr.<br>Montvale, NJ 07645 | 101 Prospect Ave.<br>Cleveland, OH 44115 |
| Phone: | 201.949.6232 | 412.953.9872 |
| Contact: | Bethannie Weinowitz | Matt Wessel |
| E-mail: | Bethannie.Weinowitz@Benjaminmoore.com | matthew.m.mwessel@sherwin.com |
| Web: | www.benjaminmoore.com | www.sherwin-williams.com |

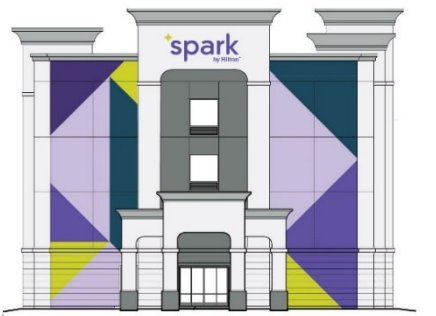
Description: Signature Spark branded painted geometric patterns at building exterior. Geometric Patterns to be located near entry, underside of port cochre, and/or the most visible location on the building. Location will vary by property. Geometric Patterns must contain all listed brand colors.

Color:

Paint to Match:

- Slate - Sherwin Williams SW 9142 Moscow Midnight
- Violet - Sherwin Williams SW 6982 African Violet
- Dark Violet - Sherwin Williams SW 6545 Majestic Purple
- Lavender - Sherwin Williams SW 6822 Wisteria
- Lime - Sherwin Williams SW 6703 Frolic

Finish: Satin






Notes: Building substrates will vary by property (EIFS, Brick, etc). Painter must identify appropriate exterior paint product(s) to suit both the substrate and property site/climate conditions.

See Spark by Hilton Design Guides and Architectural Drawing Set for details.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
**Finish Sample**

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

Instructions:

- Painter required to use 1 coat primer 2 coats paint minimum.
- It is the responsibility of the owner to interpret these specifications for each property.
- All interpretations of the specification MUST be submitted to Hilton Design Review (projecthub.hilton.com) for final approval prior to purchasing or implementation of any material.
- All paints to be low VOC.

| | | | |
|---|---|---|---|
| Project Name: | Spark by Hilton Arch Finish/Fixture Specs | Item Number: | **(A) PT-24** |
| Scheme: | Spring Scheme | Item Name: | Brand Focal @ Building Exterior |
| Issue Date: | January 2023 | Area Name: | Exterior |
| Revision: | 3/2024 Δ4 | Program: | **BASIS OF DESIGN** |

- All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
- Manufacturer to clearly mark each carton with item ID and specification number.

ELEVATION FINISH KEYNOTES:

F1 CLEAN ENTIRE EXTERIOR OF BUILDING. PREP FOR PAINT.

F2 REPLACE ALL EXTERIOR WALL SCONCES WITH L-11.

F3 CLEAN, REPAIR AND PAINT EXTERIOR FINISHES, EXHAUST LOUVERS AND PIPES, EXTERIOR DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, AND OTHER WALL COMPONENTS TO MATCH ADJACENT WALL COLORS TYP. REPAIR ALL SOFFITS PRIOR TO PAINTING.

F4 PAINT PTAC GRILLES PT-22 TYP.

F5 PROVIDE THE SPARK BY HILTON STATEMENT

F6 PAINT THE OVERALL BUILDING PT-20 TYP.

F7 PAINT ACCENT PT-21 TYP.

F8 PAINT TRIM/DETAILS PT-22 TYP.

F9 PAINT GUESTROOM DOORS AND TRIM PT-04 TYP.

F10 CLEAN GLASS AND FRAMES AT WINDOWS AND STOREFRONTS TYP. REPLACE ALL WINDOWS THAT ARE FOGGY, DAMAGED, AND/OR HAVE BROKEN SEALS OR RUSTED FRAMES, INCLUDING WINDOWS INTO GUESTROOM BATHROOMS @ EXT. CORRIDOR.

F11 CLEAN THE DECORATIVE DRIVE LANE UNDER THE PORTE COCHERE.

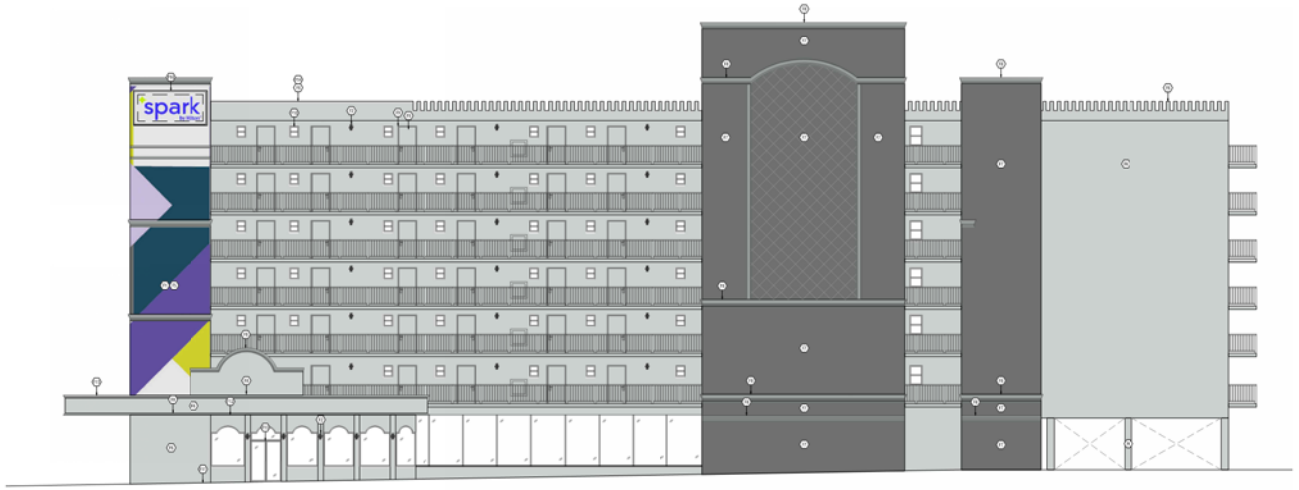
F12 OWNER TO PROVIDE NEW WEIGHT SIGNS ON BOTH SIDES OF THE PORTE COCHERE, GC TO INSTALL.

F13 OWNER TO REPLACE ELECTRONIC LOCK AND "BUILDING LOCKED - KEY CARD REQUIRED" SIGNAGE WHERE CURRENTLY PROVIDED. OWNER TO PROVIDE NEW ELECTRONIC LOCK AND SIGNAGE WHERE NOT CURRENTLY PROVIDED @ SECONDARY ENTRANCES.

F14 PAINT PARAPET CAP TO MATCH NEW COLOR SCHEME.

F15 PAINT ALL SURFACES (FLOORS AND WALLS) @ SUNDECK PT-20.

F16 OWNER TO PROVIDE AND INSTALL NEW EXTERIOR SIGNAGE.




SOUTH ELEVATION | SCALE: 3/32" = 1'-0" | 2



WEST ELEVATION | SCALE: 3/32" = 1'-0" | 1

MAGNA HOSPITALITY GROUP

OWNER

MAGNA HOSPITALITY GROUP
300 Centerville Road #300E
Warwick, RI 02886
(401) 886-4484

ISSUE:

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/06/23 | Construction Set |
| 2 | 11/09/23 | Rev 1 |

DESIGN INTENT ONLY

PROJECT:
ORMOND BEACH
SPARK BY HILTON
205 S Atlantic Ave,
Ormond Beach, FL 32176

DATE: 11/9/2023

SHEET NAME:

EXTERIOR ELEVATION

SHEET NO:

ID200

ELEVATION FINISH KEYNOTES:

F1. CLEAN ENTIRE EXTERIOR OF BUILDING. PREP FOR PAINT.

F2. REPLACE ALL EXTERIOR WALL SCONCES WITH L-11.

F3. CLEAN, REPAIR AND PAINT EXTERIOR FINISHES, EXHAUST LOUVERS AND PIPES, EXTERIOR DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, AND OTHER WALL COMPONENTS TO MATCH ADJACENT WALL COLORS TYP. REPAIR ALL SOFFITS PRIOR TO PAINTING.

F4. PAINT PTAC GRILLES PT-22 TYP.

F5. PROVIDE THE SPARK BY HILTON STATEMENT MURAL. PAINT STATEMENT MURAL WALL WITH PT-24.

F6. PAINT THE OVERALL BUILDING PT-20 TYP.

F7. PAINT ACCENT PT-21 TYP.

F8. PAINT TRIM/DETAILS PT-22 TYP.

F9. PAINT GUESTROOM DOORS AND TRIM PT-04 TYP.

F10. CLEAN GLASS AND FRAMES AT WINDOWS AND STOREFRONTS TYP. REPLACE ALL WINDOWS THAT ARE FOGGY, DAMAGED, AND/OR HAVE BROKEN SEALS OR RUSTED FRAMES, INCLUDING WINDOWS INTO GUESTROOM BATHROOMS @ EXT. CORRIDOR.

F11. CLEAN THE DECORATIVE DRIVE LANE UNDER THE PORTE COCHERE.

F12. OWNER TO PROVIDE NEW WEIGHT SIGNS ON BOTH SIDES OF THE PORTE COCHERE, GC TO INSTALL.

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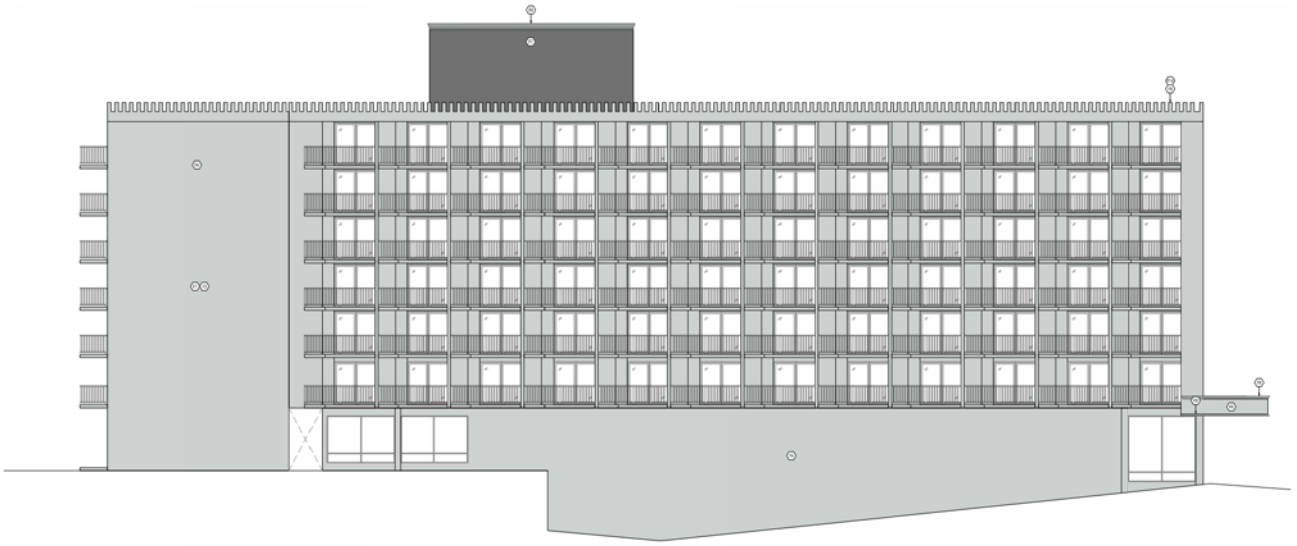
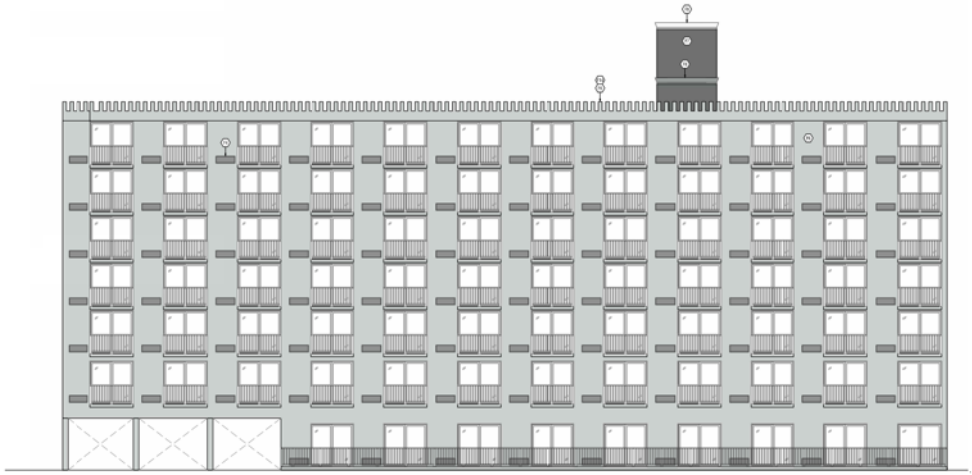
F14. PAINT PARAPET CAP TO MATCH NEW COLOR SCHEME.

F15. PAINT ALL SURFACES (FLOORS AND WALLS) @ SUNDECK PT-20.

F16. OWNER TO PROVIDE AND INSTALL NEW EXTERIOR SIGNAGE.



NORTH ELEVATION | SCALE: 3/32" = 1'-0" | 2



EAST ELEVATION | SCALE: 3/32" = 1'-0" | 1

MAGNA HOSPITALITY GROUP

OWNER

MAGNA HOSPITALITY GROUP
300 Centerville Road #300E
Warwick, RI 02886
(401) 886-4484

ISSUE:

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/06/23 | Construction Set |
| 2 | 11/09/23 | Rev 1 |

DESIGN INTENT ONLY

PROJECT:
ORMOND BEACH
SPARK BY HILTON
205 S Atlantic Ave,
Ormond Beach, FL 32176

DATE: 11/9/2023

SHEET NAME:

EXTERIOR ELEVATION

SHEET NO:

ID201


spark



**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 7.I. |
| **Section** | CONSENT AGENDA | **Category** | Consent - Disposition Item |
| **Subject** | RFP - Utilities Motor and Pump Repair Services | | |
| **Recommended Action** | The City intends to publicly advertise this project for request for proposals, unless otherwise directed. | | |
| **Strategic Goal** | Water Quality & The Environment - Other | | |
| **Department Staff Contact** | Public Works - Utilities Management<br>Bob Preis, Utilities Manager | | |


Summary

This item provides public notice of the City's intent to issue a request for proposals (RFP) for the Utilities Motor and Pump Repair Services, RFP number 2025-40.


The City utilizes a variety of pumps and motors throughout the City's service area. These motor and pump systems are involved with maintaining the raw water, potable water, waste water, and reclaimed water systems. In order to maintain these systems with adequate levels of service, these pumps and motors need to be serviced and maintained on a regular basis. Maintenance activities include, but are not limited to: rebuilding motors, replacing bearings and shafts, replacing seals and also troubleshooting mechanical or electrical components in the field.

The City has active contracts for these services with Stewarts Electric Motor Works, Florida Armature Works, and Ruby Industrial Technologies. These contracts were established on Dec. 1, 2020, with Resolution 2020-164, with a maximum contract length of 5 years. Staff intends to advertise this RFP to establish a new contract with the awarded contractor(s).

Financial Impact

These services are accounted for in Fund 401 - Operating. Approximately $102,000 was spent on these services in FY 2024-25.

Citizen Impact

Regular maintenance and upkeep of motors and pumps is essential to provide reliable utility service to the City's customers.

Attachments

1. RFP 2025-40 Utilities Motor and Pump Repair Services

# 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: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER:**2025-40**

RFP OPENING DATE & TIME: **September 10, 2025 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

## GENERAL CONDITIONS

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

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

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

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

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

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

**EXECUTION OF SUBMITTAL:** Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

**RFP OPENING**: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

**SUBMITTAL TABULATION:** The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator rob.hart@ormondbeach.org. 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.

**PROCUREMENT COMMUNICATION PROTOCOL:** To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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

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

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

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

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

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

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

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

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

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

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

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

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

**COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:**

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

## TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

## I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2024 included 23,788 active water accounts, of which 16,972 were located within the City limits. Records indicate there were 18,027 active sewer accounts, of which 17,451 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 38 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 95 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day and utilizes three (3) reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis.

## II. SCOPE OF SERVICES

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

<u>PUMP REPAIR SERVICES:</u>
Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

<u>ELECTRIC MOTOR REPAIR SERVICES:</u>
Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:
Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

## III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) 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. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

## IV. 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. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

D. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

E. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)

F. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)

G. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

H. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

I. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.

J. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

## V. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 10, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until September 3rd at 4:00 PM. 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.

## VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of three individuals from the City's public works department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

**The City reserves the following rights:**

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

**Evaluation Criteria:**

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

| **EVALUATION CRITERIA** | **MAXIMUM POSSIBLE POINTS** |
|---|---|
| Technical Qualifications | 20 |
| Technical Qualifications of Project Team | 20 |
| References | 20 |
| Responsiveness | 10 |
| Pricing | 10 |
| Location | 15 |
| Completeness of Proposal | 5 |
| **TOTAL** | 100 |

## VII. PRICING AND REFERENCE SHEETS

The following forms are provided to assist firms with preparing proposals:

**UTILITIES MOTOR AND PUMP REPAIR SERVICES**
**RFP NO. 2025 – 40**
LIST OF REFERENCES

| | | | |
|---|---|---|---|
| 1. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 2. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 3. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 4. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 5. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 6. Entity/Client | | | |
| Location | | Year Completed: | |
| Client Contact Name | | | |
| Email | | Phone: | |
| Types of equipment serviced | | | |
| | | | |
| | | | |

**UTILITIES MOTOR AND PUMP REPAIR SERVICES**
**RFP NO. 2025 – 40**
**PROPOSAL PRICING –Motor and Pump Repair**

Proposer submits the following prices for the work described in this solicitation:

| Item of Work | Per (Unit) | Unit Price |
|---|---|---|
| 1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns). | HR | $ |
| 2. Crane Truck Service (including operator) for removing and install pump or motor | HR | $ |
| 3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm | HR | $ |
| 4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays | HR | $ |
| 5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm | HR | $ |
| 6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays | HR | $ |
| 7. Tear Down and Inspection | HR | $ |
| Parts Allowance: Cost plus markup % | | ___ .___% |

## 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)
# UTILITIES MOTOR AND PUMP REPAIR SERVICES
# (RFP No. 2025-40)

## 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)
# UTILITIES MOTOR AND PUMP REPAIR SERVICES
# (RFP No. 2025-40)

## 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)
# UTILITIES MOTOR AND PUMP REPAIR SERVICES
# (RFP No. 2025-40)
# 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***

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 8.A. |
| **Section** | PUBLIC HEARINGS | **Category** | Public Hearing - Ordinances |
| **Subject** | Land Development Code Amendments - 1000 block of North US Highway 1 Abutting the Tomoka River (Second Reading) | | |
| **Recommended Action** | The Planning Board recommends **APPROVAL** of administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |


Summary

This is an application for administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements.

The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S. Highway 1, abutting the Tomoka River, with the same landscape buffer and wetland buffer requirements as existed when the properties were located in unincorporated Volusia County.

The Planning Board reviewed the proposed Land Development Code amendment at the May 8, 2025, meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed Land Development Code amendment.


Financial Impact

None

Citizen Impact

The proposed Land Development Code amendment focuses on aligning landscape and wetland buffers consistent with the existing Volusia County standards prior to the implementation of the Interlocal Service Boundary Agreement. No citizen impact is anticipated as a result.

Attachments

1. 25-21 LDC Amendment, 1000 Block of N US 1 (P25-0077G)
2. 05.08.2025, 1000 Block of North US HIghway 1, PB Staff Report
3. 07.22.25, 1000 block, LDC Amendment
4. 05.08.2025, Planning Board Draft Minutes
5. Ordinance BIE, 1000 block of North U.S. Highway 1

**ORDINANCE NO. 2025-21**

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS, SUBSECTION (C), DESIGN CRITERIA; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLANDS PROTECTION, SUBSECTION (H), BUFFER REQUIREMENTS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY AMENDING THE LANDSCAPE BUFFER AND WETLAND BUFFER REQUIREMENTS FOR PROPERTIES LOCATED WITHIN THE 1000 BLOCK OF NORTH U.S. HIGHWAY 1, ORMOND BEACH, TO BE CONSISTENT WITH VOLUSIA COUNTY STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, this is a request to amend Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, Subsection (c), Design criteria; and Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, Subsection (h), Buffer requirements, of the City of Ormond Beach *Land Development Code* by amending the landscape buffer and wetland buffer requirements for properties located in the 1000 block of North U.S. Highway 1, Ormond Beach, to be consistent with Volusia County standards, and

**WHEREAS**, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on May 8, 2025, on the requested amendments and has made recommendations thereon to the City Commission, and

**WHEREAS**, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

**WHEREAS**, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT**:

**SECTION ONE**. Subsection (c), Design criteria, of Section 2-73, Greenbelt and Gateway Preservation Districts, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

**Sec. 2-73. Greenbelt and Gateway Preservation Districts**

(a) – (b) (*no change to existing text)*

(c) *Design criteria.*

(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

1. There shall be a ten-foot (10') wide landscaped buffer on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant

grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.

2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.

3. All principal and accessory residential structures and screen enclosures shall be set back a minimum of ten feet (10') from the landscaped buffer.

4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.

5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.

b. The following standards shall apply to all development projects:

1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.

2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.

c. The following standards shall apply to all development projects abutting I-95:

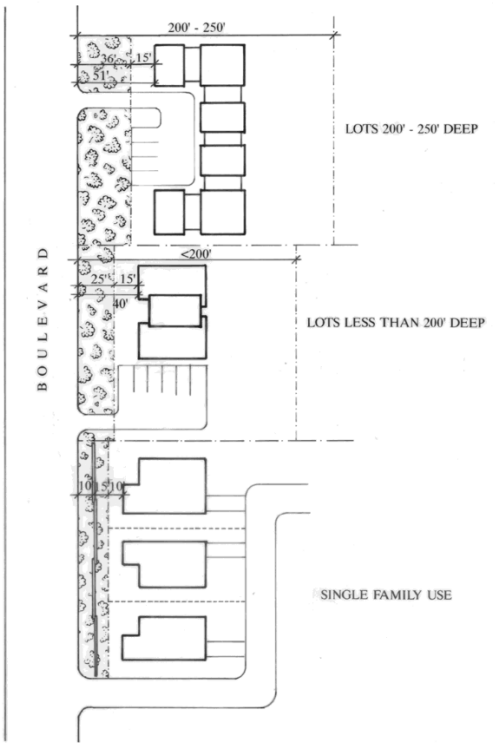
1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.

3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.

d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

FIGURE 10.1
GREENBELT CORRIDOR
BUFFER AND SETBACK REQUIREMENTS




e. The following standards shall apply to lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: a minimum twenty-foot (20')-wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

(2) – (4) *(no change to existing text)*

**SECTION TWO.** Subsection (h), Buffer requirements, of Section 3-21, Wetlands protection, of Article II, Environmental Protection Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

**Sec. 3-21. Wetlands protection**

(a) through (g) *(no change to existing text)*

(h) *Buffer requirements.*

(1) A buffer not less than twenty-five feet (25') in width shall be established adjacent to and surrounding all wetlands, except as provided in subsection (i) of this section, mitigation standards. Additional buffer requirements shall be required adjacent to the Halifax River, the Tomoka River and all of their associated tributaries and wetlands, as detailed in subsection (h)(4) of this section.

(2) Properties with the county environmental corridor overlay (ECO) map designation shall comply with the wetland development regulations established in the county Land Development Code.

(3) Activity which does not have a significant adverse effect on the natural function of the buffer may be permitted within the buffer without the requirement for mitigation. The activities which may be permitted include, but are not limited to pruning, planting of suitable native vegetation, removal of exotic and nuisance pioneer plant species, and the creation and maintenance of walking trails and removal of vegetation for fire prevention.

(4) The city shall 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 buffer 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 buffer shall be as follows:

a. *Tomoka River and the Little Tomoka River.*

(i) A minimum of one hundred twenty feet (120') from the mean high-water mark or an average of seventy-five feet (75'), but not less than fifty feet (50') from the upland/wetland interface line, whichever is greater. The minimum buffer may be reduced where a planned zoning

district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.

(ii) Lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: fifty feet (50') from the upland/wetland interface line.

b. *Halifax River.* A minimum of thirty feet (30') from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in this Land Development Code, whichever is greater. The minimum setback may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') 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 sixty feet (60') from the mean high-water mark or fifty feet (50') from the upland/wetland interface line, whichever is greater.

(5) For those waterways listed under subsection (h)(4)c of this section, the shoreline and wetland buffer may be adjusted downward on a case-by-case basis, to be no less than thirty feet (30') from the mean high-water mark or no less than twenty-five feet (25') 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, 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:

a. The developable portion of the property is less than one hundred fifty feet (150') deep for existing lots of record, as of the date of adoption of the comprehensive plan.

b. The proposed development shall be connected to a central water and sewer system.

c. 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 per this section.

(i) through (k) *(no change to existing text)*

**SECTION THREE.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION FOUR.** In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

**SECTION FIVE.** This Ordinance shall take effect immediately upon its adoption.

**PASSED UPON** at the first reading of the City Commission, this 22nd day of July, 2025.

**PASSED UPON** at the second and final reading of the City Commission, this 5th day of August, 2025.

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# PLANNING BOARD
# STAFF REPORT
## Land Development Code (LDC) Amendments 1000 block of North US Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer

| | |
|---|---|
| **PLANNING BOARD DATE:** | May 8, 2025 |
| **TENTATIVE CITY COMMISSION DATES:** | July 22, 2025 (1st Reading); August 5, 2025 (2nd Reading) |
| **APPLICANT:** | Administrative |
| **PROJECT NUMBER:** | LDC 2025-157 |
| **SUBJECT:** | LDC amendments: 1000 block of North U.S. Highway 1, abutting the Tomoka River:<br>1. Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts; and<br>2. Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements |
| **PLANNING STAFF RECOMMENDATION:** | Approval |
| **STAFF CONTACT:** | Steven Spraker, AICP, Planning Director |

**SECTION 1, INTRODUCTION:** This is an application for administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S. Highway 1, abutting the Tomoka River, the same landscape buffer and wetland buffer requirements as existing when the properties were located in unincorporated Volusia County.

**SECTION 2, BACKGROUND:** In 2014, an Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia was created. A detailed history of the Interlocal Service Boundary Agreement is provided in Exhibit 2. The agreement allows the City of Ormond Beach land use, zoning, and code enforcement authority within the North U.S.1 corridor, whether the property is within the City of Ormond Beach or unincorporated Volusia County. The property subject to Land Development Code amendments are part of the Interlocal Service Boundary Agreement.

There was an inquiry from a contract purchaser regarding the property at 1003 and 1005 North U.S. Highway 1. These properties are currently vacant, and a restaurant existed at one time which was demolished. The property at 1003 North U.S. Highway 1 was annexed into Ormond Beach in 2016, and 1005 North U.S. Highway 1 was annexed into Ormond Beach in 2025. As part of the conceptual development plan, landscape and wetland buffers were identified as key components of site development. Within this area of North U.S. Highway 1, 1001 North U.S. Highway 1 is developed as the Tomoka Boat Club and is within unincorporated Volusia County. The property at 1009 North U.S. Highway 1 is not part of the Interlocal Service Boundary Agreement and is within unincorporated Volusia County. The land area of North U.S. Highway 1, abutting the Tomoka River, subject to this amendment is shown in Exhibit 1.

**Exhibit 1: Area of U.S. Highway 1, abutting the Tomoka River:**



The history of the Interlocal Service Boundary Agreement is detailed below:

**Exhibit 2: History of the Interlocal Service Boundary Agreement:**

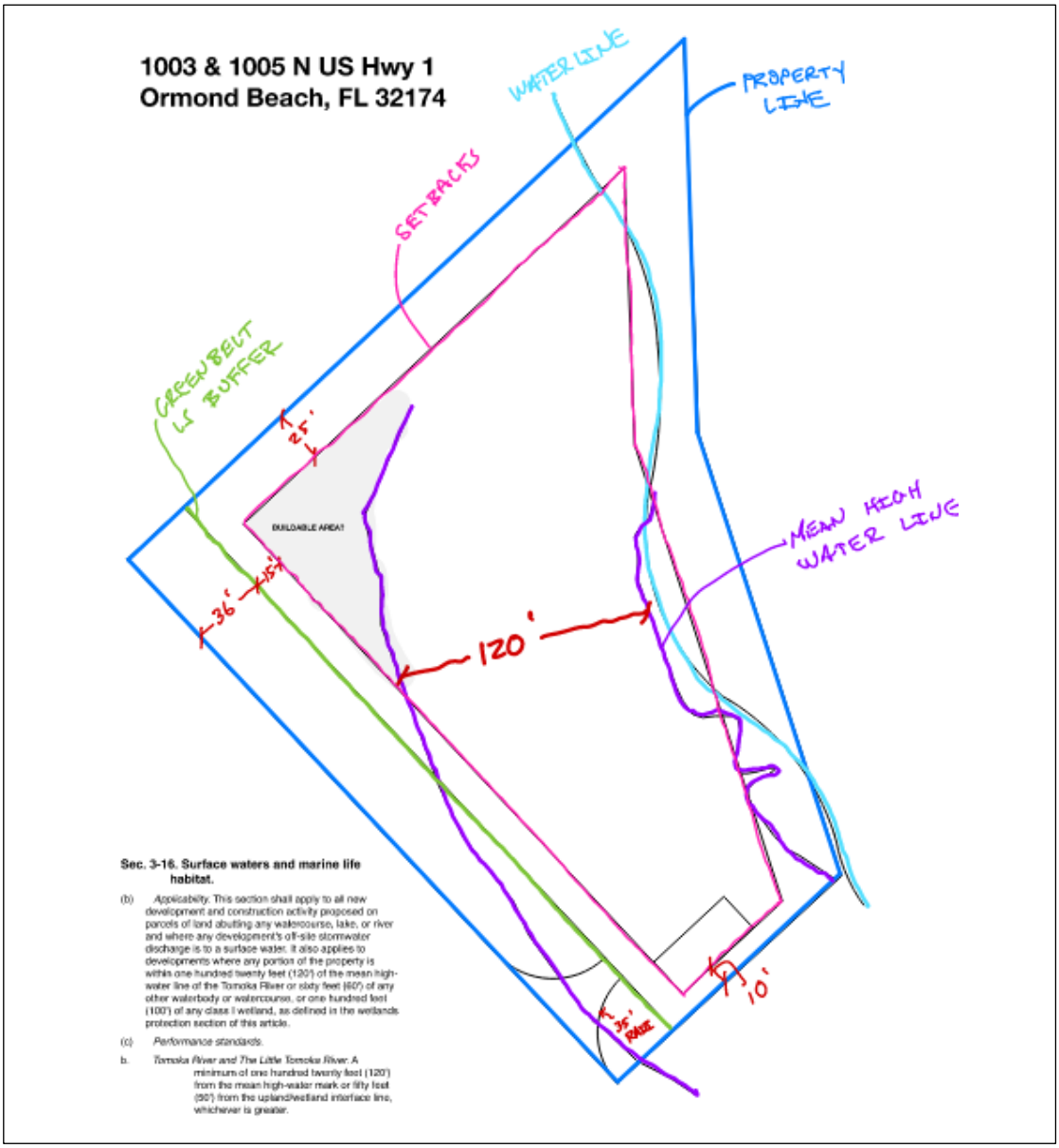
| Action/Approval Date | Description |
|---|---|
| **April 7, 1992**<br>Resolution 1992-70 | Authorized the construction of potable water and sanitary sewer force mains along North U.S. Highway 1 from the south terminus going north to 1899 North U.S. Highway 1 for the City Provisioners project and the execution of a joint project agreement between Ormond Beach and Volusia County. |
| **September 7, 2010**<br>Resolution 2010-131 | Ormond Beach initiated the process to create an Interlocal Service Boundary area established by Chapter 171, Part II, Florida Statutes. |
| **October 7, 2010**<br>Volusia County<br>Resolution 2010-05 | Responding Resolution from Volusia County identifying certain issues along the North U.S. 1 corridor. |
| **August 19, 2014**<br>Ordinance 2014-27 | Authorized the execution of the Interlocal Service Boundary Agreement with Volusia County regarding the North U.S. 1 Joint planning area. The Ordinance also approved a Planning and Services Delivery Sub-Agreement, as well as itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting, and code enforcement of the Interlocal Service Boundary Agreement for properties within Ormond Beach and unincorporated Volusia County. The agreement specified Volusia County would continue maintaining stormwater conveyance systems and when roadways would transfer to Ormond Beach. |
| **August 21, 2014**<br>Volusia County<br>Ordinance 2014-12 | Approved and authorized the execution of an Interlocal Service Boundary Agreement between Volusia County and the City of Ormond Beach. |
| **January 20, 2015**<br>Ordinance 2014-42 | Amended the Future Land Use Element and Intergovernmental Coordination Element of the city's Comprehensive Land Use Plan concerning the land in the Joint Planning Area and Municipal Service Area. |
| **January 20, 2015**<br>Ordinance 2015-5 | Amended the City's Future Land Use Map designation concerning lands in the Interlocal Service Boundary Agreement/Joint Planning Area. |

| Action/Approval Date | Description |
|---|---|
| **April 7, 2015**<br>Ordinances 2015-13 & 14 | Amended the city's Official Zoning Map to rezone the lands in the Joint Planning Area and Municipal Service Area. |
| **June 23, 2015**<br>Ordinance 2015-27 | Amended the Land Development Code to include itinerant merchant regulations for recognized special events and outdoor entertainment activity and temporary campsites in two categories:<br>1. All properties operating year-round businesses with documented Business Tax Receipts with Volusia County were placed on the "Recognized Special Event Host" list and allowed to continue operating itinerant activities with approved City permits.<br>2. The vacant or unimproved properties had a five (5) year period to establish a permanent business to be classified as a recognized special event host. Failure to establish a permanent business would not allow any itinerant vending activities after the five (5) year amortization period. |
| **June 23, 2015**<br>Resolution 2015-136 | Ormond Beach acknowledged the completion of certain matters regarding the establishment and implementation of the North U.S. Highway 1 Joint Planning and Municipal Service Area, acknowledging the City has acquired jurisdictional authority over the lands in the joint project and municipal service area. |
| **August 20, 2019**<br>Ordinance 2019-19 | Approved and authorized the first amended Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia, which includes a map of the land area of the Plantation Oaks subdivision and any enclaves. The Plantation Oaks land area is approximately 1,034 acres. |
| **September 17, 2019**<br>Volusia County<br>Resolution 2019-15 | Approved and authorized an amendment to the boundaries of the Interlocal Service Boundary Agreement with the City of Ormond Beach. |
| **January 21, 2020**<br>Ordinance 2019-43 | Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area. |
| **January 21, 2020**<br>Ordinance 2019-44 | Amended the Future Land Use, Transportation, and the Intergovernmental Coordination Comprehensive Plan |

| Action/Approval Date | Description |
|---|---|
| | Elements to be consistent with the First Amended Interlocal Service Boundary Agreement. |
| **August 18, 2020**<br>Ordinance 2019-38 | Zoning Map Amendment for the enclave parcels associated with the Plantation Oaks Interlocal Service Boundary Agreement amendment. |
| **February 2, 2021**<br>Ordinance 2021-03 | Zoning Map Amendment for the Plantation Oaks subdivision incorporating the previous Volusia County approvals. |
| **December 7, 2021**<br>Ordinance 2021-43 | Approved and authorized the second amended Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia, which includes a map of the land area of the RidgeHaven subdivision and any enclaves. The land area is 89.99 acres. |
| **February 15, 2022**<br>Volusia County<br>Ordinance 2022-09 | Volusia County approved and authorized the execution of a second amended Interlocal Service Boundary Agreement regarding the North U.S.1 Joint Planning and Municipal Service Area. |
| **July 19, 2022**<br>Ordinance 2022-14 | Comprehensive Plan text amendments for the second amended Interlocal Service Boundary Agreement. |
| **August 3, 2022**<br>Ordinance 2022-18 | Comprehensive Plan future land use map amendments related to the second amended Interlocal Service Boundary Agreement. |
| **November 1, 2022**<br>Ordinance 2022-36 | Zoning Map Amendment for the enclave parcels associated with the RidgeHaven Interlocal Service Boundary Agreement amendment. |
| **June 4, 2024**<br>Ordinance 2024-09 | Renewal of an Interlocal Service Boundary Agreement and a Planning sub-agreement, between Ormond Beach and the County of Volusia regarding the North U.S. 1 Joint Planning and Municipal Service Area for a period of ten (10) years. |

As part of the conceptual site plan process, an engineer developed a buildable area of 1003 and 1005 North U.S. Highway 1 which is included as Exhibit 3.

**Exhibit 3: Buildable Area Concept Plan:**




The buildable area exhibit highlighted two Land Development Code standards that differed from when the property was located in unincorporated Volusia County:

**Exhibit 4: Landscape and Wetland Buffer Comparison:**

| Standard | Unincorporated Volusia County | Ormond Beach |
|---|---|---|
| Landscape Buffer along U.S. Highway 1 | 20’ | 36’ |
| Wetland buffer | 50’ | 120’ |

A key consideration of the parcels in the 1000 block of North U.S. Highway 1, abutting the Tomoka River, is the limited lot depth between U.S. Highway1 and the Tomoka River. The application of the Ormond Beach landscape and wetland buffers, as the result of the implementation of the Interlocal Service Boundary Agreement, would restrict development potential on the properties in the 1000 block of North U.S. Highway 1. The purpose of the Land Development Code amendment is to re-establish the landscape requirement along North U.S. Highway 1 and the wetland buffer as it existed in unincorporated Volusia County. Included in ATTACHMENT 2 is a verification of the landscape and wetland buffer standards when the property was located in unincorporated Volusia County.

**ANALYSIS:** These are administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S. Highway 1 the same landscape buffer and wetland buffer requirements as existed when the properties were located in unincorporated Volusia County. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

**Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts**

(a) *Purpose and intent* ****No change to existing text*****

(b) *Scope* ****No change to existing text*****

(c) *Design criteria.*

(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

1. There shall be a ten-foot (10') wide landscaped buffer on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.

2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.
3. All principal and accessory residential structures and screen enclosures shall be set back a minimum of ten feet (10') from the landscaped buffer.
4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.
5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.

b. The following standards shall apply to all development projects:
   1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
   2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.

c. The following standards shall apply to all development projects abutting I-95:
   1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
   2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
   3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.

d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

e. The following standards shall apply to lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: a minimum twenty-foot (20')-wide landscaped buffer shall be required on those sides of any lot which abut the designated greenbelt route.

Figure 10.1 - ****No change to existing text****

(2) *Special landscape requirements. ***No change to existing text****

*(3) Signs. ***No change to existing text****

*(4) Architecture.***No change to existing text****

**Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements**

(h) *Buffer requirements.*

(1) A buffer not less than twenty-five feet (25') in width shall be established adjacent to and surrounding all wetlands, except as provided in subsection (i) of this section, mitigation standards. Additional buffer requirements shall be required adjacent to the Halifax River, the Tomoka River and all of their associated tributaries and wetlands, as detailed in subsection (h)(4) of this section.

(2) Properties with the county environmental corridor overlay (ECO) map designation shall comply with the wetland development regulations established in the county Land Development Code.

(3) Activity which does not have a significant adverse effect on the natural function of the buffer may be permitted within the buffer without the requirement for mitigation. The activities which may be permitted include, but are not limited to pruning, planting of suitable native vegetation, removal of exotic and nuisance pioneer plant species, and the creation and maintenance of walking trails and removal of vegetation for fire prevention.

(4) The city shall 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 buffer 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 buffer shall be as follows:

a. *Tomoka River and the Little Tomoka River.*

(i) A minimum of one hundred twenty feet (120') from the mean high-water mark or an average of seventy-five feet (75'), but not less than fifty feet (50') from the upland/wetland interface line, whichever is greater. The minimum buffer may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.

(ii) Lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: fifty feet (50') from the upland/wetland interface line.

b. *Halifax River.* A minimum of thirty feet (30') from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in this Land Development Code, whichever is greater. The minimum setback may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') 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 sixty feet (60') from the mean high-water mark or fifty feet (50') from the upland/wetland interface line, whichever is greater.

(5) For those waterways listed under subsection (h)(4)c of this section, the shoreline and wetland buffer may be adjusted downward on a case-by-case basis, to be no less than thirty feet (30') from the mean high-water mark or no less than twenty-five feet (25') 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, 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:

a. The developable portion of the property is less than one hundred fifty feet (150') deep for existing lots of record, as of the date of adoption of the comprehensive plan.

b. The proposed development shall be connected to a central water and sewer system.

c. 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 per this section.

**CONCLUSION:**

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment based upon parcels with unique characteristics abutting the Tomoka River. When the Interlocal Service Boundary Agreement was implemented in 2014, the North U.S. Highway 1 landscape buffer went from 20’ (Volusia County) to 36’(City of Ormond Beach) on these properties. The wetland buffer also increased from 50’ (Volusia County) to 120’ (City of Ormond Beach) on these properties. There are similar properties along the North U.S. 1 corridor along the 700 and 800 blocks that have reduced landscape and wetland buffers. This amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment based on the uniqueness of individual properties and utilize the Volusia County standards that existed prior to the implementation of the Interlocal Service Boundary Agreement.

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.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   This is an administrative amendment regarding landscaping and wetland buffers. A concurrency analysis will be included with the submittal of a site plan application. The proposed amendment would not have a negative impact on public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment regarding landscaping and wetland buffers.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment regarding landscaping and wetland buffers.

**9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment regarding landscaping and wetland buffers.

**10. The testimony provided at public hearings**.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

**RECOMMENDATION:** It is recommended that the Planning Board **APPROVE** administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S Highway 1 the same landscape buffer and wetland buffer requirements as existed when the properties were located in unincorporated Volusia County. The proposed amendments are included in ATTACHMENT 1.

Attachment 1: Proposed Land Development Code
Attachment 2: E-mail confirming Volusia County landscape and wetland standards

# ATTACHMENT 1

Greenbelt and Gateway Preservation District and Wetland Buffer, Land Development Code amendment

1000 block of North US Highway 1

**Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts**

(a) *Purpose and intent* ***No change to existing text***

(b) *Scope* ***No change to existing text***

(c) *Design criteria.*

(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

1. There shall be a ten-foot (10') wide landscaped buffer on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.

2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.

3. All principal and accessory residential structures and screen enclosures shall be set back a minimum of ten feet (10') from the landscaped buffer.

4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.

5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.

b. The following standards shall apply to all development projects:

1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.

c. The following standards shall apply to all development projects abutting I-95:
1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.

d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

e. The following standards shall apply to lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: a minimum twenty-foot (20')-wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

Figure 10.1 - ****No change to existing text****

*(2) Special landscape requirements. ***No change to existing text****

*(3) Signs. ***No change to existing text****

*(4) Architecture.***No change to existing text****

**Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements**

(h) *Buffer requirements.*

(1) A buffer not less than twenty-five feet (25') in width shall be established adjacent to and surrounding all wetlands, except as provided in subsection (i) of this section, mitigation standards. Additional buffer requirements shall be required adjacent to the Halifax River, the Tomoka River and all of their associated tributaries and wetlands, as detailed in subsection (h)(4) of this section.

(2) Properties with the county environmental corridor overlay (ECO) map designation shall comply with the wetland development regulations established in the county Land Development Code.

(3) Activity which does not have a significant adverse effect on the natural function of the buffer may be permitted within the buffer without the requirement for mitigation. The activities which may be permitted include, but are not limited to pruning, planting of suitable native vegetation, removal of exotic and nuisance pioneer plant species, and the creation and maintenance of walking trails and removal of vegetation for fire prevention.

(4) The city shall 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 buffer 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 buffer shall be as follows:

a. *Tomoka River and the Little Tomoka River.*

(i) A minimum of one hundred twenty feet (120') from the mean high-water mark or an average of seventy-five feet (75'), but not less than fifty feet (50') from the upland/wetland interface line, whichever is greater. The minimum buffer may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.

(ii) Lots within the 1000 block of North U.S. Highway 1 abutting the Tomoka River: fifty feet (50') from the upland/wetland interface line.

b. *Halifax River.* A minimum of thirty feet (30') from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in this Land Development Code, whichever is greater. The minimum setback may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') 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 sixty feet (60') from the mean high-water mark or fifty feet (50') from the upland/wetland interface line, whichever is greater.

(5) For those waterways listed under subsection (h)(4)c of this section, the shoreline and wetland buffer may be adjusted downward on a case-by-case basis, to be no less than thirty feet (30') from the mean high-water mark or no less than twenty-five feet (25') 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, 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:

a. The developable portion of the property is less than one hundred fifty feet (150') deep for existing lots of record, as of the date of adoption of the comprehensive plan.

b. The proposed development shall be connected to a central water and sewer system.

c. 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 per this section.

# ATTACHMENT 2

Volusia County E-mail regarding landscape and wetland buffer requirements

**From:** Keith Abrahamson <KAbrahamson@volusia.org>
**Sent:** Monday, March 31, 2025 2:55 PM
**To:** Spraker, Steven
**Subject:** RE: [EX] Volusia County Wetland and Landscape Standards for 1001, 1003, and 1005 N US Highway 1

**[External Email–Use Caution] – OB/IT Helpdesk**

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

The upland buffer would be 50 foot in that area. I asked Scott Ashley our Zoning Manger about the landscape question, and he stated there is a 20-foot landscape buffer along US 1. If the lot on the north side is commercial to single family then the north side landscape buffer is 25-feet and if it is commercial to commercial the buffer would be 10-feet.

Keith Abrahamson
County Forester
Environmental Management
County of Volusia FL
(386) 736-5927 ext. 12079

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**From:** Spraker, Steven <Steven.Spraker@ormondbeach.org>
**Sent:** Monday, March 31, 2025 11:10 AM
**To:** Keith Abrahamson <KAbrahamson@volusia.org>
**Subject:** [EX] Volusia County Wetland and Landscape Standards for 1001, 1003, and 1005 N US Highway 1

**CAUTION:** This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.

**Good morning,**

The properties at 1003 and 1005 North US 1 have been exploring development options. As the conceptual meetings progressed, it appears that the developable areas are impacted by wetland buffer and Greenbelt buffer requirements based on annexation into Ormond Beach. Please see attachment Concept - 2025-03-09.pdf for the buildable area. The parcels are part of the Interlocal Service Boundary Agreement area. 1003 North US Highway 1 was annexed in 2016. 1005 North US Highway 1 is under application for annexation. The buildable area issues would also apply to 1001 North US Highway 1 (Tomoka Boat Club) which is still in unincorporated Volusia County and within the Interlocal Service Boundary Agreement area.

The Ormond Beach Land Development Code sections state:

The two Land Development Code sections creating the reduction of buildable area are:

1. Section 2-73(c)(1)(b)(1) of the Land Development Code states:

   The following standards shall apply to all development projects other than single-family residential developments, in which access to individual homes is provided from internal streets, those projects abutting I-95 and those developments located between U.S. 1 and Dodson's Creek (see figure 1):

   1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.

2. Section 3-21(h)(4) of the Land Development Code:

   (4) The city shall 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 buffer 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 buffer shall be as follows:

   a. *Tomoka River and the Little Tomoka River.* A minimum of one hundred twenty feet (120') from the mean high-water mark or an average of seventy-five feet (75'), but not less than fifty feet (50') from the upland/wetland interface line, whichever is greater. The minimum buffer may be reduced where a planned zoning 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 thirty feet (30') from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in this Land Development Code, whichever is greater. The minimum setback may be reduced where a planned zoning district is approved for sites where a bluff of ten feet (10') 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 sixty feet (60') from the mean high-water mark or fifty feet (50') from the upland/wetland interface line, whichever is greater.

**Can you please advise what the wetland buffer and landscape buffer (along Highway US 1) requirements were for the properties when they were located in unincorporated Volusia County?**

The three properities in this area are unique and staff is exploring potential Land Development Code amendments to ensure the wetland buffer and landscape buffer along North US Highway 1 are the same as existed in Volusia County.

Please contact me with any questions.  Thank you

Steven

Steven Spraker, AICP
Planning Director

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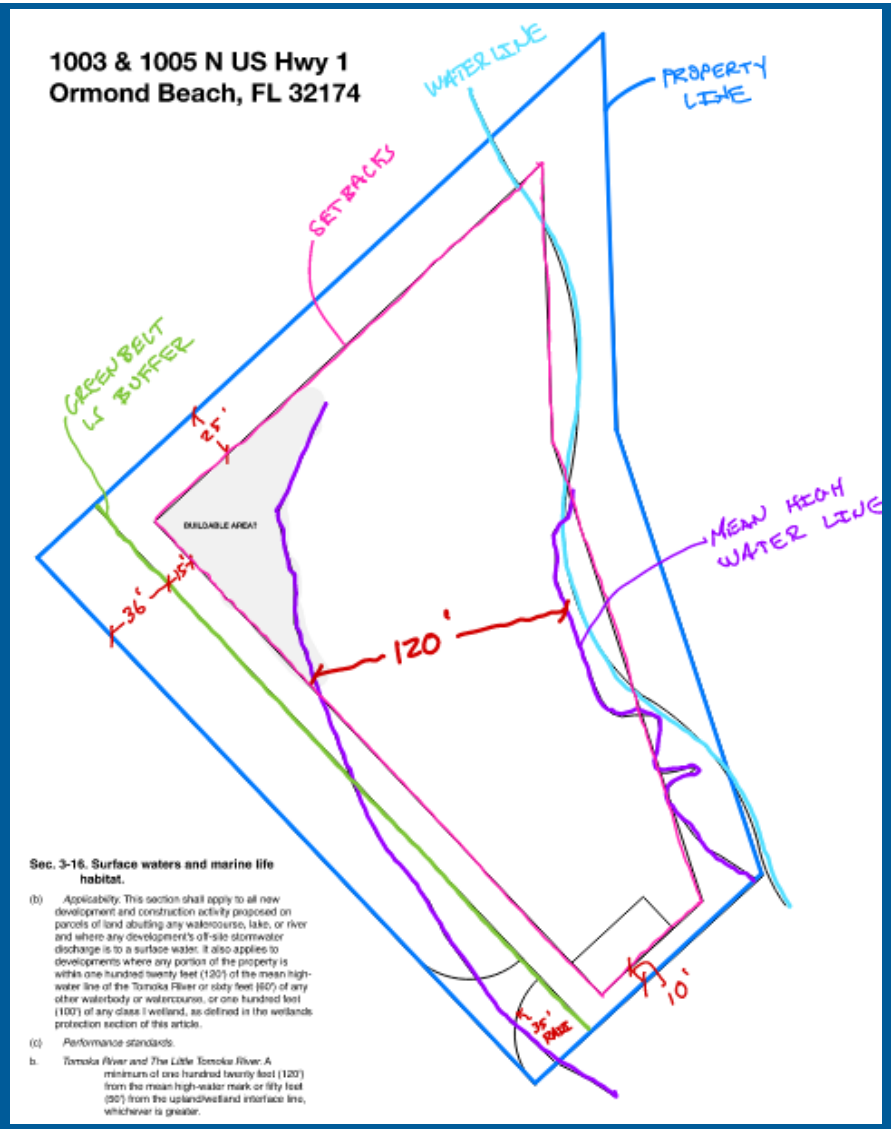
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

# Land Development Code Amendments
# 1000 block of North US Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer




- ❑ Part of the Interlocal Service Boundary Agreement Area – Effective 2014
- ❑ 1003 North U.S. Highway 1 – annexed in 2016
- ❑ 1005 North U.S. Highway 1 – annexed in 2025
- ❑ 1001 North U.S. Highway 1 – in unincorporated Volusia County

# Land Development Code Amendments
# 1000 block of North US Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer




**Landscape and Wetland Buffer Comparison:**

| Standard | Unincorporated Volusia County | Ormond Beach |
|---|---|---|
| Landscape Buffer along U.S. Highway 1 | 20’ | 36’ |
| Wetland buffer | 50’ | 120’ |

# Land Development Code Amendments
# 1000 block of North US Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer

## Planning Board Recommendation: Approval

# Planning Board minutes from

# May 8, 2025

ITEM:

PZ-2025-157

Land Development Code Amendments
1000 block of North US Highway 1
Abutting the Tomoka River

**Recommended for Approval: 6-0**

**Mr. Jorczak moved to approve the April 10, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).**

## VI. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

## VII. PUBLIC HEARINGS

### A. PZ-2025-157, Land Development Code, 1000 Block of U.S. Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer

Mr. Steven Spraker, Planning Director, explained the Land Development Code (LDC) amendment request that focuses on the 1000 Block of N. U.S. Highway 1, abutting the Tomoka River, where it involves Greenbelt and wetland buffer amendments. He continued that the area is part of the Interlocal Service Boundary Area (ISBA), which was done in 2014 and states that anything along the corridor, whether in unincorporated Volusia County or in the City of Ormond Beach, it is under the jurisdiction of Ormond Beach for land use, zoning, and code enforcement, and allows Ormond Beach control of it.

Mr. Spraker stated that 1003 N. U.S. Highway 1 was annexed in 2016 and 1005 N. U.S. Highway 1 annexed this year in 2025. The Tomoka Boat Club at 1001 N. U.S. Highway 1 is still in unincorporated Volusia County. Mr. Spraker continued that the contract purchaser of the subject property addressed the Site Plan Review Committee (SPRC) meeting with their engineer, sharing an exhibit that showed the impacts of the wetland and the landscape buffers on the project that is next to the Tomoka River and U.S. Highway 1, the Greenbelt corridor.

Mr. Spraker explained as part of the amendment process, the existing standards were reviewed in unincorporated Volusia County, versus what exists in the City of Ormond Beach, and expanded on how when the ISBA was created, it increased both the landscape buffer 20' to 36' and the wetland buffer from 50'to 120', which greatly impacts the developability of the property.

Mr. Spraker displayed other properties along U.S. Highway 1 overhead in comparison, showing how the 700 to 800 block of U.S. Highway 1 had similar conditions where Dodson Creek is, where they had reduced wetland and landscape buffers in order to allow the parcels to be buildable. Mr. Spraker added that the ISBA impacted the buildability of the property.

Mr. Spraker stated that the goal is to set it back to what existed in Volusia County. Staff went to Volusia County to discuss their development standards, explaining the amendment to reset it back to those development standards. Mr. Spraker concluded that staff is recommending approval.

#### Board Questions

Ms. Shull asked for clarification on the amendment request. Mr. Spraker replied that the ask is for a buffer reduction. The amendment would set it back to a 20'-buffer for a more buildable parcel. He explained that the contract purchaser initially was looking into building multi-family and is no longer pursuing it.

Mr. Spraker stated that a similar thing was done with electronic changeable copy signage at Destination Daytona. Previously, the City did not allow it and did it in the Phase 2 development since the County allowed it. Mr. Spraker stated that the City is not taking away rights and that in most cases, the landscape and wetland buffers are going to be fine. He concluded that this is a unique area, with three properties that have a unique affect.

Chairman Thomas brought it back up to the Board for questions and entertained a motion.

Ms. Shull stated that she does not agree with the amendment due to it being a special waterfront location and expressed concern with making the buffer less, asking why it was not included in the ISBA. He added that a site-specific analysis was not done until something was looking to be built there. Mr. Spraker explained that once it was noticed, it was a decision to seek amendments to go back to the County's standards so that it could be buildable.

Attorney Hayes contributed information to the topic at hand, explaining that in a normal sequence of annexing property from unincorporated County to the City, the County's land regulations continue to apply after annexation until the City goes through the process of bringing the property under the City of Ormond Beach umbrella. Attorney Hayes suggested giving it the same types of allowable uses that existed in the City or it takes certain rights away and creates a window of liability for the City.

Attorney Hayes stated that the ISBA that was entered in between the City and County in 1981 and revisited later when there were issues on N. U.S. Highway 1, when the legislature created a mechanism in the statute at the time, where the City created a joint planning area in order to annex some properties for which the City had annexation agreements but did not have the practicality to annex at the time. Attorney Hayes added the City applied their own zoning and land use regulations. He explained that the properties on the subject property-end of the service area were not in consideration of at the time. He explained that it was not intended to create a regulation that restricted rights over that which was in the County.

Attorney Hayes stated that staff is proposing a means by which to ameliorate the situation that was created. He concluded that he recommends the Board's favorable consideration to staff's recommendation.

Mr. Railsback commented that the current improvements on a couple of the sites were under the Volusia County setbacks, such as the Volusia County Boat Club, which would have met the 20' to the 50'-buffer. He added that if it goes back to the County standards, it will give the same development entitlements as the County.

Mr. Spraker concurred and added that it was never the intention to take away development rights with the interlocal agreement. As it was brought to the City's attention, staff sought to fix it.

Mr. Galloway stated that he was supposed to be out of town but felt this was important to attend and emphasized the importance of property rights. He explained that as the community grows similar situations can also come up with the county and

city interlocal agreement. Mr. Galloway spoke further on property rights and the devaluation of property, and the exact gps spot of the property, it would not be affordable from a legal standpoint to take away from property owners what they once had by an interlocal agreement. Mr. Galloway commended staff for their attention and time on the correction of the property rights matter.

Mr. Jorczak inquired about flood studies and asked how a mean high-water mark is developed. Mr. Spraker answered that it is established by a surveyor and can change over time. He added that any development project requires state and city permitting. Mr. Spraker explained that if it is a permitted or conditional use that it will be through the Site Plan Review Committee (SPRC) and if they need a Special Exception or a Planned Development, it will come back through the Planning Board and the City Commission. He confirmed that whatever restrictions were placed by St. John's River Water Management District would apply.

Mr. Gentry asked if the City has made similar exceptions for this type of request previously. Mr. Spraker confirmed yes, in the 1990s when the Greenbelt buffer was being established, they realized the impact that it would have on the properties due to the limited depth. He concluded that they are unique properties with the need of unique regulations.

Chairman Thomas asked what could be built on the property. Mr. Spraker replied that the original application was for multi-family and that a restaurant was on the site previously. He added that it is in the B-8 zoning district and any of the uses in the B-8 can go on the property.

**Mr. Railsback motioned to approve PZ-2025-157, Land Development Code, 1000 Block of U.S. Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).**

## VIII. PUBLIC COMMENTS

None.

## IX. OTHER BUSINESS

### A. Convenience Stores, review of potential distance requirements to residential uses

Mr. Spraker explained that staff is looking for direction from the Planning Board regarding convenience stores and a potential distance to residential uses. He stated that on December 04, 2024, the Site Plan Review Committee (SPRC) received a site plan application for the redevelopment of the former Bank of America building located at 699 S. Nova Road. He added that no matter what happens with the amendment, the project will go on the path in which they submitted. Mr. Spraker continued that on February 18, 2025, at the City Commission meeting a resident expressed concerns regarding the proposed gas station along Nova Road and requested that the city review the zoning district which abuts residential areas within the city limits. Mr. Spraker stated that at the March 04, 2025, City Commission meeting, the City Commission directed city staff to look into amending the LDC regarding the distance requirements

# Ordinance Adoption
# Business Impact Estimate

Proposed ordinance's number and legal title:

**2025-21**

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS, SUBSECTION (C) DESIGN CRITERIA AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLANDS PROTECTION, SUBSECTION H, BUFFER REQUIREMENTS, AMENDING LANDSCAPE BUFFER AND WETLAND BUFFER REQUIREMENTS CONSISTENT WITH VOLUSIA COUNTY STANDARDS FOR PROPERTIES IN THE 1000 BLOCK OF NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:**

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is an application for administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S. Highway 1, abutting the Tomoka River, the same landscape buffer and wetland buffer requirements as existing when the properties were located in unincorporated Volusia County.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

   a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

      None. This is a Land Development Code amendment for the conditions for landscape buffer and wetland buffer requirements for properties within the 1000 block of 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 Land Development Code amendment for the conditions for landscape buffer and wetland buffer requirements for properties within the 1000 block of North U.S. Highway 1. There are no charges or fees proposed.

   c. **An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

      None. This is a Land Development Code amendment for the conditions for landscape buffer and wetland buffer requirements for properties within the 1000 block of North U.S. Highway 1. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This is a Land Development Code amendment for the conditions for landscape buffer and wetland buffer requirements for properties within the 1000 block of 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.)*

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

Re: Guidelines for City Commission role in Ms. Bobak's appeal of SPRC's final administrative determination to approve Circle K site plan.

Introduction.

The purpose of this memorandum is to provide procedural and legal guidance regarding the city commission's role in an appeal filed by Ms. Amber Bobak of a final administrative determination made by the Site Plan Review Committee on May 14, 2025, to approve a site plan for the development of a Circle K convenience store with gasoline sales at 699 South Nova Road in Ormond Beach.

The role of the city commission in this appeal is different from the role it plays in other matters. In this matter, the city commission sits in an appellate review capacity, similar to the appellate review capacity of a circuit court in petitions for writ of certiorari to review final determinations by a local governing body in zoning and land use matters.

Standard of review by the city commission review.

Section 1-19(c)(2) of the Land Development Code prescribes the standard of review by the city commission in an appeal of a final administrative decision. The city commission must review "*all documents, plans, papers, or other material constituting the records*" from the SPRC meeting.

No other documents, records, evidence or testimony may be presented to the city commission. In other words, the appeal is not a public hearing at which new evidence and testimony may be presented by the appellant (Ms. Bobak), appellee (Circle K), or members of the public.

SPRC's final determination.

The Land Development Code confers authority to the SPRC to make final decisions on these types of matters. The SPRC held a publicly advertised meeting on May 14 for the purpose of considering an application filed by Circle K for administrative site plan approval. These meetings are quasi-judicial in nature. The applicant, Circle K, had the burden of producing competent substantial evidence showing that the application met the requirements of the city's Comprehensive Plan and Land Development Code. Those in opposition to the application, including the appellant, Ms. Bobak, had the burden to provide competent substantial evidence to rebut the evidence presented by Circle K. The SPRC approved the site plan, thus determining that Circle K met its burden that the application met the city's Comprehensive Plan and Land Development Code criteria, and that Ms. Bobak did not produce competent substantial evidence to rebut that determination. Ms. Bobak brings this appeal to the city commission under section 1-19 of the Land Development Code.

Competent substantial evidence at the SPRC meeting constituted evidence that was sufficiently relevant and material to the criteria in the Comprehensive Plan and Land Development Code, including the criteria for conditional uses, that a reasonable mind would accept as adequate to support the SPRC's determination to approve the site plan. The evidence includes staff reports; professional opinions from engineers, architects and planners; maps, reports, and other information when presented with testimony; and fact-based testimony. Competent substantial evidence does not include speculation, conjecture, fear, generalized statements, petitions or polls for or against a project, economic hardship or lay testimony that is not fact-based.

City commission role.

The role of the city commission is to review the record from the SPRC meeting to determine if there is *any* competent substantial evidence to support the final determination by the SPRC to approve the site plan. If there is *any* evidence to support the SPRC determination, the city commission must affirm the SPRC determination. The record to be considered under section 1-19(c)(2) of the Land Development Code is *"all documents, plans, papers, or other material constituting the records"* from the SPRC meeting. No other documents, records, evidence or testimony may be presented to the city commission.

Public participation.

Members of the public who are not appellants in the appeal do not have legal standing to participate in the appeal, including those members who spoke or testified at the SPRC meeting. The role of the city commission is limited to a review of the record on appeal. If members of the public are allowed to speak at the appeal hearing, their comments may not be given any weight in the city commission's decision-making process.

Decision by the city commission.

The city commission's decision must be based on the record on appeal. If there is *any* competent substantial evidence to support the SPRC's final determination to approve the site plan, the city commission must affirm the SPRC's final determination. If the city commission determines that there is *no* competent substantial evidence (i.e., a complete absence of evidence) to support the SPRC's final determination, the city commission must grant Ms. Bobak's appeal (thus vacating the SPRC determination) stating with particularity the basis for the determination, and remand the matter to the SPRC for further action in accordance with the prescribed requirements under the Land Development Code for the consideration of matters by the SPRC.

Sequence and time-limits for presentations/arguments.

The city commission's rules of procedure do not specifically allocate or prescribe a particular order or sequence in matters involving an appeal from a final administrative determination.

The suggested order and time-limits below are generally fair and reasonable in most circumstances; and the commission may allow additional time in the interest of fairness.

(a) Open the public hearing.

(b) Planning Director's presentation/argument, based on the record on appeal **(20 minutes).**

(c) Appellant's presentation/argument, based on the record on appeal **(20 minutes).**

(d) Appellee's presentation/argument based on the record on appeal **(20 minutes).**

(e) Members of the public (non-appellants), no legal standing to speak.
If allowed to speak, comments should be limited to no more than **(3 minutes).**
No weight may be given to any such comments.

(f) Appellant's Rebuttal **(10 minutes).**

(g) Appellee's surrebuttal **(10 minutes).**

(h) Deliberation and decision by the city commission (i.e., motion, second, and vote).

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 8.B. |
| **Section** | PUBLIC HEARINGS | **Category** | Public Hearing - Resolution |
| **Subject** | Circle K, 699 South Nova Road, Appeal of Site Plan Review Committee Determinations | | |
| **Recommended Action** | It is recommended the City Commission affirm the Site Plan Review Committee's determinations based on the fact that the site plan is consistent with the City's Comprehensive Plan and Land Development Code. If it is determined by the City Commission that the Site Plan Review Committee misapplied a Land Development Code standard, the standard would need to be identified, and the applicant would have an opportunity to comply with the standard identified through the site plan process. | | |
| **Strategic Goal** | Transportation & Community Development - Other | | |
| **Department Staff Contact** | Planning & Building<br>Steven Spraker, Planning Director | | |


Summary

Amber Bobak (appellant) filed an appeal of the Site Plan Review Committee's approval of the site plan for Circle K, located at 699 South Nova Road, Site Plan Review Committee (SPRC) file SPRC-2024-000051. Under Section 1-19 of the Land Development Code, appeals of administrative officials are heard by the City Commission.

On December 4, 2024, the Site Plan Review Committee received a site plan application to redevelop the former Bank of America building at 699 South Nova Road. The proposed site plan includes a 5,200-square-foot Circle K convenience store with gasoline sales. The property at 699 South Nova Road is zoned as B-8, Commercial. A convenience store with gasoline sales is a conditional use acted upon by the SPRC, with the application demonstrating compliance with the conditional use criteria.

The SPRC provided the following determinations:

1. Allow 24-hour operation of the convenience store with gasoline sales.
2. Prohibition of a left-hand turns out onto Hand Avenue with the installation of signage and a painted striped pork chop area. The project would include a provision that the operation

of the prohibited left-hand turn would be reviewed by the Site Plan Review Committee for a one-year period and a two-year period. If there is an observation that restricted left-hand-turning movement pork chop is not functioning as intended, there would be an ability to require a raised curb.

3. Approval of the overall project, subject to the resolution of the outstanding site plan comments.

On May 27, 2025, the City Clerk's Office received an appeal from Ms. Bobak, which is included within the agenda packet. City staff have provided a project summary and a response to the appeal, and the applicant has also provided a response to the appeal.

The appeal includes statements regarding (1) Public Health and Safety Hazards, (2) Environmental Risks and Stormwater Contamination, (3) Lighting requirements within the Florida Building Code, (4) Incompatibility with the City's Comprehensive Plan, and (5) Lack of Community Support and Procedural Oversight.

The appeal does not reference any Land Development Code standards, such as stormwater, floodplain, or site development standards. The appeal does not provide a review of the conditional use criteria and how the project fails to meet the established criteria. The appeal does not provide any data or analysis detailing how the SPRC incorrectly applied the Land Development Code.

The items cited in appeal items (1) and (2) are not standards within the Land Development Code and are regulated by other agencies. Appeal item (3) references lighting standards that the applicant has committed to comply with once the site plan is approved. Appeal item (4) provides statements regarding the Comprehensive Plan, which Planning staff do not concur with the appellant's analysis as detailed within the Review of the Appeal section.

Finally, appeal item (5) states there is a lack of community support for the project. Conditional uses are reviewed and acted upon based on the standards and regulations within the Land Development Code. Conditional uses do not have any latitude of discretion, like the applications for Planned Developments where development standards are negotiated.

The SPRC cannot require improvements not specifically required by the Land Development Code.

Financial Impact

None

Citizen Impact

Concerns regarding the Circle K project have been expressed since the neighborhood meeting. Residents spoke at the May 14, 2025 SPRC meeting, and their statements are included in this packet. The project is allowed as a conditional use within the B-8 Commercial zoning district, and the key determination in the appeal is whether the project complies with the Land Development Code regulations. The appeal does not cite a Land Development Code regulation that the site plan does not meet.

Attachments

1. 25-133 Circle K Appeal (P25-0080G)
2. 07.22.2025, Circle K, 699 South Nova Road Appeal Staff Report
3. Attachment A - Appeal
4. Attachment B, Circle K, 699 South Nova Road Summary
5. Attachment C, 051425 SPRC Final Minutes w PowerPoint_rv2
6. Attachment D, 05.21.2025, SPRC meeting summary letter for Circle K
7. Attachment E, Photometric Plans-2025-02-14_v2
8. Attachment F, Applicant Response to Appeal

**RESOLUTION NO. 2025-133**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AFFIRMING A FINAL DETERMINATION BY THE SITE PLAN REVIEW COMMITTEE TO APPROVE A SITE PLAN FOR THE DEVELOPMENT OF A PROPOSED CIRCLE K CONVENIENCE STORE WITH GASOLINE SALES AT 699 SOUTH NOVA ROAD (SITE PLAN REVIEW COMMITTEE FILE 2024-000051); DENYING AN APPEAL OF THE FINAL DETERMINATION; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** on December 4, 2024, Circle K Stores, Inc. ("Applicant") submitted to the city's Site Plan Review Committee ("SPRC") an application including a site plan ("Application") to redevelop the former Bank of America building located at 699 South Nova Road, Ormond Beach ("Property"), and

**WHEREAS,** the Property is in the B-8, Commercial Zoning District, and

**WHEREAS,** the Application proposes the construction of a Circle K convenience store with gasoline sales, consisting of approximately 5,200-square-feet ("Project"), and

**WHEREAS,** a convenience store with gasoline sales is a conditional use in the B-8, Commercial Zoning District, and

**WHEREAS,** the Site Plan Review Committee is responsible for considering applications and rendering decisions for conditional uses in accordance with Article IV of the Land Development Code, including but not limited to the criteria in sections 2-54, 2-56, and 2-57 as follows:

**Sec. 2-54. - Purpose and intent.**

(1) Is compatible with the character of the surrounding area;

(2) Has sufficient land area to accommodate the proposed type of use, including its scale, mass, density and/or intensity, as well as requisite project amenities, infrastructure, parking and internal vehicular and pedestrian circulation;

(3) Provides adequate screening and buffering; and

(4) Avoids or successfully mitigates nuisance and other adverse impacts.

**Sec. 2-56. - General review criteria.**

(1) Off-street parking, loading and service areas.

(2) Required yards, screening or buffering, and landscaping.

(3) Size, location or number of conditional and special exceptions.

(4) Hours of operation.

(5) Hazardous waste.

(6) Development within or adjacent to an historic district.

(7) Outdoor lighting shall have no spill-over nor produce glare onto adjacent properties and rights-of-way.

(8) Special location criteria to protect residential areas, public uses, and community facilities.

**Sec. 2-57. - Criteria for review of specific conditional and special exception.**

(18) *Convenience food store, type A.*

a. Hours of operation may be limited to minimize adverse impacts on adjacent residential areas.

b. Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.

c. If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et. seq.), as amended from time to time.

d. Shall be located at the intersection of two (2) public rights-of-way. This provision may be waived by the city commission, subject to the applicant demonstrating that the site will not have detrimental impacts to the traffic flow on the adjacent street.

(19) *Convenience food store, type B*. All the requirements for convenience stores, type A shall apply in addition to the following:

a. Traffic circulation shall be designed to provide safe ingress and egress.

b. The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store sue and the gasoline pump area.

(20) *Convenience food store, type C.* All the requirements for convenience stores, type A and B shall apply, in addition to the following:

a. The minimum lot area shall be at least one and one-quarter (1 ¼) acres.

b. All pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District as amended.

c. Traffic circulation shall be designed to separate convenience store traffic from gasoline sales traffic and drive-through traffic.

d. The principal structure housing all uses on the site shall be a minimum of two thousand (2,000) square feet in area.

**WHEREAS,** on May 14, 2025, the Site Plan Review Committee held a publicly advertised meeting regarding the Application, and

**WHEREAS,** the Applicant was represented at the SPRC meeting by legal counsel and a professional consultant, who presented evidence and testimony to the SPRC, and

**WHEREAS,** members of the public (including Ms. Amber Bobak) attended the SPRC meeting and were provided an opportunity to provide testimony and evidence regarding the Application, and

**WHEREAS,** final decisions by the SPRC to approve a site plan application must be based on competent substantial evidence, and

**WHEREAS,** the SPRC determined that the Applicant presented competent substantial evidence in support of the Application based on the criteria in the Land Development Code, and

**WHEREAS,** the SPRC determined that the people in opposition to the Application (including Ms. Amber Bobak, the appellant herein) did not present competent substantial evidence to rebut the evidence presented by the Applicant, and

**WHEREAS,** based on the competent substantial evidence presented, the SPRC provided final approval of the Application, with the following conditions:

(1) Allow the operation of the convenience store with gasoline sales on a 24-hour daily basis.

(2) Prohibit a left-hand turn out onto Hand Avenue; requiring the installation of signage to prohibit left-hand turn movements, and a painted striped pork chop area. The operation of the turning movements, including the prohibition of left-hand turns, are to be reviewed by the SPRC annually for a two-year period. If the SPRC determines that the restricted left hand turn movement is not functioning as intended, the Applicant shall install a raised curb.

(3) Compliance with all outstanding plan comments by the SPRC.

**WHEREAS,** on May 27, 2025, Ms. Amber Bobak ("Appellant") filed an appeal to the city commission under section 1-19 of the Land Development Code regarding the SPRC's final determination to approve the Application, and

**WHEREAS,** in accordance with section 1-19(c)(2) of the Land Development Code, the determination by the city commission of the issues on appeal must be based on *"all documents, plans, papers or other material constituting the record"* from the SPRC meeting, and

**WHEREAS,** the appeal before the city commission is not *de novo* in that the Appellant cannot introduce new information, new evidence or new testimony that was not considered by the SPRC, and

**WHEREAS,** the issues on appeal raised by Appellant are: (1) Public Health and Safety Hazards; (2) Environmental Risks and Stormwater Contamination; (3) Lighting requirements within the Florida Building Code; (4) Incompatibility with the City's Comprehensive Plan, and (5) Lack of Community Support and Procedural Oversight, and

**WHEREAS,** the issues raised by the Appellant fall outside the scope of Land Development Code criteria (including stormwater, floodplain, and site development), and

**WHEREAS,** the Appellant has not shown that the SPRC incorrectly applied the required criteria in the Land Development Code regarding its final determination to approve the site plan Application for the Project, and

**WHEREAS,** written notice of the public hearing regarding the Appeal was published in accordance with applicable legal requirements, and the city commission has held a public hearing in accordance with the legal requirements, and

**WHEREAS,** based on the record before the SPRC, the city commission finds that the final determination by the SPRC to approve the Application is supported by competent substantial evidence, and further finds that the SPRC correctly applied the criteria in the Land Development Code as a basis for its decision, and

**WHEREAS,** based on the foregoing, the City Commission of the City of Ormond Beach affirms the final determination made by the Site Plan Review Committee to approve the site plan Application for the Project, now therefore,

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

**SECTION ONE.** The "WHEREAS" recitals are incorporated herein as findings by the city commission.

**SECTION TWO.** After careful consideration of the record on appeal (to-wit: "*all documents, plans, papers or other material constituting the record")*, the Appeal filed by the Appellant, Ms. Amber Bobak is hereby DENIED.

**SECTION THREE.** The final determination by the SPRC to approve the site plan Application for the proposed Project at 699 South Nova Road, Ormond Beach, Florida (SPRC-2024-000051) is AFFIRMED.

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

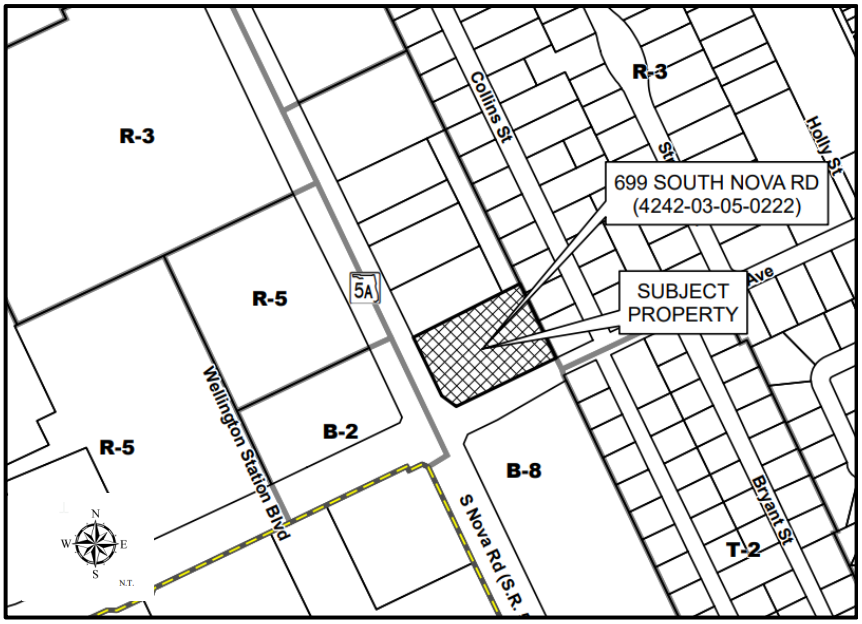
**APPROVED AND AUTHENTICATED, this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# PLANNING STAFF REPORT
## Circle K, 699 South Nova Road
## Appeal of the Site Plan Review Committee Determinations
## SPRC-2024-000051

| | |
|---|---|
| **SITE PLAN REVIEW COMMITTEE DETERMINATION DATE:** | May 14, 2025 |
| **CITY COMMISSION DATE:** | July 22, 2025 |
| **PROJECT NUMBER:** | SPRC-2024-000051 |
| **SUBJECT:** | Circle K, 699 South Nova Road<br>Appeal of the Site Plan Review Committee Determinations |
| **STAFF CONTACT:** | Steven Spraker, AICP, Planning Director |
| **ZONING MAP:** |  |

**SECTION 1, INTRODUCTION:** Amber Bobak (appellant) filed an appeal of the Site Plan Review Committee's approval of the site plan for Circle K, located at 699 South Nova Road, Site Plan Review Committee file SPRC-2024-000051. Under Section 1-19 of the Land Development Code, appeals of administrative officials are heard by the City Commission.

**SECTION 2, BACKGROUND:** On December 4, 2024, the Site Plan Review Committee received a site plan application to redevelop the former Bank of America building at 699 South Nova Road. The proposed site plan includes a 5,200-square-foot Circle K convenience store with gasoline sales. The property at 699 South Nova Road is zoned as B-8, Commercial. A convenience store with gasoline sales is a conditional use acted upon by the Site Plan Review Committee, with the application demonstrating compliance with the conditional use criteria. A neighborhood meeting was conducted on February 10, 2025. At the neighborhood meeting, several residents indicated they did not believe the convenience store with gasoline sales was appropriate near residential areas.

The site plan has been reviewed as follows:

| # | Submittal | Request for Additional Information |
|---|---|---|
| 1. | December 4, 2024 | December 22, 2024 |
| 2. | February 17, 2025 | March 4, 2025 |
| 3. | April 22, 2025 | May 8, 2025 |

The Site Plan Review Committee has outstanding comments of the site plan review. The outstanding comments are technical and would not impact the overall site plan layout or project use. ATTACHMENT B provides a summary of the project, including site plans and reviewer comments.

The Site Plan Review Committee set a determination date for the project for May 14, 2025. Notification of this meeting was provided to the appellant, the project applicant, website posting, and a newspaper advertisement. A summary packet for the Site Plan Review Committee meeting and is included in ATTACHMENT B. Based upon the review, three determinations were sought of the Site Plan Review Committee that included:

1. Hours of operation;
2. Hand Avenue Access; and
3. Overall project determination.

The May 14, 2025, Site Plan Review Committee meeting included the following process:

1. Staff presentation;
2. Applicant presentation;
3. Public comments;
4. Applicant response;
5. Staff discussion; and
6. Site Plan Review Committee decision.

The Site Plan Review Committee provided the following determinations:

1. Allow 24-hour operation of the convenience store with gasoline sales.
2. Prohibition of a left-hand turns out onto Hand Avenue with the installation of signage and a painted striped pork chop area. The project would include a provision that the operation of the prohibited left-hand turn would be reviewed by the Site Plan Review Committee for a one-year period and a two-year period. If

there is an observation that restricted left hand turning movement pork chop is not functioning as intended, there would be an ability to require a raised curb.

3. Approval of the overall project, subject to the resolution of the outstanding site plan comments.

Please see ATTACHMENT C for the Site Plan Review Committee meeting minutes and PowerPoint used at the May 14, 2025 meeting. Site Plan Review Committee members knew there was a potential appeal to the City Commission from the appellant regarding hours of operation and the applicant regarding the no left-hand turn access onto Hand Avenue. On May 27, 2025, the City Clerk's Office received an appeal from the appellant, which is included in ATTACHMENT A. No appeal was received from the applicant regarding the prohibition of a left-hand turn onto Hand Avenue.

**SECTION 3, PROJECT DESCRIPTION:** Key aspects of the project include:

1. The project site is 699 South Nova Road.
2. The land use for the property is "Commercial," and the zoning designation is B-8, Commercial.
3. The property is 1.88 acres.
4. The property was a former Bank of America of approximately 3,520 square feet that is proposed to be demolished.
5. The property is developed, and there are no wetlands on-site.
6. The property is within flood zone X, and the special flood hazard area standards are not applicable.
7. The project is not within primary or secondary wellfield protection zone as defined in Section 3-19 of the Land Development Code.
8. The project proposes a 5,200-square-foot convenience store with 12 fueling stations. The convenience store use is conditional use within the B-8 Commercial zoning district.
9. The project would connect to city water and sewer services.
10. The existing building was constructed in 1980, and the site does not have a stormwater management system. There is minimal treatment and attenuation of runoff from the existing site that flows to the Hand Avenue right-of-way. Stormwater runoff will be treated through underground exfiltration chambers. Runoff from the on-site post-development basin will sheet flow into the proposed inlets, which will route the runoff into the underground exfiltration system, where the stormwater is treated and attenuated.
11. The project abuts residential uses to the east. Per Section 2-50(n) of the Land Development Code, a six-foot-high masonry wall is required.
12. The landscape buffers meet the buffer requirements of Section 3-06 of the Land Development Code, including a thirty-foot landscape buffer abutting the residential use and a twenty foot landscape buffer along Nova Road.

13. A photometric plan is provided in ATTACHMENT E and complies with the requirements of the Land Development Code.
14. The project performed a Traffic Impact Analysis, which is included in ATTACHMENT D. City staff contracted with HDR Engineering, Inc. to provide a review of the Traffic Impact Analysis. The County of Volusia Traffic Engineering has also reviewed the traffic study.
15. The project proposes a right-in and right-out on Nova Road.
16. As a result of the Site Plan Review Committee meeting, Hand Avenue access would be right in and right out with a painted pork chop.
17. The project meets the required 33 parking spaces.
18. The fuel tank vent risers are near Hand Avenue and South Nova Road.
19. The project engineer has provided a fuel delivery truck turning analysis demonstrating that deliveries will occur from Nova Road and exit onto Nova Road.
20. The project architecture is included in ATTACHMENT D. The project architecture is neo-eclectic with Mediterranean and Spanish architectural styles. The columns include brick wrapping of the columns and clay tile roofing.

**SECTION 4, REVIEW OF THE APPEAL:** The appeal of the Site Plan Review Committee determinations is included as ATTACHMENT A. Below is the appellant statement in **bold text**, the Site Plan Review Committee staff response in *italics text,* and the applicant response in underlined text.

**Appellant Statement:**

1. **Public Health and Safety Hazards**
   **Gas stations emit BTEX compounds-Benzene, toluene, and other known carcinogens. Studies from the U.S. EPA (2001) and World Health Organization (2010) show increased cancer and respiratory illness among population living with-in 300-500ft. I've previously shared studies with city staff via e-mail since I first spoke on this issue at the City Commission on February 18, 2025.**

**Staff response:**

*The Land Development Code does not regulate the BTEX compounds referenced of benzene, toluene, and other known carcinogens. The Florida Department of Environmental Protection regulates convenience stores with gasoline sales. There are state and federal regulations regarding chemicals associated with convenience stores with gasoline sales. The Florida Department of Environmental Protection requires facilities with fuel storage tank systems to register annually and maintain proper Financial Assurance and Liability Insurance, among other things. Once registered, convenience stores with gasoline sales would be subject to regulatory inspections. The locally delegated county program that performs compliance inspections in Volusia County has been contracted with the Orange County Environmental Protection Division. No copies of any studies referenced by the U.S. EPA (2001) and World Health Organization (2010) have been provided as part of the appeal.*

**Appellant Statement:**

**The proposed site is too close to residential neighborhoods, sensitive wetland, and area prone to flooding compounding the risk of vapor intrusion and airborn toxins, as well as possible water contamination.**

**Staff response:**

*The property at 699 South Nova Road has a zoning designation of B-8, Commercial and convenience stores with gasoline are allowed as a conditional use with review and approval by the Site Plan Review Committee. The Land Development Code does not contain any distance requirements for convenience stores with gasoline. At the direction of the City Commission, the Planning Board reviewed proposed conditions for gas stations abutting residential uses at the May 8, 2025 meeting. The proposed conditions would not apply to existing applications. It is acknowledged that the City may be pre-empted by enacting more restrictive regulations based on legislative changes with Senate Bill 180.*

*Section 3-18 of the Land Development Code contains requirements for surface water runoff control, and Section 3-20 includes floodplain management and protection requirements. The property at 699 South Nova Road is an existing developed site with no stormwater management. The subject property has no designated wetlands and is not within the floodplain.*

**Applicant Response:**

Regulation of this site will comply with all local, state, and federal regulations relating to environmental health and safety. While several studies exist on these broad topics, there is no evidence providing that gas stations constructed to current standards, with environmental regulations and protections in place, pose a direct or undue health impact on adjacent areas. Specifically, the underground storage tanks (USTs) associated with the site will be regulated through FDEP and subject to strict compliance and inspection requirements.

Please refer to Sheet C3.0, Existing Conditions and Demolition plan showing the current development of the property which indicates no wetlands on-site. Please also refer to Sheet C4.0, Overall Site Plan showing the proposed development and existing developments adjacent to the site.

**Appellant Statement:**

2. **Environmental Risks and Stormwater Contamination**

**The projects proposed underground sediment filtration system is scientifically inadequate for capturing dissolved pollutants like benzene or heavy metals. According to the EPA (2003) and FDEP Stormwater Management Manual (2016), these systems only remove suspended solids – not chemical contaminants. During heavy rainfall events common in our neighborhoods – filters become overwhelmed, which lead to pollutants into nearby stormwater drains that flow into the protected Central Park Wetlands and homes. While I did not find these bodies of water on the current 2025 impaired water list, most of our Volusia County water bodies are currently listed as impaired. I would predict that moving forward with this project**

**would long-term degrade the water quality and possibly put the City at risk of future violation of federal and state water quality standards.**

**Staff response:**

*The state and federal regulations regulate emissions of metals, such as benzene, from gas stations. The 699 South Nova Road property has no existing stormwater management system, as it was constructed before stormwater requirements were enacted. The redevelopment plan shall provide a stormwater management system in compliance with Section 3-18 of the Land Development Code. The property at 699 South Nova Road will contain its stormwater within the designed stormwater management system and does have a required outfall. The redevelopment will discharge less stormwater at a slower rate than the pre-development conditions. The appellant has not provided any analysis or reports from a qualified design professional to provide evidence of the statements predictions.*

**Applicant Response:**

The Applicant is meeting all local, state, and federal requirements for the proposed use, including stormwater retention and treatment standards set forth by the St. Johns River Water Management District. These standards are set in place to identify and mitigate impacts of proposed uses on adjacent water bodies. The unqualified prediction of a resident that a proposed use and system *may* create a future impact to water bodies is not competent, substantial evidence relating to this matter. Further, the proposed site is not required under current regulations to design for the pre-post discharge and treatment review of the 100-year, 24-hour storm event based on the existing site conditions and redevelopment. However, the Applicant has voluntarily designed the site to meet these standards, which goes above and beyond their state regulatory requirements.

**Appellant Statement**

3. **Building and Energy Codes**

**The Florida Building Code – Energy Conservation (2020, 7th Edition, Section C405 2.2.2.) requires that "Exterior lighting not designated for 24-hour operation shall be automatically turned off during daylight hours and reduced by no less than 50% during nighttime non-operational hours."**
**When asked by the City at the May 14, 2025, SPRC meeting whether lighting would be reduced in given limited hours, the applicant responded: "I don't think so, not really." This shows the decision of the SPRC was not made with full code information, when voting on operational hours. The applicants lighting would be required to reduce lighting.**

**Staff response:**

*The Florida Building Code – Energy Conservation (2020, 7th Edition, Section C405 2.2.2) is expired and has been replaced with the 2023, 8th edition of the Florida Building Code effective on January 1, 2024.*

*The Florida Building Code – Energy Conservation (2020, 7th Edition, Section C405 2.2.2) stated,*

***C405.2.2.2 Light-reduction controls.***
*Spaces required to have light-reduction controls shall have a manual control that allows the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 50 percent. Lighting reduction shall be achieved by one of the following or another approved method:*

1. *Controlling all lamps or luminaires.*
2. *Dual switching of alternate rows of luminaires, alternate luminaires or alternate lamps.*
3. *Switching the middle lamp luminaires independently of the outer lamps.*
4. *Switching each luminaire or each lamp.*

***Exception:*** *Light reduction controls are not required in daylight zones with daylight responsive controls complying with Section C405.2.3.*

*The 2023, 8th edition of the Florida Building Code contains multiple regulations regarding exterior lighting controls and the project is required to meet building code standards after approval of the site plan with the submittal of a building permit.*

*The appellant states that the Site Plan Review Committee members did not have full information to make a decision. The Site Plan Review Committee members considered all the statements made at the May 14, 2025 meeting to make a determination. Multiple factors were considered when reviewing the proposed hours of operation. The testimony from the business owner regarding the site lighting was one part of an overall decision. Items discussed in the project review included the applicant's written responses to the conditional use criteria, other gas station uses, other 24-hour uses in the area, and the testimony of a Police Captain regarding the proposed hours.*

**Applicant Response:**

The Applicant must meet all requirements of the Florida Building Code (which is on its 8th edition, set forth in 2023, which overrules the prior 2020 edition noted above). The 8th edition of the FBC does not include a Section 405.2.2.2, which has been removed. However, plenty of standards regarding lighting for sites do still exist in the current version and shall be met on site. The Applicant further noted that they have no direct knowledge of lighting changes outside of a 24 hour operation, as their corporate facilities all operate on a 24/7 standard.

Please refer to the Photometric plans, “RL-9903-S1-R2”, showing the proposed light pole locations and footcandles along the property line adjacent to residential. The lighting is meeting all local ordinances as indicated on the plans as well as the requirement of glare guards on any light fixture within 100ft of residential properties per COB LDC requirements.

**Appellant Statement:**

4. **In compatibility with the City's Comprehensive Plan**

**When reading through the Comprehensive Plan my interpretation put this proposed project in direct conflict with several core policies of the City's Future Land Use Element.**

- **Policy 1.1.3.: Seeks to preserve the character of residential neighborhoods and prevent disruptive land use.**

**Staff response:**

*Policy 1.1.3. of the Future Land Use Element states:*

*POLICY 1.1.3. Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.*

*The application at 699 South Nova Road is not seeking to amend any land use changes and the existing "Commercial" land use allows convenience stores (with gas sales) as a conditional use within the B-8, Commercial Zoning District.. The term "land use" is the Comprehensive Plan designated land use of the subject property. There are no changes to land uses proposed in the site plan application.*

**Applicant Response:**

The cited policy 1.1.3 states that it intends to "preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character…." In this case, our project is in a commercial future land use classification presently. The adjoining property is in a residential land use classification. There is no intrusion of either land use into the other.

Please refer to the Architectural Exhibit package that was submitted to the City as part of the site plan permitting process. The building elevations have been enhanced from the prototypical Circle K elevations to ensure the site ties in architectural design elements per the City Code and Comprehensive plan.

**Appellant Statement:**

- **Policy 1.1.5.: Discourages high-risk and pollution-prone uses near residential-adjacent zones.**

**Staff response:**

*Policy 1.1.5. of the Future Land Use Element states:*

*POLICY 1.1.5. Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.*

*This policy allows residential development to propose innovative designs, often through a Planned Development process. The text of the policy does not contain terms high-risk or pollution prone as stated in the appellant's statement.*

**Applicant Response:**

This policy provides guidance to the City's implementation of Objective 1.1, the "Residential Land Use" and further does not mention pollution in any way. Policy 1.1.5 of the Comprehensive Plan provides for innovative design measures for new neighborhoods and neighborhood facilities.

**Appellant Statement:**

- **Policy 1.4.1.: Allows only light industry with minimal environmental and residential impact. Which gas stations do not meet that standard due to the high-risk chemicals, even if not technically high industry.**

**Staff response:**

*Policy 1.4.1. of the Future Land Use Element states:*

*POLICY 1.4.1. 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.*

*This policy is under Objective 1.4. that contains policies for "Industrial/Utilities" land use properties. The existing land use for 699 South Nova Road is "Commercial" and Policy 1.4.1. does not apply to parcels with a "Commercial" land use. The appellant's statements acknowledge the subject property is not an industrial use.*

**Applicant Response:**

This policy provides guidance to the City's implementation of Objective 1.4, the "Utility/Industrial Land Uses" and states that light industrial uses shall be encouraged in area where utilities are available and where impact to neighborhoods can be kept to a minimum. We are not proposing an industrial use at this location. As stated above, regulation of the gas component of the proposed use will meet all local, state, and federal requirements, and inclusion of retail sales of gasoline does not convert this use type into a "high industry."

**Appellant Statement:**

- **Policies 2.2.7 (A&B) and 2.2.8.: Require that development void releasing pollutants during flooding events – yet this project sits near and will potentially flow into a KNOWN flood-prone area, increasing the risk of runoff carrying contaminants into sensitive wetland area and homes.**

**Staff response:**

*There are no Policies 2.2.7 (A&B) and 2.2.8. in the Future Land Use Element and the Objective referenced is Objective 2.2. Concurrency.*

*Within the Utilities Element, Policies 2.2.7. and 2.2.8 state:*

*POLICY 2.2.7.*

*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.*

*This Policy discussed the use of wetlands as part of the stormwater management system. The property at 699 South Nova Road does not contain any wetlands and is not proposing to use wetlands as part of their stormwater management system. This Policy would not be applicable to the proposed project.*

*POLICY 2.2.8. Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and Building Permits.*

*This Policy applies to every development and does not reference pollutants.*

**Applicant Response:**

That is not what this policy states or requires – to be clear, Policy 2.2.7 provides that stormwater systems that **utilize wetlands as a component of their system** must meet certain additional standards. Policy 2.2.8 provides that operators of stormwater management systems must comply with their permit and Development Order.

**Staff response:**

*Planning staff would state the following Comprehensive Plan Policies are applicable to the proposed project:*

*Future Land Use Element*

*POLICY 1.2.5.*

*The redevelopment and renewal of blighted commercial areas shall be encouraged.*

*POLICY 1.2.6.*

*New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.*

*POLICY 1.2.10.*

*Commercial truck traffic not destined for residential areas should not travel through residential areas.*

*POLICY 2.1.14.*

*The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.*

***Transportation Element***

*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;*

*d. Interior throughways within parking areas shall be separated from parking aisle areas;*

*POLICY 1.6.11.*

*The City shall utilize enhanced access management strategies along the Multi-Modal Corridors to improve the efficiency of the corridors.*

*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% for all development and redevelopment along a recognized Multi-Modal Corridor.*

*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.*

***Utilities 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 2.2.1.*

*New stormwater management systems shall be built consistent with best available technologies in the filed of stormwater design and treatment. The City shall continue to*

*perform 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 2.2.8.*

*Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and Building Permits.*

*POLICY 2.2.10.*

*Developers shall produce for examination, by the City, justified computer models and other data that objectively provide information relevant to their proposed projects.*

*POLICY 2.2.12.*

*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 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.*

**Appellant Statement:**

5. **Lack of Community Support and Procedural Oversight**

**I have collected around 200 residential signatures on a petition (appendix A) opposing this use for the location. The City's Comprehensive Plan emphasizes sustainable growth, environmental protection, and community quality of life. Moving forward with this project would, in my interpretation, disregard unified public opposition and contradict City's stated principles.**

**Staff response:**

*The property at 699 South Nova Road has a zoning designation of B-8, Commercial and convenience stores with gasoline are allowed as a conditional use with review and approval by the Site Plan Review Committee. The project conducted a required neighborhood meeting on February 10, 2025. Neighborhood meetings are required for commercial uses when they abut residential areas, even if allowed as a permitted or conditional use. A conditional use is defined in the Land Development Code in Section 1-22 as follows:*

> *the need for staff approval for a use permitted in a particular zoning district that may be compatible within part of a district but not throughout the district and is permitted only upon successful demonstration by an applicant that the use as proposed on a specific site will comply with all the conditional use criteria and standards for location, design and/or operation.*

*Conditional uses are reviewed and acted upon based on the standards and regulations within the Land Development Code. Conditional uses do not have a latitude of discretion, like the applications for Planned Developments where development standards are negotiated. The Site Plan Review Committee cannot require improvements that the Land Development Code does not specifically require. The appellant has not provided a Land Development Code standard or regulation that the Site Plan Review Committee misapplied. It is understood that the appellant seeks to have distance requirements between convenience stores with gasoline sales and residential uses. That standard does not exist in the Land Development Code and based on City Commission direction is being reviewed as an amendment to the Land Development Code.*

**Applicant Response:**

The Applicant provided ample opportunity for public feedback and input on the proposed use from adjacent property owners. Prior to a formal submittal, mailed requests to meet where issued to all adjacent property owners to the site, and multiple on site meetings were held between the development team and adjacent property owners. During the formal review process, an additional community meeting was held as required under the City's Land Development Regulations. The City's zoning code, and state law, do not permit the denial of a use based solely on requests of the residents or opinion testimony on what use may be best suited for a property. The City requires strict compliance with all local regulations and conditions for review and approval of a conditional use, which the City's professional staff have identified as being met for this proposed use.

**Appellant Statement:**

**Futhermore, the current SPRC process does not require pre-construction biological assessments, which is insufficient for a high-risk adjacent to protected gopher tortoise habitat and designated wetland zones.**

**Staff response:**

*Regarding the environmental assessment statements, the property does not contain wetlands and is not within the floodplain. The Florida Fish and Wildlife Conservation Commission regulates gopher tortoises. Gopher tortoises assessments are done within 90 days of construction activities. Per Section 166.033(5) Florida Statutes local governments cannot withhold permits based upon state permitting.*

*The Site Plan Review Committee has (1) reviewed the project consistent with the Land Development Code, (2) required a neighborhood meeting, (3) met with and responded to inquiries regarding this project, (4) conducted a determination meeting with public comments, (5) sought input from professionals such as a traffic engineer and a Police Captain, and (6) provided a determination for the project based on the Land Development Code standards.*

**Applicant Response:**

This project is the redevelopment of an existing constructed bank facility. The site as impacted in its current condition, does not contain habitat or wetland areas, and

is in Flood Zone X (area of minimum flood hazard.) We do not believe there is a full biological survey requirement for this property under the Land Development Code.

Please refer to Sheets C3.0, Overall Existing Conditions and Demolition Plan and C3.1, Existing Conditions and Demolition Plan for the existing site conditions and proposed limits for improvements. Please refer to Sheet C4.0, Overall Site Plan and Sheet C4.1, Site Plan for the proposed site after redevelopment. The site plans show all required buffers, screen walls and location of proposed underground stormwater system and location of underground fuel takes relative to the adjacent residential areas.

**SECTION 5, ANALYSIS:**

Applicable Land Development Code Sections:

Section 4-02 of the Land Development Code requires

> "Site plan review and approval by the Site Plan Review Committee (SPRC) is required for all development applications before the issuance of a building permit, site development engineering permit (subdivision), grade and fill permit, business tax receipt, or other development-related approvals required under this Land Development Code."

Section 1-22 of the Land Development Code defines a conditional use as follows:

> *Conditional use* means the need for staff approval for a use permitted in a particular zoning district that may be compatible within part of a district but not throughout the district. It is allowed only upon successful demonstration by an applicant that the use as proposed on a specific site will comply with all the conditional use criteria and standards for location, design, and/or operation.

Section 1-22 of the Land Development Code provides the following definition for the convenience store use:

> *A convenience store* is a small retail store that sells grocery and deli items and other day-to-day goods and stocks such goods on the premises, all on a limited basis. A convenience store may offer the retail sale of motor fuels as an accessory use if permitted in the particular zone or if the specific zone allows gasoline filling stations as a principally permitted use. The following are types of convenience stores:
>
> (1) Type A: no sale of gasoline from gas pumps or no carwash facility;
>
> (2) Type B: includes the sale of gasoline from gas pumps and self-service carwashes and
>
> (3) Type C: provides for the sale of gasoline from gas pumps, self-service carwash, and a type C restaurant with or without a drive-through window.

Section 2-55 of the Land Development Code provides the application and review procedures for conditional uses. Section 2-56 of the Land Development Code provides the review criteria for conditional uses that are listed below. The appeal does not provide any review, analysis, or objections to the Site Plan Review Committee determinations

based on the conditional use criteria. The Land Development Code criteria are shown in **bold** and the staff response in *italics*.

**(1) Off-street parking, loading and service areas. Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.**

*The site plan has been prepared by a Professional Engineer and reviewed by the Site Plan Review Committee that includes a Professional Engineer and an American Institute of Certified Planner. The off-street parking meets the requirements of Article III of the Land Development Code. The project prepared a traffic impact analysis that was prepared by a Professional Engineer and reviewed by a traffic consultant, HDR engineering, by a Professional Engineer. The site was restricted to right in and right out access points on Nova Road and Hand Avenue.*

**(2) Required yards, screening or buffering, and landscaping. Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, chapter 3, article 1 and other applicable provisions of this Land Development Code.**

*The site plan was prepared by a Registered Landscape Architect and reviewed by the Site Plan Review Committee that includes a Registered Landscape Architect. The project complies with buffer area requirements of Section 3-06 of the Land Development Code and the wall requirement of Section 2-50(n)(14) of the Land Development Code.*

**(3) Size, location or number of conditional and special exceptions. Size, location, or number of conditional and special exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or special exceptions are located.**

*There have been no other conditional or special exceptions uses in recent history. The Tomoka Plaza to the south has existed for a number of years. To the north of the subject property are existing commercial uses. The 7-11 convenience store exists to the west, across Nova Road, and was annexed into the City in 2000. To the east of the subject property, there are existing single-family homes.*

**(4) Hours of operation. Hours of operation may be limited and the city may require additional information on structural design and site arrangement, to ensure the compatibility of the development with existing and proposed uses in the surrounding area. For instance, hours of operation may be restricted to avoid potential adverse impacts on a conforming residential use or on an adjacent residential district.**

*The Site Plan Review Committee discussed the hours of operation at the May 14, 2025 meeting. A determination for no hours of operation restrictions was made based upon (a) there are no other convenience stores with hours of operation restrictions, (b) written statements from the applicant, and (c) testimony at the May 14th Site Plan Review Committee from a city Police Department Captain. The appeal has not provided any data or analysis of why the hours of operation for the business should be restricted.*

**(5) Hazardous waste. The conditional or special exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques.**

*The proposed use is a convenience store with gasoline sales, and the appeal has made statements about chemicals in the venting process of the use. Gas stations are regulated by the Florida Department of Environmental Protection and standards exist regarding environmental protection. The applicant's response states (ATTACHMENT F) states, "While several studies exist on these broad topics, there is no evidence providing gas stations constructed to current standards, with environmental regulations and protections in place, pose a direct or undue health impact on adjacent areas."*

**(6) Development within or adjacent to an historic district. All development proposed as a conditional special exception within or adjacent to an historic district shall be reviewed based on applicable criteria stated herein for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures, contributing structures, and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes and amenities of structures within the historic district.**

*The project is not within or adjacent to an historic district.*

**(7) Outdoor lighting shall have no spill-over nor produce glare onto adjacent properties and rights-of-way. Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) footcandles at the property line. The lighting plan shall indicate all outdoor lighting, including lighting for streets, access drives, parking lot, building access points and additional security lighting. The plan shall indicate fixture heights, type and rating by wattage or lumens. The plan shall include characteristics of all lighting whether freestanding or wall mounted; type of illumination, vendor specifications, method of shielding light and light source, photometric plan, measures of illumination with contours indicating light source at the property lines and ten feet (10') into adjoining properties, including right-of-way. Lighting specifications for all signage shall be submitted and shall be compatible with land uses in the immediate vicinity.**

*The lighting and photometric plan is provided in ATTACHMENT E. The photometric plan shows the footcandles and the required glare guards next to the residential area. The photometric plan complies with the Land Development Code standards.*

**(8) *Special location criteria to protect residential areas, public uses, and community facilities.* The following location criteria shall be applicable to wine, beer or liquor stores in a freestanding structure, bars and lounges, houses of worship, nightclubs, public parks and recreation facilities, pool or billiards halls and private schools:**

**No bar, lounge, or nightclub, as defined in chapter 1, article III of this Land Development Code, shall be located within one thousand feet (1,000') of any of the following uses permitted by this Land Development Code:**

**1. House of worship.**

**2. Public park.**

**3. Public recreation area.**

**4. School.**

**b. None of the following uses permitted by this Land Development Code shall be located within one thousand feet (1,000') of any bar, lounge or nightclub, as defined in this Land Development Code:**

**1. House of worship.**

**2. Public park.**

**3. Public recreation area.**

**4. School.**

**c. The distances specified in this section shall be measured by measuring the shortest route of ordinary pedestrian travel along the public thoroughfare between the main entrances to each of the respective uses under consideration.**

**d. The restrictions in this section do not apply to any type of restaurant, as defined in this Land Development Code, which is licensed as such by the division of hotels and restaurants, department of business and professional regulations, and which is also licensed to serve alcoholic beverages for consumption on the premises by the division of alcoholic beverages and tobacco of the department of business and professional regulation.**

**e. No bar, lounge, or nightclub, as defined in this Land Development Code, shall be located within one thousand feet (1,000') of an existing bar, lounge or nightclub, except when part of a hotel or motel having one hundred (100) or more rooms, with access limited to the hotel or motel lobby, and where parking is provided on the basis of one (1) additional space per six (6) seats.**

*The convenience store use is not a use with special location criteria, and this criterion is not applicable.*

In addition to the general conditional use criteria within Section 2-56 of the Land Development Code, Section 2-57 of the Land Development Code provides the following specific conditional use standards which are listed below. The appeal does not provide any review, analysis, or objections to the Site Plan Review Committee determinations based on the conditional use criteria. The Land Development Code criteria are shown in **bold** and the staff response in *italics*. The applicant has responded to these criteria in ATTACHMENT B.

**(18) *Convenience food store, type A.***

**a. Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.**

*The Site Plan Review Committee discussed the hours of operation at the May 14, 2025 meeting. A determination for no hours of operation restrictions was made based upon (a) there are no other convenience stores with hours of operation restrictions, (b) written statements from the applicant, and (c) testimony at the May 14th Site Plan Review Committee from a city Police Department Captain. The*

*appeal has not provided any data or analysis of why the hours of operation for the business should be restricted.*

**b. Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.**

The site plan was prepared by a Registered Landscape Architect and reviewed by the Site Plan Review Committee that includes a Registered Landscape Architect. The project complies with buffer area requirements of Section 3-06 of the Land Development Code and the wall requirement of Section 2-50(n)(14) of the Land Development Code.

**c. If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et seq.), as amended from time to time.**

*In the application, the applicant states, "The proposed convenience store shall comply with all applicable provisions of the Convenience Business Security Act."*

**d. Shall be located at the intersection of two (2) public rights-of-way; this provision may be waived by the City Commission, subject to the applicant demonstrating that the site will not have detrimental impacts to the traffic flow on the adjacent street.**

*The proposed convenience store is be located at the intersection of Hand Avenue and South Nova Road. The project meets this criteria.*

**(19) Convenience food store, type B. All the requirements for convenience stores, type A shall apply in addition to the following:**

**a. Traffic circulation shall be designed so as to provide safe ingress and egress.**

*The site plan has been prepared by a Professional Engineer and reviewed by the Site Plan Review Committee that includes a Professional Engineer and demonstrates safe ingress and egress. The access points were reviewed as part of the Traffic Impact Analysis and designed to prevent unsafe traffic movements. The site plan has also included turning movements for the fuel delivery vehicle and a fire truck.*

**b. The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store use and the gasoline pump area.**

*The site plan has been prepared by a Professional Engineer and reviewed by the Site Plan Review Committee that includes a Professional Engineer and separation from the internal traffic and parking spaces for the convenience store use and the gasoline pump area. The parking spaces are located by the building on the west, south, and east portions of the building. The gas pumps are located to the south of a drive-aisle.*

**(20) *Convenience food store, type C.* All the requirements for convenience stores, type A and B shall apply, in addition to the following:**

**a. The minimum lot area shall be at least one and one-quarter (1¼) acres.**

*The subject property is 1.88 acres and meets this criteria.*

**b. All pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District as amended.**

*The subject property is within the Greenbelt Overlay District and complies with the B-8, Commercial zoning district setbacks.*

**c. Traffic circulation shall be designed so as to separate convenience store traffic from gasoline sales traffic and drive-through traffic.**

*The project does not propose a drive-through use and this criteria would not be applicable.*

**d. The principal structure housing all uses on the site shall be a minimum of two thousand (2,000) square feet in area.**

*The proposed building square footage is 5,200 square feet and meets this criteria.*

The Site Plan Review Committee is required to review and act upon the Circle K site plan based upon the regulations and standards of the Land Development Code.

Convenience Stores with gasoline sales:

The Land Development Code contains conditional use criteria for convenience stores contained within Section 2-57. Concern has been expressed at the neighborhood meeting and during City Commission meetings regarding the location of the proposed convenience store in relationship to residential uses. The Land Development Code does not contain additional regulations for convenience stores next to residential areas. Examples of other convenience stores next to or near residential areas include (a) WaWa at 600 West Granada Boulevard, (b) Sunoco at 460 South Atlantic Avenue, (c) 7/11 at 690 South Nova Road, and (d) Sunoco at 3 North Yonge Street. Convenience stores (no gas sales) are allowed as permitted and conditional uses (with gas sales) in the B-4, Central Business, B-5, Service Commercial, B-7, Highway Tourist Commercial, and B-8, Commercial zoning districts. These districts interact with residential uses within South Atlantic Avenue, US Highway 1, and Nova Road corridors. These corridors have commercial zoning districts that directly abut residential uses.

At the March 4, 2025 City Commission meeting, direction was provided to review the convenience store use within the Land Development Code regarding potential distance requirements to residential uses. The Planning Board reviewed a discussion item at the May 8, 2025 Planning Board meeting and provided direction. Staff are monitoring Senate Bill 180 to determine if this legislation would pre-empt a Land Development Code amendment. Senate Bill 180 would prohibit amendments that would be more restrictive or burdensome to jurisdictions' Comprehensive Plan or Land Development Code.

**SECTION 6, CONCLUSION:** The appeal requests that “the City reconsider both SPRC’s approvals of this project and suspend any further permitting or construction activity for the proposed project. The Site Plan Review Committee made the following determinations:

1. **Allow 24-hour operation of the convenience store with gasoline sales.**

   A determination was based upon (a) there are no other convenience stores with hours of operation restrictions, (b) written statements from the applicant, and (c) testimony at the May 14th Site Plan Review Committee from a city Police

Department Captain. The appeal refers to a building code standard to refute a statement about the lighting from the business representative at the Site Plan Review Committee meeting. The Land Development Code contains lighting standards that the applicant has satisfied in the photometric plan. The appeal has not provided any data or analysis of why the hours of operation for the business should be restricted.

2. **Prohibition of a left-hand turns out onto Hand Avenue with the installation of signage and a painted striped pork chop area. The project would include a provision that the operation of the prohibited left-hand turn would be reviewed by the Site Plan Review Committee for a one-year period and a two-year period. If there is an observation that it is not functioning as intended, there would be an ability to require a raised curb.**

   The appeal's five points do not address the left-hand turn prohibition approved by the Site Plan Review Committee.

3. **Approval of the overall project is subject to the resolution of the outstanding site plan comments.**

   The appeal includes statements regarding (1) Public Health and Safety Hazards, (2) Environmental Risks and Stormwater Contamination, (4) incompatibility with the City's Comprehensive Plan, and (5) Lack of Community Support and Procedural Oversight. The appeal does not reference any Land Development Code standard, such as stormwater, floodplain, or site development standards. The appeal does not provide a review of the conditional use criteria and how the project fails to meet the established criteria. The appeal does not provide any data or analysis detailing how the Site Plan Review Committee incorrectly applied the Land Development Code. The items cited in appeal items (1) and (2) are not standards within the Land Development Code and are regulated by other agencies. Appeal item (4) provides statements regarding the Comprehensive Plan, which Planning staff do not concur with the appellant's analysis as detailed within the Review of the Appeal section. Finally, appeal item 5 states that there is a lack of community support for the project. Conditional uses are reviewed and acted upon based on the standards and regulations within the Land Development Code. Conditional uses do not have any latitude of discretion, like the applications for Planned Developments where development standards are negotiated. The Site Plan Review Committee cannot require improvements not specifically required by the Land Development Code.

The appellant has identified concerns with the proposed project and provided opinions regarding the Site Plan Review Committee approval. It is important for the City Commission to note that the proposed use is allowed as a conditional use within the B-8, Commercial zoning district. The applicant has complied with specific procedures identified in the Land Development Code, such as submitting site plans prepared by the appropriate design professionals and a neighborhood meeting. The Site Plan Review Committee is tasked with reviewing site plans for compliance with the conditional use criteria and the development standards within the Land Development Code. The appellant has not reviewed the conditional use criteria or provided a Land Development Code section where an assertion was made that the project does not comply with the Land Development Code

standards. This staff report provides the city staff's review of the conditional use criteria and the appeal points. The applicant's responses to how the project complies with the Land Development Code standards are provided in ATTACHMENT B and ATTACHMENT F.

**SECTION 7, RECOMMENDATION:** It is recommended that the City Commission affirm the Site Plan Review Committee's determinations based upon the fact that the site plan is consistent with the City's Comprehensive Plan and Land Development Code.

If it is determined by the City Commission that the Site Plan Review misapplied a Land Development Code standard, the standard would need to be identified, and the applicant would have an opportunity to comply with the standard identified through the site plan process.

Attachment A: Appeal Letter from Appellant
Attachment B: Circle K, 699 South Nova Road Summary
Attachment C: Site Plan Review Committee Meeting Minutes and PowerPoint
Attachment D: Letter regarding Site Plan Review Committee Determinations
Attachment E: Photometric Plan
Attachment F: Applicant's Response Regarding the Appeal

# ATTACHMENT A

Appeal Letter from
Ms. Bobak

RECEIVED MAY 27 2025

Amber Bobak

397 Collins Street

Ormond Beach, FL 32174

Ambert_thomas@icloud.com

386-451-4576

May 27, 2025

City of Ormond Beach

City Clerk's Office

22 S. Beach Street

Ormond Beach, FL 32174

Re: Formal Appeal of SPRC Approval- Proposed Gas Station at 699 S. Nova Rd.

Dear City of Ormond Beach Officials and Site Plan Review Committee Members,

I am writing as a concerned resident of Ormond Beach to formally appeal the recent Site Plan Review Committee (SPRC) approval for the proposed gas station development at 699 S. Nova Rd. This project poses substantial risks to public health, environmental integrity, and violates multiple provisions of Ormond Beach's Comprehensive Plan and comments from applicant that suggest non-compliance with State regulatory codes. I urge the city to take the time to really weigh the long-term risks for our community.

1. Public Health and Safety Hazards
   Gas stations emit BTEX compounds-Benzene, toluene, and other known carcinogens. Studies from the U.S. EPA (2001) and World Health Organization (2010)

show increased cancer and respiratory illnesses among population living with-in 300-500ft. I've previously shared studies with city staff via e-mail since I first spoke on this issue at the City Commission meeting on February 18, 2025.

The proposed site is too close to residential neighborhoods, sensitive wetland, and area prone to flooding compounding the risk of vapor intrusion and airborne toxins, as well as possible water contamination.

2. Environmental Risks and Stormwater Contamination
   The projects proposed underground sediment filtration system is scientifically inadequate for capturing dissolved pollutants like benzene or heavy metals. According to the EPA (2003) and FDEP Stormwater Management Manual (2016), these systems only remove suspended solids- not chemical contaminants. During heavy rainfall events common in our neighborhoods- filters become overwhelmed, which will lead to pollutants into nearby stormwater drains that flow into the protected Central Park Wetlands and homes. While I did not find these bodies of water on the current 2025 impaired water list, most of our Volusia County water bodies are currently listed as impaired. I would predict that moving forward with this project would long-term degrade the water quality and possibly put the city at risk of future violation of federal and state water quality standards.

3. Building and Energy Codes
   The Florida Building Code- Energy Conservation (2020, 7th Edition, Section C405 2.2.2.) requires that "exterior lighting not designated for 24-hour, operation shall be automatically turned off during daylight hours and reduced by no less than 50% during nighttime non-operational hours."
   When asked by the city at the May 14, 2025, SPRC meeting whether lighting would be reduced in given limited hours, the applicant responded: "I don't think so, not really". This shows the decision of the SPRC was not made with full code information, when voting on operational hours. The applicants lighting would be required to reduce lighting.

4. In compatibility with the City's Comprehensive Plan
   When reading through the Comprehensive Plan my interpretation puts this proposed project in direct conflict with several core policies of the City's Future Land Use Element.
   - Policy 1.1.3: Seeks to preserve the character of residential neighborhoods and prevent disruptive land use.

Amber Bobak
Ormond Resident Zone 4

- Policy 1.1.5: Discourages high-risk and pollution-prone uses near residential-adjacent zones.
- Policy 1.4.1: Allows only light industry with minimal environmental and residential impact. Which gas stations do not meet that standard due to the high-risk chemicals, even if not technically high industry.
- Policies 2.2.7 (A&B) and 2.2.8: Require that development avoid releasing pollutants during flooding events-yet this project sits near and will potentially flow into a KNOWN flood-prone area, increasing the risk of run-off carrying contaminants into sensitive wetland area and homes.

5. Lack of Community Support and Procedural Oversight
   I have collected around 200 residential signatures on a petition (appendix A) opposing this use for the location. The City's Comprehensive Plan emphasizes sustainable growth, environmental protection, and community quality of life. Moving forward with this project would, in my interpretation, disregard unified public opposition and would contradict the City's stated principles.
   Furthermore, the current SPRC process does not require pre-construction biological assessments, which is insufficient for a high-risk project adjacent to protected gopher tortoise habitat and designated wetland zones.

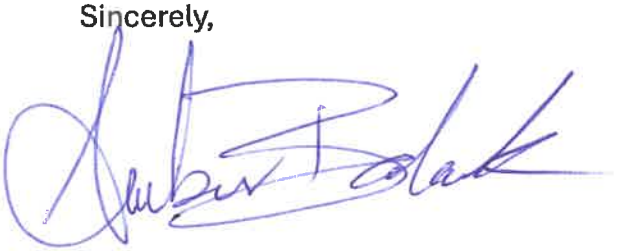
Conclusion Request:

As a resident of Ormond Beach, I respectfully request that the City reconsider both SPRC's approvals of this project and suspend any further permitting or construction activity for the proposed project.

This project stands to endanger our neighborhoods, natural eco systems, and contradicts both local and state regulations, and has no meaningful support from the community it will most directly impact.

Please take the time to prioritize public health, ecological preservation, and the long-term sustainability of our city.

Sincerely,



Amber Bobak
Ormond Resident Zone 4

# Appendix

# A



# HALT THE CONSTRUCTION OF THE CIRCLE K GAS STATION IN OUR COMMUNITY

change.org

# Halt the Circle K proposal at Hand Ave. and Nova Rd.

The Issue

As a long-term resident of our community, I remain devoted to preserving the quality of life that we currently enjoy. The proposed plan to construct a Circle K gas station and Hand Ave. and Nova Rd. threatens the tranquility, sustainability, and safety of our neighborhood.

Should the development proceed, the negative impact on neighborhood traffic will be immediate and severe. Increased congestion and alteration of local traffic patterns will be unavoidable. The concern is amplified by the fact that our roads are already stretched beyond their capacity during peak hours.

Moreover, the construction and operation of a gas station carry serious environmental risks such as groundwater contamination and air pollution, quite apart from the noise and visual disturbance that would be introduced into our quiet residential surroundings.

Inevitably, neighborhood properties' value decreases near such developments. According to a study published in The Appraisal Journal, commercial properties near gas stations had values lowered by 3.9 to 14.2%, depending on proximity.

Our Environmental Conservation area is shrinking, and more traffic will continue to decrease the amount of wildlife in the area as well.

Let's take collective action to halt the construction of this Circle K gas station. A safer, cleaner, and quieter neighborhood is a goal that must be shared by us all. Please sign this petition and add your voice to the call for responsible neighborhood planning. Together, we can protect the quality of life in our community.

# Halt the Circle K proposal at Hand Ave. and Nova Rd.

| Printed Name | Address/Phone | Signature |
|---|---|---|
| Carson Crist | 1328 Cork Dr., Ormond Beach | [illegible] |
| Sharon Thomas | 347 Collins, Ormond Beach | Sharon Thomas |
| Judy Wagers | 420 Collins O.B. | Judy Wagers |
| Jessica Long | 408 Collins St Ormond Beach | Jessica Long |
| Ryan Curtis | 403 Collins St Ormond Beach | [illegible] |
| Robert Barry | 390 collins st | Robert Barry |
| Rochelle Thompson | 373 Collins St. | Rochelle D. Thompson |
| Bill Corbett | 357 Collins | [illegible] |
| Cathy Corbett | 357 Collins St | [illegible] |
| Judy Britton | 356 Collins St | Judy Britton |
| Greg Gila | 345 Collins St | [illegible] |
| [illegible] | 344 Collin St | Adrian L Whitme |
| Susan H. Dowling | 339 Collins St. OB | Susan H. Dowling |
| Christina Washington | 338 Collins Street OB 32174 | [illegible] |
| Gloria Harrington | 333 Collins St. OB 32174 | Gloria Harrington |
| Stacie Griffis | 379 Collins St OB 32174 | [illegible] |
| Dustin Ackerman | 84 N Arbor Dr | [illegible] |
| Louie Sposato | 1266 Biltmore Dr. | [illegible] |
| Shaun Haffner | 617 Champion Ridge Dr Daytona Beach | [illegible] |
| Casey Cotten | 1281 Fernway OR 32174 | [illegible] |
| Randi Rist-Smith | 784 S. Ridgewood Ave OB | [illegible] |
| Robert O'Hara | 460 S. Center St | [illegible] |
| | | |

# Halt the Circle K proposal at Hand Ave. and Nova Rd.

| Printed Name | Address/Phone | Signature |
|---|---|---|
| Chet Kwa | 213 Chelsea Place Ave OB 32171 | [signature] |
| Autumn Doggett | 147 Holland Rd ormond Beach 32176 | [signature] |
| Maria Daily | 184 Fleming Ave Ormond Fl 32174 | [signature] |
| Melissa Pitts | 28 Oakmont Cir OB Fl 32174 | [signature] |
| David M Felice | 340 Tropical Ln, OB FL | 32174 [signature] |
| MOHAMED S. SABOUNJI | 419 HAND AVE, OB FL | [signature] |
| [signature] | 444 S Beach | [signature] |
| [signature] | 444 S Beach OB | 32174 |
| John Chewville | 14 Little Tonoka Way OB | [signature] |
| CRAIG DEXTER | 35 OAK BROOK DR | 32174 |
| VICTORIA MADDOX | 391 COLLINS STREET OB FL 32174 | Victoria Maddox |
| Heather Grime | 432 Bryant St. | [signature] |
| [signature] | 432 bryant St | [signature] |
| Bryan Larkin | 445 Bryant St. | Bryan Larkin |
| Carie Hall | 459 Bryant St. | Carie Hall |
| TROY Gartner | 12 Stratford Pl | [signature] |
| Dom Flacio | 4010 Dakota Cir | [signature] |
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From: Change.org change@a.change.org

Subject: Your petition download for "Trying to Stop the Proposed Circle K Gas Station in Our Community" is ready

Date: May 27, 2025 at 2:44:05 PM

To: Amber Bobak ambert_thomas@icloud.com

change.org

Hi Amber,

Your CSV file of petition signatures is ready to download at https://www.change.org/p/trying-to-stop-the-proposed-circle-k-gas-station-in-our-community/dashboard?download=0debe4da-0173-4f4f-98db-9f41aaee3d2e

It will be available until Tuesday, June 3, 2025, 6:43:54 PM GMT.

Thank you,
The Change.org Team

Privacy policy

We'd love to hear from you! Contact us through our help center.

Change.org · 548 Market St #29993, San Francisco, CA 94104-5401, USA

| Name | City | State | Postal Code | Country | Signed On |
|---|---|---|---|---|---|
| Amber Thomas | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Ann Kraatz | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Nicole Spicer | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Jessy Crabb | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Melanie Robbins | Ocala | FL | 34473 | United States | 2/11/2025 |
| Hanna Lunt | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Sebastian Garrison | Orlando | FL | 32810 | United States | 2/11/2025 |
| Elizabeth Putnam | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Karen Theodore | Port Orange | FL | 32119 | United States | 2/11/2025 |
| Sara Whaley | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Haley Crabb | Ormond Beach | FL | 32174 | United States | 2/11/2025 |
| Melissa Cantrell (Potts) | Ormond beach | FL | 32174 | United States | 2/11/2025 |
| Deborah Leete | Winter Springs | FL | 32708 | United States | 2/11/2025 |
| Weslie Harden | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Misty Reece | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Karin Finch | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Jessica Vitale | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Dakota G | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Sarah Killough | Orlando | FL | 32810 | United States | 2/12/2025 |
| Maci Mack | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Kim Gruber | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Simoni kapa | Athens | | | Greece | 2/12/2025 |
| Yolanda Schultes | Wittenbach | | 9300 | Sweden | 2/12/2025 |
| Djamila Grouci | Nanteuil les meaux | | 77100 | France | 2/12/2025 |
| patricia griswold | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Jason Bobak | Lady Lake | FL | 32159 | United States | 2/12/2025 |
| Kathy Guncz | Ormond beach | FL | 32174 | United States | 2/12/2025 |
| Shayna Tyler | LODS | | 25930 | France | 2/12/2025 |
| John Washington | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Michelle Zirkelbach | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Lani Faulkner | Orlando | FL | 32810 | United States | 2/12/2025 |
| Morgyn Sullivan | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Melissa HEndrickson | Ormond beach | FL | 32174 | United States | 2/12/2025 |
| atilla demir | muğla | | | Türkiye | 2/12/2025 |
| Dominique Girard | Marseille | | 13001 | France | 2/12/2025 |
| Miles Hiniker | Daytona Beach | FL | 32198 | United States | 2/12/2025 |
| Kayleigh M | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Becca Dohrman | Ormond | FL | 32174 | United States | 2/12/2025 |
| Melinda Gudmundsson | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Eric Mauk | Daytona Beach | FL | 32114 | United States | 2/12/2025 |
| Jennifer Mauk | Eustis | FL | 32736 | United States | 2/12/2025 |
| Ashley Hiniker | Ormond Beach | FL | 32174 | United States | 2/12/2025 |
| Homer Fouty | Ormond Beach | FL | 32174 | United States | 2/12/2025 |

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|---|---|---|---|---|---|---|
| Andrea Chisari | Mims | FL | | 32754 | United States | 2/13/2025 |
| Stacie Griffis | Ormond Beach | FL | | 32117 | United States | 2/13/2025 |
| Barbara Sposato | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Jeannine Hoover | Daytona Beach | FL | | 32118 | United States | 2/13/2025 |
| Vanessa Evans | Derby | ENG | DE23 | | United Kingdom | 2/13/2025 |
| Liz Erpelding-Garratt | Saint Augustine | FL | | 32086 | United States | 2/13/2025 |
| Kristen Tyler | New York | NY | | 10031 | United States | 2/13/2025 |
| William Ramer | | | | | United States | 2/13/2025 |
| Dawn Pinney | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Anna Hannon | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Steve Pinney | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Kristi McCann | Daytona Beach | FL | | 32117 | United States | 2/13/2025 |
| Celeste Mastrobuono | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Bobby Cleveland | Daytona Beach | FL | | 32117 | United States | 2/13/2025 |
| Scott Henderson | Winter Springs | FL | | 32708 | United States | 2/13/2025 |
| Mary Kuffner | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Heather Thomas | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Petros Kaniaris | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Israel Castro | Ormond Beach | FL | | 32174 | United States | 2/13/2025 |
| Robert Banker | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Debbie Kennedy | | | | | United States | 2/14/2025 |
| Jen Zaniewski | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Quemeria Teague | Orlando | FL | | 32808 | United States | 2/14/2025 |
| Randy Minger | Pierson | FL | | 32180 | United States | 2/14/2025 |
| Susan Jenkins | Orange City | FL | | 32763 | United States | 2/14/2025 |
| Betty Greene | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Dylan De Jesus | Orlando | FL | | 32828 | United States | 2/14/2025 |
| jennifer dixon | Ormond by the Sea | FL | | 32168 | United States | 2/14/2025 |
| Maureen McGurren | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Lil Baby Blondie | Apopka | FL | | 32712 | United States | 2/14/2025 |
| Bryan Brymer | Daytona Beach | FL | | 32117 | United States | 2/14/2025 |
| Laurel Bowen | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Suzanne Denison | Ormond Beach | FL | | 32174 | United States | 2/14/2025 |
| Lynn Miller | Lady Lake | FL | | 32162 | United States | 2/15/2025 |
| Judy Barefoot | Conroe | TX | | 77304 | United States | 2/15/2025 |
| Malek Zaza | Ormond beach | FL | | 32174 | United States | 2/15/2025 |
| Christine Zaza | Ormond Beach | FL | | 32174-6906 | United States | 2/15/2025 |
| Chris Johnson | Orlando | FL | | 32803 | United States | 2/15/2025 |
| Marie Smith | Ormond beach | FL | | 32174 | United States | 2/15/2025 |
| Jeanie Theodore | Ormond Beach | FL | | 32176 | United States | 2/15/2025 |
| Carol Carmody | Ormond Beach | FL | | 32174 | United States | 2/16/2025 |
| Susan Gambordella | Ormond Beach | FL | | 32174 | United States | 2/16/2025 |
| Jim Stoltenborg | Ormond Beach | FL | | 32174 | United States | 2/17/2025 |
| James Thomas | Jacksonville | FL | | 32210 | United States | 2/18/2025 |

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|---|---|---|---|---|---|
| caitlyn contino | Ormond Beach | FL | 32174 | United States | 2/18/2025 |
| Gerri Jennings | Ormond Beach | FL | 32174 | United States | 2/19/2025 |
| Marlene Arroyo | Ormond Beach | FL | 32174 | United States | 2/19/2025 |
| Ashley Griffis | Ormond Beach | FL | 32174 | United States | 2/21/2025 |
| Kelley Whiting | Ormond Beach | FL | 32174 | United States | 2/23/2025 |
| Suzanne Scheiber | Ormond Beach | FL | | United States | 2/23/2025 |
| Kristina Moore | Ormond Beach | FL | 32174 | United States | 2/23/2025 |
| Christine Goebel | Ormond Beach | FL | 32174 | United States | 2/24/2025 |
| Marce Starship | Ormond Beach | FL | 32174 | United States | 2/24/2025 |
| Karen Diedo | Ormond Beach | FL | 32174 | United States | 2/25/2025 |
| Sarah Shamick | Miami | FL | 33197 | United States | 2/25/2025 |
| Thomas Handley | St. Augustine | FL | 32080 | United States | 2/25/2025 |
| Heather Wade | Palm Coast | FL | 32164 | United States | 2/25/2025 |
| Adrian Newby | Winter Garden | FL | 34787 | United States | 2/26/2025 |
| Debra Hunter | Port Orange | FL | 32127 | United States | 2/27/2025 |
| Dawn Doolittle | Deltona | FL | 32725 | United States | 2/27/2025 |
| Aidan Liddle | Ormond Beach | FL | 32174 | United States | 2/28/2025 |
| Melanie Marasco | Ormond Beach | FL | 32174 | United States | 3/1/2025 |
| Teresa Kruse | Ormond Beach | FL | 32174 | United States | 3/3/2025 |
| Angela Pinkerton | Ormond Beach | FL | 32174 | United States | 3/3/2025 |
| Karen Roy | Ormond Beach | FL | 32174 | United States | 3/3/2025 |
| Barbara Doliner | Ormond Beach | FL | 32174 | United States | 3/4/2025 |
| Abigail Piwowarski | DeLand | FL | 32724 | United States | 3/4/2025 |
| David Wengert | Ormond Beach | FL | 32174 | United States | 3/4/2025 |
| Martha Rowley | Daytona Beach | FL | 32116 | United States | 3/4/2025 |
| jennifer mesheh | Orange City | FL | 32763 | United States | 3/4/2025 |
| Robert Mudge | Ormond Beach | FL | 32174 | United States | 3/5/2025 |
| Alice Hossfeld | Ormond Beach | FL | 32174 | United States | 3/5/2025 |
| donna kunzer | Daytona Beach | FL | 32119 | United States | 3/5/2025 |
| Kathleen Doyle | Palm Coast | FL | 32167 | United States | 3/5/2025 |
| Cecelia Nelson | Orange City | FL | 32763 | United States | 3/5/2025 |
| Maureen Sterinsky | Edgewater | FL | 32141 | United States | 3/5/2025 |
| Jeannette Hummel | Palm Coast | FL | 32164 | United States | 3/7/2025 |
| Mark Santus | Holly Hill | FL | 32117 | United States | 3/7/2025 |
| Martha Oddie | Daytona Beach | FL | 32119 | United States | 3/7/2025 |
| Carla Reynolds | Daytona Beach | FL | 32118 | United States | 3/7/2025 |
| Todd Pietrowski | Port Orange | FL | 32127 | United States | 3/7/2025 |
| Shelby Mills | Ormond Beach | FL | 32174 | United States | 3/7/2025 |
| Sandra Hope | South Daytona | FL | 32119 | United States | 3/8/2025 |
| Roberta O'Steen | Ormond Beach | FL | 32176 | United States | 3/26/2025 |
| Roberta O'Steen | Ormond Beach | FL | 32176 | United States | 3/26/2025 |
| Ronald Hoopper | Ormond Beach | FL | 32176 | United States | 3/29/2025 |
| Margarita Hall | Ormond beach | FL | 32174 | United States | 5/23/2025 |
| Bobbi Berrios | Charlotte | NC | 28269 | United States | 5/23/2025 |

| | | | | | |
|---|---|---|---|---|---|
| Angel Berrios | Orlando | FL | 32809 | United States | 5/24/2025 |
| Rhonda Battani | Pompano Beach | FL | 33060 | United States | 5/26/2025 |
| Christian Battani | Orlando | FL | 32835 | United States | 5/26/2025 |
| Mackena Wood | Orlando | FL | 32822 | United States | 5/26/2025 |
| William Berrios | Tampa | FL | 33603 | United States | 5/27/2025 |

City of Ormond Beach
FINANCE
22 South Beach St.
Ormond Beach, FL 32174
(386) 676-3209
Welcome

05/27/2025 04:04PM Jennifer
021309-0001

**MISCELLANEOUS**

| | |
|---|---|
| MISC. RECEIVABLE (MS) | |
| Description: MISC. RECEIVABLE (MS) | |
| External Item Reference: MS | |
| External Payment Reference: 2025-02-2239202-2239202 | |
| 2025 MS | |
| 1 @ $300.00 | |
| Balance due: $0.00 | |
| Balance unpaid: -$300.00 | $300.00 |
| 800-101001- | $300.00D |
| 001-369099- | $300.00C |
| Payment Id: 699216 | |
| | $300.00 |

| | |
|---|---|
| **Subtotal** | **$300.00** |
| **Total** | **$300.00** |
| CREDIT CARD | $300.00 |
| Visa **********9635 | |
| Ref=23989719703 | |
| Auth=170939 | |
| **Change due** | **$0.00** |

Comments: SPRC 699 S NOVA RD

Thank you for your payment
www.ormondbeach.org

CUSTOMER COPY

# ATTACHMENT B

## Circle K, 699 South Nova Road Summary

# Site Plan Review Committee Summary

## Circle K, 699 South Nova Road
## SPRC-2024-000051

**SECTION 1, INTRODUCTION:** On December 4, 2024, the Site Plan Review Committee received a site plan application for the redevelopment of the former Bank of America building located at 699 South Nova Road. The proposed site plan includes a 5,000-square- foot Circle K convenience store with gasoline sales. The property at 699 South Nova Road is zoned as B-8, Commercial. Convenience store with gasoline sales, is a conditional use acted upon by the Site Plan Review Committee with the application demonstrating compliance with the conditional use criteria. A neighborhood meeting was conducted on February 10, 2025. At the neighborhood meeting, several residents indicated that they did not believe that the convenience store with gasoline sales was appropriate in close proximity to residential areas..

**SECTION 2, BACKGROUND:** Section 1-22 of the Land Development Code provides the following definition for the convenience store use:

> *Convenience store* means a small retail store that sells grocery and deli items, and other day-to-day goods, and stocks such goods on the premises, all on a limited basis. A convenience store may offer the retail sale of motor fuels as an accessory use, if permitted in the particular zone, or if the particular zone allows gasoline filling stations as a principally permitted use. The following are types of convenience stores:
>
> (1) Type A: no sale of gasoline from gas pumps or no carwash facility;
>
> (2) Type B: includes the sale of gasoline from gas pumps and self-service carwash; and
>
> (3) Type C: includes the sale of gasoline from gas pumps, self-service carwash, and a type C restaurant with or without a drive-through window.

Section 2-57 of the Land Development Code provides the following conditional use standards:

(18) *Convenience food store, type A.*

a. Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.

b. Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.

c. If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et seq.), as amended from time-to-time.

d. Shall be located at the intersection of two (2) public rights-of-way; this provision may be waived by the City Commission, subject to the applicant demonstrating

that the site will not have detrimental impacts to the traffic flow on the adjacent street.

(19) *Convenience food store, type B.* All the requirements for convenience stores, type A shall apply in addition to the following:

a. Traffic circulation shall be designed so as to provide safe ingress and egress.

b. The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store use and the gasoline pump area.

(20) *Convenience food store, type C.* All the requirements for convenience stores, type A and B shall apply, in addition to the following:

a. The minimum lot area shall be at least one and one-quarter (1¼) acres.

b. All pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District as amended.

c. Traffic circulation shall be designed so as to separate convenience store traffic from gasoline sales traffic and drive-through traffic.

d. The principal structure housing all uses on the site shall be a minimum of two thousand (2,000)-square-feet in area.

Section 1-22 of the Land Development Code defines a conditional use as follows:

> ***Conditional use*** means the need for staff approval for a use permitted in a particular zoning district that may be compatible within part of a district but not throughout the district and is permitted only upon successful demonstration by an applicant that the use as proposed on a specific site will comply with all the conditional use criteria and standards for location, design and/or operation.

**SECTION 3, SITE PLAN REVIEW COMMITTEE REVIEW:** Project SPRC-2024-000051 has been reviewed as follows:

| # | Submittal | Request for Additional Information |
|---|---|---|
| 1. | December 4, 2024 | December 22, 2024 |
| 2. | February 17, 2025 | March 4, 2025 |
| 3. | April 22, 2025 | May 8, 2025 |

The submittal is included in Attachment 2.

The Site Plan Review Committee comments are included (list format and on the submitted plans in Attachment 3). Reviewers with outstanding comments:

1. Planning;
2. Utilities;
3. Civil Engineering; and
4. Landscape Architect.

Based on the site plan review, there appears to be two primary outstanding topics with the project.

Topic 1: Hours of operation.

Section 2-57(18)(a) of the Land Development Code states, “Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas”. The applicant provided an analysis of the conditional use criteria included in Attachment 2. City staff have received correspondence from a resident regarding hours of operation which are included in Attachment 4.

Topic 2: Access point on Hand Avenue, left turn out of convenience store.

The project has provided a Traffic Impact Analysis, see Attachment 5. The site plan shows the design to allow a left-hand turning movement out of the site to go eastbound on Hand Avenue. No left-hand turning movement from Hand Avenue into the convenience store site. Planning staff have provided comments that the access point on Hand Avenue should be a right-in and right-out turning movement with a raised pork chop to prevent left-hand turning movements. The project team has stated (Attachment 3) in the third submittal response letter that the left out is critical to this development and therefore are proceeding with the proposed left out of the development on Hand Avenue. Planning staff have engaged the services of an independent traffic engineering firm, HDR Engineering, Inc., to review the traffic study and the desired left-hand turn movement from the project site to Hand Avenue. The HDR Engineering, Inc. memorandum is included in Attachment 5.

Outstanding comments:

The project does have outstanding technical comments. These comments would not prevent the action of the Site Plan Review Committee on the two topics listed above. Any action of the Site Plan Review Committee should include a condition that all outstanding Site Plan Review Committee comments be resolved prior to final approval.

## SECTION 4, PROCESS OF THE SITE PLAN REVIEW COMMITTEE MAY 14TH MEETING:

The May 14, 2025 Site Plan Review Committee will be conducted as follows:

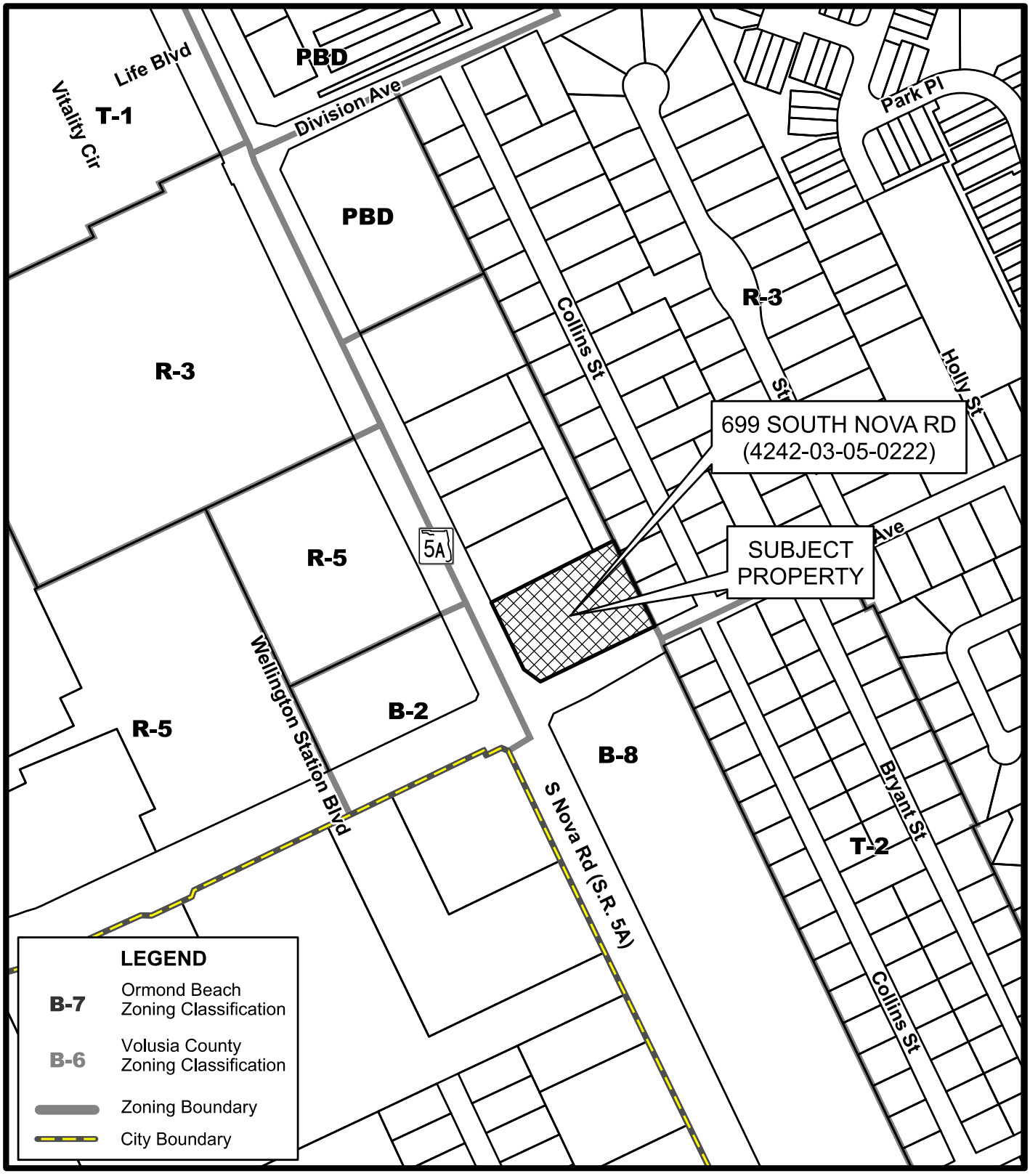
1. Staff presentation;
2. Applicant presentation;
3. Public comments;
4. Applicant response;
5. Staff discussion; and
6. Site Plan Review Committee decision.

## Attachments

| | |
|---|---|
| Attachment 1: | Zoning Map and Aerials |
| Attachment 2: | Circle K, 699 South Nova Road – Site Plan Submittal |
| Attachment 3: | Circle K, 699 South Nova Road – Site Plan Review Committee Outstanding Comments |
| Attachment 4: | Correspondence Received |
| Attachment 5: | Traffic Information |

# ATTACHMENT 1

Zoning Map and Aerials




**ZONING MAP**
**699 SOUTH NOVA RD**
**(4242-03-05-0222)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 8, 2025

N
W E
S
N.T.S.




**AERIAL MAP**
**699 SOUTH NOVA RD**
**(4242-03-05-0222)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 8, 2025

N
W E
S
N.T.S.

# 699 South Nova Road – Site Aerial



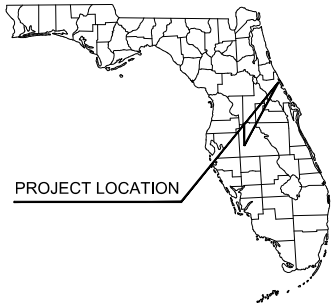
# 699 South Nova Road – Site Aerial



# ATTACHMENT 2

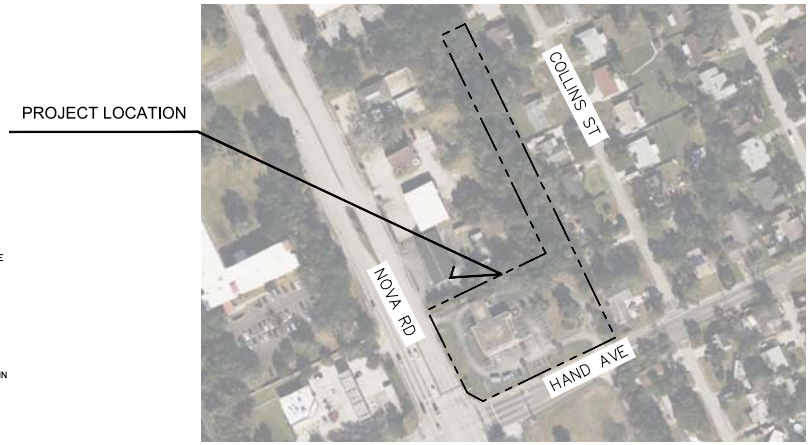
Circle K, 699 South Nova Road – Site Plan Submittal

# CONSTRUCTION PLANS
FOR
# CIRCLE K - NOVA & HAND




699 S NOVA RD
ORMOND BEACH, FLORIDA 32174
APRIL 21, 2025

PARCEL ID: 424203050222 & 424203050225




VICINITY MAP
NTS

SECTION 42, TOWNSHIP 14, RANGE 32

## PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A REDEVELOPMENT OF AN 1.88 ACRE SITE PREVIOUSLY SERVING A BANK. PROPOSED IMPROVEMENTS WILL CONSISTS OF DEMOLITION OF THE EXISTING IMPROVEMENTS FOR CONSTRUCTION OF A GAS STATION WITH 12 FUEL PUMPS AND ASSOCIATED INFRASTRUCTURE.

## LEGAL DESCRIPTION

PARCEL 1:
THE SOUTHERLY 200 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK P, PAGE 1,EXCEPTING THAT PART OF NOVA ROAD AND LESS A TRIANGULAR PARCEL FOR SR 5A R/W PURSUANT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DEED, RECORDED APRIL 6, 1954 IN OFFICIAL RECORDS BOOK 2553, PAGE 1066, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND LESS AND EXCEPT

THAT CERTAIN PARCEL OF LAND AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 1146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:

THE EASTERLY 50 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK P, PAGE 1, VOLUSIA COUNTY, FLORIDA EXCEPTING THAT PORTION OF SAID OF SAID PARCEL DESCRIBED AS THE SOUTHERLY 200 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5 AND FURTHER EXCEPTING THE NORTHERLY 5 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

| SHEET INDEX | |
|---|---|
| C0.0 | COVER SHEET |
| C1.0–C1.1 | GENERAL NOTES |
| C2.0 | SWPPP |
| C2.1 | EROSION CONTROL DETAILS |
| C3.0 | OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN |
| C3.1 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C4.0 | OVERALL SITE PLAN |
| C4.1 | SITE PLAN |
| C5.0 | OVERALL PAVING, GRADING, AND DRAINAGE PLAN |
| C5.1 | PAVING, GRADING, AND DRAINAGE PLAN |
| C6.0 | UTILITY PLAN |
| C7.0 | GENERAL DETAILS |
| C7.1 | CHAMBER DETAILS |
| C8.0 – C8.1 | CITY OF ORMOND BEACH DETAILS |
| C9.0 | FDOT MOT & DETAILS |
| L0.50 | TREE MITIGATION PLAN |
| L0.51 | TREE MITIGATION CALCULATIONS |
| L0.52 | TREE MITIGATION NOTES & DETAILS |
| L1.00 | OVERALL LANDSCAPE PLAN |
| L1.01 | LANDSCAPE PLAN |
| L1.02 | LANDSCAPE PLAN |
| L1.03 | LANDSCAPE CODE EXHIBIT |
| L1.50 | LANDSCAPE DETAILS |
| L1.51 | LANDSCAPE DETAILS |
| L1.52 | LANDSCAPE SPECIFICATIONS & NOTES |
| L2.00 | IRRIGATION PLAN |
| L2.50 | IRRIGATION DETAILS |
| L2.51 | IRRIGATION DETAILS |
| L2.52 | IRRIGATION SPECIFICATIONS |

## PROJECT TEAM


**DEVELOPER:**
SHAFFER CONSTRUCTION, LLC
2601 NETWORK BLVD., SUITE 413
FRISCO, TX 75034
CONTACT: DIANE BERRY
PHONE: (407) 580-5173
EMAIL: DBERRY@SCHAFFERCONST.COM

**CIVIL ENGINEER:**
KIMLEY-HORN AND ASSOCIATES, INC.
1530 CORNERSTONE BLVD, SUITE 200
DAYTONA BEACH, FL 32117
CONTACT: JAROD STUBBS, P.E.
PHONE: (386) 271-1948
EMAIL: JAROD.STUBBS@KIMLEY-HORN.COM

**LANDSCAPE ARCHITECT:**
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189 SOUTH ORANGE AVENUE., SUITE 1000
ORLANDO, FL 32801
CONTACT: MATTHEW FRANKO, PLA
PHONE: (407) 427-1629
EMAIL: MATT.FRANKO@KIMLEY-HORN.COM

**SURVEYOR**
ALTAMAX SURVEYING
910 BELLE AVENUE, SUITE 1100
CASSELBERRY, FL 32708
CONTACT: ROBERT JOHNSON
PHONE:(407) 677-0200
EMAIL: RJOHNSON@ALTAMAXSURVEYING.COM


## UTILITY PROVIDERS

**WATER & SEWER:**
CITY OF ORMOND BEACH
501 N ORCHARD ST
ORMOND BEACH, FL 32174
CONTACT: MIKE STEPHENSON, PE
PHONE: (386) 676-3383

**POWER:**
FLORIDA POWER & LIGHT
4215 UP THE GROVE LN
ENV/WP8 BLDG 8
WEST PALM BEACH, FL 33407
CONTACT: USIC DISPATCH CENTER
PHONE: (800) 778-9140

**GAS:**
TECO PEOPLES GAS - DAYTONA
8416 PALM RIVER RD
TAMPA, FL 33619
CONTACT: HEATH MCARDLE
PHONE: (407) 420-6674

**CABLE/TELEPHONE:**
CHARTER COMMUNICATIONS
4145 S FALKENBURD RD, SUITE 4
RIVERVIEW, FL 33578
CONTACT: USIC DISPATCH
PHONE: (800) 778-9140

**TELEPHONE:**
AT & T/ DISTRIBUTION
1120 S ROGERS CIR
BOCA RATON, FL 33487
CONTACT: DINO FARRUGGIO
PHONE: (561) 997-0240

**FIBER OPTIC:**
UNIT FIBER LLC
2000 CORPORATE DR
CANONSBURG, PA 15317
CONTACT: SOUTHERN LIGHT EMERGENCY DISPATCH
PHONE: (800) 961-6500

PREPARED BY
Kimley»Horn


© 2025 KIMLEY–HORN AND ASSOCIATES, INC.

1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386–271–0282
WWW.KIMLEY–HORN.COM REGISTRY No. 35106

JAROD C. STUBBS
PE# 89387
APRIL 21, 2025

Digitally signed by Jarod Stubbs
Date: 2025.04.21 15:11:40-04:00'

CIRCLE K – NOVA & HAND
APRIL 21, 2025
ENGINEER'S PROJECT No. 149880169

REVISIONS:

| No. | DESCRIPTION |
|---|---|


Drawing name: K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\PlanSheets\C0.0 - COVER.dwg C0.0 Apr 21, 2025 6:08pm by: kelsi.horton
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

## GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. ALL OTHER UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 811 TO HAVE EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

2. THE LOCATIONS OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.

3. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.

4. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE 811" AT 811 OR 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, SUCH AS RIGHT OF WAY PERMIT(S), EXCAVATION/FILL PERMIT(S), FIRE PROTECTION PERMIT(S), OR UNDERGROUND UTILITY PERMIT(S), PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA OF APPLICABLE AGENCIES, SCHEDULING OF INSPECTIONS, AND OBTAINING REQUIRED INSPECTIONS FROM AGENCY.

7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

8. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.

9. CONTRACTOR TO COORDINATE WITH THE OWNER AND THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.

10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A DULY LICENSED PLUMBING CONTRACTOR (OR CLASS A GENERAL CONTRACTOR) PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.

11. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.

12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.

13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.

14. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.

15. ALL DIMENSIONS ARE TO FACE OF CURB.

16. ALL SIGNAGE MUST COMPLY WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE

17. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING ACTIVITIES NECESSARY TO PERFORM THE WORK WITHIN THESE PLANS

18. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

19. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

20. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A A LICENSED LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA.

21. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.

## TREES AND VEGETATION

1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. SEE DEMOLITION PLAN FOR TREES TO BE REMOVED. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY WOOD FENCING PER DETAIL ON SHEET C3.11.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

## DEMOLITION

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.

3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".

5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.

6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.

7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".

8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.

## STORM DRAINAGE SYSTEM

1. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."

2. THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM" IS REFERRED TO FOR THE STRUCTURAL DESIGN OF DRAINAGE STRUCTURES SPECIFIED IN THESE PLANS, AS REFERENCED BY STANDARD INDEX. ALL SPECIALTY DRAINAGE STRUCTURES REQUIRE SEPARATE STRUCTURAL DESIGN, WHICH IS NOT INCLUDED IN THESE PLANS. STATION OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE TOP (I.E. DITCH BOTTOM INLET OR CURB INLET TOP), AS OPPOSED TO THE STRUCTURE BASE.

3. ALL STORM SEWER PIPE SHALL HDPE UNLESS OTHERWISE NOTED. IF STORM SEWER PIPE IS NOTED TO BE REINFORCED CONCRETE, IT SHALL BE CLASS III (ASTM C-76). ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

4. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. LENGTHS OF PIPE SHOWN WHICH TERMINATE WITH MITERED END OR FLARED END SECTIONS ARE MEASURED TO THE DOWNSTREAM INVERT OF THE MITERED END OR FLARED END SECTION.

5. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED IN ROADS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.

6. CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER, AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE.

8. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.

## DRAINAGE SYSTEM TESTING AND INSPECTION

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.

2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

## SAFETY

1. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

2. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE MINIMUM STANDARDS TO BE SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATIONS ARE LONGER THAN DAYTIME OPERATIONS.

## EARTHWORK / GRADING / DEMUCKING PROCEDURES

1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED FOR PURPOSES OF STORM WATER DESIGN, OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED.

2. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.

3. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

4. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE OWNER OR THEIR SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

6. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.

7. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.

8. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.

9. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.

10. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

## PAVING, GRADING AND DRAINAGE

1. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2 PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.

3. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

4. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.

5. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.

6. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)

7. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS.

8. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN TWO WEEKS FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.

9. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

10. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.

11. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.

12. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

13. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.

14. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL REPORT BY ECS FLORIDA, LLC DATED DECEMBER 29, 2017.

15. CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA UNLESS OTHERWISE NOTED.

## PAVING/GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

## PAVEMENT MARKING AND SIGNAGE

1. THE INSTALLATION, SHAPE, AND SIZE OF ALL SIGNS AND THEIR LETTERING SHALL COMPLY WITH THE LATEST EDITIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM". WHERE CONFLICTS EXIST BETWEEN THE PLANS AND THE ABOVE MENTIONED SPECIFICATIONS, THE MORE STRINGENT CRITERIA SHALL PREVAIL.

2. PROPOSED PAVEMENT MARKINGS IN THE R.O.W. SHALL BE PREFORMED THERMOPLASTIC.

## TEST, INSPECTION AND CLOSEOUT REQUIREMENTS

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINES CONSTRUCTION. TV INSPECTION SHALL BE IN ACCORDANCE TO THE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

2. THE CONTRACTOR SHALL PERFORM LEAKAGE TESTS ON ALL GRAVITY SEWERS PER CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

3. AN AS-BUILT SURVEY SHALL BE PREPARED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSAUNT TO CHAPTER 472, FLORIDA STATUTES (F.S.) SHALL BE REQUIRED.

4. THE CONTRACTOR SHALL PROVIDE UTILITY AS-BUILT AND GRADING/DRAINAGE AS-BUILT RECORD DRAWINGS BASED ON THE CIVIL DESIGN PLAN SHEETS. ALL AS-BUILTS SHALL BE OVERLAID ON THE CIVIL DESIGN PLANS WITH THE DESIGN SHADED BACK AND THE AS-BUILT BOLD. THE AS-BUILTS SHALL BE SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR.

5. THE UTILITY AS-BUILT SHALL INCLUDE ALL SANITARY SEWERS AND FORCE MAIN SYSTEMS, POTABLE AND RECLAIMED WATER MAIN SYSTEMS, METERS, VALVES, FORCE MAINS, GAS MAINS, AND IRRIGATION LINES (2-INCH AND LARGER). CONTRACTOR TO PROVIDE ALL UTILITY CROSSING INFORMATION ON THE AS-BUILT. THE UTILITY AS-BUILTS SHALL IDENTIFY ALL WATER MAIN CROSSINGS WITH STORM AND SANITARY LINES INDICATING TOP OF PIPE AND INVERTS OF THE ABOVE CROSSING PIPE ALONG WITH CLEARANCE DIMENSIONS. THIS SHALL ALSO BE DONE FOR SANITARY/STORM CROSSINGS. ALL TEMPORARY SAMPLE POINT NUMBER (TSP#) LOCATIONS SHALL ALSO BE NOTED ON THE AS-BUILT. CONTRACTOR TO ALSO PROVIDE AN AS-BUILT ASSET TABLE IDENTIFYING SIZE OF PIPE OR FITTING AS WELL AS DEPTH TO TOP OF PIPE AND NORTHING AND EASTING OF EACH FITTING/VALVE, ETC. AS-BUILT DRAWINGS SHALL PROVIDE GPS COORDINATES FOR SANITARY STRUCTURES.

6. THE GRADING/DRAINAGE AS-BUILT SHALL INCLUDE ALL CONSTRUCTED IMPROVEMENTS THAT HAVE LOCATION AND/OR ELEVATION INFORMATION CALLED-OUT ON THE PLANS. THE AS-BUILT SHALL CLEARLY PROVIDE THE SAME INFORMATION IDENTIFIED ON THE DESIGN DOCUMENTS AND ALSO THE CONSTRUCTED LOCATIONS AND ELEVATIONS AS-BUILT INFORMATION.

7. THE CONTRACTOR SHALL PROVIDE A SIGNED AND SEALED LETTER FROM THE INDEPENDENT TESTING AGENCY THAT STATES CONFORMANCE WITH THE CONTRACT DOCUMENT REQUIREMENTS FOR COMPACTION TESTING. THE CONTRACTOR IS TO PROMPTLY NOTIFY THE OWNER AND ENGINEER OF RECORD WHEN ANY TESTING OR INSPECTIONS ARE DEFICIENT OR IRREGULAR.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# GENERAL NOTES

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C1.0

Plotted By:Harrison, Ariel Sheet Set:CIRCLE K - NOVA & HAND Layout:C1.0 April 21, 2025 05:40:24pm K:\Vde_dot\149880169-circle k - nova & hand\CADD\CONSTRUCTION\Sheets\C1.0 - NOTES.dwg
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## POTABLE WATER SYSTEM

1. ALL DIP PIPE SHALL BE CLASS 50 OR HIGHER. REFER TO NOTE #4 BELOW FOR ADDITIONAL DIP SPECIFICATIONS. ADEQUATE MEASURES AGAINST CORROSION SHALL BE UTILIZED.

2. ALL WATER MAIN PIPE FITTINGS AND APPURTENANCES SHALL BE INSTALLED TO COMPLY WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS.

3. ALL WATER SERVICE LINES, VALVES AND METERS SHALL BE INSTALLED TO COMPLY WITH APPLICABLE MUNICIPALITY/AGENCY DEPARTMENT STANDARDS AND SPECIFICATIONS.

4. ALL DUCTILE IRON PIPE, 4" TO 24", SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C151/A21.51. PIPE SHALL BE FURNISHED IN 18 OR 20 FOOT SECTIONS, PIPE THICKNESS SHALL BE CLASS 50, UNLESS OTHERWISE SPECIFIED.

5. ALL WATER SYSTEM CONSTRUCTION, UP TO AND INCLUDING POINT OF METERING AND BACK FLOW PREVENTION (IF REQUIRED), SHALL BE BUILT ACCORDING TO THE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

6. CONTRACTOR TO INSTALL TEMPORARY BLOWOFFS, AT THE END(S) OF PROPOSED WATER MAINS AND SERVICE LATERALS TO BUILDING(S), TO ASSURE ADEQUATE FLUSHING AND DISINFECTION/CHLORINATION.

7. ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA MANUAL M23, CONCERNING HYDROSTATIC TESTING OF PVC PIPING. OFF-SITE UTILITIES HYDROSTATIC TESTING TO BE WITNESSED BY CITY OF ORMOND BEACH.

8. ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND CITY OF ORMOND BEACH WATER DEPARTMENT SPECIFICATIONS.

9. ALL PVC WATER MAIN, 4" TO 8" DIAMETER PIPING, SHALL CONFORM TO ASTM D2241 AND ASTM 1784. PIPE SHALL BE AWWA C-900 DR-18. JOINTS SHALL BE RUBBER GASKETED PUSH-ON CONFORMING TO ASTM D1869.

10. ALL POLYVINYL CHLORIDE PIPE SHALL BE LAID WITH AN INSULATED 12 GAUGE A.W.G. SOLID STRAND COPPER WIRE WOUND AROUND THE PIPE FORMING ONE COMPLETE SPIRAL PER JOINT OF PIPE. THIS WIRE IS TO BE CONTINUOUS WITH SPLICES MADE ONLY BY METHODS APPROVED BY THE ENGINEER. THIS WIRE IS TO BE SECURED TO ALL VALVES, TEES AND ELBOWS.

11. ALL POTABLE WATER MATERIALS AND INSTALLATION SHALL CONFORM WITH THE ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

## POTABLE WATER TESTING AND INSPECTION

1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH ORMOND BEACH UTILITIES DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER AND APPLICABLE AGENCY INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.

2. CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING, AND OBTAIN CLEARANCE OF DOMESTIC AND FIRE LINE WATER SYSTEM(S). COPIES OF ALL BACTERIOLOGICAL TEST RESULTS ARE TO BE SUBMITTED TO THE OWNER'S ENGINEER FOR CERTIFICATION PURPOSES.

## SANITARY SYSTEM

1. ALL PVC PIPE SHALL BE SOLID WALL POLYVINYL CHLORIDE PIPE AND COMPLY WITH ASTM D 3034 AND ALL APPLICABLE ASTM DOCUMENTS AS COVERED IN SECTION NO. 2 OF ASTM D 3034. MAIN LINES SHALL BE A MINIMUM OF 8" DIAMETER, AND LATERALS SHALL BE A MINIMUM 6" DIAMETER.

2. ALL GRAVITY SEWERS MUST BE SDR 35 PVC, EXCEPT FOR PIPE DEEPER THAN 14 FEET, IN WHICH CASE SDR 26 PIPE SHALL BE USED. ELASTOMERIC GASKET JOINTS SHALL BE UTILIZED FOR PVC PIPE, AND SHALL COMPLY WITH ASTM F477, ASTM D3034 & ASTM F679. JOINTS SHALL COMPLY WITH ASTM D3212.

3. ALL ON-SITE PVC FORCE MAINS (IF REQUIRED) SHALL BE CLASS 200, DR 14 FOR 4" DIAMETER, AND CLASS 150 DR 18 FOR 6" TO 12" DIAMETER PIPE, IN ACCORDANCE WITH AWWA C900 STANDARDS. PVC FORCE MAIN PIPE SMALLER THAN 4" DIAMETER SHALL BE CLASS 200, SDR 21, IN ACCORDANCE WITH ASTM D 2241. FORCE MAIN SHALL BE SPIRAL WRAPPED WITH 2 INCH WIDE DARK GREEN STICK-ON VINYL TAPE. FORCE MAINS WITHIN THE RIGHT-OF-WAY SHALL BE CLASS 52 DIP, MINIMUM 4" DIAMETER.

4. ALL SANITARY MANHOLES SHALL BE LOCATED NO MORE THAN 400 FEET APART AND SHALL CONFORM TO THE DETAILS CONTAINED HEREIN, AS WELL AS WITH ASTM C478.

5. ALL SLOPES FOR GRAVITY SEWER MAINS AND SERVICE CONNECTIONS SHALL COMPLY WITH THE FOLLOWING MINIMUM GRADES: 4" @ 2.00%; 6" @ 1.00% ; AND 8" @ 0.40%.

6. ALL SANITARY SEWER WORK SHALL CONFORM WITH APPLICABLE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

7. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING PROPOSED FACILITIES TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION(S) OF EXISTING CONNECTION POINT(S) AND NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.

8. SANITARY SEWER MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE MAIN LINES.

## SANITARY TESTING AND INSPECTION

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

2. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

3. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
   A. 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.
   B. EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET
   C. AIR TESTS, 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 FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.

4. CONTRACTOR TO PERFORM APPROPRIATE DEFLECTION TESTS 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:
   A. NO PIPE SHALL EXCEED A DEFLECTION OF 5%
   B. USING A 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 ISSPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.
   C. PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

5. CONTRACTOR TO INSPECT & TEST MANHOLE FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE. AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

## FIRE NOTES

1. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES PER NFPA 1: 16.4.3.1.1.

2. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE PER NFPA 1: 16.4.3.1.3.

3. CERTIFIED PORTABLE FIRE EXTINGUISHERS SHALL BE PRESENT AND POSITIONED AROUND THE CONSTRUCTION WORK SITE PER NFPA 1.

4. FIRE DEPARTMENT ACCESS ROADS PROVIDED IN ACCORDANCE WITH NFPA 1" 18.2.3 SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION PER NFPA 1: 16.1.4. DELINEATE FIRE DEPARTMENT ACCESS ROADS DURING SITE CONSTRUCTION.

5. THE CONSTRUCTION SITE SHALL BE ACCESSIBLE TO THE FIRE DEPARTMENT AT ALL TIMES IN THE CASE OF FIRE OR OTHER EMERGENCY. SHOULD REASONABLE FIRE DEPARTMENT APPARATUS SITE ACCESS NOT BE AVAILABLE AT ALL TIMES THE FIRE MARSHAL MAY STIPULATE THAT ADDITIONAL SITE ACCESS/ROADWAY IMPROVEMENTS TAKE PLACE IMMEDIATELY.

6. POST A TEMPORARY ADDRESS OR PROJECT NAME CLEARLY VISIBLE FROM THE MAIN ACCESS ROAD, MARK EACH BUILDING WITH AN ADDRESS BUILDING NUMBER.

7. A SUITABLE LOCATION AT THE SITE SHALL BE DESIGNATED AS A COMMAND POST AND PROVIDED WITH PLANS, EMERGENCY INFORMATION, KEYS, COMMUNICATIONS, AND EQUIPMENT, AS NEEDED PER NFPA 1: 16.3.4.1.

8. PROPOSED BURNING OF CLEARED MATERIALS WILL REQUIRE A PERMIT FROM THE FLORIDA FOREST SERVICE, BUNNELL OFFICE.

9. UPON BUILDING COMPLETION, THE BUILDINGS WILL BE IN COMPLIANCE WITH NFPA 1:11.10.1 (7TH EDITION FL FIRE PREVENTION CODE OR FUTURE ADOPTED EDITION), AND FL STATE STATUTE 633.202 (PARAGRAPH 18), AS APPLICABLE, IN REGARD TO F.D. TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEMS. THE POSSIBLE NEED FOR SUCH A SYSTEM WILL BE DETERMINED BASED UPON TESTING REQUIREMENTS APPROVED BY VOLUSIA COUNTY RADIO SERVICES AND PERFORMED BY AN AUTHORIZED COMMUNICATIONS CONTRACTOR UTILIZING RADIO SIGNAL STRENGTH GRID TESTING OF THE BUILDINGS IN ACCORDANCE WITH NFPA72 (2016 OR FUTURE ADOPTED EDITION) AND NFPA 1221 (2016 OR FUTURE ADOPTED EDITION). THE REQUIRED RADIO SIGNAL STRENGTH GRID TESTING SHALL BE PERFORMED ONCE THE BUILDINGS ARE SUBSTANTIALLY CONSTRUCTED AND PRIOR TO BUILDING C.O.

10. SHOULD A TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEM BE DETERMINED TO BE REQUIRED BASED UPON THE TESTING REFERENCED ABOVE, IT SHALL BE INSTALLED PRIOR TO BUILDING C.O. SHOULD THE BUILDING RECEIVE A C.O.O PRIOR TO THE TESTING AND/OR REQUIRED INSTALLATION OF SUCH A SYSTEM, THIS REQUIREMENT MAY BE RETROACTIVELY APPLIED AT A FUTURE DATE BY THE ORMOND BEACH FIRE DEPARTMENT AND/OR VOLUSIA COUNTY RADIO SERVICES, AND AT THE BUILDING OWNER'S SOLE EXPENSE.

11. LEGIBLE SIGNAGE MUST BE PROVIDED AT EACH FIRE RISE/FIRE ALARM CONTROL PANEL ROOM ON EACH BUILDING.

## PEDESTRIAN SIGNAL NOTES

GENERAL SIGNAL/PEDESTRIAN

1. THE CONTRACTOR SHALL NOTIFY VOLUSIA COUNTY TRAFFIC ENGINEERING AT LEAST TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. NOTIFY ALLEN CATES, TIM KARR AND WILLIAM WHITE (386) 736-5968.

2. THE CONTRACTOR SHALL COORDINATE WORK SCHEDULE, COORDINATE TIMING AND AUTHORIZATION OF POWER SERVICE WITH VOLUSIA COUNTY TRAFFIC ENGINEERING. NOTIFY ALLEN CATES, TIM KARR, BOBBY MADDOX, AND WILLIAM WHITE (386) 736-5968.

3. ANY ITEM NOT SPECIFICALLY ADDRESSED IN THESE PLANS, USE F.D.O.T. SPECIFICATIONS. ALL MATERIALS AND HARDWARE SHALL BE PRE-APPROVED BY VOLUSIA COUNTY TRAFFIC ENGINEERING.

4. IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY JACKING, DIRECTIONAL BORING, OR TRENCHING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE JOB SITE CONDITIONS BEFORE SUBMITTING A BID PROPOSAL.

5. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OR THE PROGRESSION OF ANY WORK SPECIFIED IN THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND PRIOR TO ANY FURTHER WORK ACTIVITY.

6. AT NO TIME IS THE CONTRACTOR TO CHANGE ANY SIGNAL TIMINGS. VOLUSIA COUNTY WILL MAINTAIN ALL SIGNAL TIMINGS BEFORE, DURING, AND AFTER CONSTRUCTION. IF ANY TIMING CHANGES ARE MADE BY THE CONTRACTOR, A TIMING SHEET SHALL BE PLACED IN THE CONTROLLER CABINET WITH DATE AND TIME OF INSTALLATION ALONG WITH A CONTACT NUMBER.

7. THE CONTRACTOR SHALL STAKE ALL POLE LOCATIONS PRIOR TO SETTING AND HAVE THE POLE LOCATIONS FIELD CHECKED BY VOLUSIA COUNTY TRAFFIC ENGINEERING. NOTIFY WILLIAM WHITE (386) 736-5968 FOR FIELD CHECK AND POLE LOCATION APPROVAL.

8. ALL UNDERGROUND CONDUIT ENTRY HOLES ON SIGNAL POLES SHALL BE STUBBED OUT.

9. DUE TO THE CLOSE PROXIMITY OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL HAND DIG THE FIRST (4) FOUR FEET OF ANY POLE / PEDESTAL FOUNDATION.

10. PEDESTRIAN HEADS SHALL BE COUNTDOWN LED MODULAR WITH INTERNATIONAL SYMBOLS. ADEQUATE SIGNAL CABLE SHALL BE RUN TO EACH SIGNAL POLE FOR FUTURE PEDESTRIAN HEADS. THREE (3) SPARE CONDUCTORS SHALL BE RUN TO THE FURTHEST PEDESTRIAN HEAD.

11. SIGNS FTP-25-04 AND R10-38 SHALL BE INCLUDED IN PAY ITEM 665-11-XX (FTP-688-06) COUNTDOWN PED SIGN.

12. CONTRACTOR TO ENSURE THAT 4 FT. X 4 FT. FLAT LANDING AREA IS ADJACENT TO ALL PED BUTTONS FOR PEDESTRIANS.

13. THE ALUMINUM PEDESTAL SHALL INCLUDE BREAKAWAY BASE AND SLIP FOOTER, COLLAR AND A SET SCREW.

CONDUIT/PULL BOXES

1. ALL CONDUIT SHALL BE 2 INCH MINIMUM UNLESS OTHERWISE SPECIFIED IN THE PLANS, ABOVE GROUND RIGID 2" GALVANIZED STEEL. UNDERGROUND SCHEDULE 40, BURIED AT 36".

2. WHEN MULTIPLE RUNS OF CONDUIT ARE PLACED UNDER PAVEMENT BY DIRECTIONAL BORE, JACKING OR TRENCHING, ONLY ONE RUN IS PAID FOR AS UNDER PAVEMENT. ADDITIONAL RUNS ARE TO BE PAID FOR AS UNDERGROUND CONDUIT.

3. AS DIRECTED BY THE PROJECT ENGINEER, THE CONTRACTOR SHALL ADJUST CONDUIT VERTICALLY TO AVOID ANY POSSIBLE CONFLICTS WITH UNDERGROUND UTILITIES.

4. PULL BOXES SHALL BE PLACED BEHIND THE CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, PULL BOXES SHALL BE LOCATED AT LEAST 10' FROM THE EDGE OF PAVEMENT. PULL BOXES WILL NOT BE LOCATED AT THE BOTTOM OF ANY DITCH OR RETENTION AREA/POND.

5. ALL ENDS OF CONDUITS IN PULL BOXES AND CABINETS SHALL BE SEALED WITH ELECTRICAL PUTTY AFTER WIRING IS COMPLETE.

6. PULL BOXES SHALL BE COMPOSITE AND THE COVERS SHALL BE F.D.O.T. APPROVED OF NON-METALLIC CONSTRUCTION WITH RECESSED COVER LOGO "TRAFFIC SIGNALS". (QUAZITE 1324 BK., 1212BA OR EQUAL).

7. ALL PULL BOXES SHALL HAVE A CONCRETE APRON PER FDOT SPEC. AROUND THE PULL BOX.

## PEDESTRIAN SIGNAL NOTES

VOLUSIA COUNTY PERMIT NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING OFFICE AT (386-736-5926), ONE BUSINESS DAY PRIOR TO BEGINNING ANY PERMITTED WORK, BEFORE ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.

2. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

8. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.

9. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS ARE NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.

UTILITIES

1. LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING Vv, Vh, Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY; THE VERIFIED LOCATIONS/ELEVATIONS APPLY AT THE POINT SHOWN. INTERPOLATION BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ANY UTILITY OWNER(S) THAT MAY OR MAY NOT BE A "SUNSHINE ONE-CALL" MEMBER IN ORDER TO COORDINATE UTILITY MARKING AND LOCATING AT A MINIMUM OF TWO DAYS PRIOR TO DIGGING. IT SHOULD BE NOTED THAT FDOT IS NOT A MEMBER OF "SUNSHINE ONE-CALL" AND THAT SEPARATE CONTACT WILL NEED TO BE MADE IN ORDER TO OBTAIN UTILITY LOCATE.

- ALL ROAD/ LANE CLOSURES "ARE SEPARATE FROM THE PERMIT" AND REQUIRE PLAN VIEW AND APPROVAL WITH 7 DAY ADVANCE NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY LANE CLOSURE. MOT IS REQUIRED ON ALL PROJECTS.
- ALL TRAFFIC & PEDESTRIAN SIGNALS (& SURROUNDING AREAS), "ARE NOT" A MEMBER OF SUNSHINE ONE CALL. LOCATES MUST BE REQUESTED/ LOCATED FROM VOLUSIA COUNTY TRAFFIC ENGINEERING AT 386-736-5968.
- THE VOLUSIA COUNTY- STAMPED " APPROVED" PERMIT PLANS MUST BE ONSITE AT ALL TIMES.
- NO TRENCH / EXCAVATIONS SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.
- SOD ALL DISTURBED AREAS.
- CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTO OF EXISTING ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCHES, CULVERTS AND ABOVEGROUND UTILITIES.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
JARED E. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# GENERAL NOTES

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C1.1

Plotted By:Harrison, Ariel Sheet Set:CIRCLE K – NOVA & HAND Layout:C1.1 April 21, 2025 05:40:31pm K:\Vdc_ofl\149880169-circle k --nova & hand\CADD\CONST\PlotSheets\C1.0 – NOTES.dwg
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# STORMWATER POLLUTION PREVENTION PLAN

**SITE DESCRIPTION**

PROJECT NAME AND LOCATION

CIRCLE K - NOVA & HAND
PARCEL ID #: 424203050222
ORMOND BEACH, FLORIDA

*SEE COVER SHEET FOR LOCATION MAP

DEVELOPER NAME AND ADDRESS
SHAFFER CONSTRUCTION, LLC
2601 NETWORK BLVD., SUITE 413
FRISCO, TX 75034
CONTACT: DIANE BERRY
PHONE: (407) 580-5173
EMAIL:DBERRY@SCHAFFERCONST.COM

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A REDEVELOPMENT OF AN 1.84 ACRE SITE PREVIOUSLY SERVING A BANK. PROPOSED IMPROVEMENTS WILL CONSISTS OF DEMOLITION OF THE EXISTING IMPROVEMENTS FOR CONSTRUCTION OF A GAS STATION WITH 12 FUEL PUMPS AND ASSOCIATED INFRASTRUCTURE.

PROJECT AREA: ±1.88 ACRES
CONTRIBUTING DRAINAGE AREA: ±1.88 ACRES

LONGITUDE : W 81° 04' 35.79" LATITUDE: N 29° 15' 49.41"

ULTIMATE RECEIVING WATERS: TOMOKA RIVER

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

| SOIL TYPES: SERIES NAME | HYDROLOGIC GROUP |
|---|---|
| PAOLA FINE SAND, 0-8 PERCENT SLOPES | A |

**SEQUENCE OF MAJOR ACTIVITIES**

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
3. CLEAR SITE AND GRUB IN ACCORDANCE WITH DEMOLITION PLAN
4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
5. FINISH CLEARING AND GRUBBING
6. REMOVE AND STORE TOPSOIL
7. PROVIDE INITIAL GRADING AS REQUIRED
8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
10. INSTALL BASE TO ROAD AND PARKING AREA
11. FINISH GRADING ENTIRE SITE
12. CONSTRUCT FINAL PAVING
13. REMOVE ACCUMULATED SEDIMENT
14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

NOTE: THE SEQUENCE OF CONSTRUCTION SHOWN ABOVE IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

**EROSION AND SEDIMENT CONTROLS**

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

STORMWATER COLLECTION SHALL BE PROVIDED BY DITCH BOTTOM INLETS. THE RUNOFF FROM THE SITE WILL DISCHARGE TO THE PROPOSED INLETS AND INTO THE PROPOSED UNDERGROUND STORMWATER CHAMBER SYSTEM WITH AN OUTFALL TIE IN TO THE HAND AVENUE DRAINAGE SYSTEM PER PRE-DEVELOPMENT FLOW PATH CONDITIONS.

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

STRUCTURAL PRACTICES:

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 SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A LIDDED DUMPSTER WITH A 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 THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE 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 ALL 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 POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE 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 THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

DUST & DEBRIS CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER.
DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

**ITEMS REQUIRING POLLUTION PREVENTION**

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT
-CONCRETE
-FERTILIZERS
-METAL PIECES
-PETROLEUM BASED PRODUCTS
-TAR
-CLEANING SUPPLIES
-DETERGENTS
-MASONARY BLOCK/BRICKS
-PAINT
-WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION
-WATER FROM WATER LINE FLUSHING
-PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

**SPILL PREVENTION AND CONTROL**

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING

SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY 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.

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.

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 THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

**SPILL CONTROL PRACTICES**

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-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.

**MAINTENANCE AND INSPECTION PRACTICES**

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE CHECKED DAILY AND AFTER EACH 0.5 INCH OR GREATER RAINFALL BY THE SUPERINTENDENT OR SOMEONE UNDER HIS/HER DIRECT SUPERVISION.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

-THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

**POLLUTION PREVENTION PLAN CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE 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.

SIGNED: _____ DATE:_____

JAROD C. STUBBS, P.E.
FLORIDA REGISTRATION NUMBER: 89387
PROFESSIONAL ENGINEER

**CONTRACTOR'S CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FORM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

| SIGNATURE AND DATE | NAME AND TITLE, COMPANY / ADDRESS AND TELEPHONE NUMBER | RESPONSIBILITY |
|---|---|---|
| | | |
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Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

REVISIONS

| No. | DATE | BY |
|---|---|---|

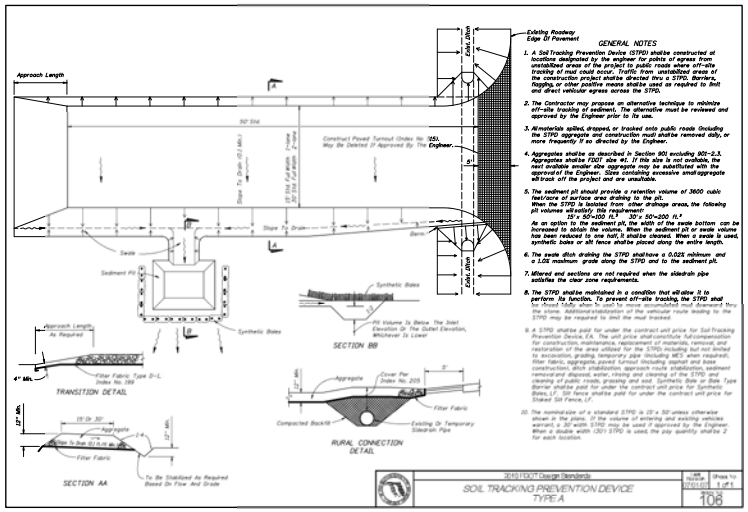
LICENSED PROFESSIONAL ENGINEER
JAROD C. STUBBS, P.E.
No. 89387
STATE OF FLORIDA
DATE: 04/21/2025

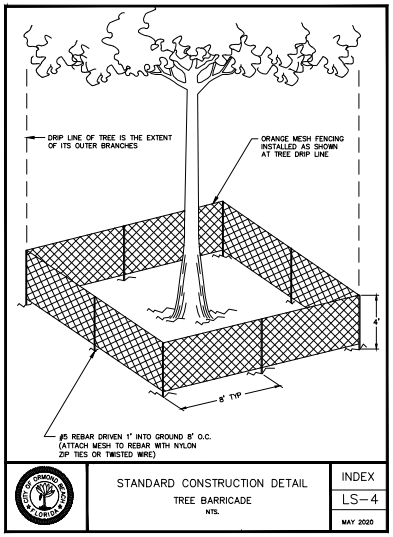
KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

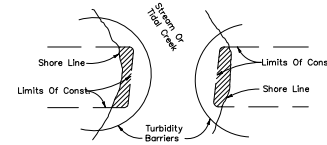
SWPPP

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C2.0

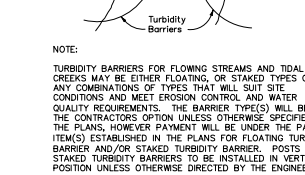


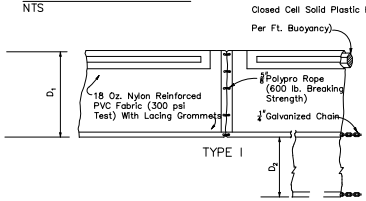




NOTE:

TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.




STAKED TURBIDITY BARRIER
NTS

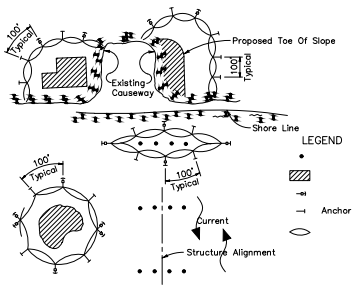



TYPE I

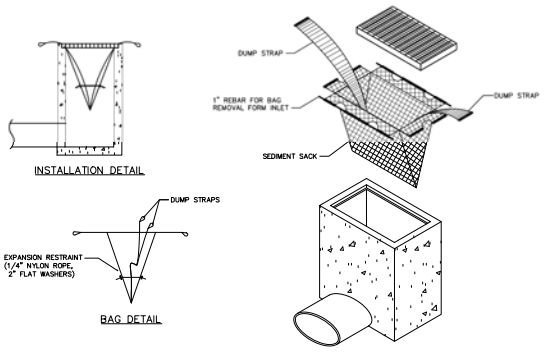
$D_1$ =5' Std. (Single Panel For Depths 5' or Less).
$D_2$ =5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

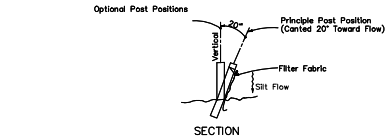
FLOATING TURBIDITY BARRIERS
NTS



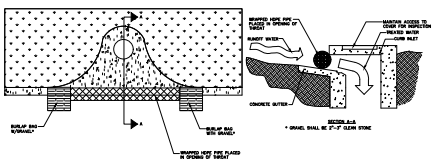

NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. FOR ADDITIONAL INFORMATION REFER TO FDOT INDEX #103




STANDARD INLET SEDIMENT CONTROL DEVICE
NTS



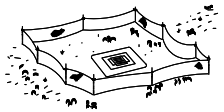

TYPE III SILT FENCE
NTS




SOCK DRAIN INLET SEDIMENT FILTER
NTS

NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW, PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.

CONTRACTOR TO PLACE FILTER FABRIC UNDER GRATE DURING CONSTRUCTION.



Type III Silt Fence Protection Around Ditch Bottom Inlets.

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS
NTS

Kimley»Horn
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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STURGIS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

| KHA PROJECT 149880169 | |
|---|---|
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

EROSION CONTROL DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C2.1

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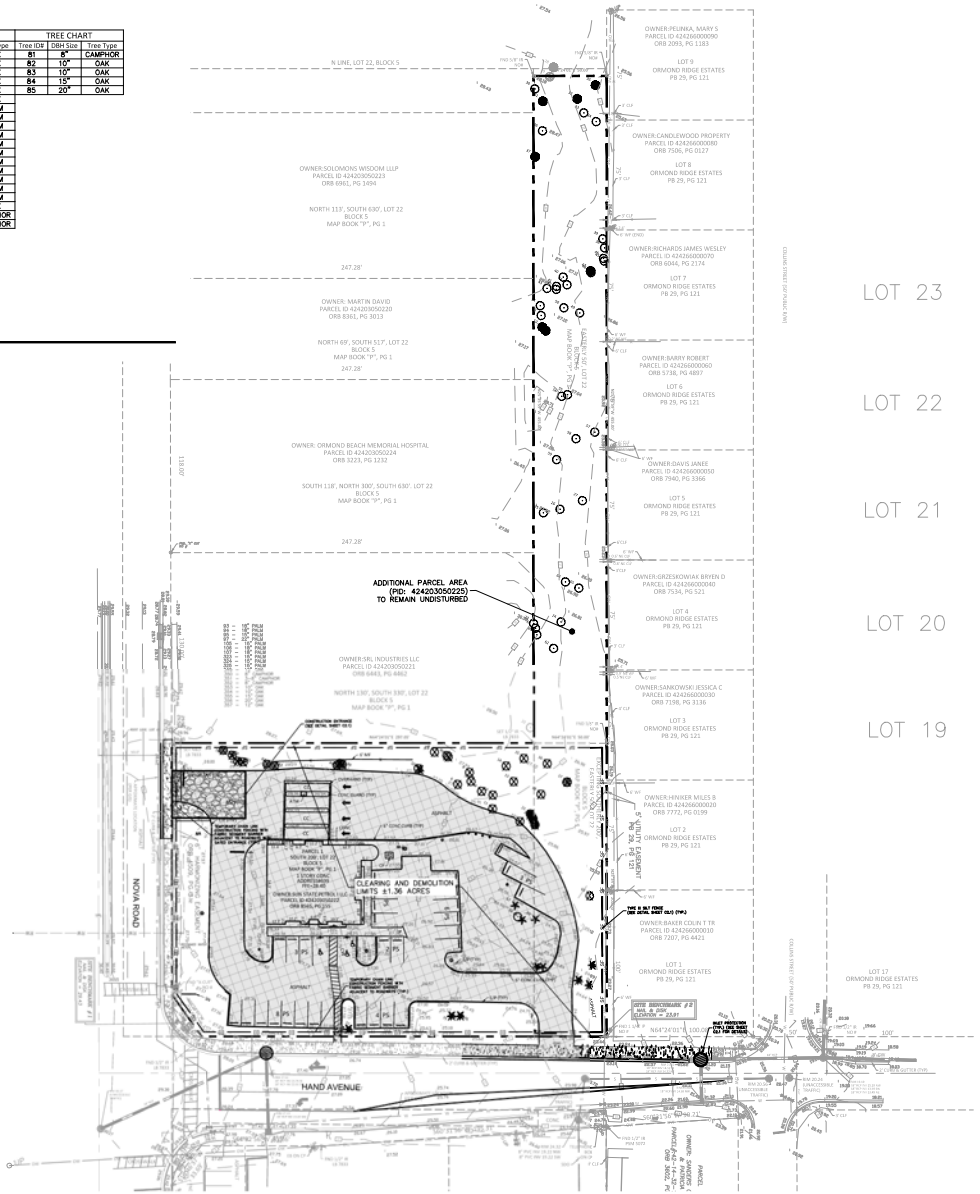
| TREE CHART | | | TREE CHART | | | TREE CHART | | | TREE CHART | | | TREE CHART | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type |
| 1 | 18" | OAK | 21 | 6" | RAIN | 41 | 10" | OAK | 61 | 20" | OAK | 81 | 8" | CAMPHOR |
| 2 | 15" | PALM | 22 | 8" | OAK | 42 | 13" | OAK | 62 | 8" | OAK | 82 | 10" | OAK |
| 3 | 11" | OAK | 23 | 33" | OAK | 43 | 9" | OAK | 63 | 6" | OAK | 83 | 10" | OAK |
| 4 | 7" | OAK | 24 | 8" | OAK | 44 | 12" | OAK | 64 | 6" | OAK | 84 | 15" | OAK |
| 5 | 9" | OAK | 25 | 11" | OAK | 45 | 8" | OAK | 65 | 8" | OAK | 85 | 20" | OAK |
| 6 | 14" | OAK | 26 | 20" | OAK | 46 | 8" | OAK | 66 | 18" | OAK | | | |
| 7 | 8" | OAK | 27 | 12" | OAK | 47 | 12" | MAGNOLIA | 67 | 14" | PALM | | | |
| 8 | 10" | OAK | 28 | 22" | MAGNOLIA | 48 | 12" | OAK | 68 | 12" | PALM | | | |
| 9 | 12" | OAK | 29 | 21" | MAPLE | 49 | 11" | OAK | 69 | 12" | PALM | | | |
| 10 | 9" | OAK | 30 | 11" | OAK | 50 | 8" | OAK | 70 | 13" | PALM | | | |
| 11 | 9" | OAK | 31 | 7" | MAGNOLIA | 51 | 30" | MAGNOLIA | 71 | 18" | PALM | | | |
| 12 | 15" | OAK | 32 | 12" | MAGNOLIA | 52 | 30" | MAGNOLIA | 72 | 18" | PALM | | | |
| 13 | 7" | OAK | 33 | 13" | OAK | 53 | 7" | OAK | 73 | 15" | PALM | | | |
| 14 | 9" | OAK | 34 | 13" | OAK | 54 | 7" | OAK | 74 | 22" | PALM | | | |
| 15 | 16" | OAK | 35 | 20" | MAGNOLIA | 55 | 13" | OAK | 75 | 15" | PALM | | | |
| 16 | 8" | OAK | 36 | 15" | OAK | 56 | 18" | OAK | 76 | 18" | PALM | | | |
| 17 | 21" | MAPLE | 37 | 14" | MAGNOLIA | 57 | 7" | OAK | 77 | 18" | PALM | | | |
| 18 | 14" | OAK | 38 | 12" | OAK | 58 | 18" | OAK | 78 | 12" | OAK | | | |
| 19 | 8" | RAIN | 39 | 8" | OAK | 59 | 12" | OAK | 79 | 8" | CAMPHOR | | | |
| 20 | 6" | RAIN | 40 | 26" | OAK | 60 | 12" | OAK | 80 | 3-8" | CAMPHOR | | | |

78 — EXISTING TREE SYMBOL

EXISTING TREE ID#

EXISTING TREE LEGEND:

SEE TREE MITIGATION PLAN, SHEET L0.50 FOR DETAILS.




GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

CITY NOTES:
1. DEMOLITION PERMIT IS REQUIRED. SCHEDULE A WALK-THROUGH WITH THE CITY ENGINEERING INSPECTOR JASON WEIDENMILLER (JASON.WEIDENMILLER@ORMONDBEACH.ORG) FOR WATER AND SEWER CONNECTION FEE CREDITS.
2. CONTRACTOR TO COORDINATE WITH CITY OF ORMOND BEACH POLICE AND FIRE DEPARTMENT 2 WEEKS PRIOR TO BUILDING DEMOLITION FOR SCHEDULING A TRAINING EXERCISE. CONTACT KEN GAINES (KEN.GAINES@ORMONDBEACH.ORG) OR NATE QUARTIER (NATHAN.QUARTIER@ORMONDBEACH.ORG)

GENERAL NOTES:
1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
2. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
3. REFER TO SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
4. INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION. SEE DETAIL SHEET C7.0.
5. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE DETAIL SHEET C7.1.
6. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT TO CONSTRUCTION ACTIVITIES. SEE DETAIL SHEET C7.1.
7. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS, SEE SHEET C7.1.
8. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
9. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
10. CONTRACTOR IS TO VERIFY EXISTING SANITARY, STORM, WATER, ELECTRIC, PHONE, CABLE, AND NATURAL GAS SERVICES TO BUILDINGS SCHEDULED FOR DEMOLITION. SERVICES ARE TO BE ISOLATED FROM THE MAIN UTILITY SERVICE CONNECTIONS, AND CAPPED AND/OR REMOVED AS REQUIRED BY THE UTILITY PROVIDER. UTILITY SERVICES ARE TO BE ISOLATED IN A MANNER THAT WILL INSURE THAT ADJACENT PROPERTIES REMAIN CONNECTED WITHOUT EXPERIENCING AN INTERRUPTION OF SERVICE.
11. THERE MAY BE ON-SITE UNDERGROUND UTILITIES (INCLUDING BUT NOT LIMITED TO IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, FIBER OPTIC, ELECTRIC, TELEPHONE AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT SURVEYOR. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES.
12. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
13. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
14. CONTRACTOR TO ENSURE TREE PROTECTION IS INSTALLED TO THE FULLEST EXTENT OF THE TREES' DRIP LINES.
15. DO NOT INSTALL TREE BARRICADES (SPECIFICALLY SILT FENCING MATERIAL) BY TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES.
16. PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES AS REQUIRED BY CHAPTER 33, AND TABLE 3306.1 OF THE FBC 8TH EDITION. PLEASE NOTE THAT SIGNS SHALL BE PROVIDED TO DIRECT PEDESTRIAN TRAFFIC.

LEGEND
- PROPERTY LINE (TYP.)
- INLET PROTECTION (SEE DETAIL SHEET C7.1)
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING FIRE LINE
- EXISTING STORM PIPE
- EXISTING FORCE MAIN
- EXISTING CONTOURS
- TREE TO BE REMOVED
- AREA TO BE DEMOLISHED
- SILT FENCE
- TEMPORARY CONSTRUCTION FENCE

VERTICAL DATUM:
ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|
| | | | |

Kimley»Horn
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PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

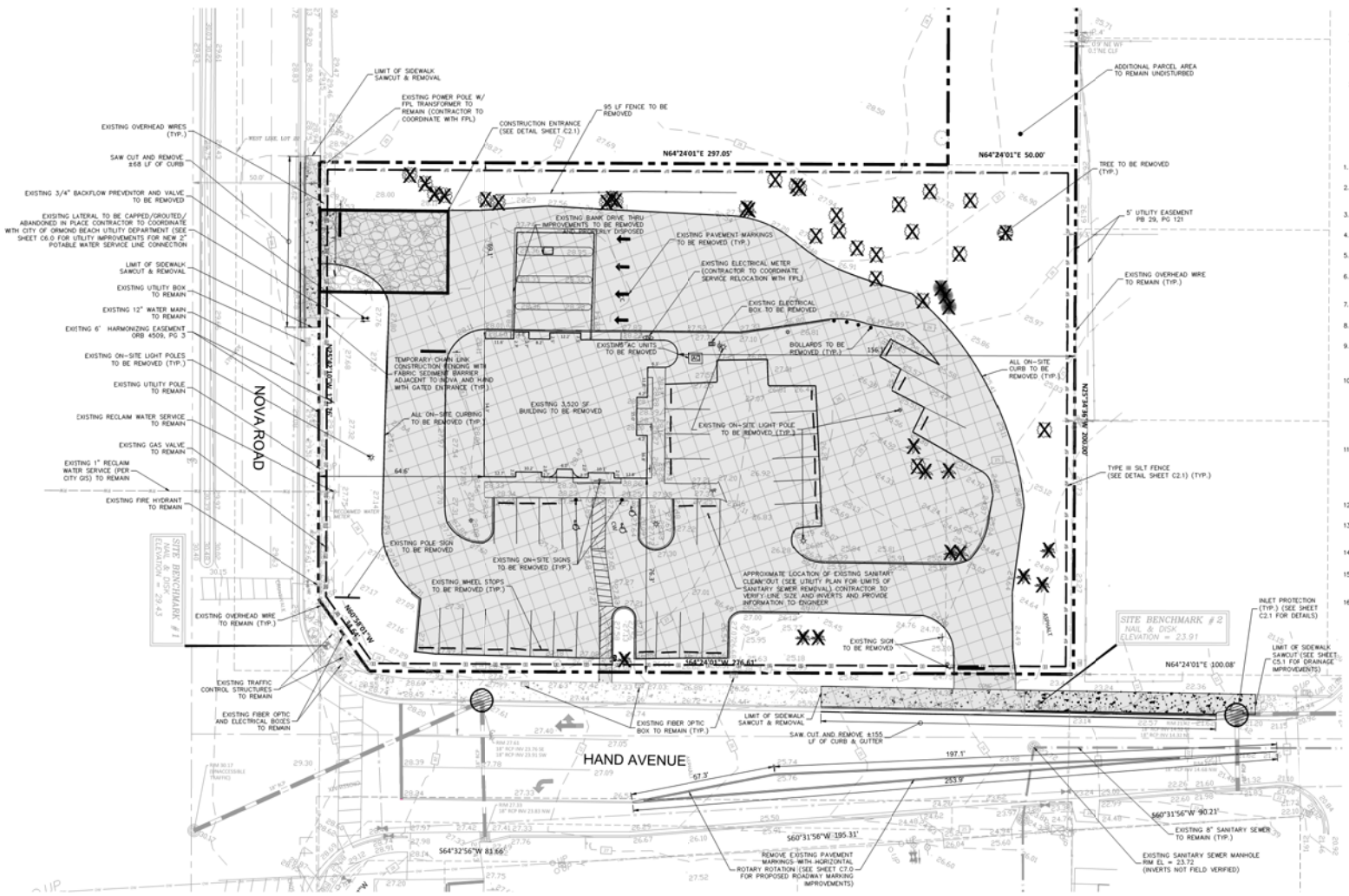
LICENSED PROFESSIONAL ENGINEER
JARED E. STUBBS, P.E.
FL LICENSE NUMBER 89357
DATE: 04/21/2025

| KHA PROJECT 149880169 | |
|---|---|
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

# OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C3.0

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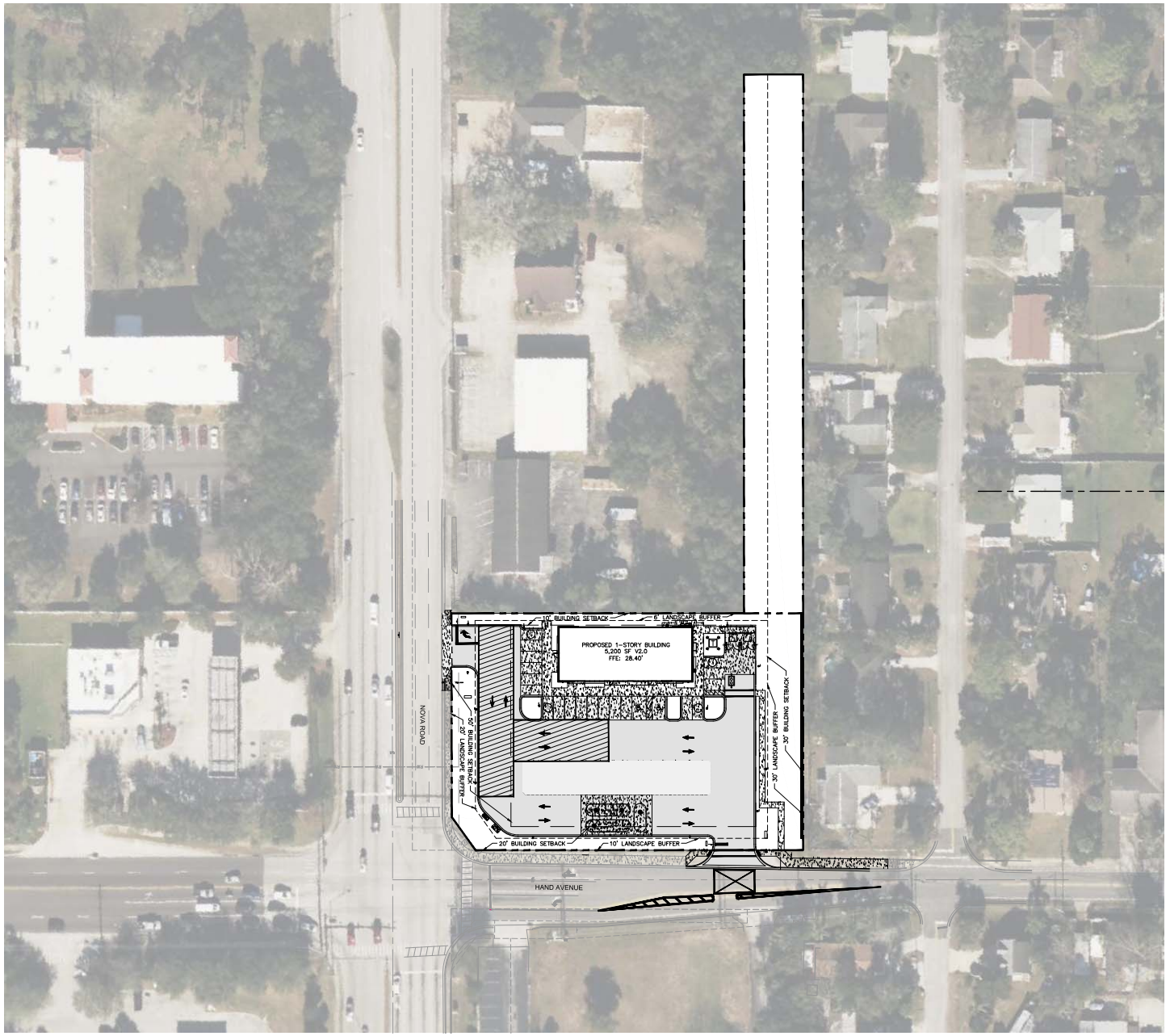
KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# EXISTING CONDITIONS AND DEMOLITION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C3.1




GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

## SITE DATA:

| | |
|---|---|
| **PROJECT NAME:** | CIRCLE K – NOVA & HAND |
| PROPERTY OWNERSHIP: | SUN STATE PETROL I, LLC |
| ADDRESS: | 699 S. NOVA RD<br>ORMOND BEACH, FL |
| PARCEL ID'S: | 424203050222 |
| AREA: | ±1.88 ACRES (81,833 SF) |
| REQUIRED CODE: | CITY OF ORMOND BEACH |
| FLU/ZONING: | COMMERCIAL (B-8) |
| PROPOSED USE: | COMMERCIAL |

| **BUILDING HEIGHT:** | | |
|---|---|---|
| **PROPOSED:** | | 35 FT |
| **BUILDING SETBACKS:** | **REQUIRED** | **PROVIDED** |
| SIDE (NOVA RD): | 50 FT | 50 FT |
| SIDE (NORTH): | 10 FT | 10 FT |
| FRONT (HAND AVE): | 20 FT | 20 FT |
| REAR (EAST): | 30 FT | 30 FT |
| LANDSCAPE SETBACKS: | REQUIRED | PROVIDED |
| SIDE (NOVA RD): | 20 FT | 20 FT |
| SIDE (NORTH): | 6 FT | 6 FT |
| FRONT (HAND AVE): | 10 FT | 10 FT |
| REAR (EAST): | 30 FT | 30 FT |

PARKING REQUIRED:

| CONVENIENCE STORE | |
|---|---|
| 1 SPACES / 200 SF GFA | 26 |
| 1/2 SERVICE STATION REQUIREMENT | 7 |
| TOTAL REQUIRED PARKING | 33 |

PARKING PROVIDED:

| | |
|---|---|
| PROPOSED HANDICAP SPACES (12'X20'): | 2 |
| PROPOSED REGULAR SPACES (9.5'X20'): | 10 |
| PROPOSED REGULAR SPACES (9.5'X18'): | 9 |
| PROPOSED CANOPY SPACES (10'X20'): | 12 |
| PROPOSED ON-SITE SPACES: | 33 |

**BICYCLE PARKING:**
PROVIDED SPACES: 2

SITE COVERAGE:

| | | | |
|---|---|---|---|
| IMPERVIOUS (PAVEMENT, WALKS) | 0.85 AC | 37,038 SF | 45.3% |
| IMPERVIOUS (BUILDING) | 0.12 AC | 5,200 SF | 6.4% |
| PERVIOUS (OPEN SPACE) | 0.91 AC | 39,594 SF | 48.3% |
| TOTAL SITE AREA | 1.88 AC | 81,832 SF | 100% |
| TOTAL IMPERVIOUS AREA | 0.97 AC | 42,238 SF | 51.7% |

VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,862 SF * 10% = 3,266 SF
PROVIDED VUA = 3,372 SF

GENERAL NOTES:

1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FDOT INDEX 711-001.
7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAIL).
10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTCD AND FDOT STANDARDS.
12. ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF CITY OF ORMOND BEACH, FL CODE OF ORDINANCES ARTICLE IV.

CITY NOTES:

1. ALL SIGNAGE (BUILDING, WALL, MONUMENT SIGNS, DIRECTIONAL SIGNS, ETC.) REQUIRE SEPARATE PERMIT AND SHALL COMPLY WITH THE CITY'S SIGNAGE STANDARDS IN SECTIONS 3-47, 3-48 AND 3-70 OF THE CITY'S LAND DEVELOPMENT CODE.

VERTICAL DATUM:

ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

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# OVERALL SITE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

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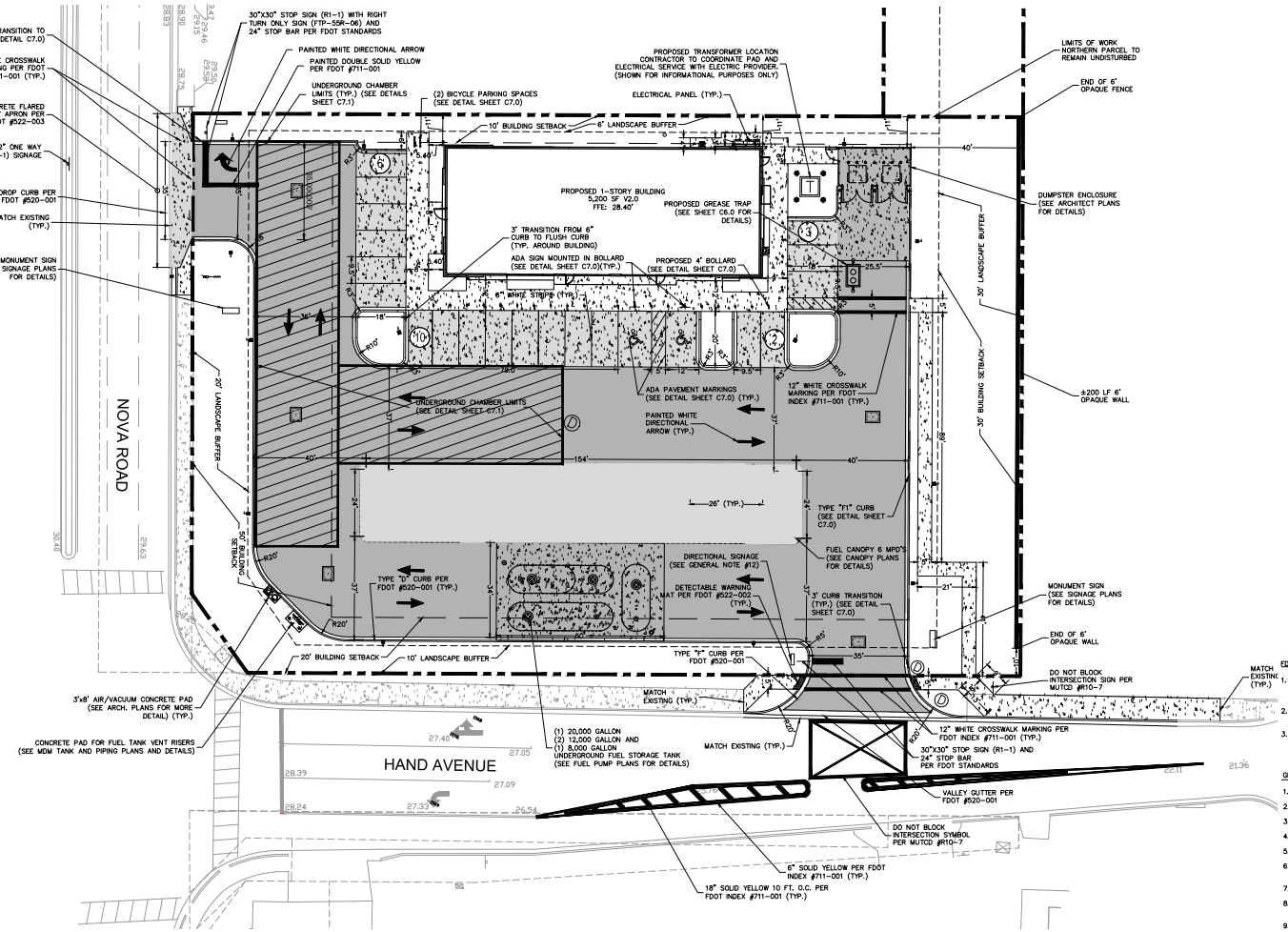


GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

## SITE DATA:

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| AREA: | ±1.88 ACRES (81,833 SF) |
| REQUIRED CODE: | CITY OF ORMOND BEACH |
| FLU/ZONING: | COMMERCIAL (B–8) |
| PROPOSED USE: | COMMERCIAL |

BUILDING HEIGHT:

| | |
|---|---|
| PROPOSED: | 35 FT |

| BUILDING SETBACKS: | REQUIRED | PROVIDED |
|---|---|---|
| SIDE (NOVA RD): | 50 FT | 50 FT |
| SIDE (NORTH): | 10 FT | 10 FT |
| FRONT (HAND AVE): | 20 FT | 20 FT |
| REAR (EAST): | 30 FT | 30 FT |
| LANDSCAPE SETBACKS: | REQUIRED | PROVIDED |
| SIDE (NOVA RD): | 20 FT | 20 FT |
| SIDE (NORTH): | 6 FT | 6 FT |
| FRONT (HAND AVE): | 10 FT | 10 FT |
| REAR (EAST): | 30 FT | 30 FT |

PARKING REQUIRED:

| CONVENIENCE STORE | |
|---|---|
| 1 SPACES / 200 SF GFA | 26 |
| 1/2 SERVICE STATION REQUIREMENT | 7 |
| TOTAL REQUIRED PARKING | 33 |

PARKING PROVIDED:

| | |
|---|---|
| PROPOSED HANDICAP SPACES (12'X20'): | 2 |
| PROPOSED REGULAR SPACES (9.5'X20'): | 10 |
| PROPOSED REGULAR SPACES (9.5'X18'): | 9 |
| PROPOSED CANOPY SPACES (10'X20'): | 12 |
| PROPOSED ON-SITE SPACES: | 33 |

BICYCLE PARKING:

| | |
|---|---|
| PROVIDED SPACES: | 2 |

SITE COVERAGE:

| | | | |
|---|---|---|---|
| IMPERVIOUS (PAVEMENT, WALKS) | 0.85 AC | 37,038 SF | 45.3% |
| IMPERVIOUS (BUILDING) | 0.12 AC | 5,200 SF | 6.4% |
| PERVIOUS (OPEN SPACE) | 0.91 AC | 39,594 SF | 48.3% |
| TOTAL SITE AREA | 1.88 AC | 81,832 SF | 100% |
| TOTAL IMPERVIOUS AREA | 0.97 AC | 42,238 SF | 51.7% |

VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,662 SF * 10% = 3,266 SF
PROVIDED VUA = 3,372 SF

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
- PROPOSED MEDIUM DUTY CONCRETE (SEE DETAIL SHEET C7.0)
- PROPOSED HEAVY DUTY CONCRETE (SEE DETAIL SHEET C7.0)

FDOT NOTES:

1. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFIRM TO THE LATEST EDITION OF THE FDOT DESIGN PLANS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
2. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, SHALL BE BUIT AND INSPECTED TO MEET CURRENT ADA CRITERIA.
3. ANY IMPACTED PAVEMENT MARKINGS AND/OR SIGNAGE WITHIN THE FDOT RIGHT-OF-WAY SHALL BE UPDATED/ADDED/REMOVED AS NECESSARY IN THE FIELD WITH THE PROPOSED RIGHT-OF-WAY IMPROVEMENTS.

GENERAL NOTES:

1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FDOT INDEX 711-001.
7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAIL).
10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTCD AND FDOT STANDARDS.
12. ALL SIGNAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL SIGNAGE (BUILDING, MONUMENT, DIRECTIONAL, ETC.) REQUIRES SEPARATE PERMIT AND SHALL MEET THE REQUIREMENTS OF CITY OF ORMOND BEACH.

VERTICAL DATUM:

ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 1988), PUBLISHED BY NATIONAL GEODETIC SURVEY.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# SITE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C4.1

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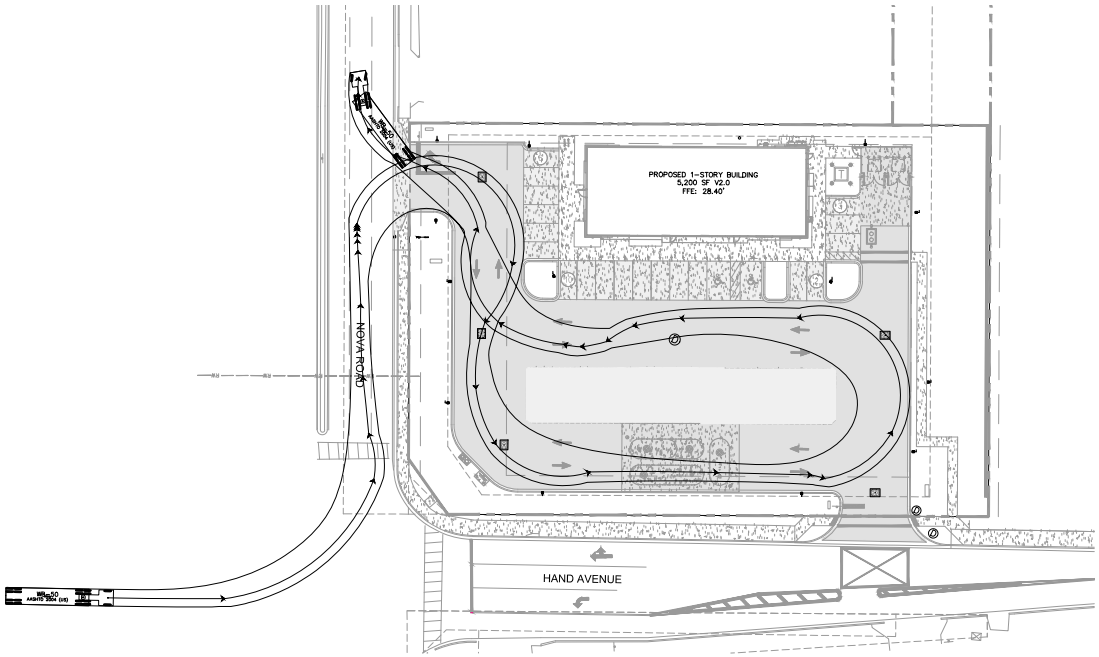
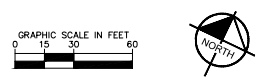
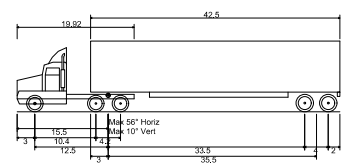


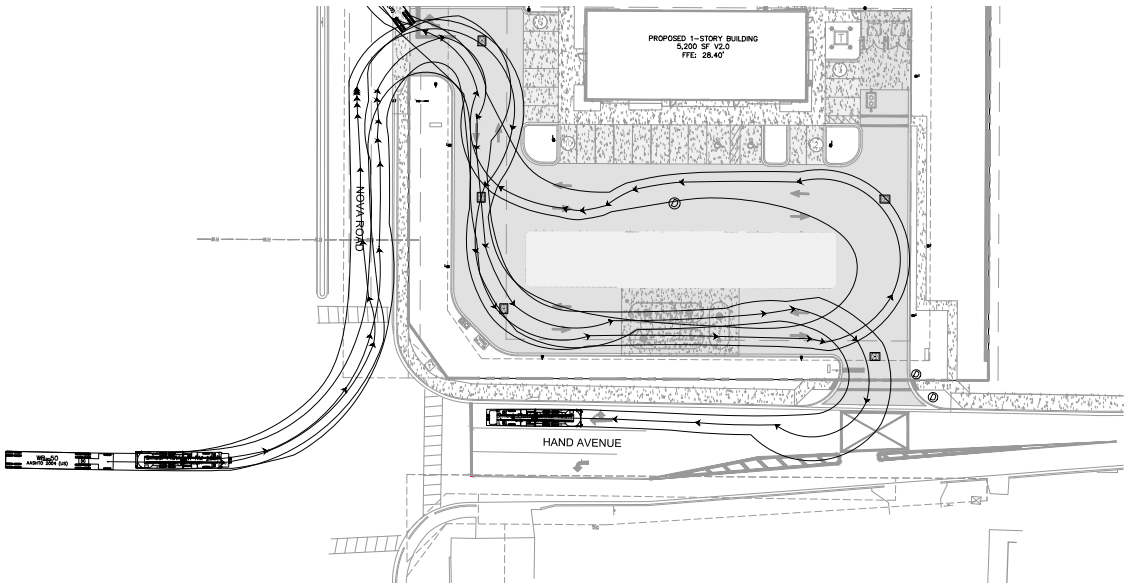



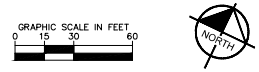



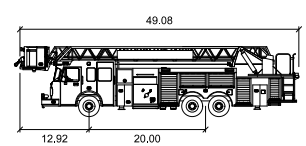

WB-50 - Semi-Trailer Combination, Large

| | |
|---|---|
| Overall Length | 55.000ft |
| Overall Width | 8.500ft |
| Overall Body Height | 12.052ft |
| Min Body Ground Clearance | 1.334ft |
| Max Track Width | 8.500ft |
| Lock-to-lock time | 6.00s |
| Curb to Curb Turning Radius | 45.000ft |

TRUCK TURNING PLAN - WB-50




Smeal Platform RM 100ft

| | feet |
|---|---|
| Width | : 8.33 |
| Track | : 7.83 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 48.0 |

TRUCK TURNING PLAN - FIRE TRUCK

VERTICAL DATUM:

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[redacted]

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LICENSED PROFESSIONAL ENGINEER
JAROD C STUBBS, P.E.
STATE OF FLORIDA
LICENSE NUMBER
89387
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# TRUCK ROUTING PLAN

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
C4.2

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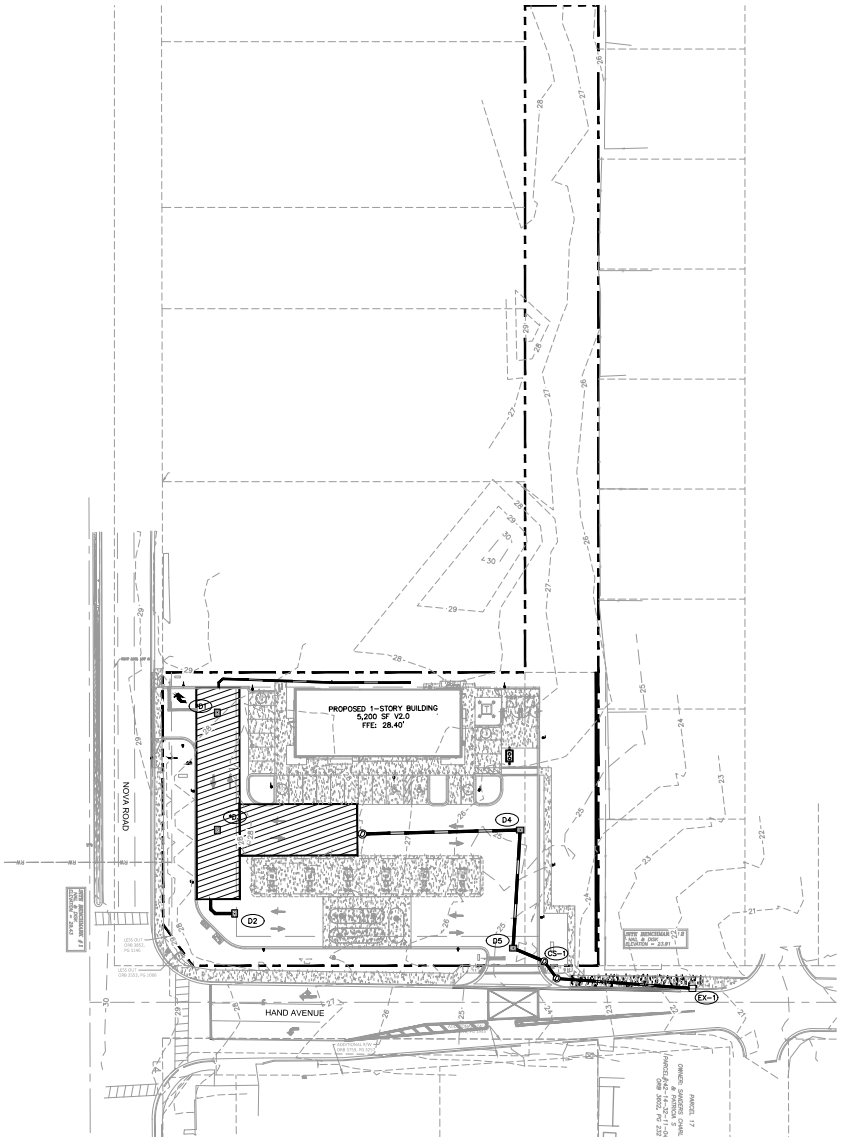


GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

NOTES:

1. ALL STORM PIPES LABELED "HP" SHALL BE ADS HIGH PERFORMANCE (HP) POLYPROPYLENE STORM SEWER PIPE.
2. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICAITONS.
3. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.
4. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
5. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
6. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.
7. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
8. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE IN ALL DIRECTIONS.
9. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE
10. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
11. FOR EROSION CONTROL NOTES REFER TO SHEET C2.0.
12. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN #430-001.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
14. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
15. ALL EXISTING VALVES, BOXES, MANHOLE LIDS, COVERS, AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH FINISHED GRADE.
16. ALL PAVEMENT MUST BE SOURCED FROM AN FDOT APPROVED PLANT.
17. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).

| STORM STRUCTURE TABLE | |
|---|---|
| STRUCTURE NAME: | DETAILS: |
| *D1 | TYPE 'D' INLET<br>PER FDOT INDEX #425-052<br>TOP: 27.88 |
| *D3 | TYPE 'D' INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.75 |
| CS-1 | 4' DIA MANHOLE<br>PER FDOT INDEX #425-001<br>TOP: 25.01<br>W. INV IN: 19.04 (18" HDPE)<br>SE. INV OUT: 19.04 (15" Reinforced Co |
| D2 | TYPE 'D' INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.77<br>SW. INV OUT: 20.24 (18" HDPE) |
| D4 | TYPE 'D' INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.67<br>SW. INV IN: 19.14 (18" HDPE)<br>S. INV OUT: 19.14 (18" HDPE) |
| D5 | TYPE 'D' INLET<br>PER FDOT INDEX #425-052<br>TOP: 25.31<br>N. INV IN: 19.25 (18" HDPE)<br>E. INV OUT: 19.25 (18" HDPE) |

*INLETS TO HAVE A 12" SUMP DEPTH WITH 12" DIAMETER WEEP HOLE PER FDOT INDEX 425-001

LEGEND

- PROPERTY LINE
- PROPOSED STORM PIPE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED STORM CURB INLET
- PROPOSED TYPE 'V' GUTTER INLET
- XX.XX / XX.XX — PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOTT. OF CURB
- XX.XX — PROPOSED SPOT ELEVATION
- EXISTING STORM PIPE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM CURB INLET
- XX.XX / XX.XX — EXISTING ELEV. TOP OF CURB / EXISTING ELEV. BOTT. OF CURB
- XX.XX — EXISTING SPOT ELEVATION

VERTICAL DATUM:

ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.09 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

| | |
|---|---|
| KHA PROJECT | 149880169 |
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

# OVERALL PAVING, GRADING, AND DRAINAGE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C5.0

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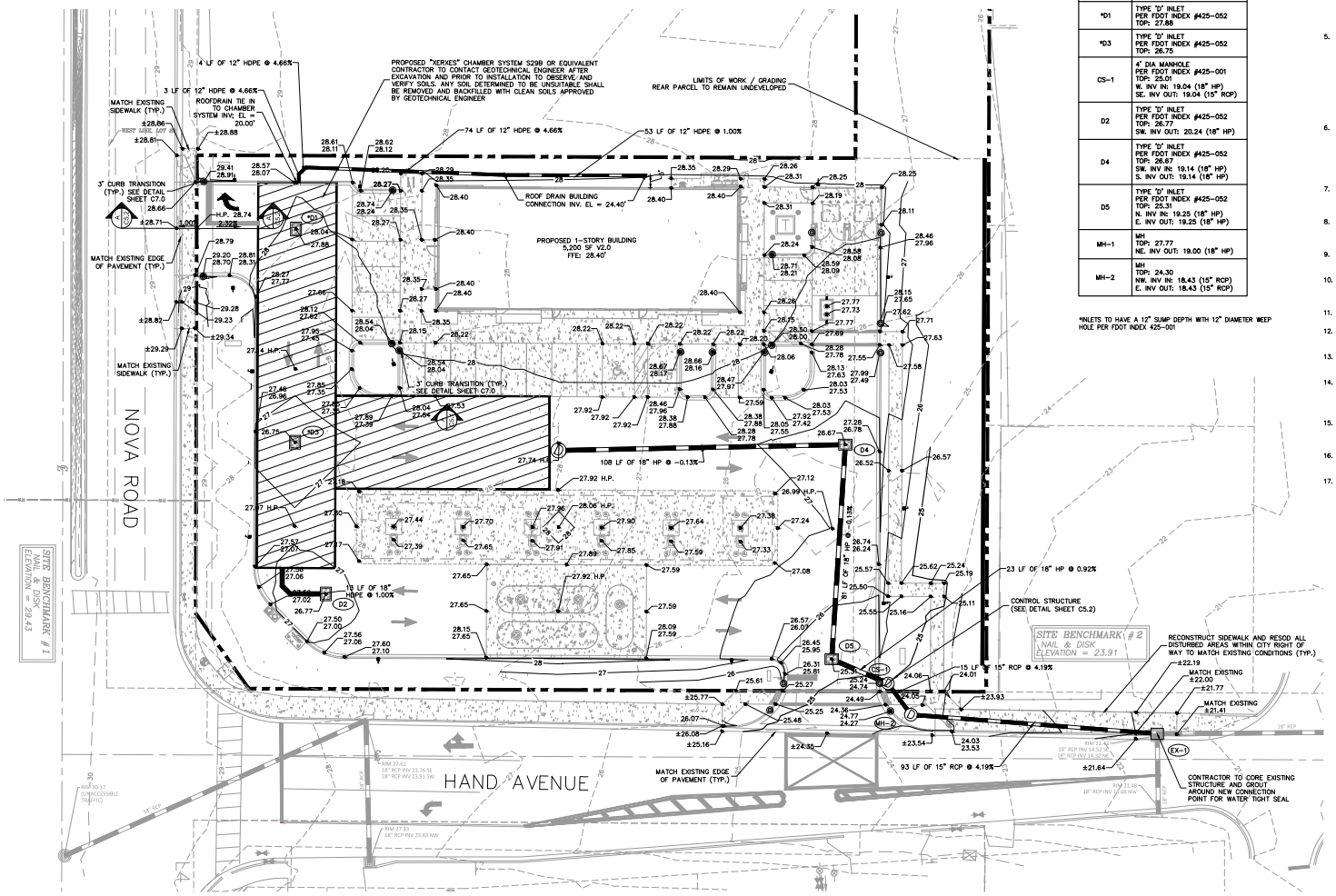


GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

| STORM STRUCTURE TABLE | |
|---|---|
| STRUCTURE NAME: | DETAILS: |
| *D1 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 27.88 |
| *D3 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.75 |
| CS-1 | 4' DIA MANHOLE PER FDOT INDEX #425-001 TOP: 25.01 W. INV IN: 19.04 (18" HP) SE. INV OUT: 19.04 (15" RCP) |
| D2 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.77 SW. INV OUT: 20.24 (18" HP) |
| D4 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.67 SW. INV IN: 19.14 (18" HP) S. INV OUT: 19.14 (18" HP) |
| D5 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 25.31 N. INV IN: 19.25 (18" HP) E. INV OUT: 19.25 (18" HP) |
| MH-1 | MH TOP: 27.77 NE. INV OUT: 19.00 (18" HP) |
| MH-2 | MH TOP: 24.30 NW. INV IN: 18.43 (15" RCP) E. INV OUT: 18.43 (15" RCP) |

*INLETS TO HAVE A 12" SUMP DEPTH WITH 12" DIAMETER WEEP HOLE PER FDOT INDEX 425-001

NOTES:

1. ALL STORM PIPES LABELED "HP" SHALL BE ADS HIGH PERFORMANCE (HP) POLYPROPYLENE STORM SEWER PIPE.
2. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICAITONS.
3. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.
4. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
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7. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
8. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE IN ALL DIRECTIONS.
9. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE
10. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
11. FOR EROSION CONTROL NOTES REFER TO SHEET C2.0.
12. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN #430-001.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
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16. ALL PAVEMENT MUST BE SOURCED FROM AN FDOT APPROVED PLANT.
17. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).

LEGEND

- PROPERTY LINE
- PROPOSED STORM PIPE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED STORM CURB INLET
- PROPOSED TYPE "V" GUTTER INLET
- XX.XX / XX.XX — PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOTT. OF CURB
- XX.XX — PROPOSED SPOT ELEVATION
- 3" CURB TRANSITION (SEE DETAIL SHEET C7.0)
- EXISTING STORM PIPE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM CURB INLET
- XX.XX / XX.XX — EXISTING ELEV. TOP OF CURB / EXISTING ELEV. BOTT. OF CURB
- XX.XX — EXISTING SPOT ELEVATION

VERTICAL DATUM:

ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

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LICENSED PROFESSIONAL ENGINEER — JARED C. STUBBS, P.E. — No. 89357 — STATE OF FLORIDA — DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# PAVING, GRADING, AND DRAINAGE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C5.1

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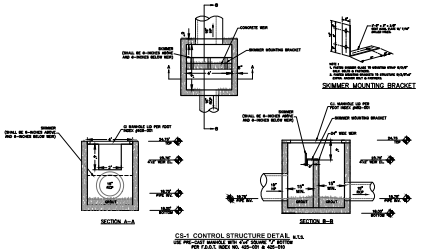
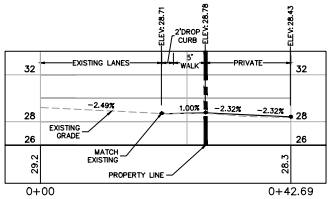
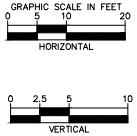
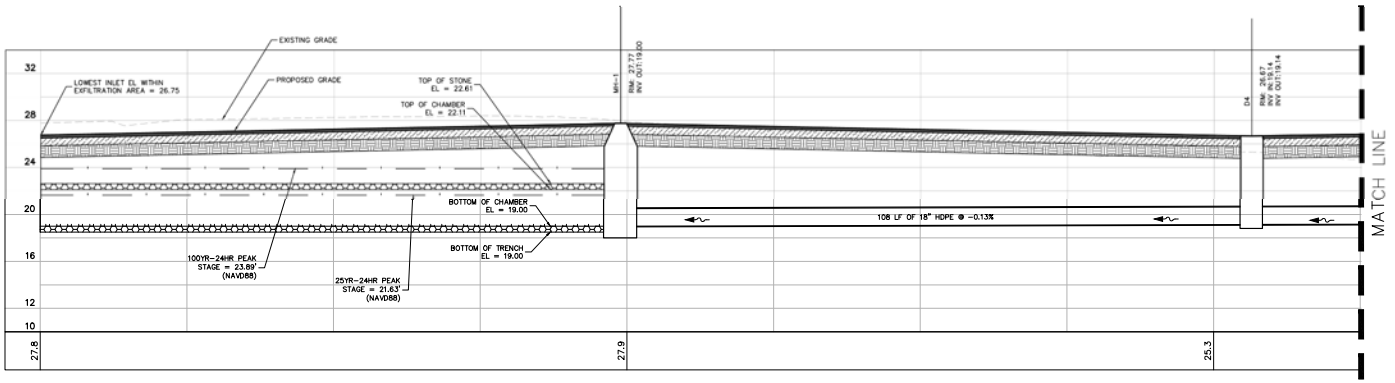


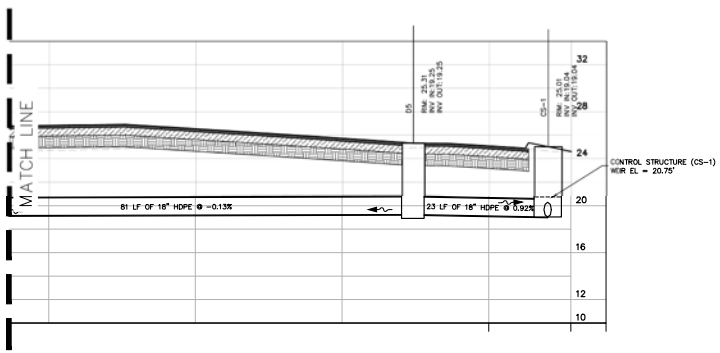

SECTION A-A: NOVA DRIVEWAY PROFILE










CHAMBER SYSTEM TO OUTFALL PROFILE:

VERTICAL DATUM:
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1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED E. STUBBS, P.E.
FL LICENSE NUMBER 89357
DATE: 04/21/2025

| | |
|---|---|
| KHA PROJECT | 149880169 |
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

# GRADING AND DRAINAGE DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C5.2

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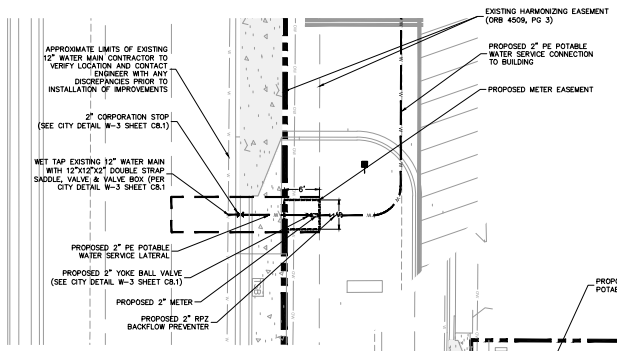


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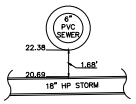
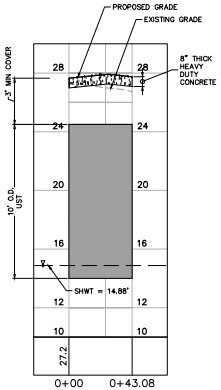



CROSSING #1
NTS

## CROSSING DETAIL




## SEC A-A: UST SECTION VIEW

GRAPHIC SCALE IN FEET
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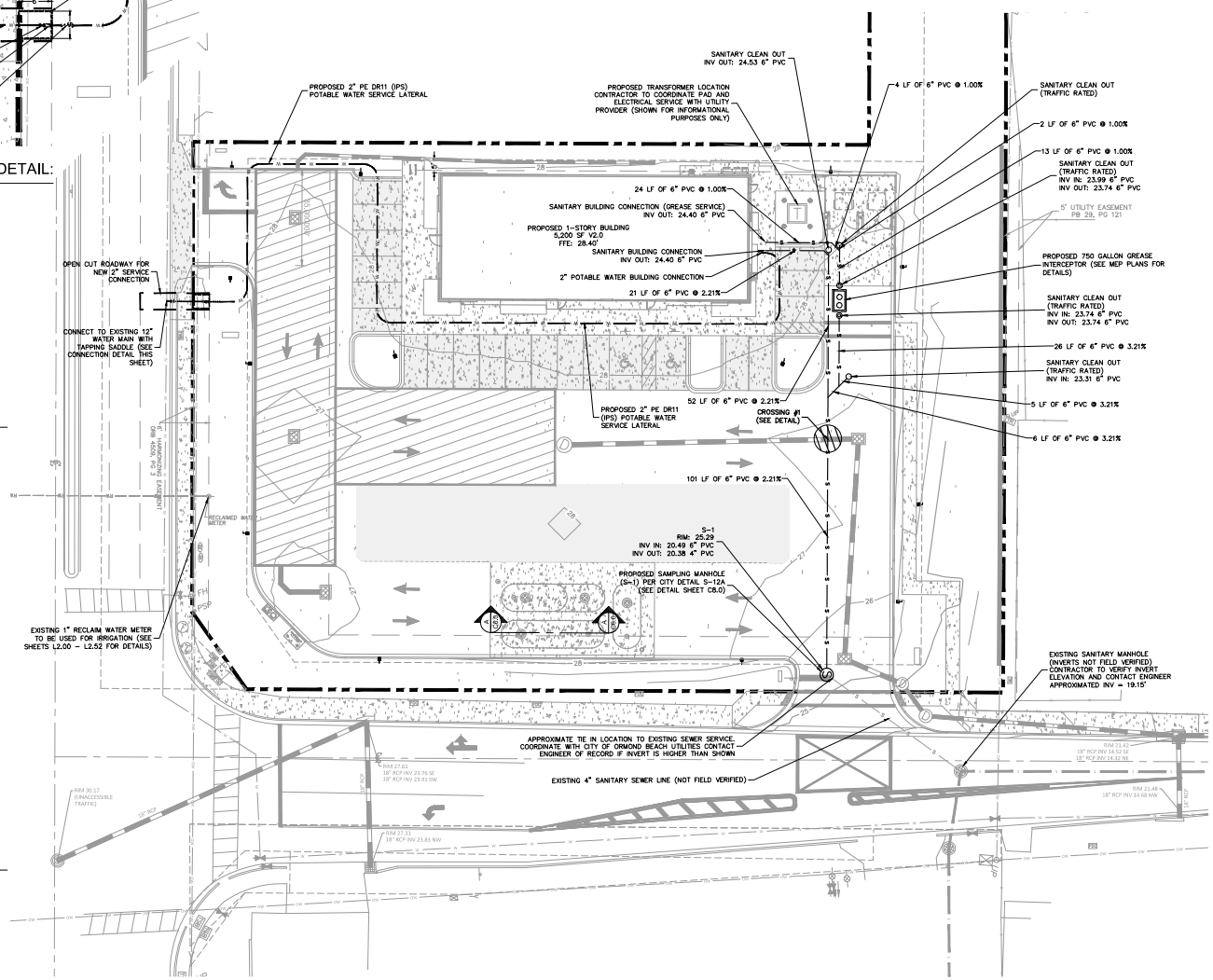
HORIZONTAL

0 2 4 8
VERTICAL




GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

### LEGEND

- PROPERTY BOUNDARY
- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING GAS LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELECOMMUNICATION LINE
- EXISTING FORCE MAIN
- EXISTING STORM SEWER PIPE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED RECLAIMED WATER LINE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- PROPOSED TRANSFORMER PAD (BY OTHERS)

### NOTES:

1. ALL ONSITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
2. MAINTAIN A MINIMUM OF 3-FT OF COVER OVER PRESSURIZED MAINS & A 4-FT COVER FOR ALL GRAVITY SEWERS.
3. MINIMUM HORIZONTAL AND VERTICAL UTILITY SEPARATION REQUIREMENTS SHALL BE IN ACCORDANCE WITH FDEP REQUIREMENTS AND CITY STANDARD CONSTRUCTION DETAIL C-4.
4. REFER TO ADDITIONAL UTILITY NOTES AND DETAILS ON SHEET C1.1.
5. ALL WATER MAINS AND DOMESTIC LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ORMOND BEACH UTILITY STANDARDS.
6. BEDDING AND BACKFILL SHALL BE INSTALLED PER THE CITY OF ORMOND BEACH STANDARDS. GRANULAR BACKFILL IS REQUIRED UNDER PAVEMENT AND WITHIN 5 FEET OF PAVEMENT.
7. ALL SANITARY SEWER LINES SHALL BE PVC MEETING, ASTM D-3034 SDR 26 EXCEPT FOR SANITARY SEWER THAT CROSSES ABOVE WATER MAIN, THIS PIPE SHALL BE AWWA C900 (UNLESS WATER MAIN CASING IS UTILIZED).
8. ALL PUBLIC CITY HYDRANTS SHALL BE PAINTED HUMOROUS GREEN PER DETAIL W-2. PRIVATE HYDRANTS MAY BE PAINTED SAFETY YELLOW OR RED. COUNTY HYDRANT COLOR MUST CONFORM TO CITY STANDARDS.
9. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
10. ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
11. CONTRACTOR TO CALL "SUNSHINE STATE ONE CALL OF FLORIDA" (1-800-432-4770) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
12. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER/ DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION. THE CITY OF ORMOND BEACH SHALL BE NOTIFIED OF ANY AND ALL CHANGES TO THE DESIGN PLANS.
13. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURE. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
14. CONTRACTOR TO AVOID DISRUPTION OF ANY ADJACENT TENANT'S TRAFFIC OPERATIONS, TO THE MAXIMUM EXTENT, DURING INSTALLATION OF UTILITIES. IF TRAFFIC IS TO BE OBSTRUCTED CONTRACTOR SHALL COORDINATE TRAFFIC CONTROL PLAN WITH THE LOCAL MUNICIPALITY.
15. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE UNLESS NOTED OTHERWISE.
16. SEE PLUMBING PLANS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
17. LIGHT POLES SHOWN FOR COORDINATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE SITE LIGHTING PLANS BY OTHERS FOR MORE INFORMATION.
18. ELECTRIC, TELEPHONE, AND OTHER DRY UTILITIES SHALL BE PLACED WITHIN CONDUIT, MEETING PRIVATE UTILITY STANDARDS, WHEN ROUTE CROSSES PAVED DRIVES AND PARKING AREAS.
19. ALL UNDERGROUND WATER MAINS AND HYDRANTS SHALL BE INSTALLED, COMPLETED AND IN SERVICE PRIOR TO ANY COMBUSTIBLES BEING BROUGHT ONSITE.

VERTICAL DATUM:
ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

Sunshine811.com

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|---|---|---|---|

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JARED C. STUBBS, P.E.
FLORIDA LICENSE NO. 89357
DATE: 04/21/2025

KHA PROJECT 149880169
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SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# UTILITY PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C6.0

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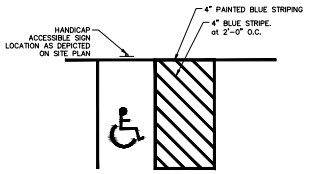
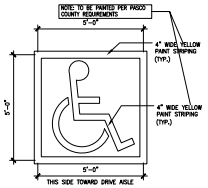
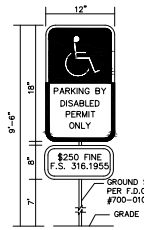



NOTE: REFER TO PLAN FOR DETAILED LAYOUT AND DIMENSIONS

**TYPICAL HANDICAP STRIPING**
N.T.S.

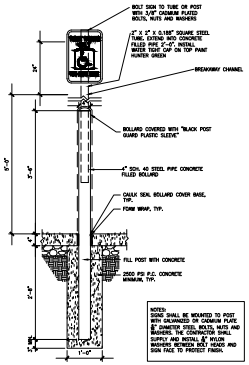



**15 ACCESSIBLE PARKING SYMBOL**
1/2"=1'-0"

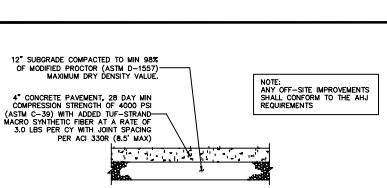



NOTES:
1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

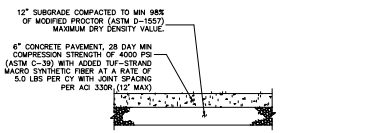
**HANDICAP SIGN DETAIL**
NTS



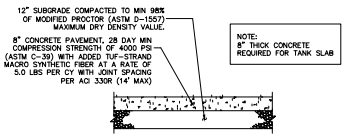

**5 HANDICAP ACCESSIBLE SIGN**
NTS



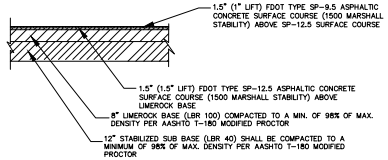

**CONCRETE SIDEWALK DETAIL**
NTS



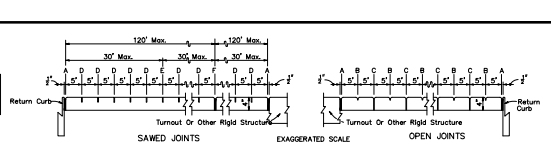

**MEDIUM DUTY CONCRETE PAVEMENT DETAIL**
NTS



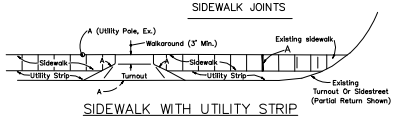

**HEAVY DUTY CONCRETE PAVEMENT DETAIL**
NTS




**HEAVY DUTY ASPHALT PAVEMENT SECTION**
NTS




**SIDEWALK JOINTS**




**SIDEWALK WITH UTILITY STRIP**
NTS

JOINT LEGEND
- A– ¾" EXPANSION JOINTS (PREFORMED JOINT FILLER)
- B– ¾" DUMMY JOINTS, TOOLED
- C– ¾" FORMED OPEN JOINTS
- D– ¾" SAW CUT JOINTS, ¼" DEEP (96 HOUR) MAX. 5' CENTERS
- E– ¾" SAW CUT JOINTS, ¼" DEEP (12 HOUR) MAX. 30' CENTERS
- F– ¾" EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120'
- G– COLD JOINT WITH BOND BREAKER, TOOLED

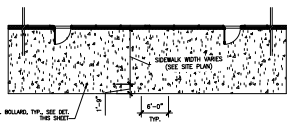
FOOTNOTES:
- ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.
- * 1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.
- ◊ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) AS SHOWN ON SHT. P-1.

GENERAL NOTES

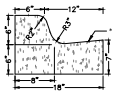
SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 522 EXCEPT FOR CURB CUT RAMP RUNS WHICH SHALL BE FINISHED IN ACCORDANCE WITH FDOT INDEX 522-002.

BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

**CONCRETE SIDEWALK DETAIL**
NTS

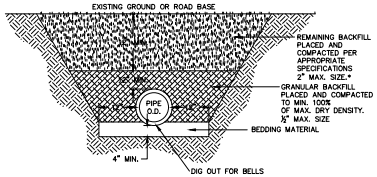



**BOLLARD PLACEMENT DETAIL**
NOT TO SCALE




*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

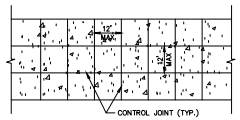
CIRCLE K TYPE F1 CURB
NTS



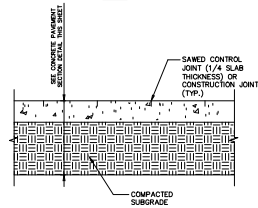

NOTES:
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL (2" MAX SIZE). UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGER ROCK, MUCK AND DEBRIS.
5. ALL WORK SHALL CONFORM TO STATE OF FLORIDA TRENCH SAFETY ACT.

* COMPACT TO 98%OF AASHTO T-180 MAXIMUM DRY DENSITY UNDER EXISTING AND PROPOSED PAVEMENT AREAS. COMPACT TO 95% ON ALL OTHER AREAS UNLESS OTHERWISE NOTED.

**TRENCH WITHOUT EXFILTRATION**
NOT TO SCALE



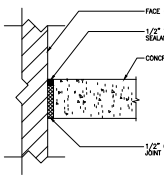

PLAN



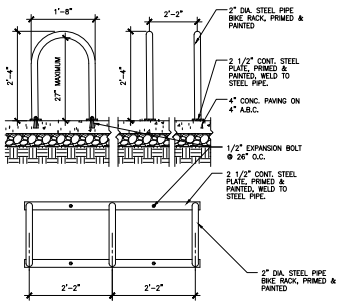

SECTION

NOTES:
1. LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SAWED AS INDICATED.
2. THE JOINT SEAL MANUFACTURER'S SPECIFICATIONS SHALL BE COMPATIBLE WITH THE JOINT CONFIGURATION. PROVIDE TYPICAL DETAILS FOR CONSTRUCTION AND EXPANSION JOINTS.
3. FOR ALL JOINTS THE BACKER ROD MATERIAL SHALL BE COMPATIBLE WITH THE COLD POURED SEALANT AND SLIGHTLY OVERSIZED TO PREVENT MOVEMENT DURING THE JOINT SEALANT OPERATION.
4. THE WIDTH OF ALL JOINTS SHALL BE CORRECTED FOR 68 DEGREE (F).
5. EXPANSION JOINTS SHALL BE USED AT ALL LOCATIONS WHERE PAVEMENT ABUTS A PERMANENT STRUCTURE.
6. DOWELS AND TIE BARS FOR CONSTRUCTION JOINTS SHALL BE CAST IN PLACE.

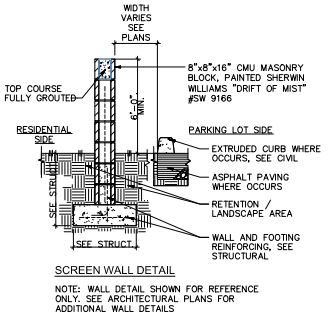
**CONCRETE JOINTING AND REINFORCING DETAIL**
NOT TO SCALE




**TYPICAL SLAB AT GRADE**
NOT TO SCALE

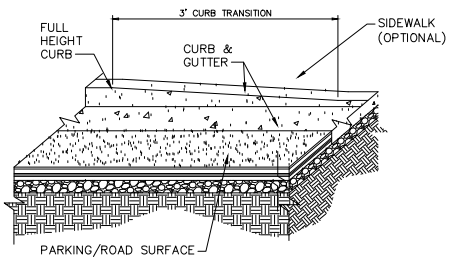



**BIKE RACK DETAIL**




**SCREEN WALL DETAIL**

NOTE: WALL DETAIL SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS FOR ADDITIONAL WALL DETAILS




**3' CURB TRANSITION DETAIL**
N.T.S.

Plotted By:brijerton, Kristi Sheet Set:CIRCLE K – NOVA & HAND Layout:C7.0 April 21, 2025 05:44:41pm K:\Veh_civil\149880169–circle k – nason & hand\CADD\CONSTRUCTION\Sheets\C7.0 – DETAILS.dwg
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LICENSED PROFESSIONAL ENGINEER JARED C. STUBBS, P.E. No. 69357 STATE OF FLORIDA
DATE: 04/21/2025

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| DATE | 04/21/2025 |
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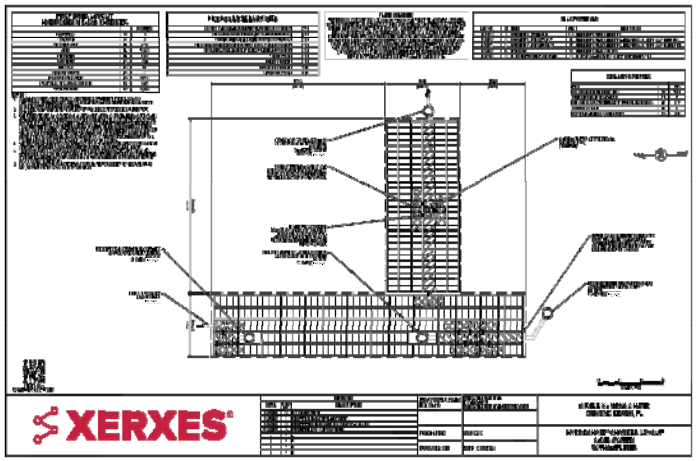
| DRAWN BY | KEH |
| CHECKED BY | JCS |

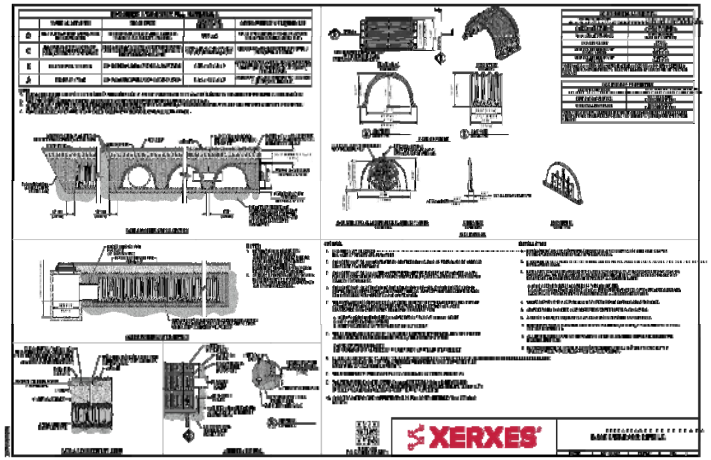
GENERAL DETAILS

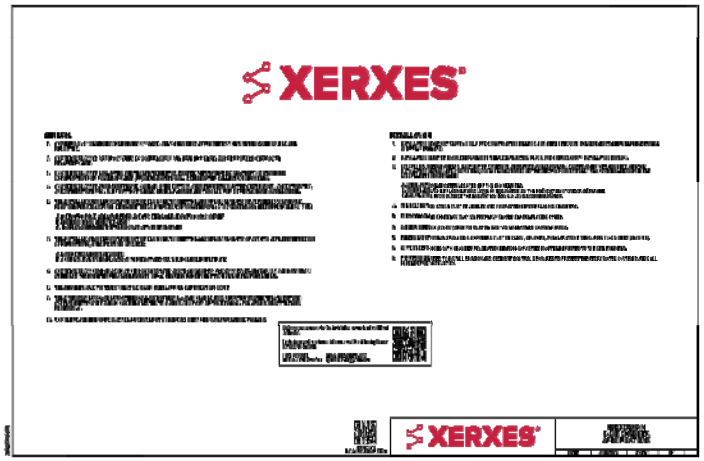
CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER C7.0

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LICENSED PROFESSIONAL
JAROD C STUBBS, PE
FL LICENSE NUMBER 89387
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# CHAMBER DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C7.1

Plotted By:Horton, Kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C7.1 April 21, 2025 05:44:59pm K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\PlanSheets\C7.0 – DETAILS.dwg
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## SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISON 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 MAINS 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 (ASSHTO-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 FEET, AND 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 18 INCHES ABOVE TOP OF PIPE 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<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1A<br>JUNE 2023 |
|---|---|---|

## 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 PVC WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT 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, SEWPERCOAT, 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 DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD 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.
24. ALL DUCTILE IRON VALVES AND FITTINGS SHALL HAVE PROTECTO 401 LINER OR APPROVED EQUAL
25. ALL DIRECT BURY FORCE MAINS SHALL BE AWWA C-900 PVC.
26. ALL DIRECTIONAL DRILL FORCE MAINS SHALL BE AWWA C-900 FUSIBLE PVC. HDPE IS ONLY ALLOWED TO BE USED UNDER SPECIAL CIRCUMSTANCES APPROVED BY UTILITIES ENGINEER OR UTILITIES MANAGER.
27. FORCE MAINS SHALL HAVE VALVES EVERY 1,000 LF.

| | STANDARD CONSTRUCTION DETAIL<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1B<br>JUNE 2023 |
|---|---|---|

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

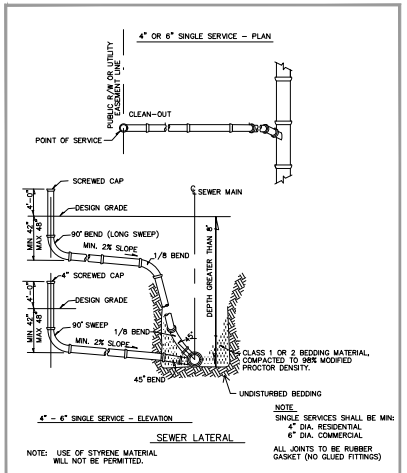
28. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
29. 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 STYRENE FITTINGS SHALL BE ALLOWED.
30. 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.
31. 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 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS .
32. 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.
33. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY WETWELL 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.
34. 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.
35. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLANKOFF/PLUG PLACED AT A POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE 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

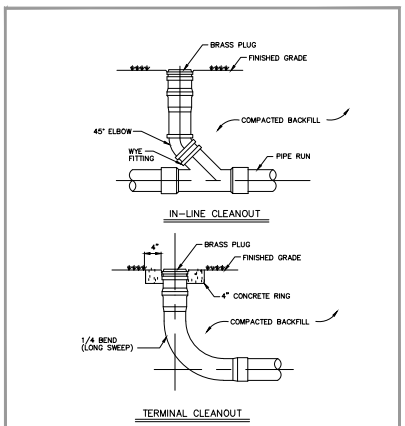
| DIAMETER | MATERIAL | STANDARD |
|---|---|---|
| 2" – 4" | PVC 1120 / SDR 21 | ASTM D 2241 |
| > 4" – 12" | PVC 1120 / CLASS 100 | AWWA C 900 |
| ( 14" – 36" ) ( 16" – 24" — DR – 18) ( 30" – 36" — DR – 21) | PVC 1120 | AWWA C 905 |
| ALL SIZES | HDPE (DIPS) DR 13.5 | ASTM F 714 |
| ALL SIZES | FUSIBLE PVC | AWWA C900 OR C905 |

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

| | STANDARD CONSTRUCTION DETAIL<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1C<br>JUNE 2023 |
|---|---|---|

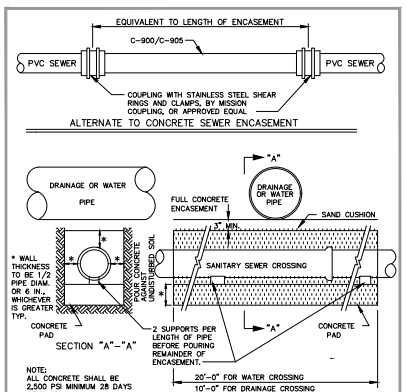



| | STANDARD CONSTRUCTION DETAIL<br>SEWER LATERAL DETAIL<br>NTS. | INDEX<br>S-6<br>JUNE 2023 |
|---|---|---|



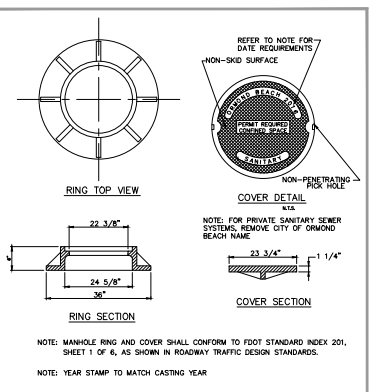

NOTE: CONCRETE COLLAR REQUIRED IN UNPAVED AREAS

| | STANDARD CONSTRUCTION DETAIL<br>CLEANOUT DETAIL<br>NTS. | INDEX<br>S-7<br>JUNE 2023 |
|---|---|---|




WATER MAIN SHALL BE LOCATED ABOVE ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD. USE ENCASEMENT WHERE VERTICAL CLEARANCE BETWEEN WATER MAIN AND SEWER IS LESS THAN 12 INCHES.

| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER CROSSING<br>NTS. | INDEX<br>S-8<br>JUNE 2023 |
|---|---|---|




NOTE: MANHOLE RING AND COVER SHALL CONFORM TO FDOT STANDARD INDEX 201, SHEET 1 OF 6, AS SHOWN IN ROADWAY TRAFFIC DESIGN STANDARDS.

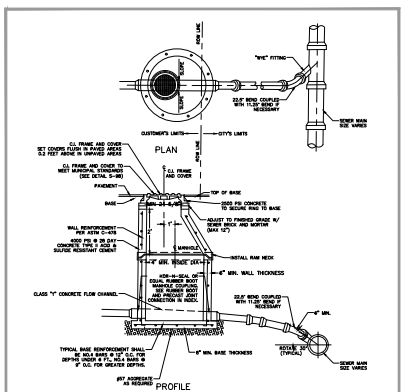
NOTE: YEAR STAMP TO MATCH CASTING YEAR

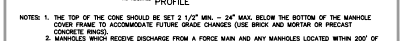
U. S. FOUNDRY 195E-ORS ("O" RING SEAL) OR APPROVED EQUAL

| COVER TYPE | LOAD RATING | COVER WEIGHT | TOTAL WEIGHT |
|---|---|---|---|
| BJ | HEAVY DUTY | 200 | 350 |

FOR MANHOLES IN FL. D.O.T. R/W OR AS DETERMINED BY THE CITY. THE COVER TYPE SHALL BE – BJ HEAVY DUTY 200 LBS W/ ORS.

| | STANDARD CONSTRUCTION DETAIL<br>MANHOLE RING AND COVER DETAIL<br>NTS. | INDEX<br>S-9B<br>JUNE 2023 |
|---|---|---|




NOTES:
1. THE TOP OF THE CONE SHOULD BE SET 2 1/2" MIN. – 24" MAX. BELOW THE BOTTOM OF THE MANHOLE COVER FRAME TO ACCOMMODATE FUTURE GRADE CHANGES (USE BRICK AND MORTAR OR PRECAST CONCRETE RINGS).
2. MANHOLES WHICH RECEIVE DISCHARGE FROM A FORCE MAIN AND ANY MANHOLES LOCATED WITHIN 200' OF A LIFT STATION OR ANY MANHOLES OUTSIDE OF THE RIGHT-OF-WAY. A SULFIDE CORROSION-RESISTANT MATERIAL SHALL BE USED AS LINER FOR THOSE MANHOLES THAT MEET THE CONDITIONS STATED ABOVE. THE LINER SHALL BE EITHER FIBERGLASS OR PVC OR AS APPROVED BY THE CITY ENGINEER.
3. NO "DOGHOUSE" TYPE MANHOLES ARE ALLOWED.
4. SAMPLING MANHOLE TO BE INSTALLED AT ALL NEW COMMERCIAL PROPERTY AT CITY'S POINT OF SERVICE.

| | STANDARD CONSTRUCTION DETAIL<br>COMMERCIAL TRAFFIC BEARING SAMPLING MANHOLE DETAIL<br>NTS | INDEX<br>S-12A<br>JUNE 2023 |
|---|---|---|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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

# CITY OF ORMOND BEACH DETAILS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
C8.0


Plotted By:brian.kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C8.0 April 21, 2025 05:49:56pm K:\Ids_obr\149880169–circle k – nova & hand\CADD\CONST\plansheets\C8.0 – CITY OF ORMOND BEACH DETAILS.dwg
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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 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 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE 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. 2" OR SMALLER VALVES SHALL BE BRASS BALL VALVES.

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 CONNECTION SHOULD 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 CLEARED 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 THE HEALTH DEPARTMENT, AND THAT CERTIFIED AS–BUILT DRAWINGS (24"x36") 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 REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
22. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C–550

STANDARD CONSTRUCTION DETAIL
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JUNE 2023

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 1300 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 COMDEV@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 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.

| MATERIALS | |
|---|---|
| DIAMETER | MATERIAL / STANDARD |
| 1" – 2" | BLUE JACKET CROSSLINK POLYETHYLENE TUBING (CTS 200) / ASTM D 2737 |
| 4" – 12" | PVC DR-18 / AWWA C 900 |
| 4" – 12" DEDICATED FIRE LINE | PVC DR-14 / AWWA C 900 |
| 16" – 24" — DR - 18<br>30" – 36" — DR - 25 | PVC 1120 / AWWA C 905 |
| ALL SIZES | HDPE DIPS DR 11 / ASTM F 714 |

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAIN, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES
WATER SYSTEM CONSTRUCTION
INDEX W-1C
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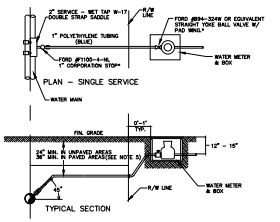
| VALVE SCHEDULE FORD OR EQUIVALENT | |
|---|---|
| WATER SERVICES | |
| VALVES AT MAIN | |
| 1" | F1100–4–NL |
| 2" (REQ. C84–77 PACK JOINT COUPLING) | B81–777–NL |
| VALVES AT METER | |
| 1"x3/4" | B94–324W–NL |
| 1–1/2"–2" | BF43–777W–NL |
| 1"x1" | B94–344W–NL |
| * NO HALF SIZE TAPS PERMITTED | |

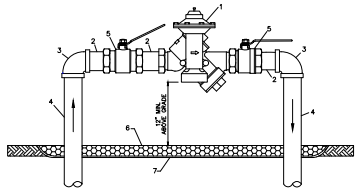



NOTES:

1. CUSTOMER POINT OF SERVICE IS TYPICALLY AT THE LOCATION WHERE CUSTOMER PLUMBING IS ATTACHED TO THE YOKE ADAPTER.
2. HDPE SHALL BE 200 PSI, NSF APPROVED, SDR 9, MEETING ASTM D1248. TUBING SHALL BE ENDOT ENDOTRACE (OR APPROVED EQUAL).
3. REDUCED PRESSURE BACKFLOW PREVENTERS ARE REQUIRED FOR ALL COMMERCIAL SERVICES AND SHALL BE INSTALLED BY A CERTIFIED TECHNICIAN AT OWNERS EXPENSE
4. ALL SERVICE TAPS SHALL BE NO CLOSER THAN 2'–0" STAGGERED INTERVAL OR WITHIN 2'–0" OF BELL OR SPIGOT ENDS.
5. IN AREAS TO BE PAVED PROVIDE A 2" MIN. PVC SCHEDULE 40 CASING FOR PE–TUBING. CASING SHALL EXTEND A MIN. OF 2' BEHIND BACK OF CURB AT EACH SIDE OF ROAD. 2" CASING FOR 1". 4" CASING FOR 2".
6. ALL IRRIGATION SERVICES (WATER) MUST HAVE AN APPROVED BACKFLOW PREVENTION DEVICE INSTALLED ON CUSTOMERS SIDE OF WATER METER. SEE W–6D FOR COMMERCIAL PROPERTIES OR SEE W–6F FOR RESIDENTIAL PROPERTIES. THE CITY WILL INSTALL ALL CITY–OWNED IRRIGATION BACKFLOW PREVENTERS. THE CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND CERTIFICATION COST. A COPY OF THE CERTIFICATION MUST BE SENT TO THE CITY OF ORMOND BEACH ENGINEERING DEPARTMENT, PRIOR TO FINAL INSPECTION.
7. WATER METERS INSTALLED IN AREAS SERVED BY RECLAIMED WATER SHALL BE EQUIPPED WITH A DUAL CHECK BACKFLOW PREVENTER.
8. WATER METERS IN AREA SERVED WITH AN ALTERNATE IRRIGATION SUPPLY SHALL BE EQUIPPED WITH BACKFLOW PREVENTION TO BE APPROVED FOR USE BY FDEP.

STANDARD CONSTRUCTION DETAIL
WATER LATERAL SERVICE
5/8", 3/4", 1", 1–1/2", 2" METERS
NTS
INDEX W–3
JUNE 2023

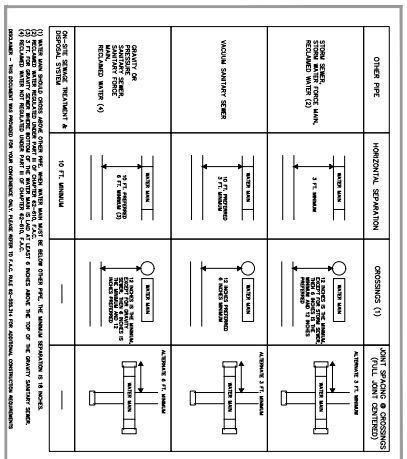
ACCEPTABLE MANUFACTURERS:
WILKINS MODEL 975XL, WATTS MODEL 009 QTS, APOLLO MODEL RPLF4A




| MATERIALS | | |
|---|---|---|
| ITEM | QUANT. | DESCRIPTION |
| 1 | 1 | 3/4", 1", 1–1/2" OR 2" BACKFLOW PREVENTER ASSEMBLY |
| 2 | 3 | 3/4", 1", 1–1/2" OR 2" x NOM. NIPPLES – BRASS |
| 3 | 2 | 3/4", 1", 1–1/2" OR 2" x 90° ELBOWS – PVC., BRASS, OR COPPER |
| 4 | 2 | 3/4", 1", 1–1/2" OR 2" x VARIES RISER – PVC., BRASS, OR COPPER |
| 5 | 2 | 3/4", 1", 1–1/2" OR 2" BALL VALVE |
| 6 | * | PEA GRAVEL |
| 7 | * | PLASTIC LINER |

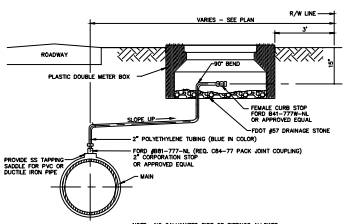
NOTE:
–FIELD ADJUST AND CUT ITEM 4 TO THE PROPER LENGTH.
–NO GALVANIZED FITTINGS OR PIPE ALLOWED.
–A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S ENGINEERING DEPARTMENT BEFORE FINAL INSPECTION.
–ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.
–ASSEMBLY SHALL BE PAINTED FOREST GREEN
–WILKINS ASSEMBLIES ARE REQUIRED FOR CITY OWNED FACILITIES

STANDARD CONSTRUCTION DETAIL
REDUCED PRESSURE BACKFLOW PREVENTER (POTABLE WATER & COMMERCIAL PROPERTY IRRIGATION) – 3/4", 1", 1 1/2", OR 2"
NTS
INDEX W–6D
JUNE 2023




NOTES:
(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES
(2) RECLAIMED WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WHEN WITHIN 10 FEET OF POTABLE WATER MAIN OR WHEN WATER MAIN IS LOCATED IN ACCORDANCE WITH PART II OF CHAPTER 62–610, F.A.C.
DISINFECTION, FLUSHING AND POWER TO THAT DISTRIBUTION MAIN, PLEASE REFER TO F.A.C. RULE 62–555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS.

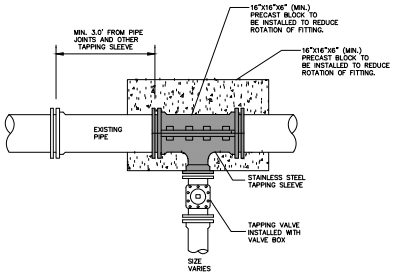
STANDARD CONSTRUCTION DETAIL
WATER MAIN SEPARATION
NTS
INDEX W–9A
JUNE 2023




NOTE– NO GALVANIZED PIPE OR FITTINGS ALLOWED.

1. FEMALE CURB STOP SHALL BE FORD BB1–777–NL OR APPROVED EQUAL

STANDARD CONSTRUCTION DETAIL
BLOW–OFF ASSEMBLY WITH METER BOX
NTS.
INDEX W–11
JUNE 2023




NOTES:

1. STAINLESS STEEL SLEEVES ONLY WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
2. INSTALL REQUIRED RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCK BE PERMITTED.
3. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR UNDER SUPERVISION OF A CITY REPRESENTATIVE. ALL MATERIALS TO BE PROVIDED BY DEVELOPER / CONTRACTOR
4. ALL VALVES 3" OR LARGER SHALL BE GATE VALVES WITH 2" OPERATING NUTS. ALL VALVES 2" AND SMALLER SHOULD BE 1/4 TURN OPEN LEFT BRASS BALL VALVES. (FORD PART B61–777W–NO)
5. PRESSURE TEST SHALL BE PERFORMED ON TAPPING VALVE AND SLEEVE.

STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
NTS
INDEX W–17
JUNE 2023


Kimley»Horn
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WWW.KIMLEY–HORN.COM REGISTRY No. 35106


| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

CITY OF ORMOND BEACH DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C8.1


Rolled Rylander, Kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C8.1 April 21, 2025 05:45:18pm K:\Vab_ofc\Active\149880169–circle k – nova & hand\CADD\CONST\plotsheets\C8.0 – CITY OF ORMOND BEACH DETAILS.dwg
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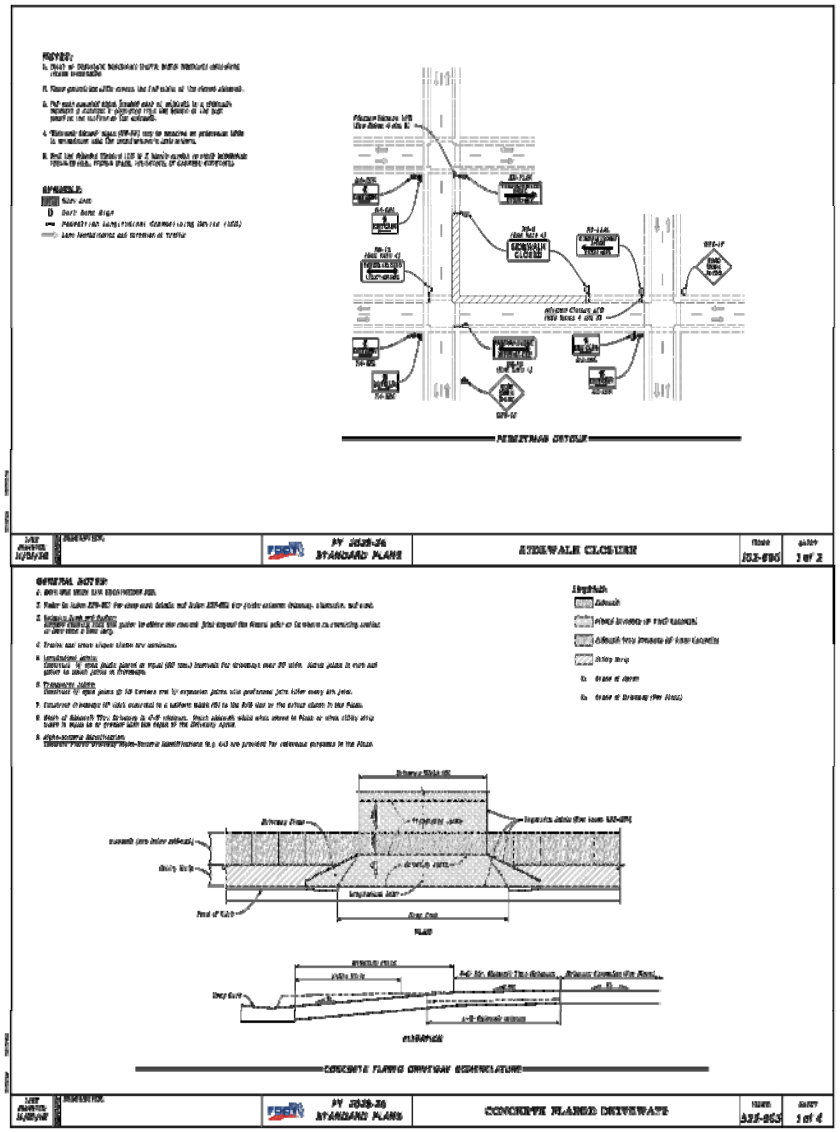


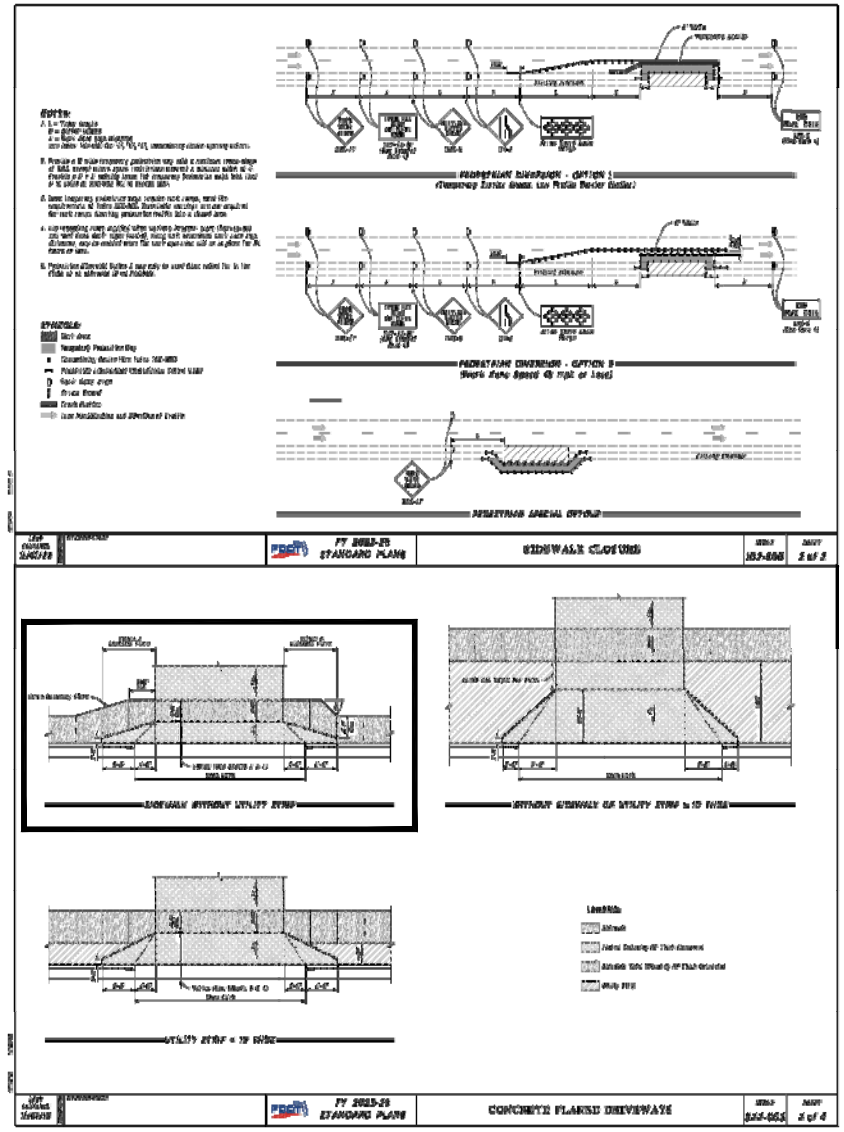


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LICENSED PROFESSIONAL

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

# FDOT MOT & DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C9.0

Plotted By:Horton, Kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C9.0 April 21, 2025 05:45:32pm K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\plansheets\C9.0 – FDOT MOT & DETAILS.dwg
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**The Applicant is requesting a conditional use for a Type "C" convenience food store, to allow a gas station and convenience store on the subject property (the "Property"), which is located in the B-8 "Commercial" zoning district. Below please find a narrative identifying the relevant criteria set forth in the Land Development Code (LDC) for approval of a conditional use of this type, and how the subject property complies with the same:**

The intent of this article is to ensure that conditional uses and special exceptions as designated in article II of this chapter shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. Therefore, the city's purpose is to establish and enforce review criteria and standards to ensure that proposed development of conditional uses and special exceptions:

(1) Is compatible with the character of the surrounding area;

*The proposed conditional use is compatible with the character of the surrounding area as it is consistent with the intended purpose of the B-8 zoning classification, which is designed to provide for general commercial activities on properties that abut arterial roads. Unlike more intensive or industrial uses, the proposed gas station and convenience store are consistent with the lighter, community-serving commercial activities envisioned for B-8 district. The Property abuts B-8-zoned property to the north, with additional B-8-zoned properties situated to the south across Hand Avenue, collectively reinforcing an established pattern of commercial uses in the immediate area. With frontage along Nova Road to the west and Hand Avenue to the south, the site is ideally positioned for a Type C use that serves both the local community and pass-through traffic. Additionally, the proposed use supports the adjacent residential properties to the east by offering convenient access to an essential service, enhancing the overall functionality of the neighborhood.*

(2) Has sufficient land area to accommodate the proposed type of use, including its scale, mass, density and/or intensity, as well as requisite project amenities, infrastructure, parking and internal vehicular and pedestrian circulation;

*The Property encompasses 1.88 +/- acres, making it well-suited to support the proposed 5,200 square foot convenience store with six multiple-product dispensers. The concept plan provides 33 vehicular parking spaces and two bicycle parking spaces on the northern portion of the Property, ensuring sufficient capacity to meet the needs of the proposed use while reflecting thoughtful consideration for multimodal transportation and customer convenience. The site design includes ingress and egress from both Nova Road and Hand Avenue, enhancing overall accessibility and traffic flow while minimizing congestion by distributing traffic between two roadways. Furthermore, the internal layout is designed to facilitate smooth vehicular and pedestrian circulation, enhancing both functionality and safety throughout the site.*

(3) Provides adequate screening and buffering; and

*The proposed use provides adequate screening and buffering through the incorporation of landscape buffers that fully comply with the requirements of the B-8 zoning district. The*

*site design includes a 20-foot buffer along the west side of the Property, a 6-foot buffer to the north, a 10-foot buffer to the south, and a 30-foot buffer on the east side, which abuts the adjacent residential properties.*

(4) Avoids or successfully mitigates nuisance and other adverse impacts.

*The proposed use effectively avoids or mitigates nuisances and other adverse impacts through a carefully considered site design that incorporates measures to minimize disruptions to the surrounding area. Landscape buffers, including a 30-foot buffer along the eastern boundary adjacent to residential properties, provide effective screening and noise reduction. The dual access points on Nova Road and Hand Avenue facilitate efficient traffic flow, reducing congestion and potential impacts on surrounding roadways. Additionally, the proposed design meets all applicable zoning requirements for setbacks and parking, further ensuring compatibility with the area and minimizing any adverse effects on nearby properties.*

(20) *Convenience food store, type C.* All the requirements for convenience stores, type A and B shall apply, in addition to the following:

a. The minimum lot area shall be at least one and one-quarter (1¼) acres.

*The Property is 1.88 +/- acres, exceeding the minimum lot area requirement.*

b. All pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District as amended.

*The Property is not located within the Greenbelt Overlay District; however, the proposed pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District.*

c. Traffic circulation shall be designed so as to separate convenience store traffic from gasoline sales traffic and drive-through traffic.

*Access from Hand Avenue on the south side of the Property leads directly to the proposed fueling stations, allowing vehicles to efficiently enter and exit the fueling area without interfering with other site activities. The entrance from Nova Road on the west side of the Property provides direct access to the convenience store, which is located on the northern portion of the site. This proposed site design ensures effective traffic circulation by strategically separating convenience store traffic from gasoline sales traffic.*

d. The principal structure housing all uses on the site shall be a minimum of two thousand (2,000) square feet in area.

*The Property encompasses 80,642 square feet and features a single proposed building, a 5,200-square-foot convenience store.*

(18) *Convenience food store, type A.*

a. Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.

*While the proposed site is intended to operate 24/7, the site design incorporates significant measures to minimize potential disturbances, including a 30-foot landscape buffer along the eastern boundary of the Property, which abuts a residential area. This buffer provides substantial screening and helps mitigate noise, light, and other operational impacts. Additionally, the proposed convenience store is situated along the northern property line, while the fueling stations are positioned at least 70 feet from the eastern property line, ensuring significant separation from the residential area.*

b. Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.

*A 30-foot landscape buffer is incorporated along the eastern boundary of the Property, the only portion of the site directly abutting residential zoning. This buffer provides substantial separation and effective screening in full compliance with the applicable buffering requirements outlined in the LDC.*

c. If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et seq.), as amended from time to time.

*The proposed convenience store shall comply with all applicable provisions of the Convenience Business Security Act.*

d. Shall be located at the intersection of two (2) public rights-of-way; this provision may be waived by the city commission, subject to the applicant demonstrating that the site will not have detrimental impacts to the traffic flow on the adjacent street.

*The Property is located on the northeast corner of the Hand Avenue and Nova Road intersection.*

(19) *Convenience food store, type B*. All the requirements for convenience stores, type A shall apply in addition to the following:

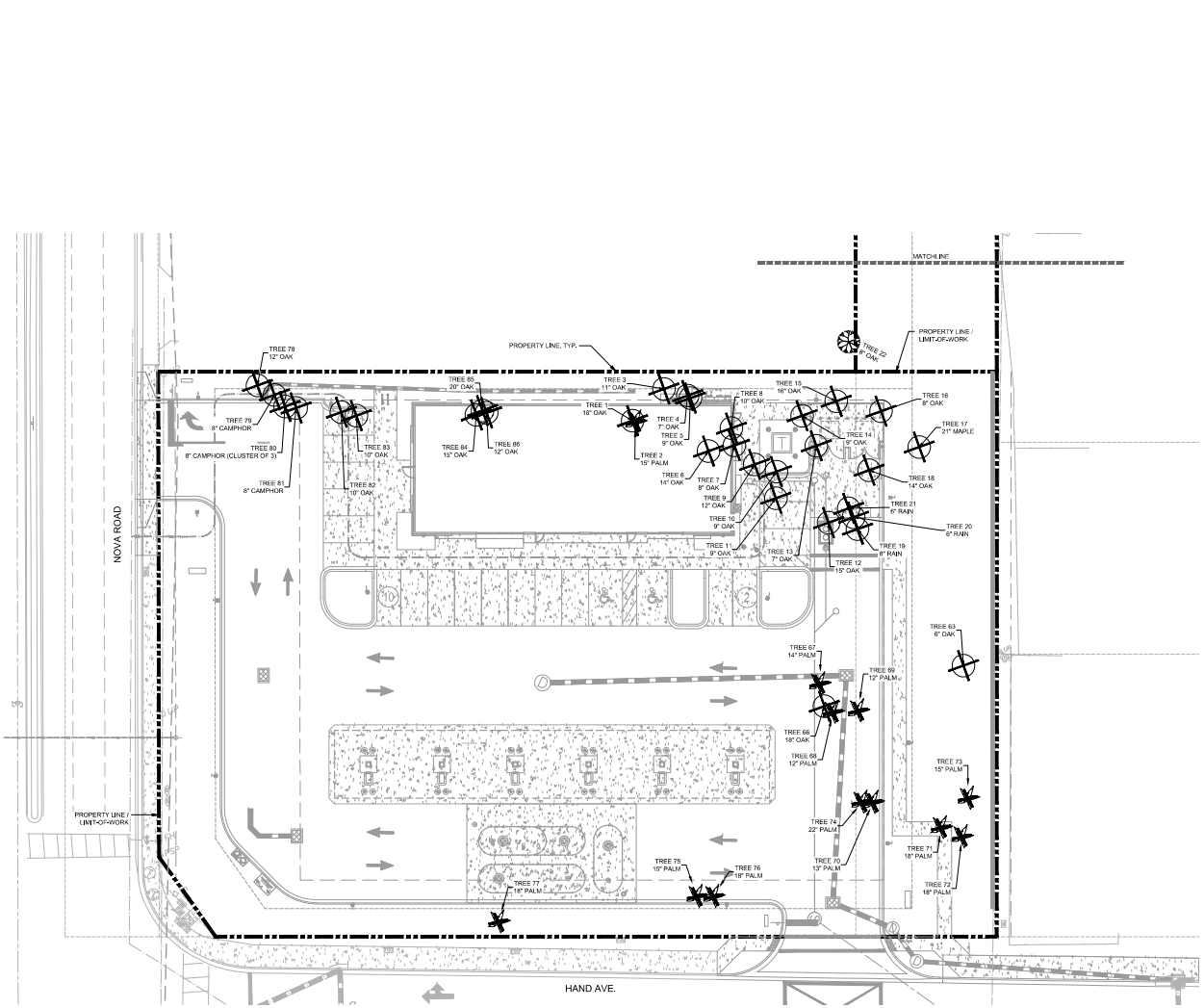
a. Traffic circulation shall be designed so as to provide safe ingress and egress.

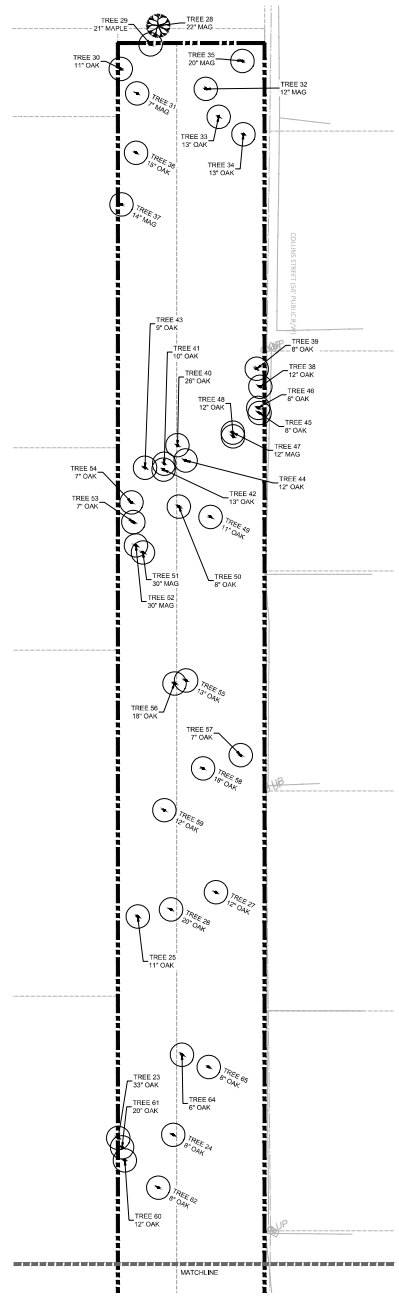
*The proposed site design ensures safe ingress and egress by incorporating two access points strategically located on Nova Road and Hand Avenue. This dual-*

*access configuration distributes traffic flow, minimizes congestion at any single-entry point, and allows for safe and efficient vehicular movement to and from the site.*

b. The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store use and the gasoline pump area.

*Traffic accessing the convenience store is directed toward the northern portion of the Property via the entrance on Nova Road, where dedicated parking spaces are located for customers. Traffic accessing the gasoline pump area is routed toward the southern portion of the Property through the entrance on Hand Avenue, allowing vehicles to efficiently enter and exit the fueling stations without interfering with the convenience store's parking or pedestrian areas. This layout minimizes traffic conflicts and enhances safety and functionality throughout the site.*




NOTE:
- SEE SHEET L0.51 FOR TREE INVENTORY CHART AND CALCULATIONS.

TREE MITIGATION LEGEND:

- TREE TO REMAIN
- TREE TO BE REMOVED
- PALM TO BE REMOVED
- OFF-SITE TREE

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

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DATE: 4/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

# TREE MITIGATION PLAN

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
L0.50

Plotted By:Galaz, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L0.50 April 21, 2025 04:04:10pm K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\plansheets\L0.50 – TREE MITIGATION PLAN.dwg
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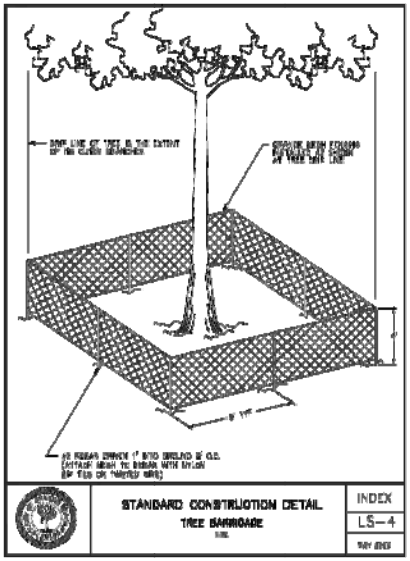
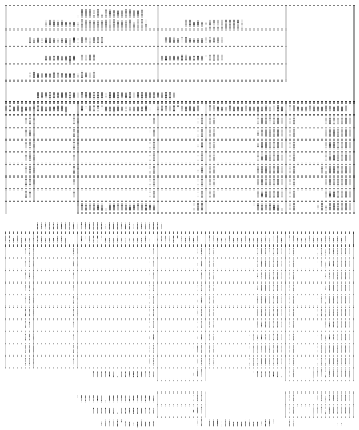
CITY STANDARD TREE BARRICADE DETAIL



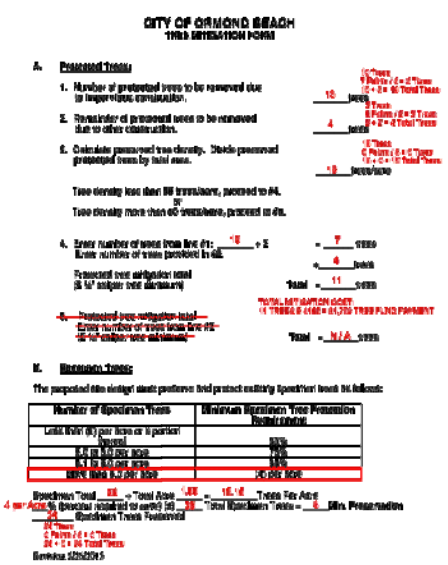

TREE MITIGATION CHART: TREE INVENTORY

| TREE NUMBER | SPECIES | DBH (INCHES) | TREE MITIGATION CLASSIFICATION | STATUS | PROTECTED TREE LOCATION ON-SITE |
|---|---|---|---|---|---|
| 1 | OAK | 18 | SPECIMEN | REMOVED | |
| 2 | PALM | 15 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 3 | OAK | 11 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 4 | OAK | 7 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 5 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 6 | OAK | 14 | SPECIMEN | REMOVED | |
| 7 | OAK | 8 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 8 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 9 | OAK | 12 | SPECIMEN | REMOVED | |
| 10 | OAK | 9 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 11 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 12 | OAK | 15 | SPECIMEN | REMOVED | |
| 13 | OAK | 7 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 14 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 15 | OAK | 16 | SPECIMEN | REMOVED | |
| 16 | OAK | 8 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 17 | MAPLE | 21 | SPECIMEN | REMOVED | |
| 18 | OAK | 14 | SPECIMEN | REMOVED | |
| 19 | RAIN TREE | 8 | INVASIVE | REMOVED | |
| 20 | RAIN TREE | 6 | INVASIVE | REMOVED | |
| 21 | RAIN TREE | 6 | INVASIVE | REMOVED | |
| 22 | OAK | 8 | OFF-SITE | EXCLUDED | |
| 23 | OAK | 33 | SPECIMEN | REMAIN | |
| 24 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 25 | OAK | 11 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 26 | OAK | 20 | SPECIMEN | REMAIN | |
| 27 | OAK | 12 | SPECIMEN | REMAIN | |
| 28 | MAGNOLIA | 22 | OFF-SITE | EXCLUDED | |
| 29 | MAPLE | 21 | SPECIMEN | REMAIN | |
| 30 | OAK | 11 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 31 | MAGNOLIA | 7 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 32 | MAGNOLIA | 12 | SPECIMEN | REMAIN | |
| 33 | OAK | 13 | SPECIMEN | REMAIN | |
| 34 | OAK | 13 | SPECIMEN | REMAIN | |
| 35 | MAGNOLIA | 20 | SPECIMEN | REMAIN | |
| 36 | OAK | 15 | SPECIMEN | REMAIN | |
| 37 | MAGNOLIA | 14 | SPECIMEN | REMAIN | |
| 38 | OAK | 12 | SPECIMEN | REMAIN | |
| 39 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 40 | OAK | 26 | SPECIMEN | REMAIN | |
| 41 | OAK | 10 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 42 | OAK | 13 | SPECIMEN | REMAIN | |
| 43 | OAK | 9 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 44 | OAK | 12 | SPECIMEN | REMAIN | |
| 45 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 46 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 47 | MAGNOLIA | 12 | SPECIMEN | REMAIN | |
| 48 | OAK | 12 | SPECIMEN | REMAIN | |
| 49 | OAK | 11 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 50 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 51 | MAGNOLIA | 30 | SPECIMEN | REMAIN | |
| 52 | MAGNOLIA | 30 | SPECIMEN | REMAIN | |
| 53 | OAK | 7 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 54 | OAK | 7 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 55 | OAK | 13 | SPECIMEN | REMAIN | |
| 56 | OAK | 18 | SPECIMEN | REMAIN | |
| 57 | OAK | 7 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 58 | OAK | 18 | SPECIMEN | REMAIN | |
| 59 | OAK | 12 | SPECIMEN | REMAIN | |
| 60 | OAK | 12 | SPECIMEN | REMAIN | |
| 61 | OAK | 20 | SPECIMEN | REMAIN | |
| 62 | OAK | 6 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 63 | OAK | 6 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 64 | OAK | 6 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 65 | OAK | 8 | PROTECTED | REMAIN | PERIPH.O.S.AREA |
| 66 | OAK | 18 | SPECIMEN | REMOVED | |
| 67 | PALM | 14 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 68 | PALM | 12 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 69 | PALM | 12 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 70 | PALM | 13 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 71 | PALM | 18 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 72 | PALM | 18 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 73 | PALM | 15 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 74 | PALM | 22 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 75 | PALM | 15 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 76 | PALM | 18 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 77 | PALM | 18 | PROTECTED | REMOVED | PERIPH.O.S.AREA |
| 78 | OAK | 12 | SPECIMEN | REMOVED | |
| 79 | CAMPHOR | 8 | INVASIVE | REMOVED | |
| 80 | CAMPHOR CLUSTER OF 3 | 8 | INVASIVE | REMOVED | |
| 81 | CAMPHOR | 8 | INVASIVE | REMOVED | |
| 82 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 83 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 84 | OAK | 15 | SPECIMEN | REMOVED | |
| 85 | OAK | 20 | SPECIMEN | REMOVED | |
| 86 | OAK | 12 | SPECIMEN | REMOVED | |

TREE MITIGATION CALCULATIONS: SPECIMEN TREES



TREE MITIGATION CALCULATIONS: PROTECTED TREES

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# TREE MITIGATION CALCULATIONS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L0.51

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L0.51 April 21, 2025 04:04:11pm K:\Jax_civil\149880169-circle k - nova & hand\CADD\CONST\plansheets\L0.50 - TREE MITIGATION PLAN.dwg
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## TREE MITIGATION SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE, TREE PROTECTION (LATEST EDITION), WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
3. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE.
4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
9. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW:
    a. TREE PROTECTION FENCING.
    b. ROOT PRUNING AND ROOT BARRIERS.
    c. CLEARING.
    d. TREE CANOPY PRUNING.
    e. FERTILIZATION.
    f. INSECTICIDE.
    g. IRRIGATION.

B. TREE PROTECTION FENCING

1. PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
2. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
3. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY.
5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE.
7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
9. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE.
10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST.
11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.
14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS.
15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.

C. ROOT PRUNING/TRENCHING

1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
2. TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPM'S IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS REQUIRED.
3. INSTALL ROOT BARRIER WHERE DESIGNATED, SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
6. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

D. CLEARING

1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED EQUIPMENT.
2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.

E. TREE CANOPY PRUNING

1. TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.
2. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
3. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).
4. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
5. WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
6. PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD, PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S 'BEST MANAGEMENT PRACTICES: TREE PRUNING'.
7. WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE CLEARANCE ZONE.
8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
    a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT PRESENT.
    b. REMOVE STUBS. CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
    c. CLEANING. FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
    d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
    e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
    f. ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE FINISHED GRADE.
    g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED GRADE.
9. TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
    a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
    b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
    c. REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
    d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
10. PROPOSED/REPLACEMENT TREES
    a. PRUNING SHALL BE LIMITED TO CLEANING.
11. BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

F. FERTILIZATION

1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
3. ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE SHALL BE TREATED.
4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
    a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
    b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE. INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT PRUNING LOCATIONS.
    e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
    f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.

G. INSECTICIDE

7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
9. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
10. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

H. IRRIGATION

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS, CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

I. TREE REMOVALS

1. PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.
2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS INSTALLED.
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP REMOVED BY CONTRACTOR.
4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

L. TOPSOIL

10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
12. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.

M. REPAIR OF DAMAGED TREES

1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
2. IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

1 L0.52 TYPICAL TREE MITIGATION NOTES

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L0.52 April 21, 2025 04:04:13pm K:\deb_civil\149880169-circle k -nova & hand\CADD\CONST\plansheets\L0.50 – TREE MITIGATION PLAN.dwg
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DATE: 4/21/2025

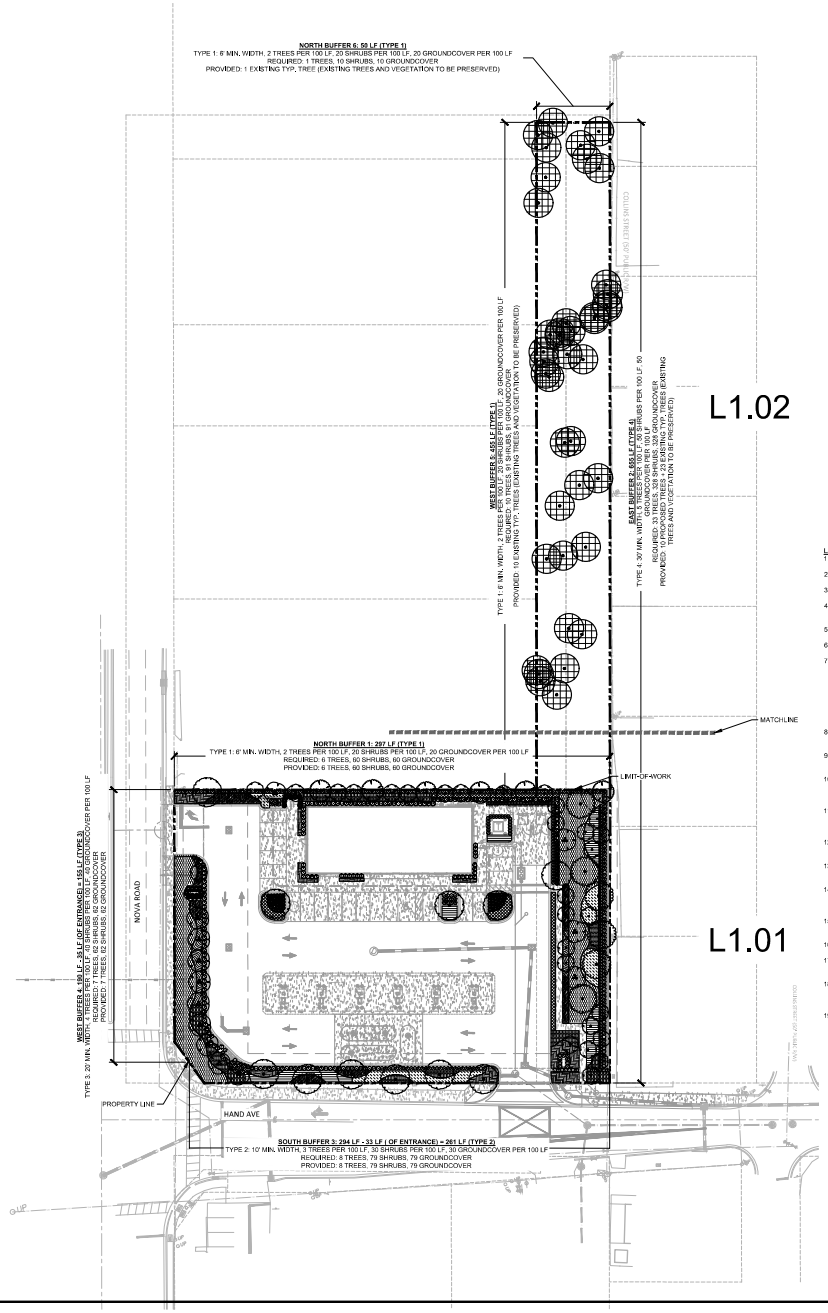
KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

# TREE MITIGATION NOTES & DETAILS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L0.52




## LANDSCAPE CALCULATIONS

*PER "ORMOND BEACH" LAND DEVELOPMENT CODE*

| | REQUIRED | PROVIDED |
|---|---|---|
| **TREE RATIOS**<br>1 TREE PER 1,000 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA | TOTAL LOT AREA: 81,632 SF<br>81,632 SF / 1,500 SF = 55 TREES<br><br>OR<br><br>TOTAL LANDSCAPE AREA: 42,238 SF<br>42,238 SF / 400 SF = 106 TREES | 31 BUFFER TREES<br>41 EXISTING TREES TO REMAIN<br>2 SIGNAGE TREES<br>5 PARKING ISLAND TREES<br>27 ADDITIONAL TREES<br>106 TOTAL TREES |
| **NATIVE TREE RATIOS**<br>50% OF REQUIRED TREES TO BE NATIVE | TOTAL TREES: 106<br><br>106 TREES X .5 = 53 TREES MIN SHALL BE NATIVE | 93 NATIVE TREES PROVIDED<br><br>(88%) |
| **FOUNDATION PLANTING**<br>MINIMUM 5' WIDE LANDSCAPED AREA<br>LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY<br><br>*SECTION 3-06(C)(7)* | MIN. 5' WIDTH LANDSCAPE AREA<br>LANDSCAPE AREA, PRIMARILY SHRUBBERY | SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS) |
| **LANDSCAPE BUFFER REQUIREMENTS:**<br>**TYPE 1 BUFFER**: 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF<br>**TYPE 2 BUFFER**: 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF<br>**TYPE 3 BUFFER**: 20' MIN. WIDTH, 4 TREES PER 100 LF, 40 SHRUBS PER 100 LF, 40 GROUNDCOVER PER 100 LF<br>**TYPE 4 BUFFER**: 30' MIN. WIDTH, 5 TREES PER 100 LF, 50 SHRUBS PER 100 LF, 50 GROUNDCOVER PER 100 LF<br><br>*SECTION 3-06(D)* | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>53 TREES, 328 SHRUBS, 328 GROUNDCOVER<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 TREES, 91 SHRUBS, 91 GROUNDCOVER<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 TREES, 10 SHRUBS, 10 GROUNDCOVER | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>10 PROPOSED TREES + 21 EXISTING TYP. TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 EXISTING TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 EXISTING TREE (EXISTING TREES AND VEGETATION TO BE PRESERVED) |
| **SIGN LANDSCAPING AREA:**<br>SIGN LANDSCAPE PLANTING AREA SHALL EQUAL 2 TIMES THE OUTSIDE DIMENSIONS OF THE SIGN FACE<br>1 SHRUB PER EVERY 15 SF OF SIGN AREA<br>1 GROUNDCOVER PER EVERY 4 SF OF LANDSCAPE AREA<br>1 TREE OR 3 PALMS PROVIDED PER 300 SF OF LANDSCAPE AREA<br><br>*SECTION 3-09(C)(19)* | **SIGN 1: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 SF / 15 = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE<br><br>**SIGN 2: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 LF / 15 SF = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE | **SIGN 1: 27 LF**<br>622 SF LANDSCAPE AREA, 16 SHRUBS<br>66 GROUNDCOVER, 1 NATIVE TREE<br><br>**SIGN 2: 27 LF**<br>720 SF LANDSCAPE AREA, 10 SHRUBS<br>74 GROUNDCOVER, 1 NATIVE TREE |
| **VUA LANDSCAPING REQUIREMENT:**<br>INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA<br><br>MIN. 1 HARDWOOD TREE AT 3.5" CAL<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES<br><br>*SECTION 3-05(C)(6)* | SITE VUA: 32,662 SF<br>32,662 SF X 10% = 3,266 SF VUA LANDSCAPE AREA REQUIRED<br><br>1 TREE PER ISLAND X 5 ISLANDS = 5 HARDWOOD TREES REQUIRED<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES | 3,266 SF VUA LANDSCAPE<br><br>5 HARDWOOD TREES<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS FROM TREES |

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REPAIR AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

**LANDSCAPE NOTES:**

ALL EXISTING R.O.W. AND EXISTING LANDSCAPE DISTURBED BY CONSTRUCTION TO BE RESODDED OR OTHERWISE RESTORED

*PER SECTION 3-06(C)(12)*

ALL PLANTING AREAS TO BE MULCHED AT 3" DEPTH

*PER SECTION 3-05(C)(14)*

LANDSCAPE DESIGN STANDARD:
MIN. 20% SITE TO BE USED FOR LANDSCAPING AREA
MIN. VARIETY OF 3 LIVING PLANT MATERIALS THROUGHOUT SITE

*SECTION 3-06(C)(1), (11)*

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | CAL | SIZE | NATIV |
|---|---|---|---|---|---|---|---|---|
| TREES | | | | | | | | |
| | IC | 29 | DAHOON HOLLY<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | ILEX CASSINE | FG | 2.5" CAL MIN | 10' HT., 4' SPR | NATIVE |
| | LG | 13 | TUSKEGEE CRAPE MYRTLE<br>MULTI-TRUNK, 5 TRUNK MIN. | LAGERSTROEMIA INDICA 'TUSKEGEE' | FG | 6" CAL. TOT. | 10' HT., 4' SPR | NON-NATIVE |
| | MG | 6 | SOUTHERN MAGNOLIA<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | MAGNOLIA GRANDIFLORA | FG | 3" CAL MIN | 12' HT., 5' SPR | NATIVE |
| | ML | 6 | LITTLE GEM DWARF SOUTHERN MAGNOLIA<br>STRAIGHT, SINGLE LEADER, FULL TO BASE, FL #1 | MAGNOLIA GRANDIFLORA 'LITTLE GEM' | FG | 2.5" CAL MIN | 10' HT., 4' SPR | NATIVE |
| | QV | 11 | SOUTHERN LIVE OAK<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | QUERCUS VIRGINIANA | FG | 3" CAL MIN | 12' HT., 6' SPR | NATIVE |
| EXISTING | | | | | | | | |
| | XX | 41 | EXISTING TREE<br>EXISTING TO REMAIN | EXISTING TREE | FG | EXISTING | EXISTING | |

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | SPACING | NATIVE |
|---|---|---|---|---|---|---|---|---|
| SHRUBS | | | | | | | | |
| | HF | 18 | FIREBUSH<br>FULL | HAMELIA PATENS | 3 GAL | 18" HT | 36" OC | |
| | IN | 282 | DWARF YAUPON HOLLY<br>FULL | ILEX VOMITORIA 'NANA' | 3 GAL | 12" HT | 30" OC | |
| | IW | 76 | RED DWARF IXORA<br>FULL | IXORA TAIWANENSIS 'RED DWARF' | 3 GAL | 12" HT | 24" OC | |
| | MO | 181 | SIMPSON'S STOPPER<br>FULL | MYRCIANTHES FRAGRANS | 3 GAL | 24" HT | 36" OC | |
| | PM | 158 | PODOCARPUS<br>FULL | PODOCARPUS MACROPHYLLUS | 3 GAL | 24" HT | 24" OC | |
| SHRUB AREAS | | | | | | | | |
| | MC2 | 72 | PINK MUHLY GRASS<br>FULL | MUHLENBERGIA CAPILLARIS | 3 GAL | 18" HT | 30" OC | |
| | SB | 139 | SAND CORDGRASS<br>FULL | SPARTINA BAKERI | 3 GAL | 18" HT | 30" OC | |
| | ZF | 401 | FLORIDA COONTIE<br>FULL | ZAMIA FLORIDANA | 3 GAL | 12" HT | 24" OC | |
| GROUND COVERS | | | | | | | | |
| | BF | 544 | ORANGE BULBINE<br>FULL | BULBINE FRUTESCENS 'ORANGE' | 1 GAL | 18" FULL | 18" OC | |
| | DX | 506 | FLAX LILY<br>FULL | DIANELLA ATRAXIS | 1 GAL | 18" FULL | 18" O.C. | |
| | EG | 497 | BRAZILIAN DWARF MORNING GLORY<br>FULL | EVOLVULUS GLOMERATUS | 1 GAL | 18" FULL | 18" OC | |
| | LG2 | 362 | EVERGREEN GIANT LILYTURF<br>FULL | LIRIOPE MUSCARI 'EVERGREEN GIANT' | 1 GAL | 18" FULL | 18" OC | |
| SOD | | | | | | | | |
| | PA | 4,728 SF | ARGENTINE BAHIAGRASS<br>ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE | PASPALUM NOTATUM 'ARGENTINE' | SOD | - | - | |

| MISC. | QTY. | BOTANICAL/COMMON NAME | SPECIFICATIONS |
|---|---|---|---|
| MULCH | TBD | DESIGNER BROWN HARDWOOD MULCH | 3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL |

NORTH

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DATE: 4/21/2025

KHA PROJECT 149680169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

# OVERALL LANDSCAPE PLAN

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L1.00

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.00 April 21, 2025 04:05:21pm K:\Jax_civil\149680169-circle k -nova & hand\CADD\CONST\plansheets\L1.00 – LANDSCAPE PLAN.dwg
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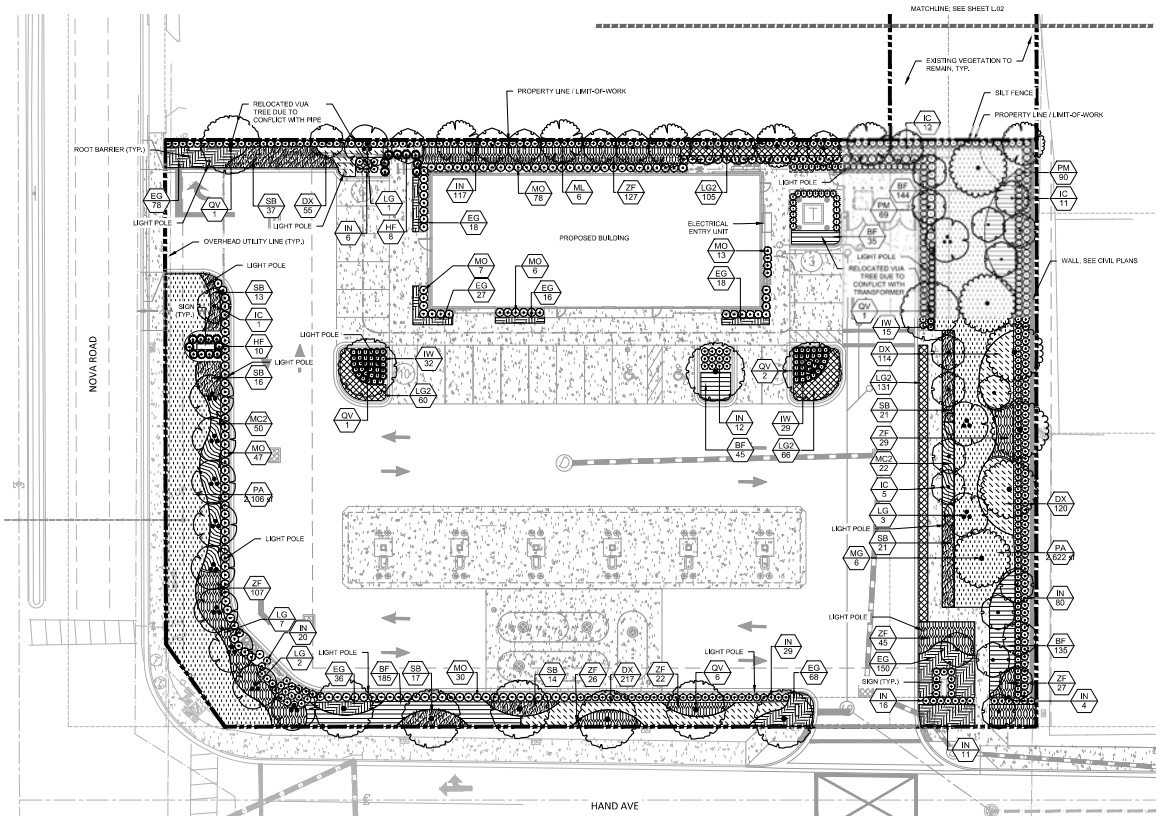


## PLANT KEY

SEE SHEET L1.00 FOR FULL PLANT SCHEDULE

| SYMBOL | CODE | COMMON NAME |
|---|---|---|
| **TREES** | | |
| | IC | DAHOON HOLLY |
| | LG | TUSKEGEE CRAPE MYRTLE |
| | MG | SOUTHERN MAGNOLIA |
| | ML | LITTLE GEM DWARF SOUTHERN MAGNOLIA |
| | QV | SOUTHERN LIVE OAK |
| **EXISTING** | | |
| | XX | EXISTING TREE |
| **SHRUBS** | | |
| | HF | FIREBUSH |
| | IN | DWARF YAUPON HOLLY |
| | IW | RED DWARF IXORA |
| | MO | SIMPSON'S STOPPER |
| | PM | PODOCARPUS |
| **SHRUB AREAS** | | |
| | MC2 | PINK MUHLY GRASS |
| | SB | SAND CORDGRASS |
| | ZF | FLORIDA COONTIE |
| **GROUND COVERS** | | |
| | BF | ORANGE BULBINE |
| | DX | FLAX LILY |
| | EG | BRAZILIAN DWARF MORNING GLORY |
| | LG2 | EVERGREEN GIANT LILYTURF |

| MISC. | QTY | BOTANICAL/COMMON NAME |
|---|---|---|
| MULCH | TBD | DESIGNER BROWN HARDWOOD MULCH |

NORTH

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KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# LANDSCAPE PLAN

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
L1.01

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## PLANT KEY

SEE SHEET L1.00 FOR FULL PLANT SCHEDULE

| SYMBOL | CODE | COMMON NAME |
|---|---|---|
| **TREES** | | |
| | IC | DAHOON HOLLY |
| | LG | TUSKEGEE CRAPE MYRTLE |
| | MG | SOUTHERN MAGNOLIA |
| | ML | LITTLE GEM DWARF SOUTHERN MAGNOLIA |
| | QV | SOUTHERN LIVE OAK |
| **EXISTING** | | |
| | XX | EXISTING TREE |
| **SHRUBS** | | |
| | HF | FIREBUSH |
| | IN | DWARF YAUPON HOLLY |
| | IW | RED DWARF IXORA |
| | MO | SIMPSON'S STOPPER |
| | PM | PODOCARPUS |
| **SHRUB AREAS** | | |
| | MC2 | PINK MUHLY GRASS |
| | SB | SAND CORDGRASS |
| | ZF | FLORIDA COONTIE |
| **GROUND COVERS** | | |
| | BF | ORANGE BULBINE |
| | DX | FLAX LILY |
| | EG | BRAZILIAN DWARF MORNING GLORY |
| | LG2 | EVERGREEN GIANT LILYTURF |

| MISC. | QTY. | BOTANICAL/COMMON NAME |
|---|---|---|
| MULCH | TBD | DESIGNER BROWN HARDWOOD MULCH |

NORTH

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| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KHA |
| DRAWN BY | RYP |
| CHECKED BY | MTF |

# LANDSCAPE PLAN

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
L1.02

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L1.02 April 21, 2025 04:05:29pm K:\deb_dist\149880169—circle k —nova & hand\CADD\CONST\planasheets\L1.00 — LANDSCAPE PLAN.dwg
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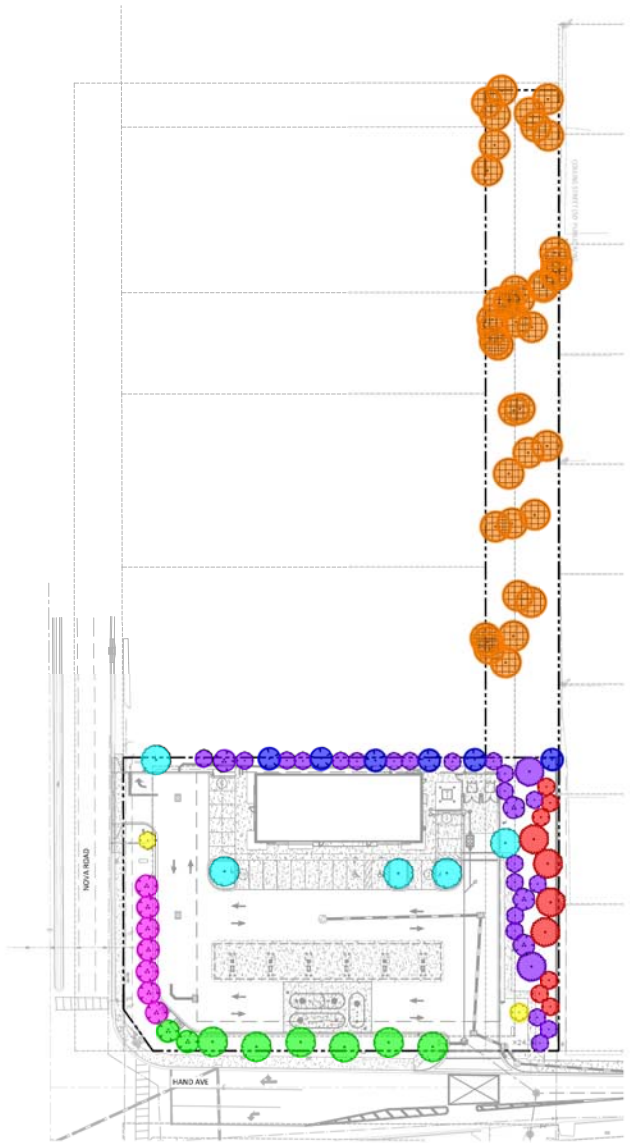
## LANDSCAPE CALCULATIONS

*PER "ORMOND BEACH" LAND DEVELOPMENT CODE*

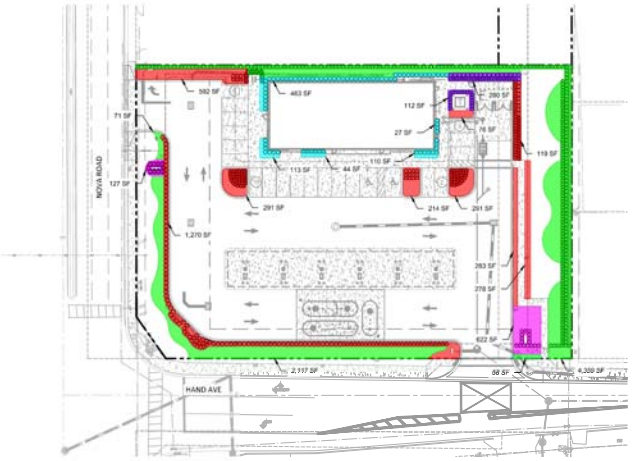
| | REQUIRED | PROVIDED |
|---|---|---|
| **TREE RATIOS**<br>1 TREE PER 1,000 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA | TOTAL LOT AREA: 81,632 SF<br>81,632 SF / 1,500 SF = 55 TREES<br><br>OR<br><br>TOTAL LANDSCAPE AREA: 42,238 SF<br>42,238 SF / 400 SF = 106 TREES | 31 BUFFER TREES<br>41 EXISTING TREES TO REMAIN<br>2 SIGNAGE TREES<br>5 PARKING ISLAND TREES<br>27 ADDITIONAL TREES<br>106 TOTAL TREES |
| **NATIVE TREE RATIOS**<br><br>50% OF REQUIRED TREES TO BE NATIVE | TOTAL TREES: 106<br><br>106 TREES X .5 = 53 TREES MIN SHALL BE NATIVE | 93 NATIVE TREES PROVIDED<br><br>(88%) |
| **FOUNDATION PLANTING**<br><br>MINIMUM 5' WIDE LANDSCAPED AREA<br>LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY<br><br>*SECTION 3-06(C)(7)* | MIN. 5' WIDTH LANDSCAPE AREA<br>LANDSCAPE AREA, PRIMARILY SHRUBBERY | SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS) |
| **LANDSCAPE BUFFER REQUIREMENTS:**<br><br>**TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF<br><br>**TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF<br><br>**TYPE 3 BUFFER:** 20' MIN. WIDTH, 4 TREES PER 100 LF, 40 SHRUBS PER 100 LF, 40 GROUNDCOVER PER 100 LF<br><br>**TYPE 4 BUFFER:** 30' MIN. WIDTH, 5 TREES PER 100 LF, 50 SHRUBS PER 100 LF, 50 GROUNDCOVER PER 100 LF<br><br>*SECTION 3-06(D)* | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>53 TREES, 328 SHRUBS, 328 GROUNDCOVER<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 TREES, 91 SHRUBS, 91 GROUNDCOVER<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 TREES, 10 SHRUBS, 10 GROUNDCOVER | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>10 PROPOSED TREES + 23 EXISTING TYP. TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 EXISTING TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 EXISTING TREE (EXISTING TREES AND VEGETATION TO BE PRESERVED) |
| **SIGN LANDSCAPING AREA:**<br><br>SIGN LANDSCAPE PLANTING AREA SHALL EQUAL 2 TIMES THE OUTSIDE DIMENSIONS OF THE SIGN FACE<br>1 SHRUB PER EVERY 15 SF OF SIGN AREA<br>1 GROUNDCOVER PER EVERY 4 SF OF LANDSCAPE AREA<br>1 TREE OR 3 PALMS PROVIDED PER 300 SF OF LANDSCAPE AREA<br><br>*SECTION 3-06(C)(19)* | **SIGN 1: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 SF / 15 = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE<br><br>**SIGN 2: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 LF / 15 SF = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE | **SIGN 1: 27 LF**<br>622 SF LANDSCAPE AREA, 16 SHRUBS<br>66 GROUNDCOVER, 1 NATIVE TREE<br><br>**SIGN 2: 27 LF**<br>720 SF LANDSCAPE AREA, 10 SHRUBS<br>74 GROUNDCOVER, 1 NATIVE TREE |
| **VUA LANDSCAPING REQUIREMENT:**<br><br>INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA<br><br>MIN. 1 HARDWOOD TREE AT 3.5" CAL<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES<br><br>*SECTION 3-06(C)(6)* | SITE VUA: 32,662 SF<br>32,662 SF X 10% = 3,266 SF VUA LANDSCAPE AREA REQUIRED<br><br>1 TREE PER ISLAND X 5 ISLANDS = 5 HARDWOOD TREES REQUIRED<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES | 3,266 SF VUA LANDSCAPE<br><br>5 HARDWOOD TREES<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS FROM TREES |




## PROVIDED TREES

LEGEND

- NORTH LANDSCAPE BUFFER
- EAST LANDSCAPE BUFFER
- ADDITIONAL
- WEST LANDSCAPE BUFFER
- SIGNAGE
- EXISTING TREES TO REMAIN
- SOUTH LANDSCAPE BUFFER
- VEHICULAR USAGE AREA




## VEHICULAR USE AREA LANDSCAPING

LEGEND

- VEHICULAR USAGE AREA LANDSCAPING
- BUFFER SHRUB / GROUND COVER LANDSCAPING
- BUILDING FOUNDATION
- SIGNAGE
- SCREENING

NORTH

GRAPHIC SCALE IN FEET
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KHA PROJECT 149980169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE 4/21/2025

# LANDSCAPE CODE EXHIBIT

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
L1.03


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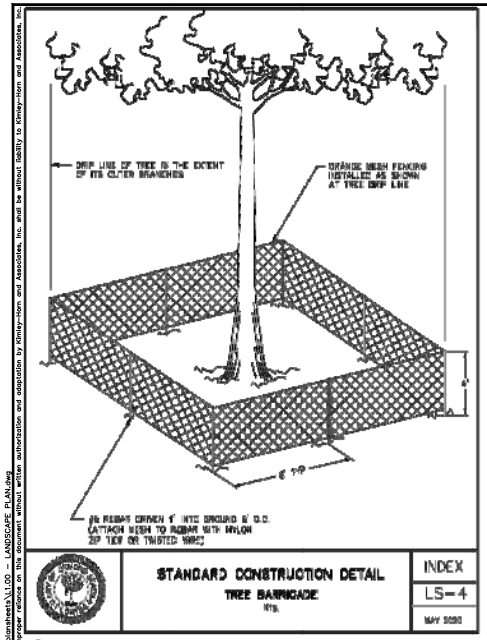
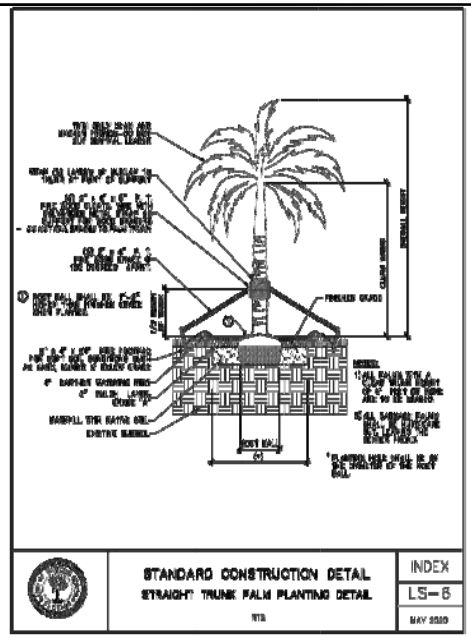



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX LS-4 MAY 2020

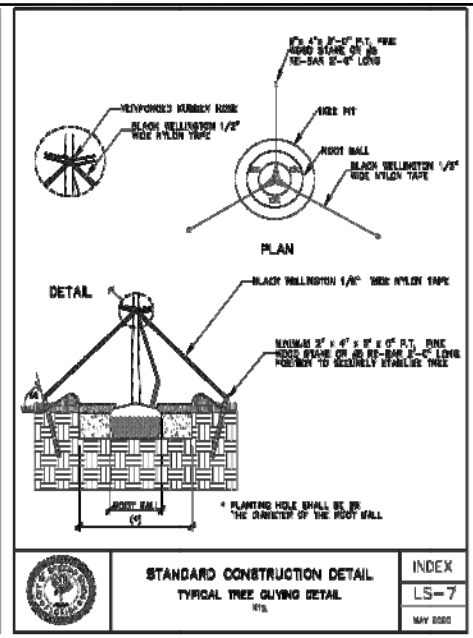
LS-4 TREE BARRICADE DETAIL NTS




STANDARD CONSTRUCTION DETAIL
STRAIGHT TRUNK PALM PLANTING DETAIL
NTS

INDEX LS-6 MAY 2020

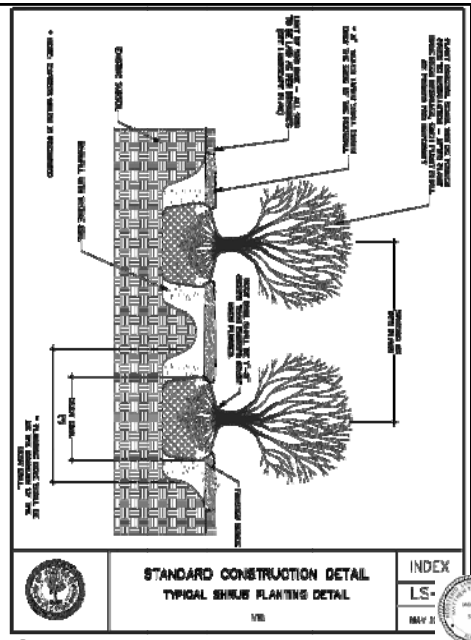
LS-6 STRAIGHT TRUNK PALM PLANTING DETAIL NTS




STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL
NTS

INDEX LS-7 MAY 2020

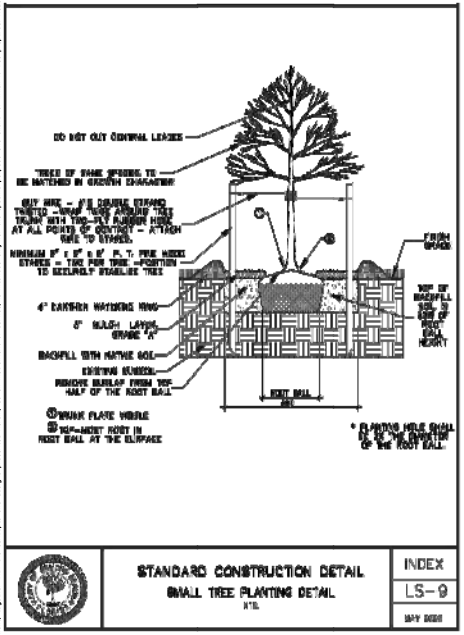
LS-7 TYPICAL TREE GUYING DETAIL NTS



STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
NTS

INDEX LS-8 MAY 2020

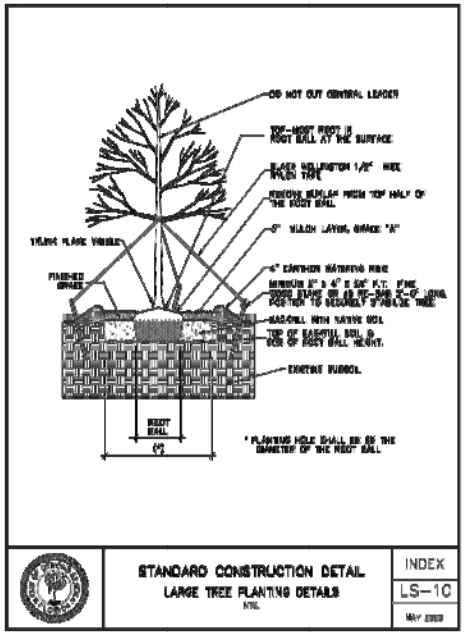
LS-8 TYPICAL SHRUB PLANTING DETAIL NTS




STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
NTS

INDEX LS-9 MAY 2020

LS-9 SMALL TREE PLANTING DETAIL NTS




STANDARD CONSTRUCTION DETAIL
LARGE TREE PLANTING DETAILS
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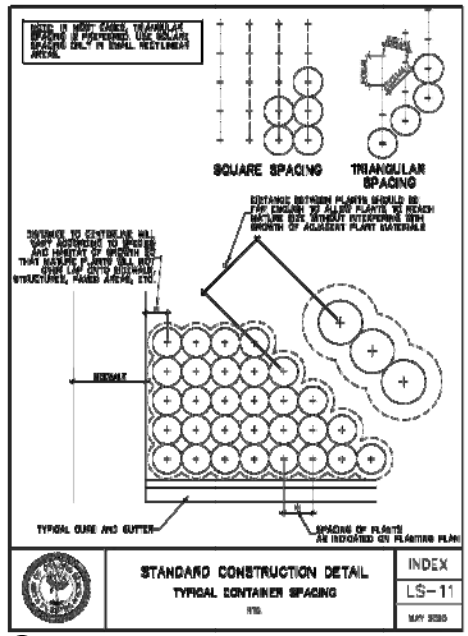
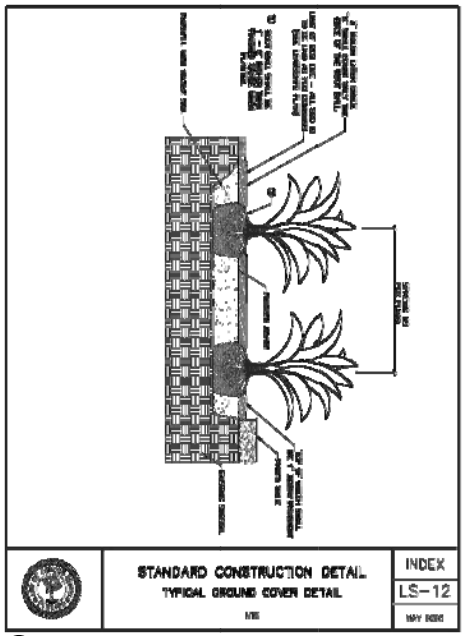
LS-10 LARGE TREE PLANTING DETAILS NTS




STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
NTS

INDEX LS-11 MAY 2020

LS-11 TYPICAL CONTAINER SPACING NTS



STANDARD CONSTRUCTION DETAIL
TYPICAL GROUND COVER DETAIL
NTS

INDEX LS-12 MAY 2020

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1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
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DATE: 4/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

LANDSCAPE DETAILS

SHEET NUMBER L1.50

Plotted By:Geiss, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.50 April 21, 2025 04:05:39pm K:\Jobs_dist\149880169-circle k - nova & hand\CADD\CONST\planset\L1.00 – LANDSCAPE PLAN.dwg
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Plotted By:Galaz, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.51 April 21, 2025 04:05:44pm K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\plansheets\L1.00 – LANDSCAPE PLAN.dwg
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STANDARD CONSTRUCTION DETAIL

PLANT LIKE THIS DETAIL

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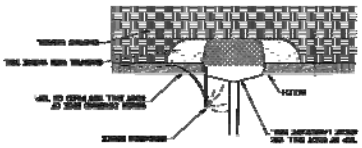
MAY 2020



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| SHEET NUMBER L1.51 | CIRCLE K - NOVA & HAND | LANDSCAPE DETAILS | KHA PROJECT 149880169 |
| ORMOND BEACH FL | | | DATE 04/21/2025 |
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## GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600, IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC., THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE UNSIGHTLY AND/OR UNHEALTHY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS ($300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER, UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

| MATERIAL | SAMPLE SIZE |
|---|---|
| MULCH | ONE (1) CUBIC FOOT |
| TOPSOIL MIX | ONE (1) CUBIC FOOT |
| PLANTS | ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY) |

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE, ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION, THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER, IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING PLANTING MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

c. SOIL AMENDMENT (IF NEEDED PER SOIL TESTING) THE CONTRACTOR SHALL FURNISH AND INSTALL A 3" LAYER OF AMENDED PLANTING SOIL IN ALL PLANTING BEDS, EXCLUDING SOD AREAS, THE AMENDED PLANTING SOIL SHALL BE COMPOSED OF 35% FERTICOMP 20% FLORIDA PEAT 45% SANDY LOAM, THE AMENDED PLANTING SOIL SHALL BE MIXED INTO THE BEDS UPON PLANTING.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING (SUBMIT SOIL TESTING RESULTS AFTER INCORPORATING AMENDMENTS TO DEMONSTRATE COMPLIANCE WITH SOIL QUALITY REQUIREMENTS .

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.,—IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6" MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BIG" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPGs* "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS, BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "SETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION, ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE. MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS. BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS, PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER, (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH, DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP, HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS. A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED, IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, 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 SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY, PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

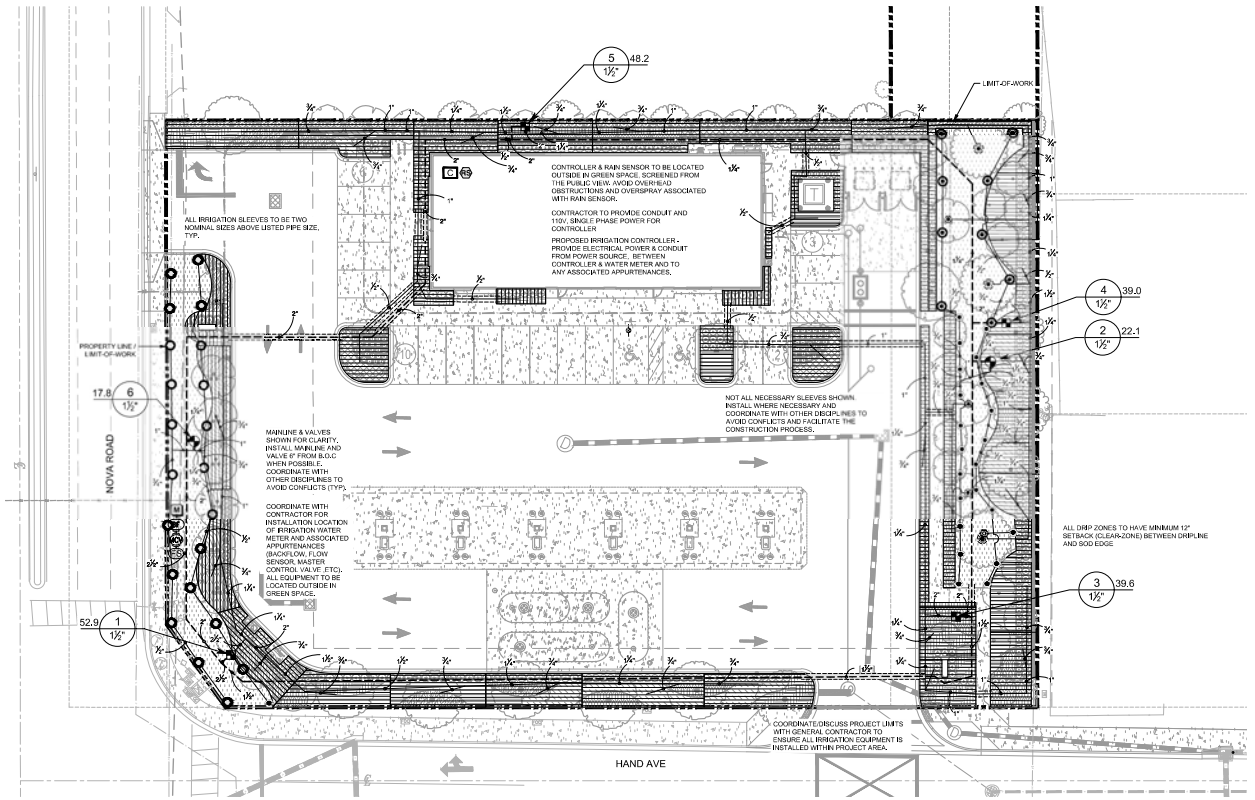
S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT, ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECI




## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI |
|---|---|---|---|
| 14 ADJ 14 FT | RAIN BIRD R-VAN14 RD-06-5-P45-T-NP<br>TURF ROTARY, 8FT.-14FT., 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 24 | 35 |
| 18 ADJ 18 FT | RAIN BIRD R-VAN18 RD-06-5-P45-T-NP<br>TURF ROTARY, 13FT.-18FT, 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 22 | 35 |
| 24 ADJ 24 FT | RAIN BIRD R-VAN24 RD-06-5-P45-T-NP<br>TURF ROTARY, 17FT.-24FT, 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 9 | 35 |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | RAIN BIRD XCZ-150-LCS<br>HIGH FLOW CONTROL ZONE KIT WITH LOW MINIMUM INLET PRESSURE REQUIREMENTS, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2IN. PEB GLOBE VALVE WITH HIGH-CAPACITY FILTER AND PRESSURE REGULATING SYSTEM (PRS) FIXED AT 40PSI. FLOW RANGE: 20 - 62 GPM. | 4 |
| | RAIN BIRD XFDEP-09-12 DRIP RING<br>PIPE TO BE PURPLE IN COLOR | 3 |
| | RAIN BIRD XFDEP-09-12 DRIP RING - ORNAMENTAL<br>PIPE TO BE PURPLE IN COLOR | 3 |
| | AREA TO RECEIVE DRIPLINE<br>RAIN BIRD XFDEP-09-12<br>XFDE ON-SURFACE PRESSURE COMPENSATING LANDSCAPE PURPLE DRIPLINE, 0.9 GPH EMITTERS AT 12IN. O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV & KINK RESISTANT. USE XF INSERT FITTINGS. PIPE TO BE PURPLE IN COLOR. | 11,788 LF |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | RAIN BIRD PEB<br>1IN., 1-1/2IN., 2IN., 3IN. PLASTIC INDUSTRIAL REMOTE CONTROL VALVE. LOW FLOW OPERATING CAPABILITY. GLOBE CONFIGURATION. | 2 |
| MCV | RAIN BIRD PESB-PRS-D 1"<br>1IN., 1-1/2IN., 2IN., 3IN. PLASTIC INDUSTRIAL MASTER VALVES. LOW FLOW OPERATING CAPABILITY. GLOBE CONFIGURATION, WITH PRESSURE REGULATING MODULE, AND SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS. | 1 |
| BF | FEBCO 825Y 1"<br>REDUCED PRESSURE BACKFLOW PREVENTER | 1 |
| C | RAIN BIRD ESPLXME2<br>12 STATION TRADITIONALLY-WIRED, COMMERCIAL CONTROLLER, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. | 1 |
| RS | RAIN BIRD WRS-RC<br>WIRELESS RAIN SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN SENSOR TRANSMITTER. | 1 |
| FS | RAIN BIRD FS-100-P<br>1IN., FLOW SENSOR, PLASTIC PVC MODEL, SUGGESTED OPERATING RANGE 5.4 GPM TO 54 GPM, SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE. RAIN BIRD COMPATIBLE CONTROLLERS: ESP-LXMEP | LXD | LXME2(P) | MDL OR CONTROLLERS ACCEPTING CUSTOM K-FACTOR AND OFFSET. INSTALL IN RAIN BIRD VALVE BOX | 1 |
| M | WATER METER 1-1/2"<br>CONNECTING TO EXISTING 1-1/2" RECLAIM WATER SERVICE | 1 |
| | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 | 2,180 LF |
| | IRRIGATION MAINLINE: PVC SCHEDULE 40 | 930.4 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 - LATERAL SLEEVE<br>ALL SLEEVES TO BE TWO NOMINAL SIZES ABOVE LISTED PIPE SIZE | 140.0 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 - MAINLINE SLEEVE<br>ALL SLEEVES TO BE TWO NOMINAL SIZES ABOVE LISTED PIPE SIZE | 120.5 LF |

Valve Callout
Valve Number
Valve Flow
Valve Size

## IRRIGATION NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, ETC. PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
3. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS, CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
5. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SUIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
6. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE WILL NOT ALLOW SYSTEM MODIFICATION TO BE POSSIBLE.
7. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
8. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND LANDSCAPE AREAS.
9. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
10. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES.
11. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNER'S REPRESENTATIVE.
12. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
13. CONTRACTOR TO PROVIDE PERMANENT BENCH-MARKS ON ALL CURB LINES AT RELATED SLEEVE LOCATIONS (TYP).
14. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO MINIMIZE ROOT DISTURBANCE IN EXISTING TREES.
15. IRRIGATION SPRAYS AND ROTORS ARE NOT COMBINED ON THE SAME CONTROL VALVE CIRCUIT - LANDSCAPE BEDS AND TURF ON SEPARATE CIRCUITS.

## CRITICAL ANALYSIS

| | |
|---|---|
| Generated: | 2025-04-16 10:31 |
| P.O.C. NUMBER: 01 | |
| Water Source Information: | CONNECTING TO EXISTING 1-1/2" RECLAIM WATER SERVICE |
| FLOW AVAILABLE | |
| Water Meter Size: | 1-1/2" |
| Flow Available | 75 GPM |
| PRESSURE AVAILABLE | |
| Static Pressure at POC: | 65 PSI |
| Elevation Change: | 1.00 ft |
| Service Line Size: | 4" |
| Length of Service Line: | 5 ft |
| Pressure Available: | 65 PSI |
| DESIGN ANALYSIS | |
| Maximum Station Flow: | 52.88 GPM |
| Flow Available at POC: | 75 GPM |
| Residual Flow Available: | 22.13 GPM |
| Critical Station: | 2 |
| Design Pressure: | 35 PSI |
| Friction Loss: | 3.3 PSI |
| Fittings Loss: | 0.33 PSI |
| Elevation Loss: | 0 PSI |
| Loss through Valve: | 3.84 PSI |
| Pressure Req. at Critical Station: | 42.5 PSI |
| Loss for Fittings: | 0.22 PSI |
| Loss for Main Line: | 2.23 PSI |
| Loss for POC to Valve Elevation: | 0 PSI |
| Loss for Backflow: | 10.9 PSI |
| Loss for Master Valve: | 3.47 PSI |
| Loss for Water Meter: | 1.01 PSI |
| Critical Station Pressure at POC: | 65.3 PSI |
| Pressure Available: | 65 PSI |
| Residual Pressure Available: | 4.66 PSI |

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | PSI | PSI @ POC | PRECIP |
|---|---|---|---|---|---|---|---|
| 1 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 52.88 | 20.4 | 54.6 | 1.44 in/h |
| 2 | RAIN BIRD PEB | 1-1/2" | TURF ROTARY | 22.11 | 42.5 | 60.3 | 0.65 in/h |
| 3 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 39.59 | 19.2 | 48.4 | 1.44 in/h |
| 4 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 39.05 | 19.5 | 49.4 | 1.44 in/h |
| 5 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 48.21 | 19.9 | 57.1 | 1.45 in/h |
| 6 | RAIN BIRD PEB | 1-1/2" | TURF ROTARY | 17.76 | 42.0 | 56.8 | 0.64 in/h |

THIS IRRIGATION PLAN IS DESIGNED TO THE FOLLOWING STATS: 65 PSI AND 120 GPM. IF THE WATER PRESSURE DOES NOT MEET DESIGN SPECIFICATIONS A BOOSTER PUMP WILL BE REQUIRED AT A COST TO THE CONTRACTOR. CONTRACTOR TO VERIFY AVAILABLE WATER PRESSURE AND CONTACT THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IF A SYSTEM HAS +/- 5 PSI THAN DESIGN PRESSURE.

NOTE: IF SOURCE TO BE RECLAIMED (NON-POTABLE) ALL EQUIPMENT TO BE INDICATED AS SUCH AND PURPLE IN COLOR. FOLLOW ALL LOCAL JURISDICTION STANDARDS FOR RECLAIMED IRRIGATION SYSTEMS.

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

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1539 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

KHA PROJECT 149980169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MJF
DATE 4/21/2025

IRRIGATION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L2.00

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L2.00 April 21, 2025 04:06:21pm K:\Job_dist\149980169–circle k –nova & hand\CADD\CONST\plansheets\L2.00 – IRRIGATION PLAN.dwg
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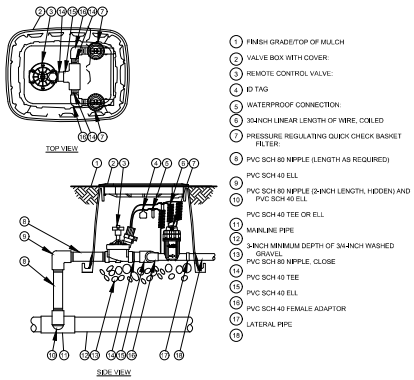
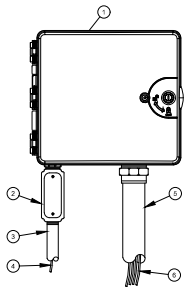



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. REMOTE CONTROL VALVE:
4. ID TAG
5. WATERPROOF CONNECTION:
6. 30-INCH LINEAR LENGTH OF WIRE, COILED
7. PRESSURE REGULATING QUICK CHECK BASKET FILTER:
8. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
9. PVC SCH 40 ELL
10. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
11. PVC SCH 40 TEE OR ELL
12. MAINLINE PIPE
13. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
14. PVC SCH 80 NIPPLE, CLOSE
15. PVC SCH 40 TEE
16. PVC SCH 40 ELL
17. PVC SCH 40 FEMALE ADAPTOR
18. LATERAL PIPE

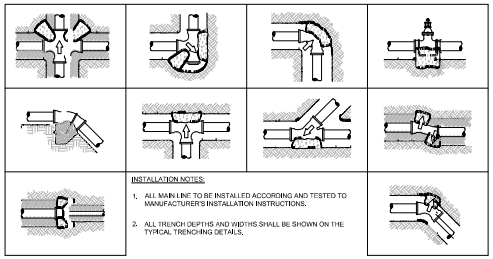
1 L2.50 COMMERCIAL CONTROL DRIP ZONE VALVE KIT
SECTION / PLAN NTS



1. IRRIGATION CONTROLLER: CONTROLLER (OWNER TO SPECIFY WALL MOUNT OR STAINLESS STEEL PEDESTAL MOUNT); INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
2. JUNCTION BOX
3. 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
4. POWER SUPPLY WIRE
5. 2-INCH CONDUIT AND FITTINGS FOR STATION WIRES
6. WIRES TO REMOTE CONTROL VALVES

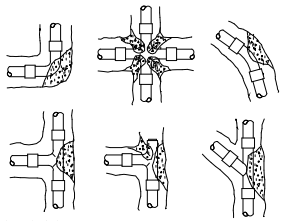
NOTES:
1. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

2 L2.50 TYPICAL CONTROLLER
ELEVATION NTS



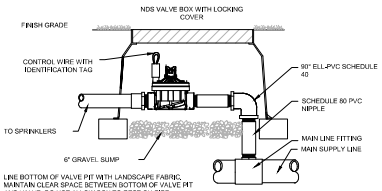
INSTALLATION NOTES:
1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

3 L2.50 TYPICAL THRUST BLOCK
SECTION NTS

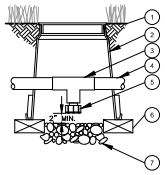


INSTALLATION NOTES
1. 3000 PSI CONCRETE OR BETTER IS TO BE USED FOR THRUST BLOCKS.
2. FOR 45°/90° FITTINGS, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED.
3. FOR 22-1/2° FITTINGS, MINIMUM OF 0.5 CUBIC FEET OF CONCRETE TO BE USED.
4. FOR TEES, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED. THRUST BLOCKS REQUIRED FOR IRRIGATION MAINLINE 2 1/2" AND LARGER.

4 L2.50 THRUST BLOCK REINFORCEMENT
SECTION NTS

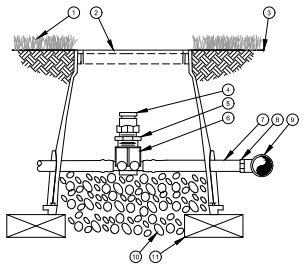



5 L2.50 TYPICAL CONTROL VALVE
SECTION NTS



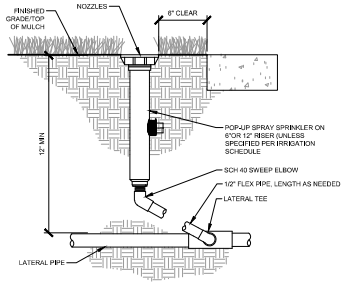

1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE:
6. BRICK (1 OF 2)
7. 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

6 L2.50 DRAIN VALVE
SECTION NTS

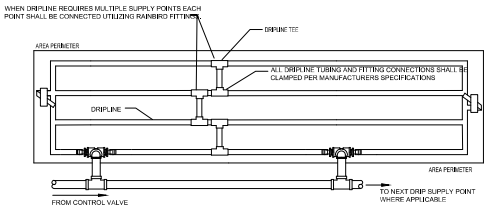


1. TURF GRASS
2. VALVE BOX LID
3. FINISH GRADE
4. 1" AIR RELIEF VALVE: TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
5. 1" X ½" PVC REDUCER BUSHING
6. BARB X FEMALE THREAD CONNECTOR:
7. ½" BLANK DRIPLINE TUBING:
8. BARB X MALE THREAD CONNECTOR:
9. PVC TEE CONNECTED TO PVC HEADER PIPE
10. 3" MINIMUM DEPTH OF ¾" WASHED GRAVEL
11. BRICK (1 OF 2)

7 L2.50 AIR RELIEF VALVE IN XFS DRIP LINE
SECTION NTS



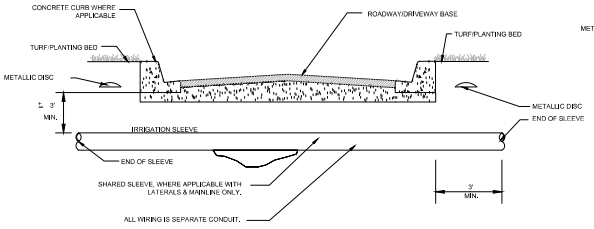

8 L2.50 TYPICAL IRRIGATION HEAD
SECTION NTS



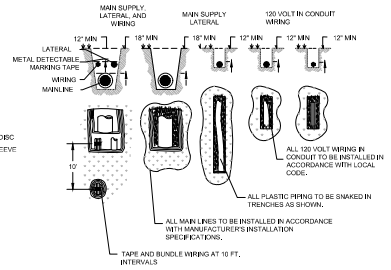

CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS. IF NOT SHOWN, INSTALL WITHIN ADJACENT GREEN AREA NOT IN A HIGHLY VISIBLE AREA.

NOTE:
1. DRIP TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 18 INCHES.
2. DRIP TUBING TO BE INSTALLED IN A GRID PATTERN. DRIP TUBING SHALL NOT BE INSTALLED IN A LONG CONTINUOUS RUN.
3. CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS (IF SHOWN).

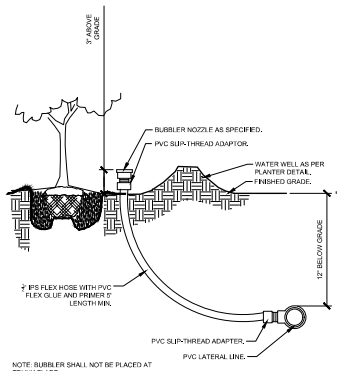
9 L2.50 TYPICAL DRIP LINE
PLAN NTS




10 L2.50 TYPICAL SLEEVING
SECTION NTS




11 L2.50 TYPICAL TRENCHING
SECTION / PLAN NTS




NOTE: BUBBLER SHALL NOT BE PLACED AT TRUNK FLARE.

12 L2.50 TYPICAL BUBBLER
SECTION NTS

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L2.50 April 21, 2025 04:06:23pm K:\tbb_civil\149880169–circle k –nova & hand\CADD\CONST\plansheets\L2.00 – IRRIGATION PLAN.dwg
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PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# IRRIGATION DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L2.50

## Permit Requirements

Property owners who wish to install, expand or substantially modify an irrigation system are required, in advance of such work, to obtain an irrigation permit from the Florida Department of Health in Volusia County. Irrigation installation requirements are described in the following county ordinances:

Landscape Irrigation Ordinance [https://www.volusia.org/services/growth-and-resource-management/environmental-permitting/landscape-irrigation-ordinance.stml]

Water Plumbing Facilities & Irrigation Systems - Section 74-61 to 74-65 County Ordinance [https://codelibrary.amlegal.com/codes/volusiacounty_fl/latest/volusiacounty_fl_codeofordinances/0-0-0-1]

The Volusia County Health Department developed an Irrigation Permitting Packet [https://www.volusia.org/services/growth-and-resource-management/environmental-permitting/landscape-irrigation-permitting/] in order assist applicants. Handouts like application form, a Contractor/Owner Irrigation Self Certification Checklist and a site plan template. Please call our office at 386-874-3455 for more information.

A summary of the specific requirement is as follows:

1. Automatic irrigation controllers, when utilized, shall contain a functional rain sensor device, capable of being set at one inch or less, and battery backup capability to retain programming in the event of a power failure.
2. A site survey plan(s) and a stationary structure, tree and other overhead obstructions and show the height of the sprinkler coverage.
3. Backflow with check valves. Look in box/pit/pump house to prevent lock hoist linkage.
4. Complete prevention and non-chemical provisions prescribed in section 74-45.
5. Irrigation design with the appropriate uniformity for the type of plant being grown and for the type of soil.
6. Irrigation system equipment installed as designed.
7. Irrigation design shall be based on existing lot available flow rate, vegetation grouping (i.e., turf, shrubs, native plants, etc.), sprinkler types (i.e., sprinklers with matching precipitation rates) and soil characteristics.
8. Spray heads and rotors not mixed in same zone.
9. Distribution equipment for a given zone having matched precipitation rates.
10. Application rates that avoid runoff and permit uniform water infiltration into the soil, considering land slope, soil type and/or polymers, vegetative covers over and prevailing winds.
11. A minimum separation of four inches between distribution equipment and pavement.
12. A minimum separation of 18 inches between distribution equipment and buildings and other vertical structures.
13. No direct spray onto walkways, buildings, roadways and drives.
14. Loop spoil patterns providing head to head coverage.
15. Water conserving systems with a flow velocity of five feet per second or less.
16. Pipelines designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
17. Pressure regulating heads.
18. A maintenance checklist provided to the property owner by the irrigation contractor that specifies recommended maintenance consists, people irrigation system damage screening to control, recommendations for changing rain sensor device, filter cleaning recommendations and information on the current water restrictions.

## Landscape Requirements

1. A high volume irrigation zone shall not exceed 20 percent of the hardscaped area. Low or medium volume irrigation shall may be utilized in lieu of any high volume irrigation zone.
2. A medium volume irrigation zone shall not exceed 60 percent of the landscaped area. However, the limitation zone may increase up to 75 percent medium volume irrigation limit, if no high volume irrigation zone is in the area.
3. A low volume irrigation zone may be utilized for an entire landscaped area with the exception of native vegetation areas regulated by section 62-672(b)(4).
4. In the alternative to (1), (2) and (3) above, if 80 percent of the pre-existing native vegetation is retained on site, the remaining 20 percent of the landscaped area may be a high volume irrigation zone. For all pre-existing native vegetation retained on a parcel:
   a. No supplemental water shall be applied to the native vegetation zone.
   b. Only hand pruning of native vegetation is allowed.
   c. Mechanical mowing or chemical is prohibited.

## License Requirements

No person may install or repair an irrigation system in Volusia County unless they possess a valid irrigation certificate of competency from the Department. The following persons are exempted from having to possess a certificate of competency:

- Licensed Florida Water Well Contractors and Florida State Certified Plumbing Contractors.
- Florida State Registered Plumbing Contractors.
- Property owners who personally perform construction, maintenance or repairs on an irrigation system that services his or her owner-occupied single family residence.

STANDARD CONSTRUCTION DETAIL
IRRIGATION SYSTEM REQUIREMENTS
NTS

INDEX
LS-14A
MAY 2020

LS-14A IRRIGATION SYSTEM REQUIREMENTS
L2.51
NTS

STANDARD CONSTRUCTION DETAIL
IRRIGATION SYSTEM REQUIREMENTS
NTS

INDEX
LS-14B
MAY 2020

LS-14B IRRIGATION SYSTEM REQUIREMENTS
L2.51
NTS

Plotted By:Geiss, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L2.51 April 21, 2025 04:06:26pm K:\Job_dist\149880169–circle k –nova & hand\CADD\CONST\plansheets\L2.00 – IRRIGATION PLAN.dwg
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# IRRIGATION DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
L2.51




BI-LINGUAL LAWNBOSS™ RECLAIMED WATER WARNING SIGN AND STAKE (BY RECYCLE REMINDERS - PART# K-9493, COLOR PURPLE) TO BE UTILIZED WHERE INDICATED ON PLANS. CONTRACTOR TO INSTALL PER MANUFACTURER'S SPECIFICATIONS.

WWW.RECYCLEREMINDERS.COM

1 L2.51 RECLAIMED WATER WARNING SIGN 1" = 1'

## IRRIGATION SYSTEM NOTES:

1. THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.
2. SET SPRAY HEADS 6" AND ROTORS 12" IN FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.
3. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS PRIOR TO SUBMITTING PROPOSAL. THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.
4. CONTRACTOR TO PROVIDE NEW AUTOMATIC CONTROLLER FOR PROPOSED SYSTEM (NO BATTERY OPERATED CONTROLLERS ALLOWED). COORDINATE LOCATION WITH OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AUTOMATIC RAIN SENSOR. COORDINATE LOCATION W/ OWNER.
6. IRRIGATION SHALL NOT BE COMBINED ON A SINGLE ZONE AND SHALL BE ZONED ACCORDING TO IRRIGATION TYPE, PRECIPITATION RATE, AND THE SYSTEMS AVAILABLE WATER / PRESSURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR REVIEW PRIOR TO INSTALLATION.
7. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.
8. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.
9. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.
10. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.
11. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.
12. PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL.

PRE-APPROVED MANUFACTURERS:
1. TORO
2. HUNTER
3. RAINBIRD

13. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.
14. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED WITHIN SCH. 40 PVC 2x SIZE OF PIPE AND FREE OF STONES/DEBRIS. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS.
15. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.
17. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.
18. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SCH. 40 PVC SLEEVES, WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.
19. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK PROGRAM DESIGNATION.
20. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.
21. ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.
22. ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS:
    CONTROL WIRES - #14
    COMMON WIRES - #14
23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS:
    -RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).
24. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).
25. HEADS, LATERALS, EMITTERS, AND VALVES ARE NOT SHOWN, BUT ARE NECESSARY FOR A FULLY FUNCTIONING IRRIGATION SYSTEM.
26. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION LATERAL SHALL BE ONE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBING, THE MAINLINE SHALL BE OFFSET 7-0" FROM THE EDGE OF PAVEMENT OR CURB.
27. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES, BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES, AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.
28. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE OR FLUSH VALVE WILL BE REQUIRED FOR THAT ZONE. DRIPLINE SHALL PROVIDE 0.9 GPH EMITTERS, 12" O.C. WITH 12" LINE SPACING AT A MINIMUM.
29. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. SPLICING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2-WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.
30. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1-½" ELECTRICAL CONDUIT.
31. SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4".
32. IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1.05" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.
33. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES. DO NOT TRENCH THROUGH EXISTING ROOT SYSTEMS OF ANY VEGETATION INTENDED TO BE PRESERVED.
34. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.
35. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION DENOTED ON THE LANDSCAPE PLAN.
36. IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.
37. IRRIGATION SOURCE TO BE EITHER WELL, POTABLE, OR NON-POTABLE WATER. IRRIGATION CONTRACTOR TO VERIFY SOURCE PRIOR TO DESIGN.
38. POINT OF CONNECTION TO BE DETERMINED BY OWNER. IRRIGATION SYSTEM CONNECTIONS TO THE LOCAL JURISDICTION SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.
39. IRRIGATION CONNECTION MAY REQUIRE BACKFLOW PREVENTION. VERIFY WITH LOCAL JURISDICTION.
40. IRRIGATION SYSTEM SHALL COMPLY WITH THE LOCAL JURISDICTION LAND DEVELOPMENT CODE.

2 L2.51 TYPICAL SCHEMATIC IRRIGATION NOTES

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L2.52 April 21, 2025 04:06:28pm K:\Job_civil\149880169-circle k--nova & hand\CADD\CONST\planesheets\L2.00 - IRRIGATION PLAN.dwg
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DATE: 4/21/2025

# IRRIGATION SPECIFICATIONS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L2.52

# CIRCLE K

## S NOVA RD + HAND AVE
## ORMOND BEACH, FL

C-STORE CONCEPT ELEVATIONS

02.11.2025

rdc.




ORMOND BEACH CITY HALL




W GRANADA BLVD




W GRANADA BLVD



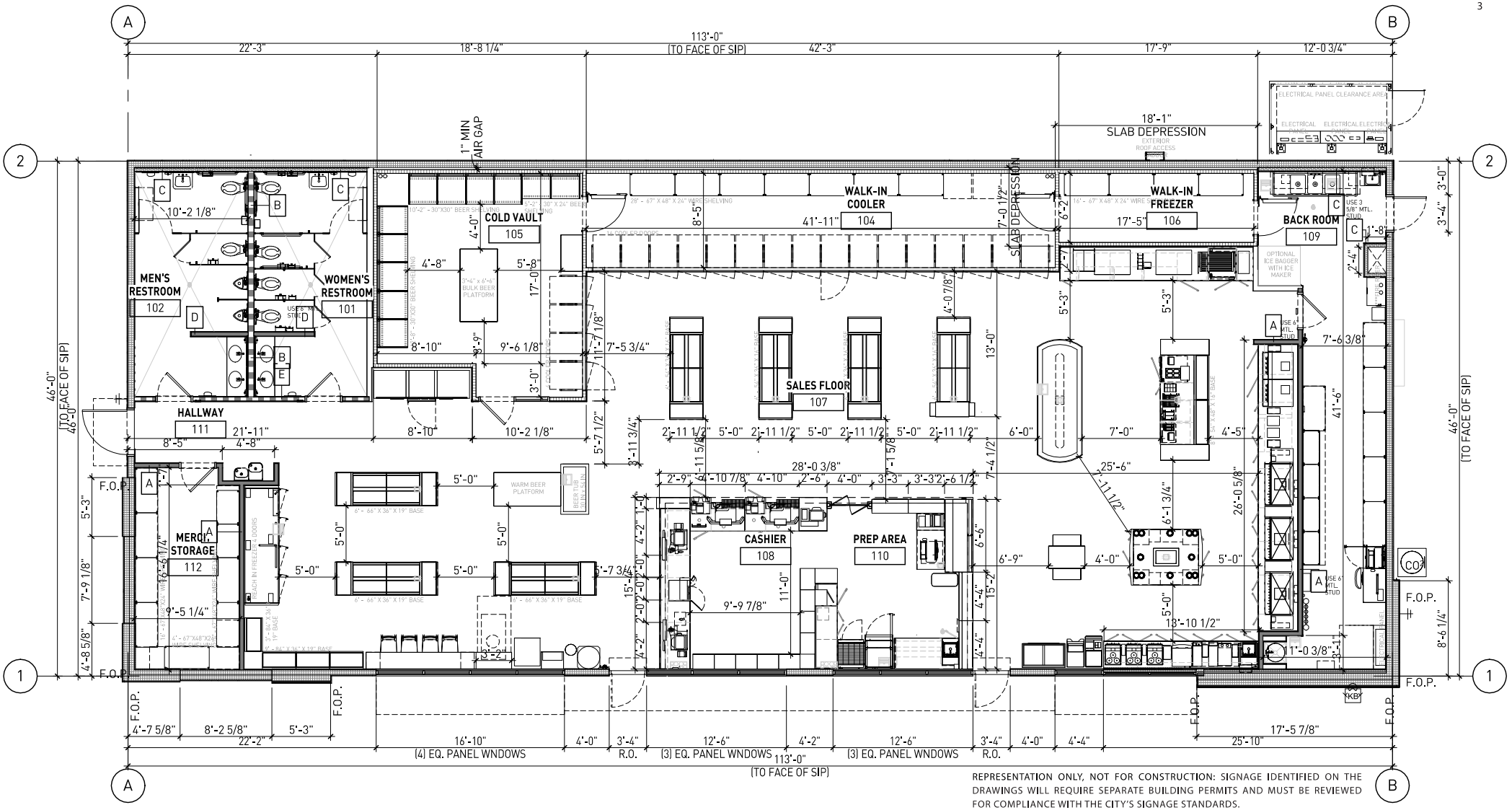
BUSCHMAN HISTORIC BUILDING



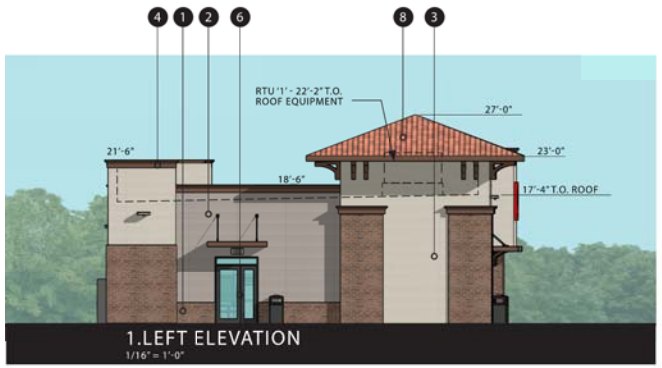
ORMOND BEACH CITY HALL

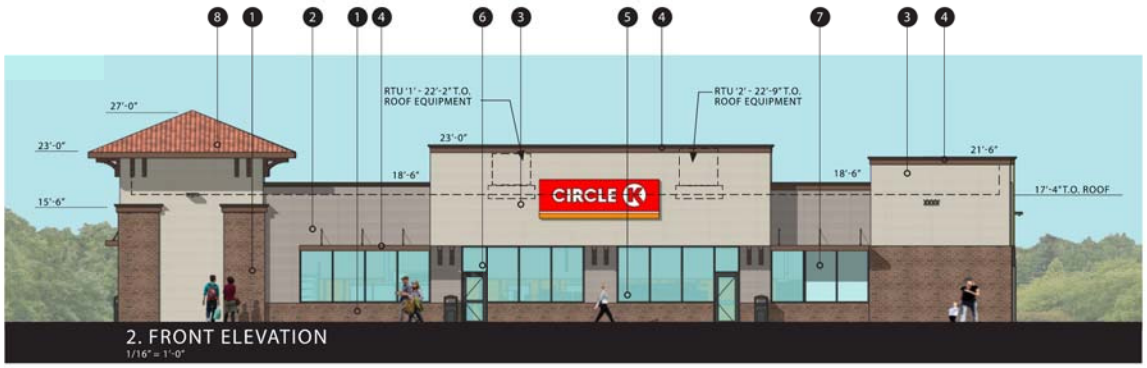


W GRANADA BLVD



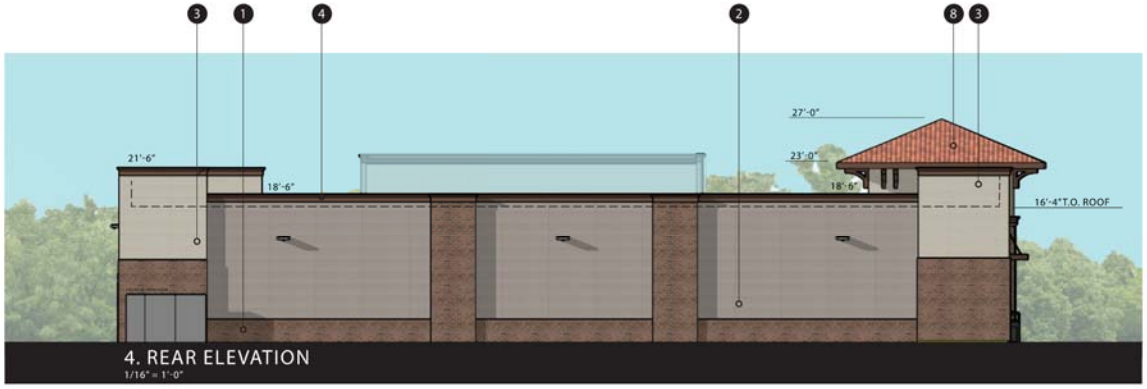

C-STORE FLOOR PLAN (FOR REFERENCE ONLY)
1/8" = 1'-0"



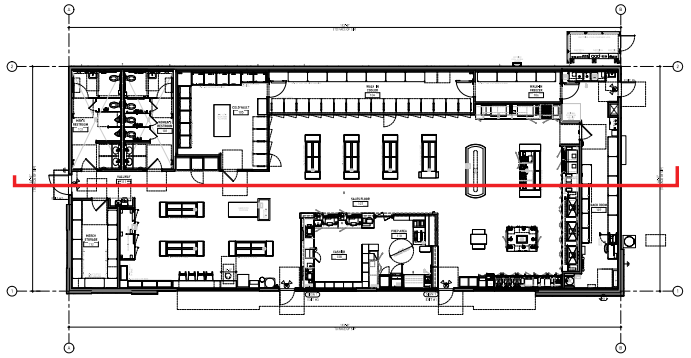




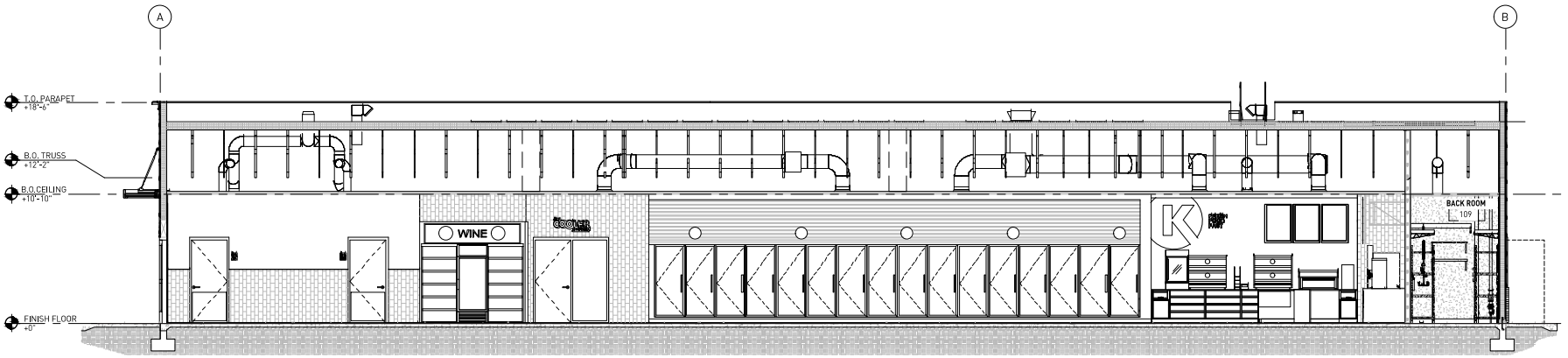



WE TRIED TO ALIGN STYLES WITH MEDITERRANEAN AND SPANISH ARCHITECTURAL STYLE WHICH WE PULLED FROM THE SURROUNDING SITE. ATTRIBUTES WE INCLUDED IN DESIGN ARE THE EARTH COLOR TONES, TOWER WITH THE CLAY TILE PITCHED ROOF (SEEN W GRANDE BLVD) AND BRICK BASE ENHANCER (SEEN BOTH ON ORMAND BEACH CITY HALL AND BUSCHMATY HALL AND BUSCHMAI THE DRAWINGS WILL REQUIRE SEPARATE BUILDING PERMITS AND MUST BE REVIEWED FOR COMPLIANCE WITH THE CITY'S SIGNAGE STANDARDS.

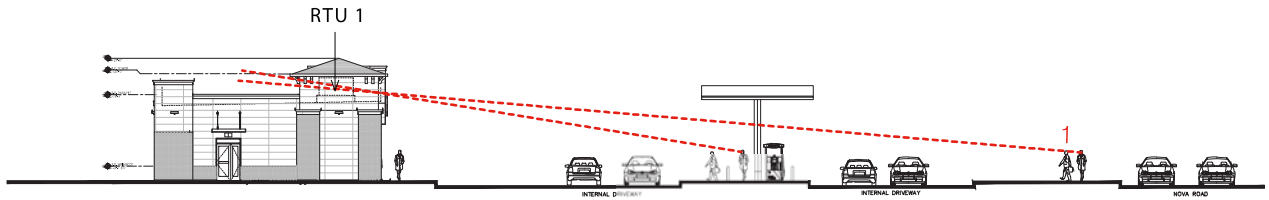




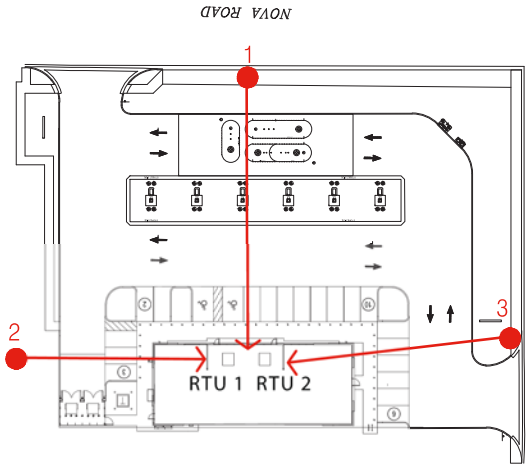
FLOOR PLAN (FOR REFERENCE ONLY)



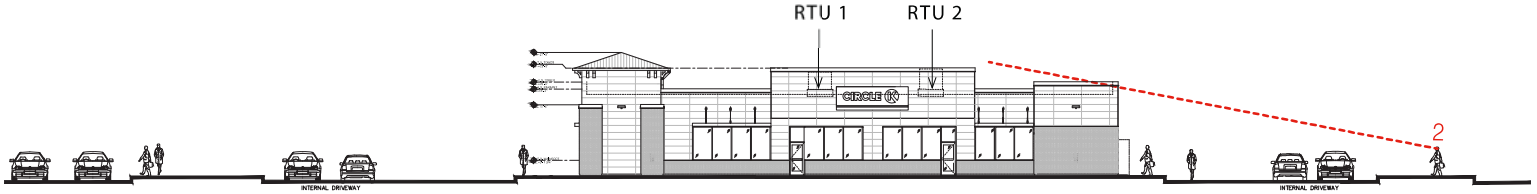

C- STORE BUILDING SECTION (FOR REFERENCE ONLY)



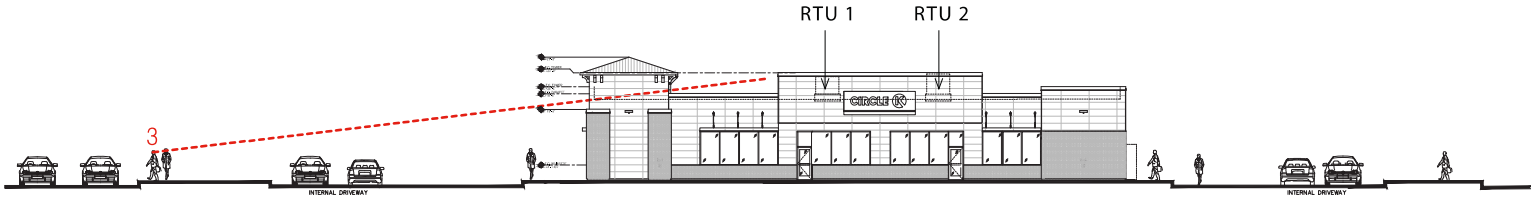

1. SIGHT STUDY SIDE ELEVATION (NORTHEAST)




SITE PLAN (FOR REFERENCE ONLY)




2. SIGHT STUDY FRONT ELEVATION (SOUTHWEST)




3. SIGHT STUDY FRONT ELEVATION (SOUTHEAST)




REPRESENTATION ONLY, NOT FOR CONSTRUCTION: SIGNAGE IDENTIFIED ON THE DRAWINGS WILL REQUIRE SEPARATE BUILDING PERMITS AND MUST BE REVIEWED FOR COMPLIANCE WITH THE CITY'S SIGNAGE STANDARDS.

ENTRY VIEW FROM E ROSEBERRY RD



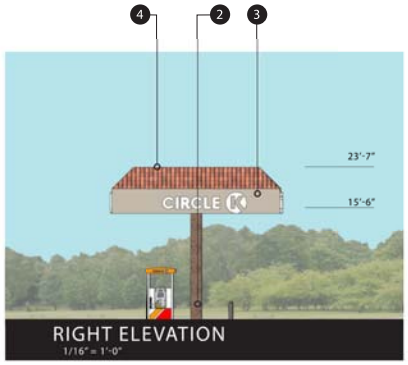

REPRESENTATION ONLY, NOT FOR CONSTRUCTION: SIGNAGE IDENTIFIED ON THE DRAWINGS WILL REQUIRE SEPARATE BUILDING PERMITS AND MUST BE REVIEWED FOR COMPLIANCE WITH THE CITY'S SIGNAGE STANDARDS.

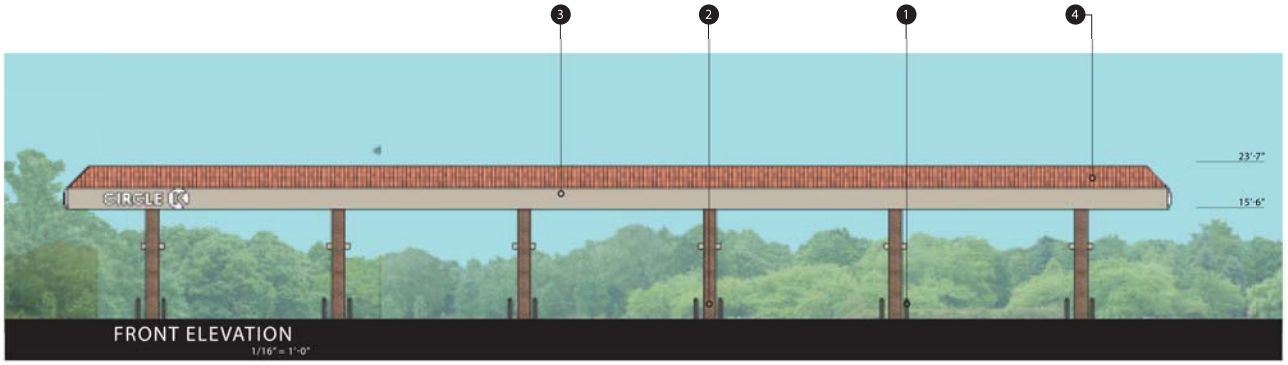
C-STORE VIEW

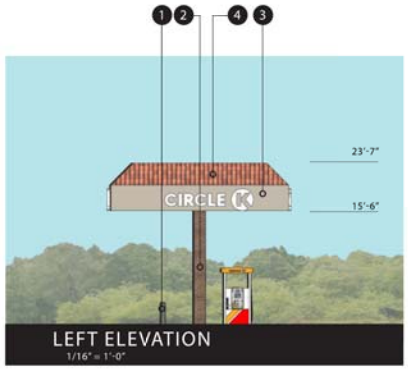


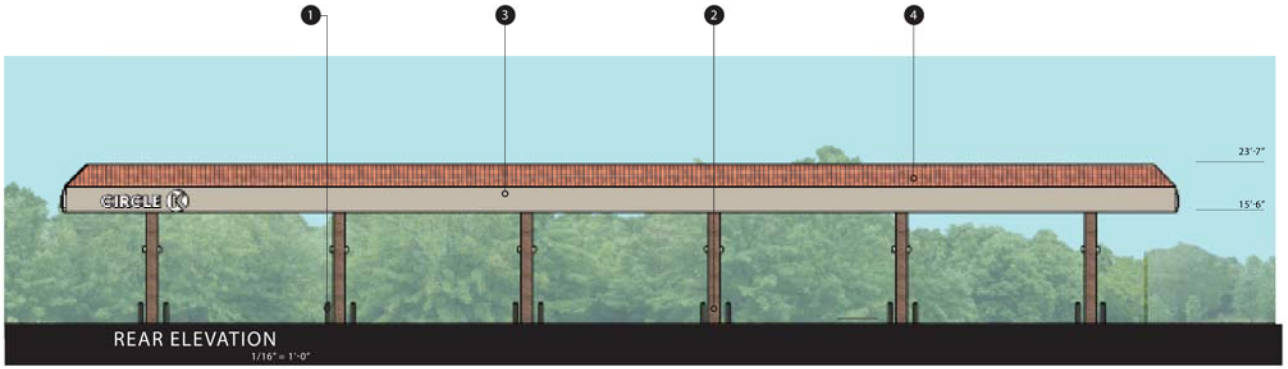

REPRESENTATION ONLY, NOT FOR CONSTRUCTION: SIGNAGE IDENTIFIED ON THE DRAWINGS WILL REQUIRE SEPARATE BUILDING PERMITS AND MUST BE REVIEWED FOR COMPLIANCE WITH THE CITY'S SIGNAGE STANDARDS.

VIEW FROM S MAINS ST



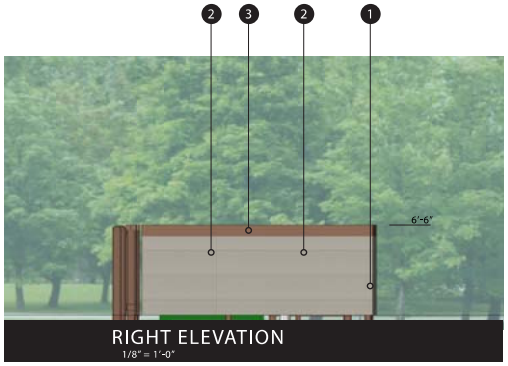




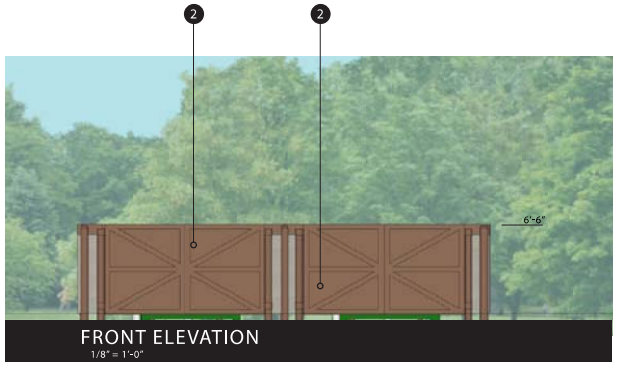


FUEL CANOPY

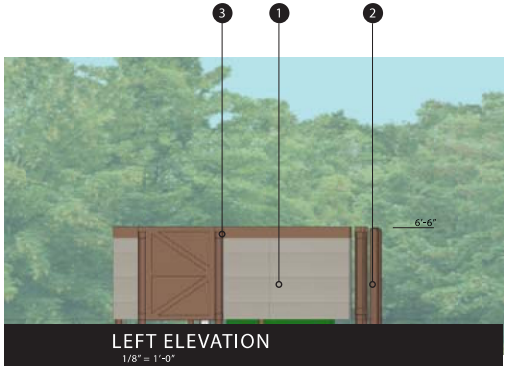
CONCEPT ELEVATION STUDIES 10



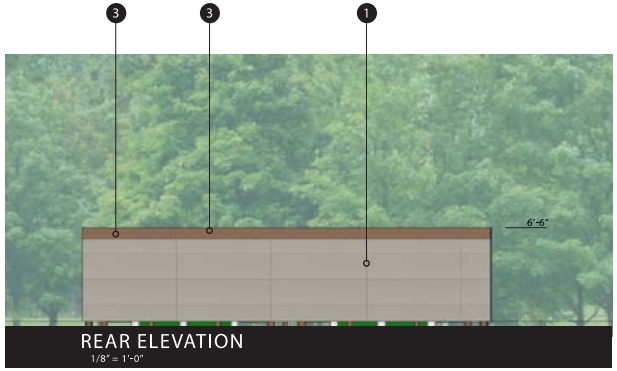

RIGHT ELEVATION
1/8" = 1'-0"




FRONT ELEVATION
1/8" = 1'-0"




LEFT ELEVATION
1/8" = 1'-0"




REAR ELEVATION
1/8" = 1'-0"

1

NICHIHA
TUFFBLOCK

PEWTER

2

METAL GATE AND
BOLLARD

SW 9091
HALF-CAFF

3

METAL COPING

SW 9091
HALF-CAFF



TRASH ENCLOSURE
CONCEPT ELEVATION STUDIES 11

# ATTACHMENT 3

Circle K, 699 South Nova – Site Plan Review Committee Outstanding Comments

# PLAN CORRECTIONS REPORT SPRC-2024-000051
# FOR CITY OF ORMOND BEACH

**PLAN ADDRESS:** 699 S Nova Rd
Ob, FL 32174

**PARCEL:** 424203050222

**APPLICATION DATE:** 12/04/2024

**SQUARE FEET:** 5,200.00

**DESCRIPTION:** Redevelopment of old bank site for new convenience store with fueling canopy

**EXPIRATION DATE:** 06/02/2025

**VALUATION:** $0.00

| CONTACTS | Name | Company | Address |
|---|---|---|---|
| Applicant | Thomas Harman<br>Jarod Stubbs | Circle K Stores Inc. | 1530 Cornerstone Blvd. Suite 200A , Suite 200A<br>Daytona Beach, FL 32117 |
| Project Coordinator | Jarod Stubbs | | 1530 Cornerstone Blvd. Suite 200A , Suite 200A<br>Daytona Beach, FL 32117 |
| Property Owner | Jeffery Donalson | Sun State Petrol I, LLC | |

## SPRC Review

| REVIEW ITEM | STATUS | REVIEWER |
|---|---|---|
| **Civil Engineer v.1**<br>Review conducted by Civil Engineer | **Requires Re-submit** | **David Allen Ph: (386) 615-7047 email: David.Allen@ormondbeach.org** |
| **Civil Engineer v.2**<br>Review conducted by Civil Engineer | **Requires Re-submit** | **David Allen Ph: (386) 615-7047 email: David.Allen@ormondbeach.org** |
| **Civil Engineer v.3**<br>Review conducted by Civil Engineer | **Requires Re-submit** | **David Allen Ph: (386) 615-7047 email: David.Allen@ormondbeach.org** |
| **Fire Plans Examiner v.1**<br>Review conducted by the Fire Plans Examiner | **Approved** | **Ken Gaines Ph: (386) 676-3333 email: Ken.Gaines@ormondbeach.org** |
| **Landscape Architect (10d) v.1**<br>Review conducted by the Landscape Architect | **Requires Re-submit** | **Cara Culliver Ph: (386) 676-3288 email: Cara.Culliver@ormondbeach.org** |
| **Landscape Architect (10d) v.2**<br>Review conducted by the Landscape Architect | **Requires Re-submit** | **Cara Culliver Ph: (386) 676-3288 email: Cara.Culliver@ormondbeach.org** |
| **Landscape Architect (10d) v.3**<br>Review conducted by the Landscape Architect | **Requires Re-submit** | **Cara Culliver Ph: (386) 676-3288 email: Cara.Culliver@ormondbeach.org** |
| **Planner 1 v.1**<br>Review conducted by Planner 1 | **Requires Re-submit** | **Robin Gawel Ph: (386) 676-3343 email: Robin.Gawel@ormondbeach.org** |
| **Planner 1 v.2**<br>Review conducted by Planner 1 | **Requires Re-submit** | **Robin Gawel Ph: (386) 676-3343 email: Robin.Gawel@ormondbeach.org** |
| **Planner 1 v.3**<br>Review conducted by Planner 1 | **Requires Re-submit** | **Robin Gawel Ph: (386) 676-3343 email: Robin.Gawel@ormondbeach.org** |
| **Planner 2 v.2**<br>Review conducted by Planner 2 | **Not Required** | |
| **Planner 2 v.1**<br>Review conducted by Planner 2 | **Requires Re-submit** | **Sarah Motes Ph: (386) 676-3345 email: Sarah.Motes@ormondbeach.org** |
| **Planner 3 v.1** | **Requires Re-submit** | **Noel Eaton Ph: (386) 676-3342 email: Noel.Eaton@ormondbeach.org** |

| | | |
|---|---|---|
| Review conducted by Planner 3 | | |
| **Planner 3 v.2**<br>Review conducted by Planner 3 | **Requires Re-submit** | **Noel Eaton Ph: (386) 676-3342 email: Noel.Eaton@ormondbeach.org** |
| **Planning Director v.1**<br>Review conducted by Planning Director | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Planning Director v.2**<br>Review conducted by Planning Director | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Planning Director v.3**<br>Review conducted by Planning Director | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Review QA (SPRC) v.1**<br>Final review conducted by the SPRC Coordinator | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Review QA (SPRC) v.2**<br>Final review conducted by the SPRC Coordinator | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Review QA (SPRC) v.3**<br>Final review conducted by the SPRC Coordinator | **Requires Re-submit** | **Steven Spraker email: Steven.Spraker@ormondbeach.org** |
| **Utility 1 v.1**<br>Review conducted by the Utility Department Reviewer 1 | **Requires Re-submit** | **Mike Stephenson Ph: (386) 676-3583 email: Mike.Stephenson@ormondbeach.org** |
| **Utility 1 v.2**<br>Review conducted by the Utility Department Reviewer 1 | **Requires Re-submit** | **Mike Stephenson Ph: (386) 676-3583 email: Mike.Stephenson@ormondbeach.org** |
| **Utility 1 v.3**<br>Review conducted by the Utility Department Reviewer 1 | **Requires Re-submit** | **Mike Stephenson Ph: (386) 676-3583 email: Mike.Stephenson@ormondbeach.org** |

# PLAN CORRECTIONS REPORT (SPRC-2024-000051)

eReview Session for SPRC Review v.1

**FILES:** 2024-08-16 UES Geotechical Report.pdf
2024-12 Circle K Nova & Hand - Drainage Report.pdf
2024-12-03 Circle K Nova & Hand - LA Plans.pdf
2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf
Landowner Agent Authorizations.pdf
Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf
SL1 - Photometric Plan.pdf
Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf
Warranty Deeds.pdf

| REVIEWER | MARKUP | DATE/TIME | FILE NAME | PG # |
|---|---|---|---|---|
| Mike | Change the proposed clean out to be a Sampling Manhole. Add City Standard Detail S-12A to the plan set. | 12/10/2024 5:53 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Mike | Ormond Beach | 12/10/2024 5:56 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 3 |
| Mike | Ormond Beach | 12/10/2024 5:56 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 3 |
| Mike | City Records indicate existing service line as being 3/4-inch in size. If applicant needs a larger size, discuss potential options with EOR. Open cutting Nova would require a FDOT permit | 12/10/2024 5:59 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Cara Culliver | Landscape Buffer Comments:<br><br>- West Buffer total lineal feet is 193' subtract 6' north buffer, 10' south buffer & 36' driveway = 141' (please show the match subtracting out the buffers/driveway), please revise the chart on both sheets.<br><br>- The west buffer has overhead power lines along the existing sidewalk and per FPL guidelines canopy trees shall be set back 30' feet, please specify understory trees along Nova Road.<br><br>- The north buffer total lineal footage is 347' (see Altamax Survey), please revise per mark-up. The required trees are 7, 65 shrubs & 65 ground covers.<br><br>- The east landscape buffer total lineal footage is 200' subtract 6' North Buffer & 10' South buffer = 184. The required trees are 9 trees, 92 shrubs & 92 ground covers.<br><br>- The south landscape buffer total lineal footage is 276.61 subtract 36' driveway = 240.61. The required trees are 7 trees, 72 shrubs & 72 ground covers. | 12/12/2024 6:40 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 193 LF Subtract 6' North Buffer, 10' South Buffer & 36' Driveway = 141' | 12/12/2024 6:49 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 347' LF Subtract 20' West Buffer = 327' | 12/12/2024 6:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Please key out all plant materials & planting design will be review once this comment is addressed.<br><br>- Please revise all landscape charts to removed "canopy" as we don't have a canopy tree requirement. | 12/12/2024 7:00 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 200 LF Subtract 6' North Buffer & 10' South Buffer = 184' | 12/12/2024 7:04 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 276.61' LF Subtract 36' Driveway = 240.61' | 12/12/2024 7:12 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Please screen transformer, see red line. | 12/12/2024 7:21 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |

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|---|---|---|---|---|---|
| Cara Culliver | Plant Schedule Comments:<br><br>- This site is not located near the beachside and some of the plant materials will not perform on the mainland. Fifty percent of the plant materials need to be drought tolerant & ornamental plant materials are acceptable.<br><br>- These plant material are not in our planting zone & suited for zone 10, please revise the CR, & CS.<br><br>- Also, the CU & CU2 are cold sensitive and will not perform on the mainland, please revise. Suggest using Glossy Privet (Ligustrum japonicum), East Palatka Holly, LIttle Gem Magnolia or Nellie R Stevens Holly. Hardy hedges are Sandankwa Viburnum, Japanese Yew, Wax Myrtle etc..<br><br>- Please check with Circle K as majority of the commercial properties like to use St. Augustine 'Floratam' within visible roadways such as Nova Road & Hand Avenue?<br><br>- Please use a hardier ground cover in place of the GP & HD as it doesn't do well in non-beach environments. Usually fizzles out. Suggestion would be Purple Society Garlic, Orange Bulbine, Parsoni Juniper, Blue My Mind Blue Daze etc...<br><br>- Please add height and spread to all plant materials.<br><br>- Fruit trees (Common Persimmon) will not count toward the required tree requirement and also it's not available per the PlantFinder as a tree. Available as a liner.<br><br>- Please see the cities plant materials guide in the LDC, Sec. 3-02(1)Trees.<br><br>- Multi-Trunked trees must be a combined 6" caliper, please revise the MC.<br><br>- The saw palmetto gets tall, please re-evaluate not to block signage or vehicular visibility navigating the parking lot. | 12/12/2024 | 7:23 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | These trees are to large for a 5' wide space, please revise. | 12/12/2024 | 7:44 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - A 5' wide plantable area is required between the building & sidewalk which abut parking area or driveway serving a parking lot. | 12/12/2024 | 7:46 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | - Please move trees back as they are on top of the building. Also, re-evaluate the Oaks behind the building. | 12/12/2024 | 7:50 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 26'-5 1/2" | 12/12/2024 | 7:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 26'-9 3/4" | 12/12/2024 | 7:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Please revise plantings around the monument sign as there are shrubs & trees are blocking the signage. | 12/12/2024 | 8:01 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 22'-4 3/4" | 12/12/2024 | 8:03 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Oak trees need to be spaced 30' feet at a minimum, please revise. | 12/12/2024 | 8:25 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Overhead powerlines along Nova Road | 12/12/2024 | 9:46 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |

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|---|---|---|---|---|
| Cara Culliver | Please provide a continuous screening hedge around the dumpster, one type. | 12/12/2024 9:54 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Per the LDC, the minimum tree requirement is figured as follows. Need to show both tree requirements and the more restrictive one applies. Also, need to show in a chart how the requirement are met. One tree is required for 1,500 SF of lot area or one tree is required for 400 SF of landscape area, the most restrictive applies.<br><br>- The site SF = 81,833 SF/1500 = 55 Required Trees<br>- Landscape Area = 39,594/400 SF = 99 Required Trees<br><br>Tree Credits as Follows:<br>(??) 2.5" caliper trees (1 tree credit) = ?? Trees<br>(??) 3.5" caliper trees (2 tree credits; See Mitigation Chart B) = ?? Trees<br>(??) Multi-Trunked trees (2 tree credits) = ?? Trees<br>TOTAL TREES PROVIDED = ?? Trees | 12/12/2024 10:03 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 10" Diam Min. | 12/12/2024 10:18 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | SECTION 3-05(c)(5) | 12/12/2024 10:31 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | VUA = 32,662 SF (see civil sheet C4.1) (x) 10% = 3,266 SF; currently not meeting this requirement.<br><br>- Please show on the landscape plan the SF for each area & provide a chart showing SF. | 12/12/2024 10:34 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Revise landscape calculations per comments. | 12/12/2024 10:41 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Redundant only need one plant list | 12/12/2024 10:41 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Revise all buffer calculations per comments. | 12/12/2024 10:42 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | Please use the City of Ormond Beach's planting details, search construction details on the city website. | 12/12/2024 10:49 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 3 |
| Cara Culliver | Please add city irrigation details 14A & 14B | 12/12/2024 10:50 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 7 |
| Cara Culliver | - Please show the existing reclaim water line that's comes across Nova Road into this site & show the existing reclaim size and connection. | 12/12/2024 10:52 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | - Please show the existing reclaim water line that's comes across Nova Road into this site & show the existing reclaim size and connection.<br><br>- In SPRC meeting reclaim is going to be the irrigation source if the client chooses too. | 12/12/2024 10:54 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Cara Culliver | irrigation legend cut off, please revise | 12/12/2024 10:57 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | - Discussed in SPRC that the irrigation source would be the existing reclaim which comes into this site off of Nova Road.<br><br>- If the source is reclaimed please document on the irrigation schedule lavender pipe will be used.<br><br>- Please show all irrigation zones with GPM & valve size. How many zones for this system?<br><br>- Provide irrigation specifications for mainline & lateral pipe add to irrigation legend. Pipe specifications & size.<br><br>- Please size all sleeves. | 12/12/2024 10:58 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |

| | | | | | |
|---|---|---|---|---|---|
| Cara Culliver | - Redundant, only need one irrigation legend | 12/12/2024 | 11:05 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 5 |
| Cara Culliver | - Please connect lateral pipe to irrigation heads & valve and size lateral pipe. Showing each zone for this system. | 12/12/2024 | 11:07 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | Please provide an existing tree legend, so tree type is identified. | 12/12/2024 | 11:21 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 7 |
| Cara Culliver | - The quantities and dollar value for the saved trees needs to be completed on the specimen tree spread sheet, SEE Mitigation Chart A.<br><br>- See tree survey as trees are missing in specimen tree calculations. | 12/12/2024 | 12:02 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | - Please show the trees to remain in this finger area & add to the chart. | 12/12/2024 | 12:08 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | - Total number of specimen trees = 35 trees divided by 1.88 = 18.6 trees per acre = (4) per acre = 8 trees required to be saved; Saved trees = 22 trees, please revise this chart | 12/12/2024 | 12:15 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11 | 12/12/2024 | 12:49 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 8 Trees + 8 palms/3 = 3 | 12/12/2024 | 12:49 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 2 Trees + 3 palms/3 = 1 | 12/12/2024 | 12:51 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 3 | 12/12/2024 | 12:52 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 22 Divided By 1.88 = 11.70 | 12/12/2024 | 12:52 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11.70 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 3 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 9 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | How are you mitigating for the (9) trees? Mitigation is in addition to minimum tree requirements. Specimen tree credit can be used for this mitigation. | 12/12/2024 | 12:55 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Add saved trees to legend | 12/12/2024 | 12:56 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Use City Tree Barricade Detail LS-4. | 12/12/2024 | 12:56 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 2 |
| Cara Culliver | Add L0.50 to Index of Sheets; Needs to be part of this set | 12/12/2024 | 12:58 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |
| Cara Culliver | Please include Sheet L0.50 within the landscape set | 12/12/2024 | 12:59 pm | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | #42, 13" Oak missing, please compare this list to the tree survey by Altamax Surveying | 12/13/2024 | 6:51 am | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Incorrect | 12/13/2024 | 6:53 am | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Use City standard detail LS-4 | 12/13/2024 | 6:56 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 5 |
| Steven Spraker | Please complete site plan application (in attachments folder). | 12/19/2024 | 8:12 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |
| Steven Spraker | The project abuts residential zoning and requires a neighborhood meeting. Please see the neighborhood meeting requirements uploaded in the attachments folder. | 12/19/2024 | 8:16 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |

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| Steven Spraker | Section 1-22 of the Land Development defines the use as a Convenience Store, type B. Section 2-57 of the Land Development Code provides these conditions:<br><br>Convenience food store, type A.<br>a.Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.<br>b.Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.<br>c.If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et seq.), as amended from time to time.<br>d.Shall be located at the intersection of two (2) public rights-of-way; this provision may be waived by the city commission, subject to the applicant demonstrating that the site will not have detrimental impacts to the traffic flow on the adjacent street.<br>(19)Convenience food store, type B. All the requirements for convenience stores, type A shall apply in addition to the following:<br>a.Traffic circulation shall be designed so as to provide safe ingress and egress.<br>b.The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store use and the gasoline pump area. | 12/19/2024 | 8:22 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |
| Steven Spraker | Please provide building elevations. Note Section 3-67 of the Land Development Code:<br>(1)Architectural drawings of all structures, including elevations of the front, sides and rear facades, and as deemed necessary by the planning director, an overhead view, perspective view and/or cross section view.<br>(2)Color charts or chips with manufacturer specifications of the building elevations.<br>(3)One (1) copy of the required drawings shall be rendered in color.<br>(4)All drawings shall depict building dimensions, construction materials, location of service areas, selected attributes, location of ground-mounted and roof-mounted mechanical equipment, screening devices, site furnishings, lighting fixtures, signage, and any other information as determined necessary to ensure consistency with the intent of this chapter by the planning director. | 12/19/2024 | 8:26 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |
| Steven Spraker | A demolition permit is required. Please schedule a walk-through with the City Engineer Inspector, Jason Weidenmiller (Jason.weidenmiller@omrondbeach.org) for water and sewer connection fee credits. | 12/19/2024 | 8:29 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 6 |
| Steven Spraker | Construction fencing<br>Section 2-50(n)(7) of the Land Development Code requires the use of construction fencing with screening along major roadways such as Hand Avenue and Nova Road. Please call out the construction fencing on the demolition plan. | 12/19/2024 | 8:29 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 6 |
| Steven Spraker | Discuss building orientation, It appears the site plan is using Nova Road as the front yard, but the building (and doors) are orientated to Hand Avenue. | 12/19/2024 | 8:45 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Steven Spraker | City staff are not supportive of a full access connection point with Hand Avenue. Staff's recommendation would be a right in and right out turning movement. | 12/19/2024 | 8:48 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |

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| Steven Spraker | Buffer Wall<br>A buffer wall of 6' high is required for projects that abut residential uses in accordance with Section 2-50(n)(14) of the Land Development Code. The Site Plan Review Committee may allow a maximum wall height of eight feet (8') to promote privacy and reduce noise, glare, and visual impacts of the non-residential use. | 12/19/2024 8:55 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | The original concept plan had the building with the rear yard abutting the residential uses. This site design appeared to provide a buffer to the residential uses to the east of the property. Please detail why the building orientation has been modified and the proposed buffering for the residential uses to the east of this property. | 12/19/2024 8:56 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | Please provide building and canopy elevations and detail which architectural style has been selected. | 12/19/2024 9:01 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | Please add a note that glare guards are required on any light fixtures within 100' of residential properties - please see Section 3-68(9)(b)(8) of the Land Development Code. | 12/19/2024 9:09 am | SL1 - Photometric Plan.pdf | 1 |
| Steven Spraker | Please provide a detail of the proposed light fixture. | 12/19/2024 9:12 am | SL1 - Photometric Plan.pdf | 1 |
| David | Civil-Provide seasonal high ground water elevation with comparison to the actual elevations of the bottom and top of stone bed. | 12/20/2024 11:10 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 15 |
| David | Civil-Provide Fuel Pump Plans as noted above. Provide a cross-section of the tanks that show the depth of cover, the dimensions of the tanks, show the seasonal high ground water elevation. The Geotechnical report referenced the possibility of dewatering during the construction. If there is an intersection of the tank and the SHGW elevation provide documentation on the buoyancy evaluation. | 12/20/2024 11:14 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| David | Civil-Show the calculation for the volume at each stage. Include the percent voids and provide documentation of this percentage and factor of safety. | 12/20/2024 11:29 am | 2024-12 Circle K Nova & Hand - Drainage Report.pdf | 46 |
| David | Civil-This part of the plan sheet was blank. | 12/20/2024 11:36 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 11 |
| David | Civil-Will the Manhole Lid fit into a frame? Will the diameter of the opening be sufficient to allow the maintenance to both sides of the weir wall? | 12/20/2024 11:44 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| David | Civil- Provide the hydraulic gradeline calculations for the pipe system. Use the 24 year 24 hour peak stage as the tailwater. Add a 5 year storm. | 12/20/2024 11:48 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| Steven Spraker | How is the strip of land, not part of the development, to be preserved - tree preservation easement? | 12/23/2024 11:07 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Sarah.Motes | During the SPRC meeting, the Fire Department expressed interest in being part of the demolition for training purposes. Please also contact Ken Gaines, Ken.Gaines@ormondbeach.org or Nate Quartier, Nathan.Quartier@ormondbeach.org. | 12/28/2024 5:44 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 6 |
| Sarah.Motes | The property is addressed off of Nova Road and the building orientation should be oriented towards the road the property is addressed from. Review building orientation options as staff would not be supportive of this configuration and potential increased impacts to the adjacent residential. | 12/28/2024 5:49 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Sarah.Motes | On the light detail, please provide height from top of pole. The maximum height is 20 feet and the lights should have glare guards as directed by Steven's comment. | 12/28/2024 5:52 am | SL1 - Photometric Plan.pdf | 1 |

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| Sarah.Motes | Were colored elevation drawings of the proposed building and canopy provided? I did not see any on the plan set. A full set of color renderings are required. Please demonstrate which architectural style is selected and how it is being met. Please also provide a color/material breakdown for each building facade. Ensure there is a peak height identified on the elevations as the plan set states the building will be at 35-foot max height. The B-8 max height allowance is 30 feet. Please review. | 12/28/2024 5:54 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Sarah.Motes | NOTE - all signage (building premises, wall signage, and canopy signage all require their own separate permit and shall comply with the City's signage standards in Sections 3-47, 3-48, and 3-70.<br><br>Also - a separate permit will be required for the dumpster enclosure and shall comply with the City's standard construction details, M-6 | 12/28/2024 5:57 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Robin Gawel | The FFE elevation of the building must be 18" above the highest crown of the roads. Please provide the crown of the road elevation on hand avenue and nova road and revise the proposed FFE to be 18" above. | 12/28/2024 12:05 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | - The tree survey needs to be updated to not include the finger parcel as it's my understanding it is NOT included with this project. Revise map to reflect not including this parcel. | 02/24/2025 11:00 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 1 |
| Cara Culliver | - The tree survey needs to be updated to not include the finger parcel as it's my understanding it is NOT included with this project. Revise tree chart to reflect not including this parcel. | 02/24/2025 11:03 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |
| Cara Culliver | - Remove the matchline as this north parcel is NOT included & close off the parcel line. | 02/24/2025 11:15 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |
| Cara Culliver | Please remove this finger parcel as it's not part of this project. | 02/25/2025 4:36 am | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |

## eReview Session for SPRC Review v.2

**FILES:** 2024-08-16 UES Geotechical Report.pdf
2024-12 Circle K Nova & Hand - Drainage Report.pdf
2024-12-03 Circle K Nova & Hand - LA Plans.pdf
2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf
2025-02-14 Circle K Nova & Hand - Comment Response Letter.pdf
Circle K Nova & Hand - COB Site Plan Application.pdf
Circle K Nova & Hand - Conditional Use Narrative.pdf
Circle K Nova & Hand - MDM Fuel Tank Plans.pdf
Circle K Nova & Hand - Neighborhood Meeting Summary Package.pdf
Landowner Agent Authorizations.pdf
Other-2025-02 Circle K Nova & Hand - Drainage Report-2025-02-14_v1.pdf
Other-2025-02-14 Circle K Nova & Hand - CIVIL Plans-2025-02-14_v1.pdf
Other-2025-02-14 Circle K Nova & hand - HGL Calculations-2025-02-14_v1.pdf
Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf
RDC_Architectural_Elevations 2025-02-11.pdf
RDC_Architectural_ResponseLetter 2025-02-11.pdf
RL-9903-S1-R2_Site Lighting Plans and Details.pdf
Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf
SL1 - Photometric Plan.pdf
Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf
Warranty Deeds.pdf

| REVIEWER | MARKUP | DATE/TIME | FILE NAME | PG # |
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| Cara Culliver | Landscape Buffer Comments:<br><br>- West Buffer total lineal feet is 193' subtract 6' north buffer, 10' south buffer & 36' driveway = 141' (please show the match subtracting out the buffers/driveway), please revise the chart on both sheets.<br><br>- The west buffer has overhead power lines along the existing sidewalk and per FPL guidelines canopy trees shall be set back 30' feet, please specify understory trees along Nova Road.<br><br>- The north buffer total lineal footage is 347' (see Altamax Survey), please revise per mark-up. The required trees are 7, 65 shrubs & 65 ground covers.<br><br>- The east landscape buffer total lineal footage is 200' subtract 6' North Buffer & 10' South buffer = 184. The required trees are 9 trees, 92 shrubs & 92 ground covers.<br><br>- The south landscape buffer total lineal footage is 276.61 subtract 36' driveway = 240.61. The required trees are 7 trees, 72 shrubs & 72 ground covers. | 12/12/2024 | 6:40 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 193 LF Subtract 6' North Buffer, 10' South Buffer & 36' Driveway = 141' | 12/12/2024 | 6:49 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 347' LF Subtract 20' West Buffer = 327' | 12/12/2024 | 6:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Please key out all plant materials & planting design will be review once this comment is addressed.<br><br>- Please revise all landscape charts to removed "canopy" as we don't have a canopy tree requirement. | 12/12/2024 | 7:00 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 200 LF Subtract 6' North Buffer & 10' South Buffer = 184' | 12/12/2024 | 7:04 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 276.61' LF Subtract 36' Driveway = 240.61' | 12/12/2024 | 7:12 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Please screen transformer, see red line. | 12/12/2024 | 7:21 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |

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| Cara Culliver | Plant Schedule Comments:<br><br>- This site is not located near the beachside and some of the plant materials will not perform on the mainland. Fifty percent of the plant materials need to be drought tolerant & ornamental plant materials are acceptable.<br><br>- These plant material are not in our planting zone & suited for zone 10, please revise the CR, & CS.<br><br>- Also, the CU & CU2 are cold sensitive and will not perform on the mainland, please revise. Suggest using Glossy Privet (Ligustrum japonicum), East Palatka Holly, LIttle Gem Magnolia or Nellie R Stevens Holly. Hardy hedges are Sandankwa Viburnum, Japanese Yew, Wax Myrtle etc..<br><br>- Please check with Circle K as majority of the commercial properties like to use St. Augustine 'Floratam' within visible roadways such as Nova Road & Hand Avenue?<br><br>- Please use a hardier ground cover in place of the GP & HD as it doesn't do well in non-beach environments. Usually fizzles out. Suggestion would be Purple Society Garlic, Orange Bulbine, Parsoni Juniper, Blue My Mind Blue Daze etc...<br><br>- Please add height and spread to all plant materials.<br><br>- Fruit trees (Common Persimmon) will not count toward the required tree requirement and also it's not available per the PlantFinder as a tree. Available as a liner.<br><br>- Please see the cities plant materials guide in the LDC, Sec. 3-02(1)Trees.<br><br>- Multi-Trunked trees must be a combined 6" caliper, please revise the MC.<br><br>- The saw palmetto gets tall, please re-evaluate not to block signage or vehicular visibility navigating the parking lot. | 12/12/2024 | 7:23 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | These trees are to large for a 5' wide space, please revise. | 12/12/2024 | 7:44 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Please move trees back as they are on top of the building. Also, re-evaluate the Oaks behind the building. | 12/12/2024 | 7:50 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 26'-5 1/2" | 12/12/2024 | 7:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 26'-9 3/4" | 12/12/2024 | 7:51 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | - Please revise plantings around the monument sign as there are shrubs & trees are blocking the signage. | 12/12/2024 | 8:01 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 22'-4 3/4" | 12/12/2024 | 8:03 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Oak trees need to be spaced 30' feet at a minimum, please revise. | 12/12/2024 | 8:25 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Overhead powerlines along Nova Road | 12/12/2024 | 9:46 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | Please provide a continuous screening hedge around the dumpster, one type. | 12/12/2024 | 9:54 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |

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| Cara Culliver | - Per the LDC, the minimum tree requirement is figured as follows. Need to show both tree requirements and the more restrictive one applies. Also, need to show in a chart how the requirement are met. One tree is required for 1,500 SF of lot area or one tree is required for 400 SF of landscape area, the most restrictive applies.<br><br>- The site SF = 81,833 SF/1500 = 55 Required Trees<br>- Landscape Area = 39,594/400 SF = 99 Required Trees<br><br>Tree Credits as Follows:<br>(??) 2.5" caliper trees (1 tree credit) = ?? Trees<br>(??) 3.5" caliper trees (2 tree credits; See Mitigation Chart B) = ?? Trees<br>(??) Multi-Trunked trees (2 tree credits) = ?? Trees<br>TOTAL TREES PROVIDED = ?? Trees | 12/12/2024 | 10:03 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | 10" Diam Min. | 12/12/2024 | 10:18 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 2 |
| Cara Culliver | SECTION 3-05(c)(5) | 12/12/2024 | 10:31 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | VUA = 32,662 SF (see civil sheet C4.1) (x) 10% = 3,266 SF; currently not meeting this requirement.<br><br>- Please show on the landscape plan the SF for each area & provide a chart showing SF. | 12/12/2024 | 10:34 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Revise landscape calculations per comments. | 12/12/2024 | 10:41 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Redundant only need one plant list | 12/12/2024 | 10:41 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | - Revise all buffer calculations per comments. | 12/12/2024 | 10:42 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | Please use the City of Ormond Beach's planting details, search construction details on the city website. | 12/12/2024 | 10:49 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 3 |
| Cara Culliver | Please add city irrigation details 14A & 14B | 12/12/2024 | 10:50 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 7 |
| Cara Culliver | - Please show the existing reclaim water line that's comes across Nova Road into this site & show the existing reclaim size and connection. | 12/12/2024 | 10:52 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | irrigation legend cut off, please revise | 12/12/2024 | 10:57 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | - Discussed in SPRC that the irrigation source would be the existing reclaim which comes into this site off of Nova Road.<br><br>- If the source is reclaimed please document on the irrigation schedule lavender pipe will be used.<br><br>- Please show all irrigation zones with GPM & valve size. How many zones for this system?<br><br>- Provide irrigation specifications for mainline & lateral pipe add to irrigation legend. Pipe specifications & size.<br><br>- Please size all sleeves. | 12/12/2024 | 10:58 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |
| Cara Culliver | - Redundant, only need one irrigation legend | 12/12/2024 | 11:05 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 5 |
| Cara Culliver | - Please connect lateral pipe to irrigation heads & valve and size lateral pipe. Showing each zone for this system. | 12/12/2024 | 11:07 am | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 6 |

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| Cara Culliver | - The quantities and dollar value for the saved trees needs to be completed on the specimen tree spread sheet, SEE Mitigation Chart A.<br><br>- See tree survey as trees are missing in specimen tree calculations. | 12/12/2024 | 12:02 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | - Please show the trees to remain in this finger area & add to the chart. | 12/12/2024 | 12:08 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | - Total number of specimen trees = 35 trees divided by 1.88 = 18.6 trees per acre = (4) per acre = 8 trees required to be saved; Saved trees = 22 trees, please revise this chart | 12/12/2024 | 12:15 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11 | 12/12/2024 | 12:49 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 8 Trees + 8 palms/3 = 3 | 12/12/2024 | 12:49 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 2 Trees + 3 palms/3 = 1 | 12/12/2024 | 12:51 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 3 | 12/12/2024 | 12:52 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 22 Divided By 1.88 = 11.70 | 12/12/2024 | 12:52 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11.70 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 11 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 3 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | 9 | 12/12/2024 | 12:53 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | How are you mitigating for the (9) trees? Mitigation is in addition to minimum tree requirements. Specimen tree credit can be used for this mitigation. | 12/12/2024 | 12:55 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Add saved trees to legend | 12/12/2024 | 12:56 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Use City Tree Barricade Detail LS-4. | 12/12/2024 | 12:56 pm | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 2 |
| Cara Culliver | Please include Sheet L0.50 within the landscape set | 12/12/2024 | 12:59 pm | 2024-12-03 Circle K Nova & Hand - LA Plans.pdf | 1 |
| Cara Culliver | #42, 13" Oak missing, please compare this list to the tree survey by Altamax Surveying | 12/13/2024 | 6:51 am | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| Cara Culliver | Incorrect | 12/13/2024 | 6:53 am | 2024-12-03 Circle K Nova & Hand - LA Tree Mitigation Plans.pdf | 1 |
| David | Civil-Show the calculation for the volume at each stage. Include the percent voids and provide documentation of this percentage and factor of safety. | 12/20/2024 | 11:29 am | 2024-12 Circle K Nova & Hand - Drainage Report.pdf | 46 |
| Cara Culliver | - The specimen tree chart shall only include tree within the gas station parcel & remove any trees associated with the north finger parcel.<br><br>- Tree numbering is incorrect? Where are trees 1-21? | 02/20/2025 | 3:25 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Cara Culliver | - There are no tree numbers for 33-62, please correct.<br><br>- See tree survey comments | 02/20/2025 | 3:30 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Cara Culliver | - Removing (2) 18" Oak trees, (#'s: 1, & 66).<br><br>- See City OB LA's chart in the attachments folder. | 02/20/2025 | 3:53 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Mike | Correct Detail information is called out, but the listed detail S-12A does not appear to be present on Sheet C8.0. Please review and add detail to the plan set | 02/21/2025 | 8:17 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |

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| Mike | Advisory: Recommend calling out what the Contractor's responsibilities are when connecting the proposed storm to existing structure. i.e. Contractor to core existing inlet and grout around new connection point ? | 02/21/2025 8:22 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| Mike | The proposed storm pipe appears to be scheduled to go through the neighboring property's fence. Additionally, there appears to be an existing tree at the property corner when using google earth. I am not a tree expert, but I imagine the proposed construction would result in significant root damage to such tree. Has the EOR or applicant discussed the proposed impacts to the tree/fence with the adjacent home owner at 420 Collins ? | 02/21/2025 8:26 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| Cara Culliver | - The tree survey needs to be updated to not include the finger parcel as it's my understanding it is NOT included with this project. Revise map to reflect not including this parcel. | 02/24/2025 11:00 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 1 |
| Cara Culliver | - The tree survey needs to be updated to not include the finger parcel as it's my understanding it is NOT included with this project. Revise tree chart to reflect not including this parcel. | 02/24/2025 11:03 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |
| Cara Culliver | - All of the tree numbers on this plan shall be listed below. | 02/24/2025 11:10 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Cara Culliver | - Remove the matchline as this north parcel is NOT included & close off the parcel line. | 02/24/2025 11:15 pm | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |
| Cara Culliver | - Total number of specimen trees = 12 trees divided by 1.88 = 18.6 trees per acre = (4) trees per acre = 8 trees required to be saved. If not saved they have to be mitigated for. | 02/24/2025 11:24 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Cara Culliver | Please remove the north parcel lines as it's not included with this project. Revise ALL sheets. | 02/24/2025 11:27 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 1 |
| Cara Culliver | - Please remove this parcel as it's my understanding its NOT included with this project.<br><br>- Update the tree chart to only include trees associated with the existing bank parcel. | 02/24/2025 11:53 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 6 |
| Cara Culliver | Please remove the north parcel lines as it's not included with this project.<br><br>- Also close the parcel off to reflect the bank parcel only, see red line. | 02/24/2025 11:56 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 7 |
| Cara Culliver | - Please remove this parcel as it's my understanding its NOT included with this project. | 02/24/2025 11:58 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Cara Culliver | Please remove the north parcel lines as it's not included with this project. | 02/24/2025 11:59 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | - Please see previous comments regarding site requirements & refer to civil plans C4.1 for parcel SF & pervious area calculations, what is stated is incorrect. | 02/25/2025 12:01 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - See previous comments regarding tree credits chart & provide calculations in this format as explained & shown.<br><br>- 50% of the required trees which is 99 trees are required to be native. So (50) of the required trees shall be native.<br><br>- Coordinate light poles with proposed trees. | 02/25/2025 12:03 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Per previous comment, the total lineal feet is 347' see Altamax survey. You are not including the other 50' foot length as shown on the survey. | 02/25/2025 1:35 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Please show the math on how your arrived at the 141 LF, as shown on the previous comments. | 02/25/2025 1:40 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |

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|---|---|---|---|---|---|
| Cara Culliver | Please remove the trees out of the hedge area and plant within the 20' foot buffer. | 02/25/2025 | 1:48 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Monument sign can be placed more forward & is allowed 5' feet from the property line. | 02/25/2025 | 1:49 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | Please identify the rectangular box? | 02/25/2025 | 1:52 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | Please provide a continuous hedge | 02/25/2025 | 2:01 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Please show the math on how your arrived at the 241 LF, as shown on the previous comments. | 02/25/2025 | 2:03 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | The DX & BF will not be seen with the tall SB, please place the ground covers in the foreground. | 02/25/2025 | 2:35 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Monument sign can be placed more forward & is allowed 5' feet from the property line. | 02/25/2025 | 2:37 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | The IN will block the monument sign | 02/25/2025 | 2:39 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | There needs to be a continuous hedge (24" hgt min,)and probably will go around the back of the monument sign, please revise | 02/25/2025 | 2:40 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | What is this plant material, not seeing it keyed out? | 02/25/2025 | 2:41 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | What is this plant material? | 02/25/2025 | 2:42 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | What is this plant material? | 02/25/2025 | 2:42 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | IW & ZF at 3 gallon is available at 12"-15" height & should be spaced at 24" on center, please revise. PM shall be spaced 24" on center due to narrow habit. The IN is available at 12"-15" height, please revise and shall be spaced 30" on center. | 02/25/2025 | 2:46 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | HF, available at 18"-22" height, please reivse | 02/25/2025 | 2:53 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Please show the math on how your arrived at the 184 LF, as shown on the previous comments. | 02/25/2025 | 2:55 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - All screening hedges shall be 24" height at the time of planting, please revise the IN<br><br>- How are you mitigating for the (20) Specimen trees required at 4.5" caliper? | 02/25/2025 | 2:56 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | What is this plant material? | 02/25/2025 | 2:58 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | Continue the PM hedge along the dumpser, see red line | 02/25/2025 | 3:00 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Per previous comment the VUA please show the SF footage of each area & provide a chart showing the SF. | 02/25/2025 | 3:05 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | Suggest (5) trunks as with (3) trunks each trunk would have to be 2" inches & not likely. | 02/25/2025 | 3:11 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | 160'-4" | 02/25/2025 | 3:16 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | The MO at 160' feet would equal 53 plants, please revise & check all MO quantities | 02/25/2025 | 3:17 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | 105'-8 3/4" | 02/25/2025 | 3:19 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | The MO at the curve is not accounted for, please revise | 02/25/2025 | 3:19 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |
| Cara Culliver | - Are you connecting to the existing reclaim water line? If so provide notes and all irrigation materials shall be lavender in color and noted on the irrigation legend. | 02/25/2025 | 3:32 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Per previous comment, please size ALL irrigation sleeves | 02/25/2025 | 3:36 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Provide planting in this planting area | 02/25/2025 | 3:48 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 3 |

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|---|---|---|---|---|---|
| Cara Culliver | - Per previous comment, please show the irrigation source & connection to source, meter & backflow preventer size on the utility plan. | 02/25/2025 | 3:53 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Cara Culliver | Please remove the north parcel lines as it's not included with this project. Revise ALL sheets.<br><br>- Close the parcel line | 02/25/2025 | 3:56 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Cara Culliver | Previous comment regarding irrigation connection? | 02/25/2025 | 4:05 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Connecting into what water source? Provide information on the irrigation legend. | 02/25/2025 | 4:05 am | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Please remove the north parcel lines as it's not included with this project.<br><br>- Also close the parcel off to reflect the bank parcel only, see red line. | 02/25/2025 | 4:25 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 11 |
| Cara Culliver | - The proposed piping needs to run along the side of the building and not compromise the planting of the landscape buffer, please revise. | 02/25/2025 | 4:28 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| Cara Culliver | - The proposed piping & water line needs to run along the side of the building and not compromise the planting of the landscape buffer, please revise or run under the pavement. | 02/25/2025 | 4:31 am | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| Cara Culliver | Please remove this finger parcel as it's not part of this project. | 02/25/2025 | 4:36 am | Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf | 2 |
| David | Civil-The location of D-4 and D-5 is upstream of the weir at the control structure therefore the tailwater should be the peak stage of the stormwater underground system. Provide additional data for the hydraulic grade line at D-5 verse the top of the inlet. Provide a profile of the pipe system and underground system verse the grate elevation of the inlets. | 03/03/2025 | 10:08 pm | Other-2025-02-14 Circle K Nova & hand - HGL Calculations-2025-02-14_v1.pdf | 4 |
| David | Civil-What is the Maximum stage on the upstream side of the weir in CS-1? When the upstream side of the weir is at the maximum stage what does that do to the elevation in D_5? | 03/03/2025 | 11:39 pm | Other-2025-02 Circle K Nova & Hand - Drainage Report-2025-02-14_v1.pdf | 58 |
| Steven Spraker | On the site plan, the required buffer wall is called out as a fence. Please change the term fence to wall. Please provide a wall detail in the plan set. | 03/04/2025 | 5:17 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | The end of the wall should occur at the landscape buffer or 10' from the property line. Please note the distance of the wall as 10' on the site plan. | 03/04/2025 | 5:18 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | For the site access on Hand Avenue, the SPRC shall require a right in and right out only. Please add the necessary striping, signage and raised porkchop to the site plan.<br><br>It is unclear what the DO NOTBLOCK INTERSECTION SYMBOL in the Hand Avenue right-of-way is. The Hand Avenue right-of-way should have a solid double yellow line. | 03/04/2025 | 5:20 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Robin Gawel | The FFE of the structure must be 18" above the COR. This will need to be updated on all plans | 03/04/2025 | 8:32 pm | Other-2025-02-14 Circle K Nova & Hand - CIVIL Plans-2025-02-14_v1.pdf | 9 |
| Robin Gawel | COR = 30.48 | 03/04/2025 | 8:40 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 7 |
| Robin Gawel | The FFE must be 18" above the COR. The COR identified on previous page is 30.48. This makes the proposed FFE -2.08' below the Crown of Road. | 03/04/2025 | 8:41 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |

eReview Session for SPRC Review v.3

**FILES:** 2025-04-21 Circle K Nova & Hand - Drainage Report.pdf
Comment Response Letter 2025-04-21.pdf
Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf
Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf

# PLAN CORRECTIONS REPORT (SPRC-2024-000051)

Survey-2024-11-06 Altamax Boundary and Topographic Survey-2024-12-04_v1.pdf

| REVIEWER | MARKUP | DATE/TIME | FILE NAME | PG # |
|---|---|---|---|---|
| Mike | Please provide the City with a copy of an FDOT Utility permit once obtained | 04/24/2025 4:56 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 14 |
| Cara Culliver | If this is one parcel as shown & stated, please remove this property line | 04/30/2025 3:14 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 8 |
| Cara Culliver | Remove property line - line work & use a different line to represent limit of works | 04/30/2025 3:15 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | Please run the pipe as shown as it can go under the sidewalk pavement | 04/30/2025 3:28 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |
| Cara Culliver | - See comment made on sheet 5.0<br><br>- Once the pipe is past the building please run it closer to parking edge | 04/30/2025 3:32 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 14 |
| Cara Culliver | -28 & not 0, please revise | 04/30/2025 5:04 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | 3 & not 2 | 04/30/2025 5:06 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | -48 | 04/30/2025 5:07 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | Total pervious is 39,594 SF/400= 99 Required Trees | 04/30/2025 6:57 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Please show the tree numbers & reference sheet L0.51 for tree type/chart | 04/30/2025 7:01 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | This sheet is not necessary as this is shown on sheet L1.00. | 04/30/2025 7:10 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 6 |
| Cara Culliver | - Reference Sheet number L1.03. | 04/30/2025 7:12 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Coordinate light poles w/proposed trees (shade trees are not appropriate) | 04/30/2025 7:14 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Light poles | 04/30/2025 7:14 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Please show plant list on sheet L1.01 | 04/30/2025 7:16 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | - Please move plant list to this sheet. | 04/30/2025 7:16 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Revise pointer to point to LG tree | 04/30/2025 7:18 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | All interior or terminal landscape islands, these trees shall be 3.5" caliper minimum (see green clouded areas), please revise | 04/30/2025 7:21 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Move the tree east to be farther away from the light pole | 04/30/2025 7:24 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Please key out this plant material | 04/30/2025 7:28 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Per previous comment, there needs to be a hedge (24" hgt min.) and shall be placed around the back of the monument sign, please revise. | 04/30/2025 7:31 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Informational, the monument sign can be placed more forward & is allowed 5' feet from the property line | 04/30/2025 7:34 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Cara Culliver | SB should be a background plant please revise | 04/30/2025 7:38 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Move the tree to the west due to light pole | 04/30/2025 7:39 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Remove property line & show a different line for the limit of work | 04/30/2025 7:43 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Remove property line word | 04/30/2025 7:45 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Screening hedge needs to be 24" height min. & quantity doesn't account for the north hedge, please revise | 04/30/2025 7:47 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |

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|---|---|---|---|---|---|
| Cara Culliver | - For all the buffers please show the actual plant numbers that were provided | 04/30/2025 | 7:56 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Provide native info | 04/30/2025 | 8:00 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Please provide height & spread for all shrubs | 04/30/2025 | 8:01 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Please break the east buffer into 2 calculations, one to the limit of work line & other from limit of work line to the north end | 04/30/2025 | 8:12 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Green line needs to be a 24" hgt screen hedge | 04/30/2025 | 8:22 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Please revise the placement of the PM and place along the wall and the IN in the front of the PM | 04/30/2025 | 8:25 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | The MO & the PM will compete with each other, select low shrubs in front of the PM around the dumpster | 04/30/2025 | 8:28 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | Usually commercial businesses use St. Augustine Floratam along visible roads & not Bahia | 04/30/2025 | 8:31 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 5 |
| Cara Culliver | - For all the buffers please show the actual plant numbers that were provided | 04/30/2025 | 8:42 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Complete chart for impervious/pervious area for trees removed | 04/30/2025 | 8:45 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | Any landscaping within the required buffers can not be included in the VUA area, remove from calculation | 04/30/2025 | 8:56 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | This is not considered VUA area | 04/30/2025 | 8:58 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | 20' & 6' foot Landscape Buffers can't be included in VUA area, revise calculation | 04/30/2025 | 8:59 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Please provide the actual SF | 05/01/2025 | 3:03 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Provide the actual SF | 05/01/2025 | 3:04 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | Please add a note if Crape Myrtles are improperly pruned per tree abuse code, they will be required to be replaced. | 05/01/2025 | 3:11 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | The required trees within these buffer is 44 and only showing 41, please place the remaining (3) trees on the improvement part of the project. | 05/01/2025 | 3:54 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 4 |
| Cara Culliver | The additional tree information is inaccurate as the site needs 99 required trees and must meet all the buffer requirements | 05/01/2025 | 3:58 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 7 |
| Cara Culliver | Change line type so it doesn't represent a property line | 05/01/2025 | 4:00 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 11 |
| Cara Culliver | Irrigation mainline wouldn't be multiple sizes, please revise (see red ovals) | 05/01/2025 | 4:04 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 11 |
| Cara Culliver | Per previous comment, please size ALL irrigation sleeves | 05/01/2025 | 4:06 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 11 |
| Cara Culliver | Per previous comment, all irrigation material shall be lavender in color when connection to reuse. Provide this note on the legend. | 05/01/2025 | 4:07 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 11 |
| Cara Culliver | Provide mainline size on legend | 05/01/2025 | 4:09 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 11 |
| Cara Culliver | Specimen tree credit of (28) trees will be used to satisfy protected tree mitigation above. | 05/01/2025 | 4:17 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | Remove tree fund amount | 05/01/2025 | 4:18 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |
| Cara Culliver | Add note | 05/01/2025 | 4:19 pm | Other-2025-02-14 Circle K Nova & Hand - LA Plans-2025-02-14_v1.pdf | 2 |

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| Steven Spraker | There has been a Site Plan Review Committee scheduled for May 14, 2025, starting at 9am to review this project. The intent of this meeting is to provide a final Site Plan Review Committee determination on this project. Staff is aware that the items of (1) hours of operation and (2) left hand turning movement onto Hand Avenue that may lead to appeal of a Site Plan Review Committee. Any interested individual would have the ability to address the Site Plan Review Committee and provide information on the project. The Site Plan Review Committee may act upon the overall application and condition approval based on the resolution of remaining technical comments. | 05/02/2025 | 12:56 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 1 |
| Steven Spraker | Previous site plan comments have focused on the left hand turning movement from the site onto Hand Avenue. Planning staff would recommend a right in and right out turning movement with a raised pork chop at this access point. The existing traffic striping is double yellow indicate that no left hand turn movements are allowed. Staff has observed traffic in this area that would make this an unsafe movement. | 05/02/2025 | 1:03 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Steven Spraker | Please verify that the landscape plan screens the air/vacuum station. | 05/02/2025 | 1:11 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| Robin Gawel | See elevations circled on previous pages. Per the city engineer: The burb line of Nova Rd is at elevation 28.8 and the sidewalk is at approximately elevation 29. In my opinion, the FFE should be at least at elevation 29. | 05/05/2025 | 7:54 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 9 |
| David | Civil-Stormwater report show bottom of trench at 18.5 elev, | 05/07/2025 | 5:33 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| David | Civil-Based on the section within the plans the top of the chambers is 22.11. Where does the additional volume come from? | 05/07/2025 | 5:41 pm | 2025-04-21 Circle K Nova & Hand - Drainage Report.pdf | 48 |
| David | Civil- Structure CS-1 is a manhole. Is the cover of the manhole solid? If so there is no weir at the top. | 05/07/2025 | 5:48 pm | 2025-04-21 Circle K Nova & Hand - Drainage Report.pdf | 49 |
| David | Civil-Since the system is a closed underground system, would there be a top clip that limits the extrapolation? | 05/07/2025 | 6:54 pm | 2025-04-21 Circle K Nova & Hand - Drainage Report.pdf | 50 |
| David | Civil-Please review the change in grade for the driveway. The difference of 0.07' (approximately 1 inch) does not seem to be sufficient. The gutter on Nova Road many times runs full and will spill over into the project site. | 05/07/2025 | 7:08 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 13 |
| David | Civil- Please evaluate the FFE for the building. While it matches the existing, the bank building always appeared to be in a hole. | 05/07/2025 | 7:12 pm | Site Plan-2025-02-14 Circle K Nova & Hand - CIVIL Plans_-2025-02-14_v2.pdf | 12 |

Plotted By:Galaz, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L0.50 April 21, 2025 04:04:10pm K:\dab_civil\149880169-circle k –nova & hand\CADD\CONST\plansheets\L0.50 – TREE MITIGATION PLAN.dwg
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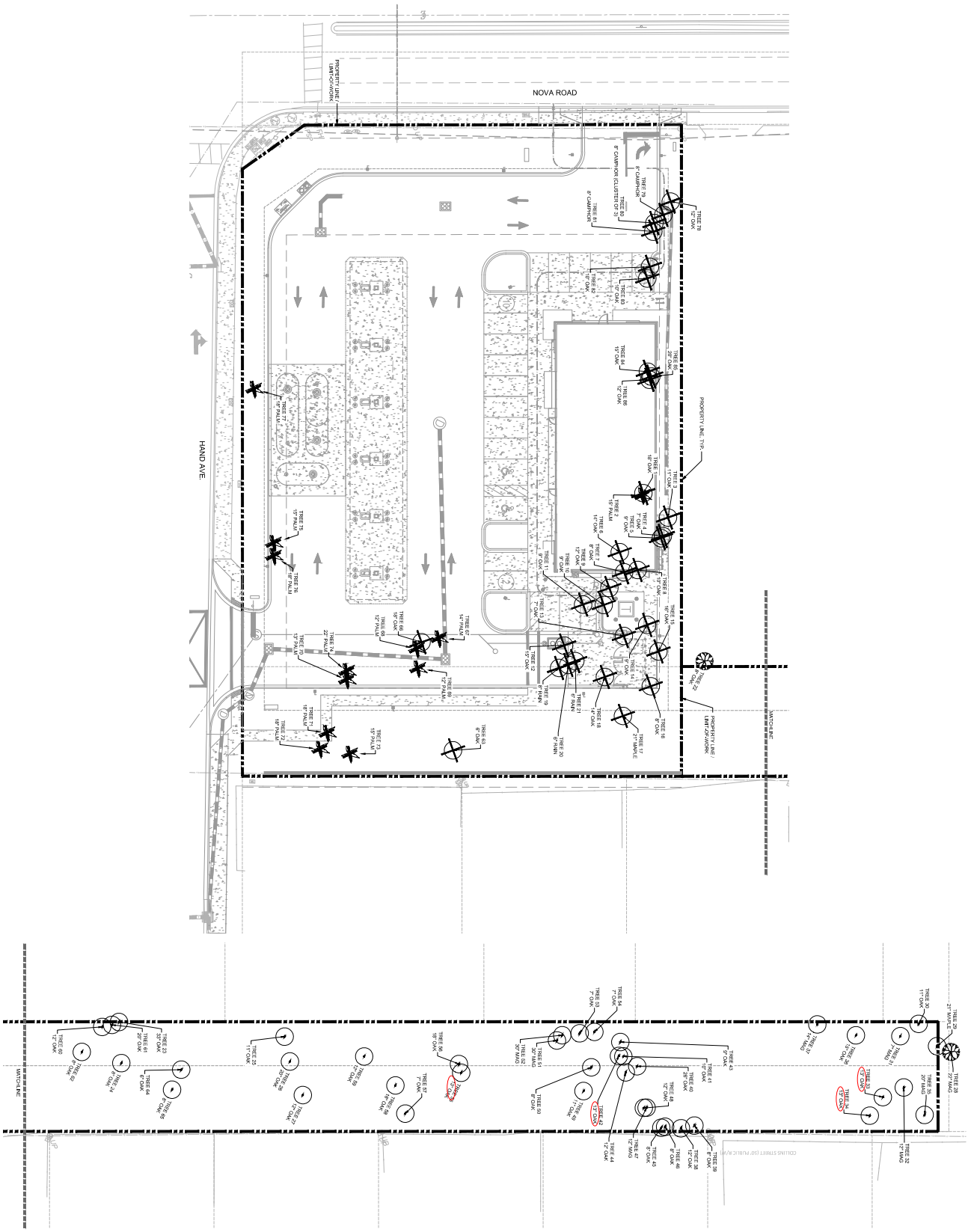


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GRAPHIC SCALE IN FEET
0 20 40

TREE MITIGATION LEGEND:
- TREE TO REMAIN
- TREE TO BE REMOVED
- PALM TO BE REMOVED
- OFF-SITE TREE

NOTE:
- SEE SHEET L0.51 FOR TREE INVENTORY CHART AND CALCULATIONS.

| | |
|---|---|
| SHEET NUMBER | L0.50 |
| CIRCLE K - NOVA & HAND | ORMOND BEACH FL |
| TREE MITIGATION PLAN | |
| KHA PROJECT | 149880169 |
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KHA |
| DRAWN BY | RYP |
| CHECKED BY | MTF |
| DATE: | 4/21/2025 |

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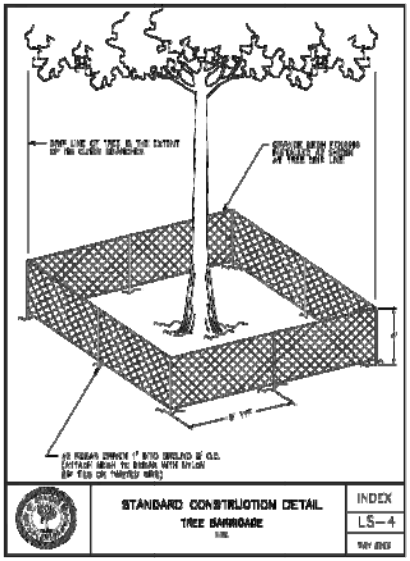
| No. | REVISIONS | DATE | BY |
|---|---|---|---|

CITY STANDARD TREE BARRICADE DETAIL

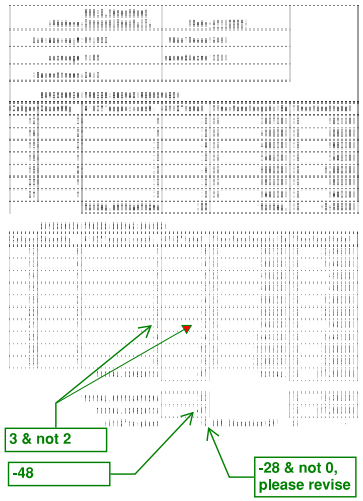



TREE MITIGATION CHART: TREE INVENTORY

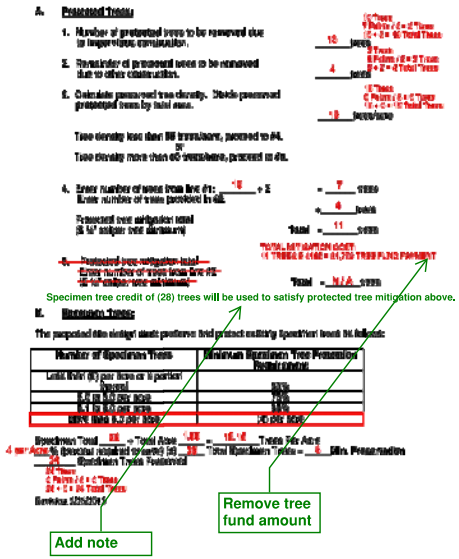
| TREE NUMBER | SPECIES | DBH (INCHES) | TREE MITIGATION CLASSIFICATION | STATUS | PROTECTED TREE LOCATION ON-SITE |
|---|---|---|---|---|---|
| 1 | OAK | 18 | SPECIMEN | REMOVED | |
| 2 | PALM | 15 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 3 | OAK | 11 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 4 | OAK | 7 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 5 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 6 | OAK | 14 | SPECIMEN | REMOVED | |
| 7 | OAK | 8 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 8 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 9 | OAK | 12 | SPECIMEN | REMOVED | |
| 10 | OAK | 9 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 11 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 12 | OAK | 15 | SPECIMEN | REMOVED | |
| 13 | OAK | 7 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 14 | OAK | 9 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 15 | OAK | 16 | SPECIMEN | REMOVED | |
| 16 | OAK | 8 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 17 | MAPLE | 21 | SPECIMEN | REMOVED | |
| 18 | OAK | 14 | SPECIMEN | REMOVED | |
| 19 | RAIN TREE | 8 | INVASIVE | REMOVED | |
| 20 | RAIN TREE | 6 | INVASIVE | REMOVED | |
| 21 | RAIN TREE | 6 | INVASIVE | REMOVED | |
| 22 | OAK | 8 | OFF-SITE | EXCLUDED | |
| 23 | OAK | 33 | SPECIMEN | REMAIN | |
| 24 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 25 | OAK | 11 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 26 | OAK | 20 | SPECIMEN | REMAIN | |
| 27 | OAK | 12 | SPECIMEN | REMAIN | |
| 28 | MAGNOLIA | 22 | OFF-SITE | EXCLUDED | |
| 29 | MAPLE | 21 | SPECIMEN | REMAIN | |
| 30 | OAK | 11 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 31 | MAGNOLIA | 7 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 32 | MAGNOLIA | 12 | SPECIMEN | REMAIN | |
| 33 | OAK | 13 | SPECIMEN | REMAIN | |
| 34 | OAK | 13 | SPECIMEN | REMAIN | |
| 35 | MAGNOLIA | 20 | SPECIMEN | REMAIN | |
| 36 | OAK | 15 | SPECIMEN | REMAIN | |
| 37 | MAGNOLIA | 14 | SPECIMEN | REMAIN | |
| 38 | OAK | 12 | SPECIMEN | REMAIN | |
| 39 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 40 | OAK | 26 | SPECIMEN | REMAIN | |
| 41 | OAK | 10 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 42 | OAK | 13 | SPECIMEN | REMAIN | |
| 43 | OAK | 9 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 44 | OAK | 12 | SPECIMEN | REMAIN | |
| 45 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 46 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 47 | MAGNOLIA | 12 | SPECIMEN | REMAIN | |
| 48 | OAK | 12 | SPECIMEN | REMAIN | |
| 49 | OAK | 11 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 50 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 51 | MAGNOLIA | 30 | SPECIMEN | REMAIN | |
| 52 | MAGNOLIA | 30 | SPECIMEN | REMAIN | |
| 53 | OAK | 7 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 54 | OAK | 7 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 55 | OAK | 13 | SPECIMEN | REMAIN | |
| 56 | OAK | 18 | SPECIMEN | REMAIN | |
| 57 | OAK | 7 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 58 | OAK | 18 | SPECIMEN | REMAIN | |
| 59 | OAK | 12 | SPECIMEN | REMAIN | |
| 60 | OAK | 12 | SPECIMEN | REMAIN | |
| 61 | OAK | 20 | SPECIMEN | REMAIN | |
| 62 | OAK | 6 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 63 | OAK | 6 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 64 | OAK | 6 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 65 | OAK | 8 | PROTECTED | REMAIN | PERV.O.S.AREA |
| 66 | OAK | 18 | SPECIMEN | REMOVED | |
| 67 | PALM | 14 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 68 | PALM | 12 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 69 | PALM | 12 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 70 | PALM | 13 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 71 | PALM | 18 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 72 | PALM | 18 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 73 | PALM | 15 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 74 | PALM | 22 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 75 | PALM | 15 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 76 | PALM | 18 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 77 | PALM | 18 | PROTECTED | REMOVED | PERV.O.S.AREA |
| 78 | OAK | 12 | SPECIMEN | REMOVED | |
| 79 | CAMPHOR | 6 | INVASIVE | REMOVED | |
| 80 | CAMPHOR (CLUSTER OF 3) | 6 | INVASIVE | REMOVED | |
| 81 | CAMPHOR | 6 | INVASIVE | REMOVED | |
| 82 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 83 | OAK | 10 | PROTECTED | REMOVED | NPERV.O.S.AREA |
| 84 | OAK | 15 | SPECIMEN | REMOVED | |
| 85 | OAK | 20 | SPECIMEN | REMOVED | |
| 86 | OAK | 12 | SPECIMEN | REMOVED | |

Complete chart for impervious/pervious area for trees removed

TREE MITIGATION CALCULATIONS: SPECIMEN TREES




TREE MITIGATION CALCULATIONS: PROTECTED TREES

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|---|---|---|---|

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

TREE MITIGATION CALCULATIONS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L0.51

Plotted By:Gelza, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L0.51 April 21, 2025 04:04:11pm K:\Jax_civil\149880169—circle k - nova & hand\CADD\CONST\plansheets\L0.50 — TREE MITIGATION PLAN.dwg
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## TREE MITIGATION SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE, TREE PROTECTION (LATEST EDITION), WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
3. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE.
4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
9. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW:
    a. TREE PROTECTION FENCING.
    b. ROOT PRUNING AND ROOT BARRIERS.
    c. CLEARING.
    d. TREE CANOPY PRUNING.
    e. FERTILIZATION.
    f. INSECTICIDE.
    g. IRRIGATION.

B. TREE PROTECTION FENCING

1. PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
2. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
3. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY.
5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE.
7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
9. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE.
10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST.
11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.
14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS.
15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.

C. ROOT PRUNING/TRENCHING

1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
2. TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPMS IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS REQUIRED.
3. INSTALL ROOT BARRIER WHERE DESIGNATED, SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
6. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

D. CLEARING

1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED EQUIPMENT.
2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.

E. TREE CANOPY PRUNING

1. TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.
2. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
3. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).
4. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
5. WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
6. PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD, PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S 'BEST MANAGEMENT PRACTICES: TREE PRUNING'.
7. WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE CLEARANCE ZONE.
8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
    a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT PRESENT.
    b. REMOVE STUBS. CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
    c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
    d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
    e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
    f. ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE FINISHED GRADE.
    g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED GRADE.
9. TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
    a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
    b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
    c. REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
    d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
10. PROPOSED/REPLACEMENT TREES
    a. PRUNING SHALL BE LIMITED TO CLEANING.
11. BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

F. FERTILIZATION

1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
3. ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE SHALL BE TREATED.
4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
    a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
    b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE. INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT PRUNING LOCATIONS.
    e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
    f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.

G. INSECTICIDE

7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
9. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
10. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

H. IRRIGATION

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS, CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

I. TREE REMOVALS

1. PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.
2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS INSTALLED.
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP REMOVED BY CONTRACTOR.
4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

L. TOPSOIL

10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
12. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.

M. REPAIR OF DAMAGED TREES

1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
2. IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

1 L0.52 TYPICAL TREE MITIGATION NOTES

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L0.52 April 21, 2025 04:04:13pm K:\Job_dir\149880169-circle k -nova & hand\CADD\CONST\plansheets\L0.50 – TREE MITIGATION PLAN.dwg
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KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# TREE MITIGATION NOTES & DETAILS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L0.52

Total pervious is 39,594 SF/400= 99 Required Trees

- For all the buffers please show the actual plant numbers that were provided

The required trees within these buffer is 44 and only showing 41, please place the remaining (3) trees on the improvement part of the project.

~~L1.02~~

- Reference Sheet number L1.03.

- For all the buffers please show the actual plant numbers that were provided

Please show the tree numbers & reference sheet L0.51 for tree type/chart

Please break the east buffer into 2 calculations, one to the limit of work line & other from limit of work line to the north end

Please add a note if Crape Myrtles are improperly pruned per tree abuse code, they will be required to be replaced.

Provide the actual SF

Provide native info

Please show plant list on sheet L1.01

Please provide height & spread for all shrubs

## LANDSCAPE CALCULATIONS

*PER "ORMOND BEACH" LAND DEVELOPMENT CODE*

| | REQUIRED | PROVIDED |
|---|---|---|
| **TREE RATIOS**<br>1 TREE PER 1,000 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA | TOTAL LOT AREA: 81,632 SF<br>81,632 SF / 1,500 SF = 55 TREES<br>OR<br>TOTAL LANDSCAPE AREA: 42,238 SF<br>42,238 SF / 400 SF = 106 TREES | 31 BUFFER TREES<br>41 EXISTING TREES TO REMAIN<br>2 SIGNAGE TREES<br>5 PARKING ISLAND TREES<br>27 ADDITIONAL TREES<br>106 TOTAL TREES |
| **NATIVE TREE RATIOS**<br>50% OF REQUIRED TREES TO BE NATIVE | TOTAL TREES: 106<br>106 TREES X .5 = 53 TREES MIN SHALL BE NATIVE | 93 NATIVE TREES PROVIDED<br>(88%) |
| **FOUNDATION PLANTING**<br>MINIMUM 5' WIDE LANDSCAPED AREA<br>LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY<br>*SECTION 3-06(C)(7)* | MIN. 5' WIDTH LANDSCAPE AREA<br>LANDSCAPE AREA, PRIMARILY SHRUBBERY | SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS) |
| **LANDSCAPE BUFFER REQUIREMENTS:**<br>**TYPE 1 BUFFER**: 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF<br>**TYPE 2 BUFFER**: 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF<br>**TYPE 3 BUFFER**: 20' MIN. WIDTH, 4 TREES PER 100 LF, 40 SHRUBS PER 100 LF, 40 GROUNDCOVER PER 100 LF<br>**TYPE 4 BUFFER**: 30' MIN. WIDTH, 5 TREES PER 100 LF, 50 SHRUBS PER 100 LF, 50 GROUNDCOVER PER 100 LF<br>*SECTION 3-06(D)* | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>33 TREES, 328 SHRUBS, 328 GROUNDCOVER<br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 TREES, 91 SHRUBS, 91 GROUNDCOVER<br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 TREES, 10 SHRUBS, 10 GROUNDCOVER | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>10 PROPOSED TREES + 23 EXISTING TYP. TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 EXISTING TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 EXISTING TREE (EXISTING TREES AND VEGETATION TO BE PRESERVED) |
| **SIGN LANDSCAPING AREA:**<br>SIGN LANDSCAPE PLANTING AREA SHALL EQUAL 2 TIMES THE OUTSIDE DIMENSIONS OF THE SIGN FACE<br>1 SHRUB PER EVERY 15 SF OF SIGN AREA<br>1 GROUNDCOVER PER EVERY 4 SF OF LANDSCAPE AREA<br>1 TREE OR 3 PALMS PROVIDED PER 300 SF OF LANDSCAPE AREA<br>*SECTION 3-06(C)(19)* | **SIGN 1: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 SF / 15 = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE<br>**SIGN 2: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 LF / 15 SF = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE | **SIGN 1: 27 LF**<br>622 SF LANDSCAPE AREA, 16 SHRUBS<br>66 GROUNDCOVER, 1 NATIVE TREE<br>**SIGN 2: 27 LF**<br>720 SF LANDSCAPE AREA, 10 SHRUBS<br>74 GROUNDCOVER, 1 NATIVE TREE |
| **VUA LANDSCAPING REQUIREMENT:**<br>INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA<br>MIN. 1 HARDWOOD TREE AT 3.5" CAL<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES<br>*SECTION 3-06(C)(6)* | SITE VUA: 32,662 SF<br>32,662 SF X 10% = 3,266 SF VUA LANDSCAPE AREA REQUIRED<br>1 TREE PER ISLAND X 5 ISLANDS = 5 HARDWOOD TREES REQUIRED<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES | 3,266 SF VUA LANDSCAPE<br>5 HARDWOOD TREES<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS FROM TREES |

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REPAIR AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

**LANDSCAPE NOTES:**

ALL EXISTING R.O.W. AND EXISTING LANDSCAPE DISTURBED BY CONSTRUCTION TO BE RESODDED OR OTHERWISE RESTORED

*PER SECTION 3-06(C)(12)*

ALL PLANTING AREAS TO BE MULCHED AT 3" DEPTH

*PER SECTION 3-06(C)(14)*

LANDSCAPE DESIGN STANDARD:
MIN. 20% SITE TO BE USED FOR LANDSCAPING AREA
MIN. VARIETY OF 3 LIVING PLANT MATERIALS THROUGHOUT SITE

*SECTION 3-06(C)(1), (11)*

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | CAL | SIZE | NATIV |
|---|---|---|---|---|---|---|---|---|
| **TREES** | | | | | | | | |
| | IC | 29 | DAHOON HOLLY<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | ILEX CASSINE | FG | 2.5" CAL MIN | 10' HT., 4' SPR | NATIVE |
| | LG | 13 | TUSKEGEE CRAPE MYRTLE<br>MULTI-TRUNK, 5 TRUNK MIN. | LAGERSTROEMIA INDICA 'TUSKEGEE' | FG | 6" CAL. TOT. | 10' HT., 4' SPR | NON-NATIVE |
| | MG | 6 | SOUTHERN MAGNOLIA<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | MAGNOLIA GRANDIFLORA | FG | 3" CAL MIN | 12' HT., 6' SPR. | NATIVE |
| | ML | 6 | LITTLE GEM DWARF SOUTHERN MAGNOLIA<br>STRAIGHT, SINGLE LEADER, FULL TO BASE, FL #1 | MAGNOLIA GRANDIFLORA 'LITTLE GEM' | FG | 2.5" CAL MIN | 10' HT., 4' SPR | NATIVE |
| | QV | 11 | SOUTHERN LIVE OAK<br>STRAIGHT, SINGLE LEADER, FULL, FL #1 | QUERCUS VIRGINIANA | FG | 3" CAL MIN | 12' HT., 6' SPR. | NATIVE |
| **EXISTING** | | | | | | | | |
| | XX | 41 | EXISTING TREE<br>EXISTING TO REMAIN | EXISTING TREE | FG | EXISTING | EXISTING | |

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | SPACING | NATIVE |
|---|---|---|---|---|---|---|---|---|
| **SHRUBS** | | | | | | | | |
| | HF | 18 | FIREBUSH<br>FULL | HAMELIA PATENS | 3 GAL | 18" HT | 36" OC | |
| | IN | 282 | DWARF YAUPON HOLLY<br>FULL | ILEX VOMITORIA 'NANA' | 3 GAL | 12" HT | 30" OC | |
| | IW | 76 | RED DWARF IXORA<br>FULL | IXORA TAIWANENSIS 'RED DWARF' | 3 GAL | 12" HT | 24" OC | |
| | MO | 181 | SIMPSON'S STOPPER<br>FULL | MYRCIANTHES FRAGRANS | 3 GAL | 24" HT | 36" OC | |
| | PM | 158 | PODOCARPUS<br>FULL | PODOCARPUS MACROPHYLLUS | 3 GAL | 24" HT | 24" OC | |
| **SHRUB AREAS** | | | | | | | | |
| | MC2 | 72 | PINK MUHLY GRASS<br>FULL | MUHLENBERGIA CAPILLARIS | 3 GAL | 18" HT | 30" OC | |
| | SB | 139 | SAND CORDGRASS<br>FULL | SPARTINA BAKERI | 3 GAL | 18" HT | 30" OC | |
| | ZF | 401 | FLORIDA COONTIE<br>FULL | ZAMIA FLORIDANA | 3 GAL | 12" HT | 24" OC | |
| **GROUND COVERS** | | | | | | | | |
| | BF | 544 | ORANGE BULBINE<br>FULL | BULBINE FRUTESCENS 'ORANGE' | 1 GAL | 18" FULL | 18" OC | |
| | DX | 506 | FLAX LILY<br>FULL | DIANELLA ATRAXIS | 1 GAL | 18" FULL | 18" O.C. | |
| | EG | 497 | BRAZILIAN DWARF MORNING GLORY<br>FULL | EVOLVULUS GLOMERATUS | 1 GAL | 18" FULL | 18" OC | |
| | LG2 | 362 | EVERGREEN GIANT LILYTURF<br>FULL | LIRIOPE MUSCARI 'EVERGREEN GIANT' | 1 GAL | 18" FULL | 18" OC | |
| **SOD** | | | | | | | | |
| | PA | 4,728 SF | ARGENTINE BAHIAGRASS<br>ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE | PASPALUM NOTATUM 'ARGENTINE' | SOD | - | - | |

| MISC. | QTY. | BOTANICAL/COMMON NAME | SPECIFICATIONS |
|---|---|---|---|
| MULCH | TBD | DESIGNER BROWN HARDWOOD MULCH | 3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL |

GRAPHIC SCALE IN FEET
0 20 40 80

CALL 2 WORKING DAYS BEFORE YOU DIG
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|---|---|---|---|

DATE: 4/21/2025

KHA PROJECT 149680169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

OVERALL LANDSCAPE PLAN

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L1.00

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.00 April 21, 2025 04:05:21pm K:\Jax_civil\149680169–circle k –nova & hand\CADD\CONST\plansheets\L1.00 – LANDSCAPE PLAN.dwg
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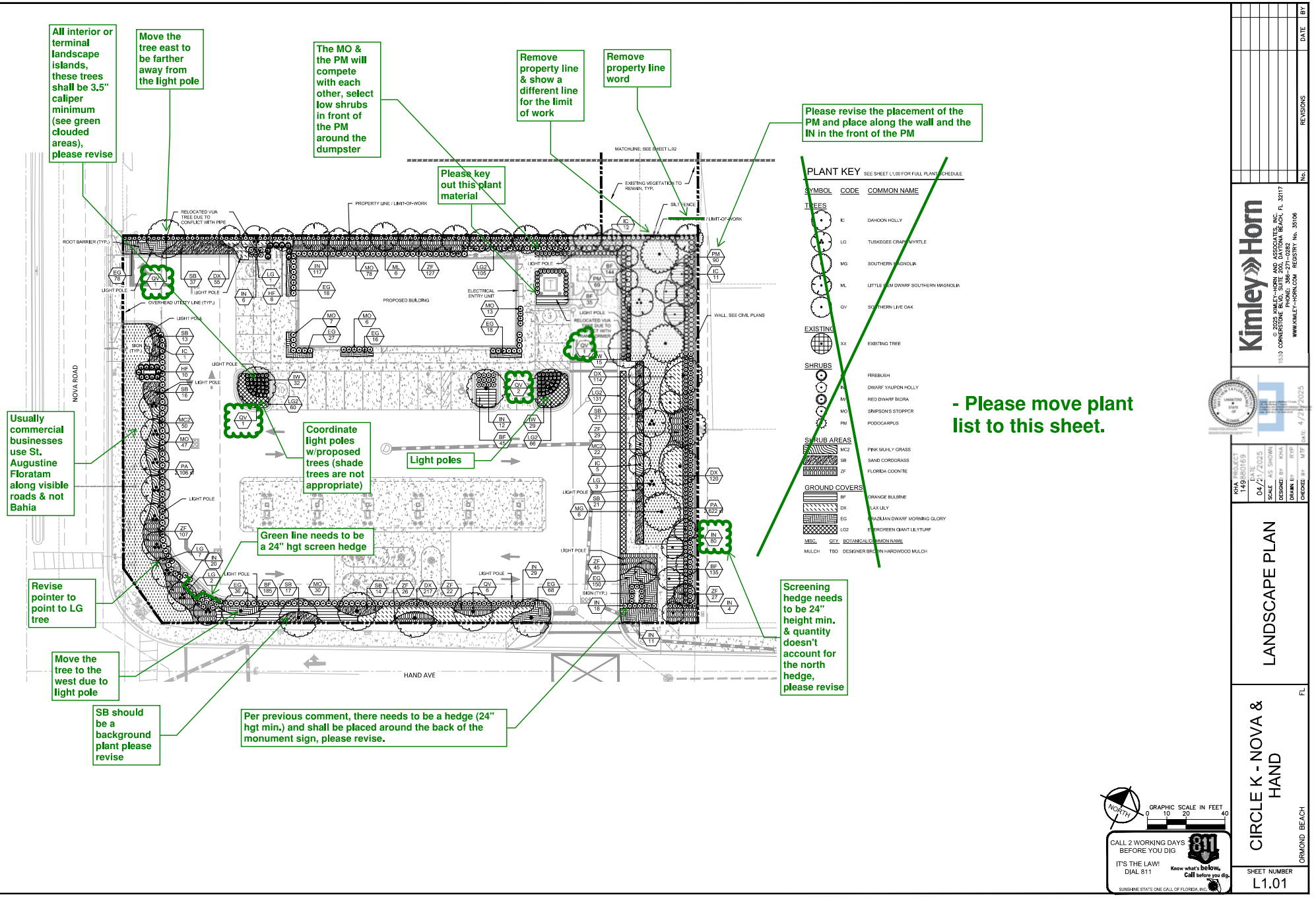


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KHA PROJECT 149980169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

# LANDSCAPE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L1.01

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L1.01 April 21, 2025 04:05:24pm K:\Jax_civil\149980169—circle k —nova & hand\CADD\CONST\plansheets\L1.00 — LANDSCAPE PLAN.dwg
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PLANT KEY SEE SHEET L1.00 FOR FULL PLANT SCHEDULE

| SYMBOL | CODE | COMMON NAME |
|---|---|---|
| **TREES** | | |
| | IC | DAHOON HOLLY |
| | LG | TUSKEGEE CRAPE MYRTLE |
| | MG | SOUTHERN MAGNOLIA |
| | ML | LITTLE GEM DWARF SOUTHERN MAGNOLIA |
| | QV | SOUTHERN LIVE OAK |
| **EXISTING** | | |
| | XX | EXISTING TREE |
| **SHRUBS** | | |
| | HF | FIREBUSH |
| | IN | DWARF YAUPON HOLLY |
| | IW | RED DWARF IXORA |
| | MO | SIMPSON'S STOPPER |
| | PM | PODOCARPUS |
| **SHRUB AREAS** | | |
| | MC2 | PINK MUHLY GRASS |
| | SB | SAND CORDGRASS |
| | ZF | FLORIDA COONTIE |
| **GROUND COVERS** | | |
| | BF | ORANGE BULBINE |
| | DX | FLAX LILY |
| | EG | BRAZILIAN DWARF MORNING GLORY |
| | LG2 | EVERGREEN GIANT LILYTURF |

| MISC. | QTY. | BOTANICAL/COMMON NAME |
|---|---|---|
| MULCH | TBD | DESIGNER BROWN HARDWOOD MULCH |

**This sheet is not necessary as this is shown on sheet L1.00.**

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
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KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# LANDSCAPE PLAN

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L1.02

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.02 April 21, 2025 04:05:29pm K:\deb_dist\149880169-circle k -nova & hand\CADD\CONST\planasheets\L1.00 – LANDSCAPE PLAN.dwg
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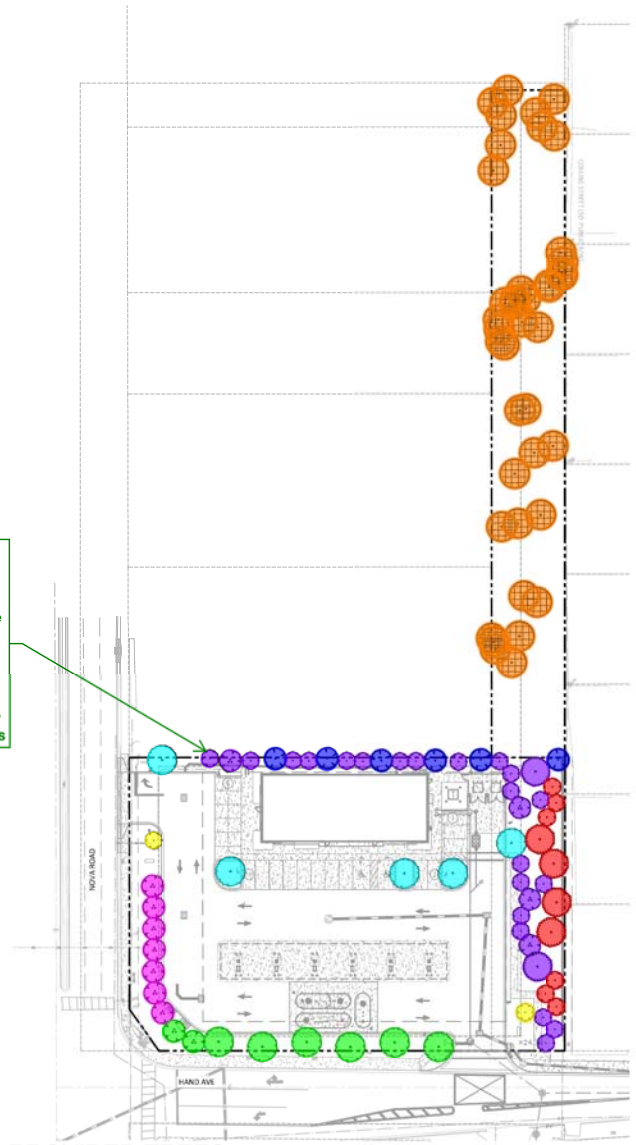
## LANDSCAPE CALCULATIONS

*PER "ORMOND BEACH" LAND DEVELOPMENT CODE*

| | REQUIRED | PROVIDED |
|---|---|---|
| **TREE RATIOS**<br>1 TREE PER 1,000 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA | TOTAL LOT AREA: 81,632 SF<br>81,632 SF / 1,500 SF = 55 TREES<br><br>OR<br><br>TOTAL LANDSCAPE AREA: 42,238 SF<br>42,238 SF / 400 SF = 106 TREES | 31 BUFFER TREES<br>41 EXISTING TREES TO REMAIN<br>2 SIGNAGE TREES<br>5 PARKING ISLAND TREES<br>27 ADDITIONAL TREES<br>106 TOTAL TREES |
| **NATIVE TREE RATIOS**<br><br>50% OF REQUIRED TREES TO BE NATIVE | TOTAL TREES: 106<br><br>106 TREES X .5 = 53 TREES MIN SHALL BE NATIVE | 93 NATIVE TREES PROVIDED<br><br>(88%) |
| **FOUNDATION PLANTING**<br><br>MINIMUM 5' WIDE LANDSCAPED AREA<br>LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY<br><br>*SECTION 3-06(C)(7)* | MIN. 5' WIDTH LANDSCAPE AREA<br>LANDSCAPE AREA, PRIMARILY SHRUBBERY | SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS) |
| **LANDSCAPE BUFFER REQUIREMENTS:**<br><br>**TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF<br><br>**TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF<br><br>**TYPE 3 BUFFER:** 20' MIN. WIDTH, 4 TREES PER 100 LF, 40 SHRUBS PER 100 LF, 40 GROUNDCOVER PER 100 LF<br><br>**TYPE 4 BUFFER:** 30' MIN. WIDTH, 5 TREES PER 100 LF, 50 SHRUBS PER 100 LF, 50 GROUNDCOVER PER 100 LF<br><br>*SECTION 3-06(D)* | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>53 TREES, 328 SHRUBS, 328 GROUNDCOVER<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 TREES, 91 SHRUBS, 91 GROUNDCOVER<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 TREES, 10 SHRUBS, 10 GROUNDCOVER | **NORTH BUFFER 1: 297 LF (TYPE 1)**<br>6 TREES, 60 SHRUBS, 60 GROUNDCOVER<br><br>**EAST BUFFER 2: 655 LF (TYPE 4)**<br>10 PROPOSED TREES + 23 EXISTING TYP. TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**SOUTH BUFFER 3: 294 LF - 33 (OF ENTRANCE) = 261 LF (TYPE 2)**<br>8 TREES, 79 SHRUBS, 79 GROUNDCOVER<br><br>**WEST BUFFER 4: 190 LF - 35 (OF ENTRANCE) = 155 (TYPE 3)**<br>7 TREES, 62 SHRUBS, 62 GROUNDCOVER<br><br>**WEST BUFFER 5: 455 LF (TYPE 1)**<br>10 EXISTING TREES (EXISTING TREES AND VEGETATION TO BE PRESERVED)<br><br>**NORTH BUFFER 6: 50 LF (TYPE 1)**<br>1 EXISTING TREE (EXISTING TREES AND VEGETATION TO BE PRESERVED) |
| **SIGN LANDSCAPING AREA:**<br><br>SIGN LANDSCAPE PLANTING AREA SHALL EQUAL 2 TIMES THE OUTSIDE DIMENSIONS OF THE SIGN FACE<br>1 SHRUB PER EVERY 15 SF OF SIGN AREA<br>1 GROUNDCOVER PER EVERY 4 SF OF LANDSCAPE AREA<br>1 TREE OR 3 PALMS PROVIDED PER 300 SF OF LANDSCAPE AREA<br><br>*SECTION 3-06(C)(19)* | **SIGN 1: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 SF / 15 = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE<br><br>**SIGN 2: 6 LF**<br>6 LF X 2 = 12 SF LANDSCAPE AREA, 12 LF / 15 SF = 1 SHRUBS<br>12 SF / 4 = 3 GROUNDCOVER, 12 SF / 300 SF = 1 TREE | **SIGN 1: 27 LF**<br>622 SF LANDSCAPE AREA, 16 SHRUBS<br>60 GROUNDCOVER, 1 NATIVE TREE<br><br>**SIGN 2: 27 LF**<br>720 SF LANDSCAPE AREA, 10 SHRUBS<br>74 GROUNDCOVER, 1 NATIVE TREE |
| **VUA LANDSCAPING REQUIREMENT:**<br><br>INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA<br><br>MIN. 1 HARDWOOD TREE AT 3.5" CAL<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES<br><br>*SECTION 3-06(C)(6)* | SITE VUA: 32,662 SF<br>32,662 SF X 10% = 3,266 SF VUA LANDSCAPE AREA REQUIRED<br><br>1 TREE PER ISLAND X 5 ISLANDS = 5 HARDWOOD TREES REQUIRED<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES | 3,266 SF VUA LANDSCAPE<br><br>7 HARDWOOD TREES<br>MIN. VARIETY OF 3 LIVING PLANT MATERIALS FROM TREES |

The additional tree information is inaccurate as the site needs 99 required trees and must meet all the buffer requirements




## PROVIDED TREES

LEGEND

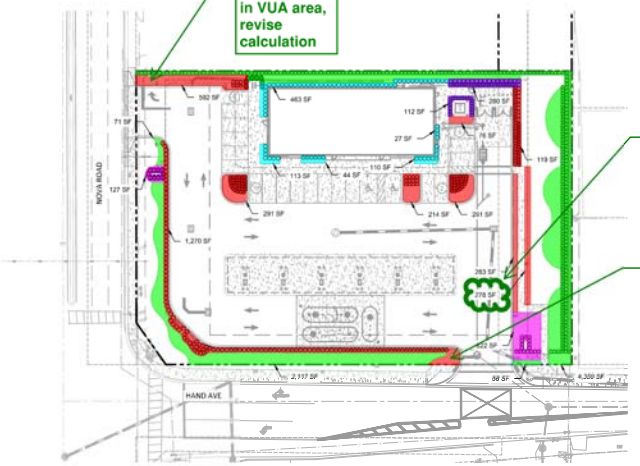
NORTH LANDSCAPE BUFFER
EAST LANDSCAPE BUFFER
ADDITIONAL
WEST LANDSCAPE BUFFER
SIGNAGE
EXISTING TREES TO REMAIN
SOUTH LANDSCAPE BUFFER
VEHICULAR USAGE AREA

Please provide the actual SF

20' & 6' foot Landscape Buffers can't be included in VUA area, revise calculation

This is not considered VUA area

Any landscaping within the required buffers can not be included in the VUA area, remove from calculation




## VEHICULAR USE AREA LANDSCAPING

LEGEND

VEHICULAR USAGE AREA LANDSCAPING
BUFFER SHRUB / GROUND COVER LANDSCAPING
BUILDING FOUNDATION
SIGNAGE
SCREENING

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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4/21/2025

KHA PROJECT 149980169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

# LANDSCAPE CODE EXHIBIT

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L1.03


Plotted By:Geiza, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L1.03 April 21, 2025 04:05:37pm K:\Jobs_civil\149980169—circle k —nova & hand\CADD\CONST\plansheets\L1.00 — LANDSCAPE PLAN.dwg
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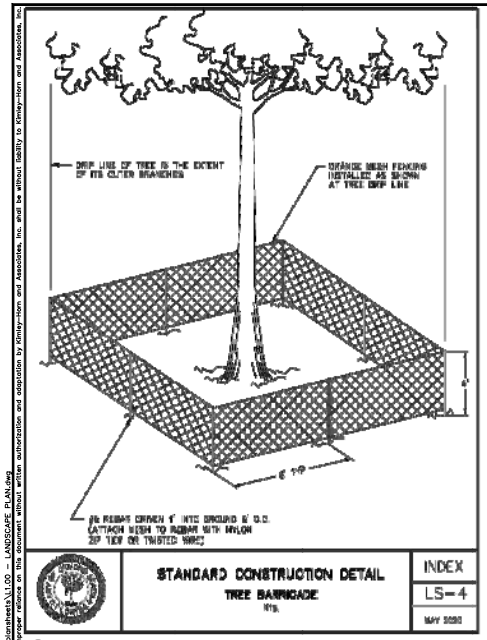


STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

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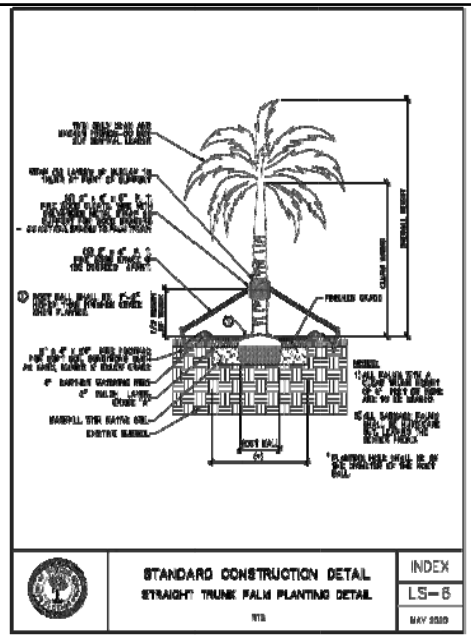
LS-4
MAY 2020

LS-4 TREE BARRICADE DETAIL
NTS




STANDARD CONSTRUCTION DETAIL
STRAIGHT TRUNK PALM PLANTING DETAIL
NTS

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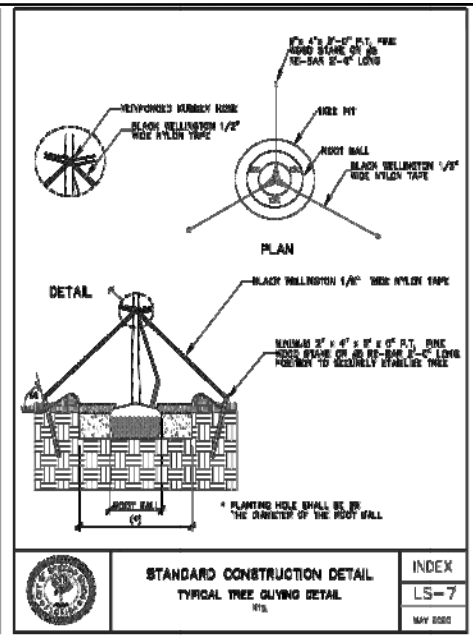
LS-6
MAY 2020

LS-6 STRAIGHT TRUNK PALM PLANTING DETAIL
NTS




STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL
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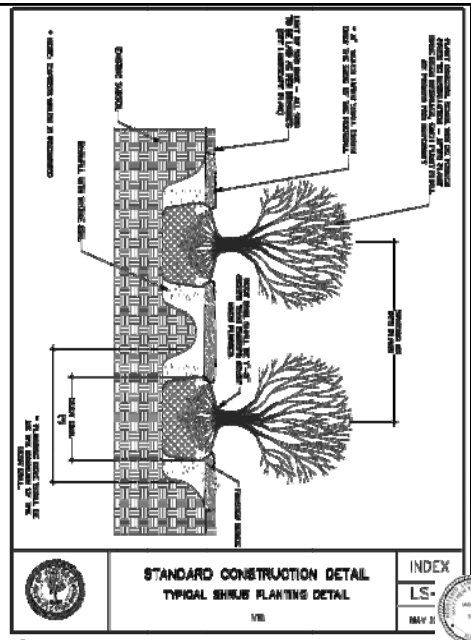
MAY 2020

LS-7 TYPICAL TREE GUYING DETAIL
NTS



STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
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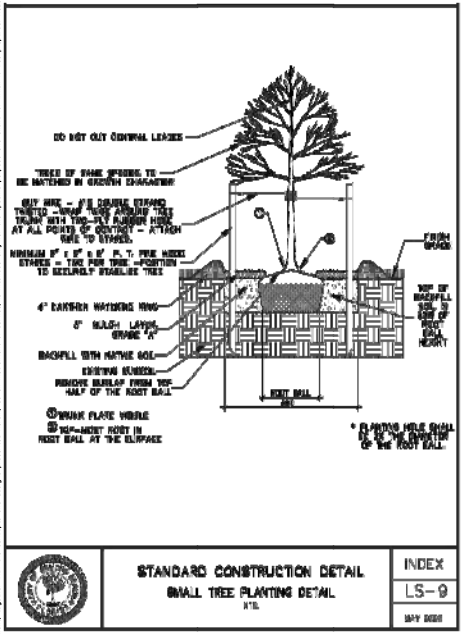


STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
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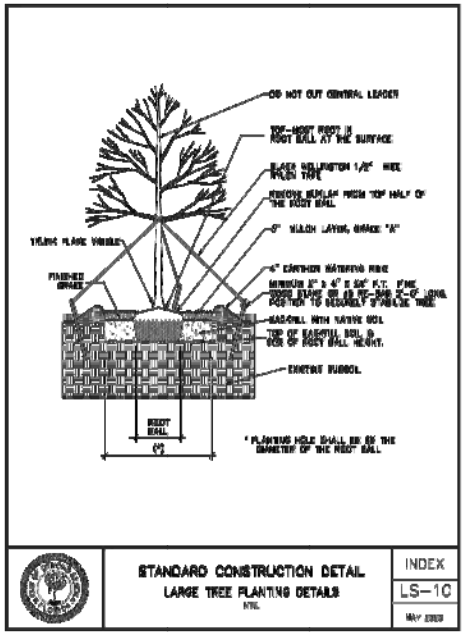


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LARGE TREE PLANTING DETAILS
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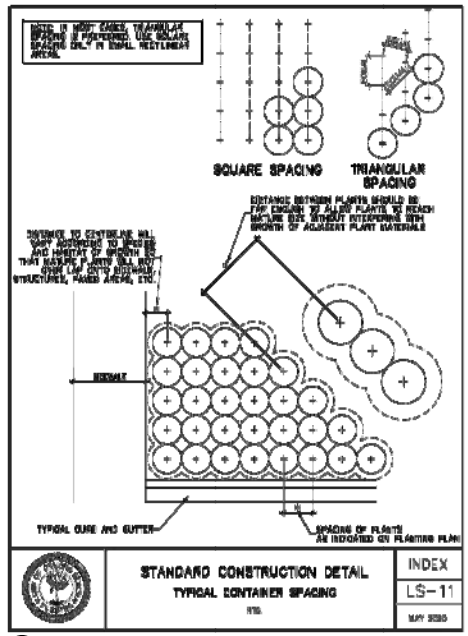


STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
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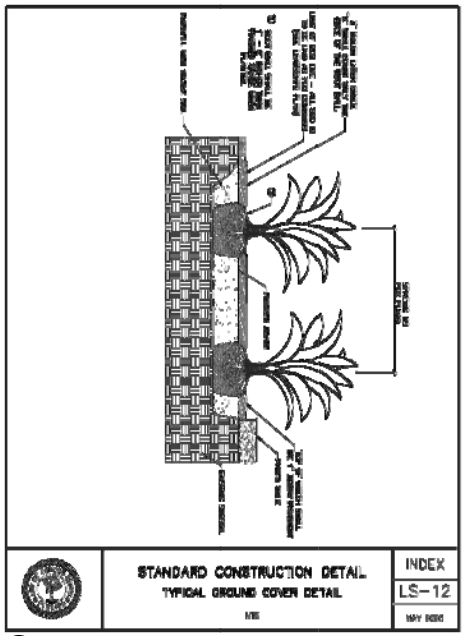
LS-11 TYPICAL CONTAINER SPACING
NTS



STANDARD CONSTRUCTION DETAIL
TYPICAL GROUND COVER DETAIL
NTS

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DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

LANDSCAPE DETAILS

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
L1.50

Plotted By:Geiss, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L1.50 April 21, 2025 04:05:39pm K:\Jobs_dist\149880169—circle k —nova & hand\CADD\CONST\plansheets\L1.00 — LANDSCAPE PLAN.dwg
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Plotted By:Galaz, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L1.51 April 21, 2025 04:05:44pm K:\dab_civil\149880169-circle k –nova & hand\CADD\CONST\plansheets\L1.00 – LANDSCAPE PLAN.dwg
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(L1.01) LS-1 PLANT LIKE THIS DETAIL NTS

STANDARD CONSTRUCTION DETAIL

PLANT LIKE THIS DETAIL

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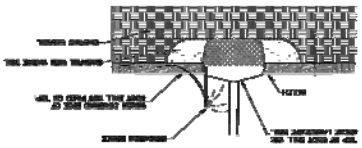

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|---|---|---|---|
| SHEET NUMBER L1.51 | CIRCLE K - NOVA & HAND | LANDSCAPE DETAILS | KHA PROJECT 149880169 |
| ORMOND BEACH FL | | | DATE 04/21/2025 |
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## GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600, IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC., THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES INJURED OR DAMAGED SO THAT THEY ARE UNSIGHTLY AND/OR UNHEALTHY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS ($300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER, UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

| MATERIAL | SAMPLE SIZE |
|---|---|
| MULCH | ONE (1) CUBIC FOOT |
| TOPSOIL MIX | ONE (1) CUBIC FOOT |
| PLANTS | ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY) |

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE, ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION, THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER, IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING PLANTING MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

c. SOIL AMENDMENT (IF NEEDED PER SOIL TESTING) THE CONTRACTOR SHALL FURNISH AND INSTALL A 3" LAYER OF AMENDED PLANTING SOIL IN ALL PLANTING BEDS, EXCLUDING SOD AREAS, THE AMENDED PLANTING SOIL SHALL BE COMPOSED OF 35% FERTICOMP 20% FLORIDA PEAT 45% SANDY LOAM, THE AMENDED PLANTING SOIL SHALL BE MIXED INTO THE BEDS UPON PLANTING.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR DISCUSSION AND ALTERNATE RECOMMENDATION PRIOR TO PLANTING (SUBMIT SOIL TESTING RESULTS AFTER INCORPORATING AMENDMENTS TO DEMONSTRATE COMPLIANCE WITH SOIL QUALITY REQUIREMENTS .

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.,—IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPGs- "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS, BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE, UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "SETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION, ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE. MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS, PRIOR TO FINAL INSPECTION. TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER, (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH, DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP, HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS. A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED, IMMEDIATELY FOLLOWING SOD LAYING. THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, 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 SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY, PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

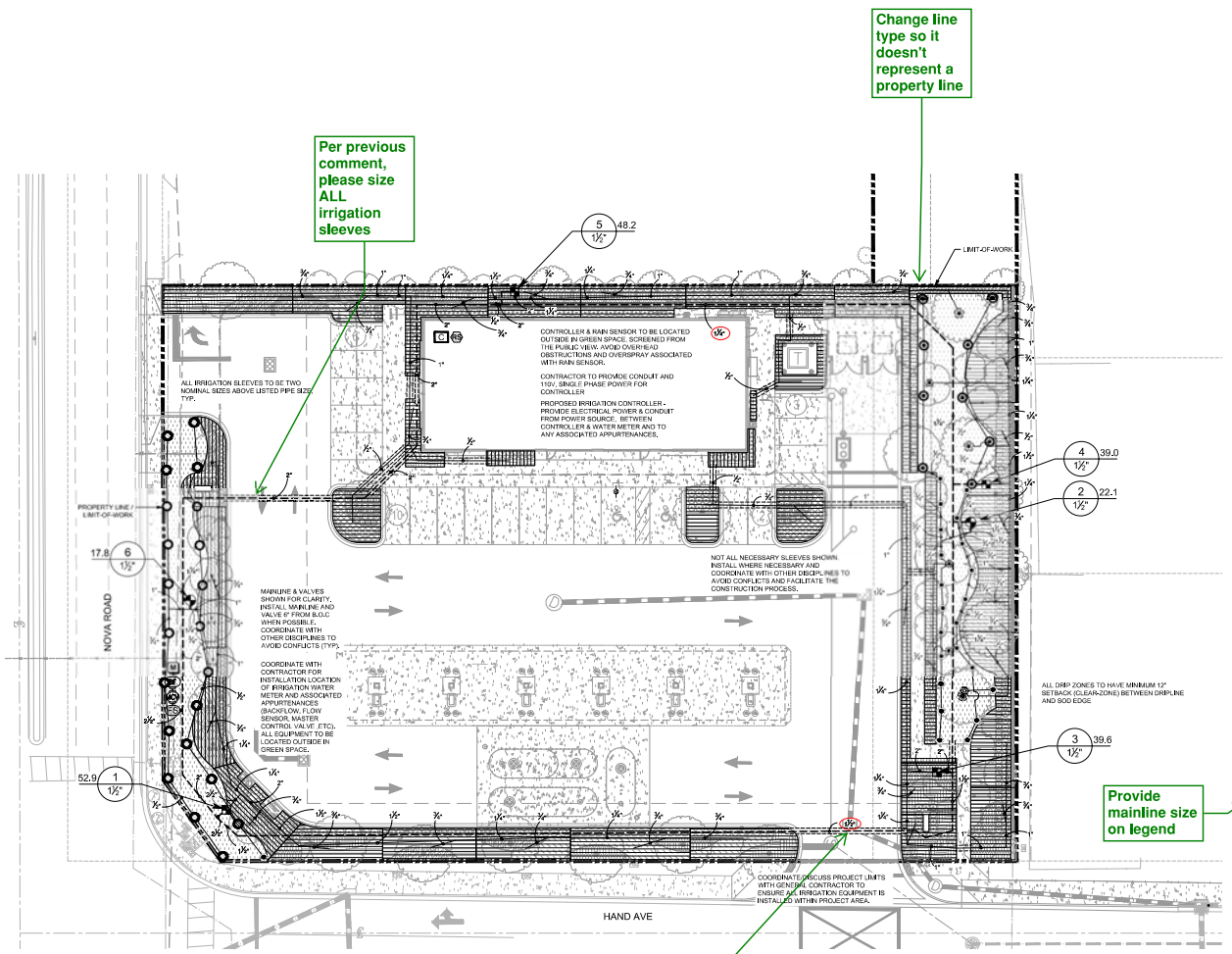
S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT, ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS S




## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI |
|---|---|---|---|
| 14 ADJ 14 FT | RAIN BIRD R-VAN14 RD-06-5-P45-T-NP<br>TURF ROTARY, 8FT.-14FT., 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 24 | 35 |
| 18 ADJ 18 FT | RAIN BIRD R-VAN18 RD-06-5-P45-T-NP<br>TURF ROTARY, 13FT-18FT, 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 22 | 35 |
| 24 ADJ 24 FT | RAIN BIRD R-VAN24 RD-06-5-P45-T-NP<br>TURF ROTARY, 17FT-24FT, 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY WIRO1800 TURF SPRAY BODY ON 6IN. POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. FLOW SHIELD TECH. 1/2IN. NPT FEMALE THREADED INLET. W/ NON-POTABLE PURPLE CAP. | 9 | 35 |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | RAIN BIRD XCZ-150-LCS<br>HIGH FLOW CONTROL ZONE KIT WITH LOW MINIMUM INLET PRESSURE REQUIREMENTS, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2IN. PEB GLOBE VALVE WITH HIGH-CAPACITY FILTER AND PRESSURE REGULATING SYSTEM (PRS) FIXED AT 40PSI. FLOW RANGE: 20 - 62 GPM. | 4 |
| | RAIN BIRD XFDEP-09-12 DRIP RING<br>PIPE TO BE PURPLE IN COLOR | 3 |
| | RAIN BIRD XFDEP-09-12 DRIP RING - ORNAMENTAL<br>PIPE TO BE PURPLE IN COLOR | 3 |
| | AREA TO RECEIVE DRIPLINE<br>RAIN BIRD XFDEP-09-12<br>XERI-CHI-SURFACE PRESSURE COMPENSATING LANDSCAPE PURPLE DRIPLINE, 0.9 GPH EMITTERS AT 12IN. O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, UV & KINK RESISTANT, USE XF INSERT FITTINGS, PIPE TO BE PURPLE IN COLOR. | 11,788 LF |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | RAIN BIRD PEB<br>1IN., 1-1/2IN., 2IN., 3IN. PLASTIC INDUSTRIAL REMOTE CONTROL VALVE, LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. | 2 |
| MCV | RAIN BIRD PESB-PRS-D 1"<br>1IN., 1-1/2IN., 2IN., 3IN. PLASTIC INDUSTRIAL MASTER VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION, WITH PRESSURE REGULATING MODULE, AND SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS. | 1 |
| BF | FEBCO 825Y 1"<br>REDUCED PRESSURE BACKFLOW PREVENTER | 1 |
| C | RAIN BIRD ESPLXME2<br>12 STATION TRADITIONALLY-WIRED, COMMERCIAL CONTROLLER, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. | 1 |
| RS | RAIN BIRD WRS-RC<br>WIRELESS RAIN SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN SENSOR TRANSMITTER. | 1 |
| FS | RAIN BIRD FS-100-P<br>1IN., FLOW SENSOR, PLASTIC PVC MODEL, SUGGESTED OPERATING RANGE 5.4 GPM TO 54 GPM, SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE, RAIN BIRD COMPATIBLE CONTROLLERS: ESP-LXME(P) | LX2 | LXME2(P) | ME3, OR CONTROLLERS ACCEPTING CUSTOM K-FACTOR AND OFFSET. INSTALL IN RAIN BIRD VALVE BOX | 1 |
| M | WATER METER 1-1/2"<br>CONNECTING TO EXISTING 1-1/2" RECLAIM WATER SERVICE | 1 |
| | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 | 2,180 LF |
| | IRRIGATION MAINLINE: PVC SCHEDULE 40 | 930.4 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 - LATERAL SLEEVE<br>ALL SLEEVES TO BE TWO NOMINAL SIZES ABOVE LISTED PIPE SIZE | 140.0 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 - MAINLINE SLEEVE<br>ALL SLEEVES TO BE TWO NOMINAL SIZES ABOVE LISTED PIPE SIZE | 120.5 LF |

Valve Callout: Valve Number, Valve Flow, Valve Size

Per previous comment, all irrigation material shall be lavender in color when connection to reuse. Provide this note on the legend.

## IRRIGATION NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, ETC. PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
3. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS, CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
5. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SUIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
6. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE WILL NOT ALLOW SYSTEM MODIFICATION TO BE POSSIBLE.
7. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
8. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND LANDSCAPE AREAS.
9. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
10. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES.
11. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNER'S REPRESENTATIVE.
12. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
13. CONTRACTOR TO PROVIDE PERMANENT BENCH-MARKS ON ALL CURB LINES AT RELATED SLEEVE LOCATIONS (TYP).
14. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO MINIMIZE ROOT DISTURBANCE IN EXISTING TREES.
15. IRRIGATION SPRAYS AND ROTORS ARE NOT COMBINED ON THE SAME CONTROL VALVE CIRCUIT - LANDSCAPE BEDS AND TURF ON SEPARATE CIRCUITS.

THIS IRRIGATION PLAN IS DESIGNED TO THE FOLLOWING STATS: 65 PSI AND 120 GPM. IF THE WATER PRESSURE DOES NOT MEET DESIGN SPECIFICATIONS A BOOSTER PUMP WILL BE REQUIRED AT A COST TO THE CONTRACTOR. CONTRACTOR TO VERIFY AVAILABLE WATER PRESSURE AND CONTACT THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IF A SYSTEM HAS +/- 5 PSI THAN DESIGN PRESSURE.

NOTE: IF SOURCE TO BE RECLAIMED (NON-POTABLE) ALL EQUIPMENT TO BE INDICATED AS SUCH AND PURPLE IN COLOR. FOLLOW ALL LOCAL JURISDICTION STANDARDS FOR RECLAIMED IRRIGATION SYSTEMS.

## CRITICAL ANALYSIS

| | |
|---|---|
| Generated: | 2025-04-16 10:31 |
| P.O.C. NUMBER: 01 | |
| Water Source Information: | CONNECTING TO EXISTING 1-1/2" RECLAIM WATER SERVICE |
| FLOW AVAILABLE | |
| Water Meter Size: | 1-1/2" |
| Flow Available | 75 GPM |
| PRESSURE AVAILABLE | |
| Static Pressure at POC: | 65 PSI |
| Elevation Change: | 1.00 ft |
| Service Line Size: | 4" |
| Length of Service Line: | 5 ft |
| Pressure Available: | 65 PSI |
| DESIGN ANALYSIS | |
| Maximum Station Flow: | 52.88 GPM |
| Flow Available at POC: | 75 GPM |
| Residual Flow Available: | 22.13 GPM |
| Critical Station | 2 |
| Design Pressure: | 35 PSI |
| Friction Loss: | 3.3 PSI |
| Fittings Loss: | 0.33 PSI |
| Elevation Loss: | 0 PSI |
| Loss through Valve: | 3.84 PSI |
| Pressure Req. at Critical Station: | 42.5 PSI |
| Loss for Fittings: | 0.22 PSI |
| Loss for Main Line: | 2.23 PSI |
| Loss for POC to Valve Elevation: | 0 PSI |
| Loss for Backflow: | 10.9 PSI |
| Loss for Master Valve: | 3.47 PSI |
| Loss for Water Meter: | 1.01 PSI |
| Critical Station Pressure at POC: | 65.3 PSI |
| Pressure Available: | 65 PSI |
| Residual Pressure Available: | 4.66 PSI |

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | PSI | PSI @ POC | PRECIP |
|---|---|---|---|---|---|---|---|
| 1 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 52.88 | 20.4 | 54.6 | 1.44 in/h |
| 2 | RAIN BIRD PEB | 1-1/2" | TURF ROTARY | 22.11 | 42.5 | 66.3 | 0.65 in/h |
| 3 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 39.59 | 19.2 | 48.4 | 1.44 in/h |
| 4 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 39.05 | 19.2 | 48.4 | 1.44 in/h |
| 5 | RAIN BIRD XCZ-150-LCS | 1-1/2" | AREA FOR DRIPLINE | 48.21 | 19.9 | 57.1 | 1.45 in/h |
| 6 | RAIN BIRD PEB | 1-1/2" | TURF ROTARY | 17.76 | 42.0 | 56.8 | 0.64 in/h |

GRAPHIC SCALE IN FEET 0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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|---|---|---|---|

KHA PROJECT 149980169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MJF
DATE 4/21/2025

IRRIGATION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L2.00

Plotted By:Goloj, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L2.00 April 21, 2025 04:06:21pm K:\Job...civil\149980169–circle k –nova & hand\CADD\CONST\plansheets\L2.00 – IRRIGATION PLAN.dwg
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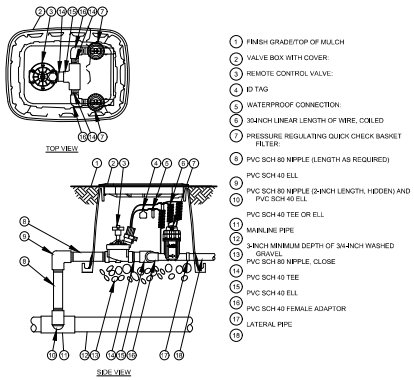
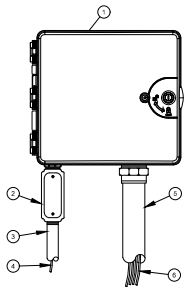



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. REMOTE CONTROL VALVE:
4. ID TAG
5. WATERPROOF CONNECTION:
6. 30-INCH LINEAR LENGTH OF WIRE, COILED
7. PRESSURE REGULATING QUICK CHECK BASKET FILTER:
8. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
9. PVC SCH 40 ELL
10. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
11. PVC SCH 40 TEE OR ELL
12. MAINLINE PIPE
13. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
14. PVC SCH 80 NIPPLE, CLOSE
15. PVC SCH 40 TEE
16. PVC SCH 40 ELL
17. PVC SCH 40 FEMALE ADAPTOR
18. LATERAL PIPE

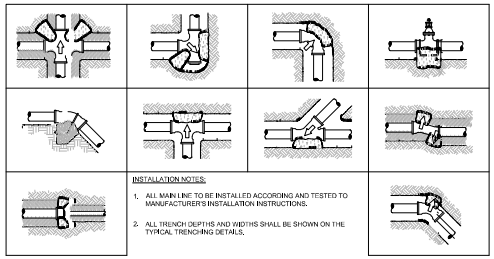
1 L2.50 COMMERCIAL CONTROL DRIP ZONE VALVE KIT
SECTION / PLAN NTS



1. IRRIGATION CONTROLLER: CONTROLLER (OWNER TO SPECIFY WALL MOUNT OR STAINLESS STEEL PEDESTAL MOUNT); INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
2. JUNCTION BOX
3. 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
4. POWER SUPPLY WIRE
5. 2-INCH CONDUIT AND FITTINGS FOR STATION WIRES
6. WIRES TO REMOTE CONTROL VALVES

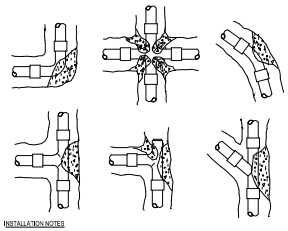
NOTES:
1. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

2 L2.50 TYPICAL CONTROLLER
ELEVATION NTS



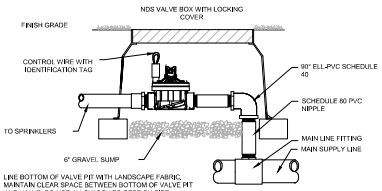
INSTALLATION NOTES:
1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

3 L2.50 TYPICAL THRUST BLOCK
SECTION NTS

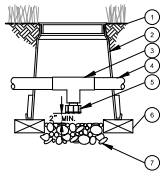


INSTALLATION NOTES
1. 3000 PSI CONCRETE OR BETTER IS TO BE USED FOR THRUST BLOCKS.
2. FOR 45°/90° FITTINGS, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED.
3. FOR 22-1/2° FITTINGS, MINIMUM OF 0.5 CUBIC FEET OF CONCRETE TO BE USED.
4. FOR TEES, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED. THRUST BLOCKS REQUIRED FOR IRRIGATION MAINLINE 2 1/2" AND LARGER.

4 L2.50 THRUST BLOCK REINFORCEMENT
SECTION NTS

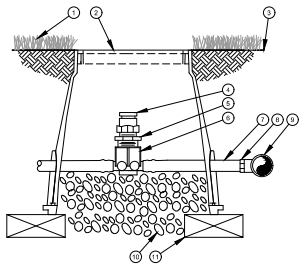



5 L2.50 TYPICAL CONTROL VALVE
SECTION NTS



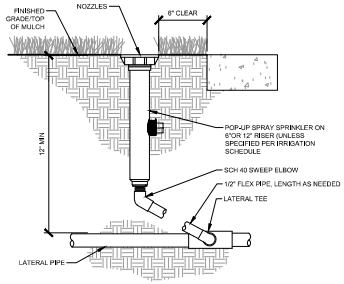

1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE:
6. BRICK (1 OF 2)
7. 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

6 L2.50 DRAIN VALVE
SECTION NTS

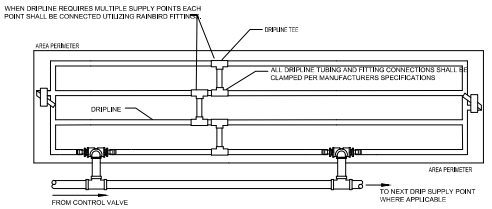


1. TURF GRASS
2. VALVE BOX LID
3. FINISH GRADE
4. 1" AIR RELIEF VALVE: TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
5. 1" X ½" PVC REDUCER BUSHING
6. BARB X FEMALE THREAD CONNECTOR:
7. ½" BLANK DRIPLINE TUBING:
8. BARB X MALE THREAD CONNECTOR:
9. PVC TEE CONNECTED TO PVC HEADER PIPE
10. 3" MINIMUM DEPTH OF ¾" WASHED GRAVEL
11. BRICK (1 OF 2)

7 L2.50 AIR RELIEF VALVE IN XFS DRIP LINE
SECTION NTS



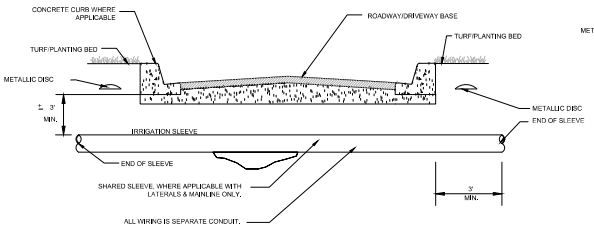

8 L2.50 TYPICAL IRRIGATION HEAD
SECTION NTS



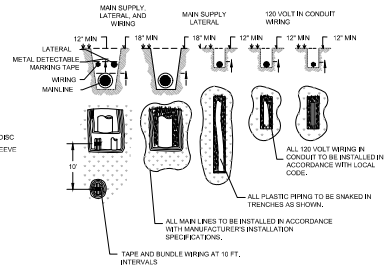

CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS. IF NOT SHOWN, INSTALL WITHIN ADJACENT GREEN AREA NOT IN A HIGHLY VISIBLE AREA.

NOTE:
1. DRIP TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 18 INCHES.
2. DRIP TUBING TO BE INSTALLED IN A GRID PATTERN. DRIP TUBING SHALL NOT BE INSTALLED IN A LONG CONTINUOUS RUN.
3. CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS (IF SHOWN).

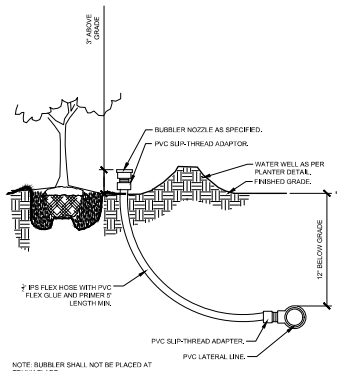
9 L2.50 TYPICAL DRIP LINE
PLAN NTS




10 L2.50 TYPICAL SLEEVING
SECTION NTS




11 L2.50 TYPICAL TRENCHING
SECTION / PLAN NTS




NOTE: BUBBLER SHALL NOT BE PLACED AT TRUNK FLARE.

12 L2.50 TYPICAL BUBBLER
SECTION NTS

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| No. | REVISIONS | DATE | BY |
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KHA PROJECT 149680169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF
DATE: 4/21/2025

# IRRIGATION DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER L2.50

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K – NOVA & HAND Layout:L2.50 April 21, 2025 04:06:23pm K:\tbb_civil\149680169–circle k –nova & hand\CADD\CONST\plansheets\L2.00 – IRRIGATION PLAN.dwg
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## Permit Requirements

Property owners who wish to install, expand or substantially modify an irrigation system are required, in advance of such work, to obtain an irrigation permit from the Florida Department of Health in Volusia County. Irrigation installation requirements are described in the following county ordinances:

Landscape Irrigation Ordinance [https://www.volusia.org/services/growth-and-resource-management/environmental-permitting/water-conservation-ordinance.stml#:~:text=Landscape%20Irrigation%20Ordinance]

Water Pumping Facilities & Irrigation Systems - Section 74-61 to 68 County Ordinance [https://volusia.municode.com/resources/ordinances/id/1000000000000000000/water-pumping-facilities-irrigation-systems-74-61]

The Volusia County Health Department developed an Irrigation Permitting Packet [https://www.volusia.org/services/growth-and-resource-management/environmental-permitting/irrigation-permitting/irrigation-permitting-packet.stml] to assist applicants. Attached is the application form, a Declaration/Owner Irrigation Self-Certification Checklist and a site plan template. Please call our office at 386-874-3455 for more information.

A summary of the specific requirements is as follows:

1. Automatic irrigation controllers, when utilized, shall contain a functional rain sensor device, capable of being set at one inch or less, and battery backup capability to retain programming in the event of a power failure.
2. A site survey plan(s) and a stationary structure, tree and other overhead obstructions and show the height of the sprinkler coverage.
3. Backflow with check valves. Look in backflow boots to prevent back traffic.
4. Consider prevailing environmental conditions prescribed in section 74-45.
5. Irrigation design with the appropriate uniformity for the type of plant being grown and for the type of soil.
6. Irrigation system equipment installed as designed.
7. Irrigation design shall be based on available flow rate, vegetative grouping (i.e., turf, shrubs, native plants, etc.), sprinkler types (i.e., sprinklers with matching precipitation rates) and soil characteristics.
8. Spray heads and rotors not mixed in same zone.
9. Distribution equipment by a given zone having matched precipitation rates.
10. Application rates that avoid runoff and permit uniform water infiltration into the soil, considering land slope, soil type and/or polymerics, vegetative covers over and prevailing winds.
11. A minimum separation of four inches between distribution equipment and hardscape.
12. A minimum separation of 18 inches between distribution equipment and buildings and other vertical structures.
13. No direct spray onto walkways, buildings, roadways and drives.

| | STANDARD CONSTRUCTION DETAIL<br>IRRIGATION SYSTEM REQUIREMENTS<br>NTS | INDEX<br>LS-14A<br>MAY 2020 |
|---|---|---|

LS-14A L2.51 IRRIGATION SYSTEM REQUIREMENTS NTS

14. Laser spot patterns providing best to best coverage.
15. Water conserving systems with a flow velocity of five feet per second or less.
16. Pipelines designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
17. Pressure regulating heads.
18. A maintenance checklist provided to the property owner by the irrigation contractor describing type of recommended maintenance needed, people to call for service, damage screening to control, responsibilities for checking rain sensor device, filter cleaning recommendations and information on the nearest water distributor.

## Landscape Requirements

1. A high volume irrigation zone shall not exceed 20 percent of the landscaped area. Low or medium volume irrigation shall not be utilized in lieu of any high volume irrigation zone.
2. A medium volume irrigation zone shall not exceed 60 percent of the landscaped area. However, the limitation zone may increase up to 75 percent medium volume irrigation limit, if no high volume irrigation zone is in the area.
3. A low volume irrigation zone may be utilized for an entire landscaped area with the exception of native vegetation areas regulated by section 62-672(b)(4).
4. In the alternative to (1), (2) and (3) above, if 80 percent of the pre-existing native vegetation is retained on site, the remaining 20 percent of the landscaped area may be a high volume irrigation zone. For all pre-existing native vegetation retained on a parcel:
   a. No supplemental water shall be applied to the native vegetation zone.
   b. Only hand pruning of native vegetation is allowed.
   c. Mechanical mowing or chemical is prohibited.

## License Requirements

No person may install or repair an irrigation system in Volusia County unless they possess a valid irrigation certificate of competency from the Department. The following persons are exempted from having to possess a certificate of competency:

- Licensed Florida Water Well Contractors and Florida State Certified Plumbing Contractors.
- Florida State Registered Plumbing Contractors.
- Property owners who personally perform construction, maintenance or repairs on an irrigation system that services his or her owner-occupied single family residence.

| | STANDARD CONSTRUCTION DETAIL<br>IRRIGATION SYSTEM REQUIREMENTS<br>NTS | INDEX<br>LS-14B<br>MAY 2020 |
|---|---|---|

LS-14B L2.51 IRRIGATION SYSTEM REQUIREMENTS NTS

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# IRRIGATION DETAILS

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L2.51




BI-LINGUAL LAWNBOSS™ RECLAIMED WATER WARNING SIGN AND STAKE (BY RECYCLE REMINDERS - PART# K-9493, COLOR PURPLE) TO BE UTILIZED WHERE INDICATED ON PLANS. CONTRACTOR TO INSTALL PER MANUFACTURER'S SPECIFICATIONS.

WWW.RECYCLEREMINDERS.COM

1 L2.51 RECLAIMED WATER WARNING SIGN 1" = 1'

## IRRIGATION SYSTEM NOTES:

1. THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.
2. SET SPRAY HEADS 6" AND ROTORS 12" IN FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.
3. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS PRIOR TO SUBMITTING PROPOSAL. THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.
4. CONTRACTOR TO PROVIDE NEW AUTOMATIC CONTROLLER FOR PROPOSED SYSTEM (NO BATTERY OPERATED CONTROLLERS ALLOWED). COORDINATE LOCATION WITH OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AUTOMATIC RAIN SENSOR. COORDINATE LOCATION W/ OWNER.
6. IRRIGATION SHALL NOT BE COMBINED ON A SINGLE ZONE AND SHALL BE ZONED ACCORDING TO IRRIGATION TYPE, PRECIPITATION RATE, AND THE SYSTEMS AVAILABLE WATER / PRESSURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR REVIEW PRIOR TO INSTALLATION.
7. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.
8. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.
9. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.
10. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.
11. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.
12. PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL.

PRE-APPROVED MANUFACTURERS:
1. TORO
2. HUNTER
3. RAINBIRD

13. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.
14. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED WITHIN SCH. 40 PVC 2x SIZE OF PIPE AND FREE OF STONES/DEBRIS. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS.
15. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.
17. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.
18. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SCH. 40 PVC SLEEVES, WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.
19. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK PROGRAM DESIGNATION.
20. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.
21. ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.
22. ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS:
    CONTROL WIRES - #14
    COMMON WIRES - #14
23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS:
    -RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).
24. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).
25. HEADS, LATERALS, EMITTERS, AND VALVES ARE NOT SHOWN, BUT ARE NECESSARY FOR A FULLY FUNCTIONING IRRIGATION SYSTEM.
26. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION LATERAL SHALL BE ONE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBING, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.
27. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.
28. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE OR FLUSH VALVE WILL BE REQUIRED FOR THAT ZONE. DRIPLINE SHALL PROVIDE 0.9 GPH EMITTERS, 12" O.C. WITH 12" LINE SPACING AT A MINIMUM.
29. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. SPLICING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2-WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.
30. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1-½" ELECTRICAL CONDUIT.
31. SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4".
32. IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1.05" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.
33. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES. DO NOT TRENCH THROUGH EXISTING ROOT SYSTEMS OF ANY VEGETATION INTENDED TO BE PRESERVED.
34. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.
35. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION DENOTED ON THE LANDSCAPE PLAN.
36. IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.
37. IRRIGATION SOURCE TO BE EITHER WELL, POTABLE, OR NON-POTABLE WATER. IRRIGATION CONTRACTOR TO VERIFY SOURCE PRIOR TO DESIGN.
38. POINT OF CONNECTION TO BE DETERMINED BY OWNER. IRRIGATION SYSTEM CONNECTIONS TO THE LOCAL JURISDICTION SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.
39. IRRIGATION CONNECTION MAY REQUIRE BACKFLOW PREVENTION. VERIFY WITH LOCAL JURISDICTION.
40. IRRIGATION SYSTEM SHALL COMPLY WITH THE LOCAL JURISDICTION LAND DEVELOPMENT CODE.

2 L2.51 TYPICAL SCHEMATIC IRRIGATION NOTES

Plotted By:Geiza, Kathy Sheet Set:CIRCLE K — NOVA & HAND Layout:L2.52 April 21, 2025 04:06:28pm K:\Job_civil\149880169-circle k--nova & hand\CADD\CONST\planesheets\L2.00 - IRRIGATION PLAN.dwg
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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

DATE: 4/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY MTF

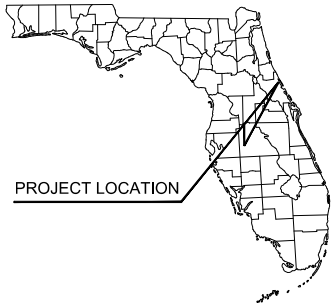
# IRRIGATION SPECIFICATIONS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER L2.52

# CONSTRUCTION PLANS
FOR
# CIRCLE K - NOVA & HAND




699 S NOVA RD
ORMOND BEACH, FLORIDA 32174
APRIL 21, 2025

PARCEL ID: 424203050222 & 424203050225

## PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A REDEVELOPMENT OF AN 1.88 ACRE SITE PREVIOUSLY SERVING A BANK. PROPOSED IMPROVEMENTS WILL CONSISTS OF DEMOLITION OF THE EXISTING IMPROVEMENTS FOR CONSTRUCTION OF A GAS STATION WITH 12 FUEL PUMPS AND ASSOCIATED INFRASTRUCTURE.

## LEGAL DESCRIPTION

PARCEL 1:
THE SOUTHERLY 200 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK P, PAGE 1,EXCEPTING THAT PART OF NOVA ROAD AND LESS A TRIANGULAR PARCEL FOR SR 5A R/W PURSUANT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DEED, RECORDED APRIL 6, 1984 IN OFFICIAL RECORDS BOOK 2553, PAGE 1066, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

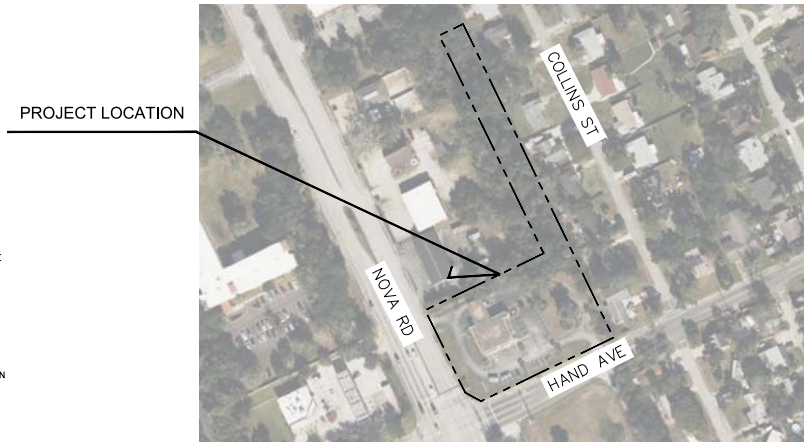
AND LESS AND EXCEPT

THAT CERTAIN PARCEL OF LAND AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 1146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:

THE EASTERLY 50 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK P, PAGE 1, VOLUSIA COUNTY, FLORIDA EXCEPTING THAT PORTION OF SAID OF SAID PARCEL DESCRIBED AS THE SOUTHERLY 200 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5 AND FURTHER EXCEPTING THE NORTHERLY 5 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.




VICINITY MAP
NTS

SECTION 42, TOWNSHIP 14, RANGE 32

**There has been a Site Plan Review Committee scheduled for May 14, 2025, starting at 9am to review this project. The intent of this meeting is to provide a final Site Plan Review Committee determination on this project. Staff is aware that the items of (1) hours of operation and (2) left hand turning movement onto Hand Avenue that may lead to appeal of a Site Plan Review Committee. Any interested individual would have the ability to address the Site Plan Review Committee and provide information on the project. The Site Plan Review Committee may act upon the overall application and condition approval based on the resolution of remaining technical comments.**

## PROJECT TEAM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PREPARED BY

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| SHEET INDEX | |
|---|---|
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| C1.0–C1.1 | GENERAL NOTES |
| C2.0 | SWPPP |
| C2.1 | EROSION CONTROL DETAILS |
| C3.0 | OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN |
| C3.1 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C4.0 | OVERALL SITE PLAN |
| C4.1 | SITE PLAN |
| C5.0 | OVERALL PAVING, GRADING, AND DRAINAGE PLAN |
| C5.1 | PAVING, GRADING, AND DRAINAGE PLAN |
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| L2.00 | IRRIGATION PLAN |
| L2.50 | IRRIGATION DETAILS |
| L2.51 | IRRIGATION DETAILS |
| L2.52 | IRRIGATION SPECIFICATIONS |

## UTILITY PROVIDERS

WATER & SEWER:
CITY OF ORMOND BEACH
501 N ORCHARD ST
ORMOND BEACH, FL 32174
CONTACT: MIKE STEPHENSON, PE
PHONE: (386) 676-3383

POWER:
FLORIDA POWER & LIGHT
4215 UP THE GROVE LN
ENV/WP8 BLDG 8
WEST PALM BEACH, FL 33407
CONTACT: USIC DISPATCH CENTER
PHONE: (800) 778-9140

GAS:
TECO PEOPLES GAS - DAYTONA
8416 PALM RIVER RD
TAMPA, FL 33619
CONTACT: HEATH MCARDLE
PHONE: (407) 420-6674

CABLE/TELEPHONE:
CHARTER COMMUNICATIONS
4145 S FALKENBURD RD, SUITE 4
RIVERVIEW, FL 33578
CONTACT: USIC DISPATCH
PHONE: (800) 778-9140

TELEPHONE:
AT & T/ DISTRIBUTION
1120 S ROGERS CIR
BOCA RATON, FL 33487
CONTACT: DINO FARRUGGIO
PHONE: (561) 997-0240

FIBER OPTIC:
UNIT FIBER LLC
2000 CORPORATE DR
CANONSBURG, PA 15317
CONTACT: SOUTHERN LIGHT
EMERGENCY DISPATCH
PHONE: (800) 961-6500

JAROD C. STUBBS
P.E.# 89387
APRIL 21, 2025

Digitally signed by Jarod Stubbs
Date: 2025.04.21 15:11:40-04'00'

CIRCLE K – NOVA & HAND
APRIL 21, 2025
ENGINEER'S PROJECT No. 149880169

REVISIONS:

| No. | DESCRIPTION |
|---|---|


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## GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. ALL OTHER UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 811 TO HAVE EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

2. THE LOCATIONS OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.

3. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.

4. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE 811" AT 811 OR 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, SUCH AS RIGHT OF WAY PERMIT(S), EXCAVATION/FILL PERMIT(S), FIRE PROTECTION PERMIT(S), OR UNDERGROUND UTILITY PERMIT(S), PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA OF APPLICABLE AGENCIES, SCHEDULING OF INSPECTIONS, AND OBTAINING REQUIRED INSPECTIONS FROM AGENCY.

7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

8. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.

9. CONTRACTOR TO COORDINATE WITH THE OWNER AND THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.

10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A DULY LICENSED PLUMBING CONTRACTOR (OR CLASS A GENERAL CONTRACTOR) PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.

11. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.

12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.

13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.

14. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.

15. ALL DIMENSIONS ARE TO FACE OF CURB.

16. ALL SIGNAGE MUST COMPLY WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE

17. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING ACTIVITIES NECESSARY TO PERFORM THE WORK WITHIN THESE PLANS

18. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

19. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

20. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A A LICENSED LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA.

21. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.

## TREES AND VEGETATION

1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. SEE DEMOLITION PLAN FOR TREES TO BE REMOVED. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY WOOD FENCING PER DETAIL ON SHEET C3.11.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

## DEMOLITION

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.

3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".

5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.

6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.

7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".

8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.

## STORM DRAINAGE SYSTEM

1. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."

2. THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM" IS REFERRED TO FOR THE STRUCTURAL DESIGN OF DRAINAGE STRUCTURES SPECIFIED IN THESE PLANS, AS REFERENCED BY STANDARD INDEX. ALL SPECIALTY DRAINAGE STRUCTURES REQUIRE SEPARATE STRUCTURAL DESIGN, WHICH IS NOT INCLUDED IN THESE PLANS. STATION OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE TOP (I.E. DITCH BOTTOM INLET OR CURB INLET TOP), AS OPPOSED TO THE STRUCTURE BASE.

3. ALL STORM SEWER PIPE SHALL HDPE UNLESS OTHERWISE NOTED. IF STORM SEWER PIPE IS NOTED TO BE REINFORCED CONCRETE, IT SHALL BE CLASS III (ASTM C-76). ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

4. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. LENGTHS OF PIPE SHOWN WHICH TERMINATE WITH MITERED END OR FLARED END SECTIONS ARE MEASURED TO THE DOWNSTREAM INVERT OF THE MITERED END OR FLARED END SECTION.

5. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED IN ROADS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.

6. CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER, AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE.

8. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.

## DRAINAGE SYSTEM TESTING AND INSPECTION

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.

2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

## SAFETY

1. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

2. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE MINIMUM STANDARDS TO BE SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATIONS ARE LONGER THAN DAYTIME OPERATIONS.

## EARTHWORK / GRADING / DEMUCKING PROCEDURES

1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED FOR PURPOSES OF STORM WATER DESIGN, OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED.

2. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.

3. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

4. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE OWNER OR THEIR SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

6. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.

7. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.

8. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.

9. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.

10. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

## PAVING, GRADING AND DRAINAGE

1. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2 PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.

3. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

4. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.

5. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.

6. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)

7. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS.

8. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN TWO WEEKS FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.

9. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

10. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.

11. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.

12. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

13. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.

14. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL REPORT BY ECS FLORIDA, LLC DATED DECEMBER 29, 2017.

15. CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA UNLESS OTHERWISE NOTED.

## PAVING/GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

## PAVEMENT MARKING AND SIGNAGE

1. THE INSTALLATION, SHAPE, AND SIZE OF ALL SIGNS AND THEIR LETTERING SHALL COMPLY WITH THE LATEST EDITIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM". WHERE CONFLICTS EXIST BETWEEN THE PLANS AND THE ABOVE MENTIONED SPECIFICATIONS, THE MORE STRINGENT CRITERIA SHALL PREVAIL.

2. PROPOSED PAVEMENT MARKINGS IN THE R.O.W. SHALL BE PREFORMED THERMOPLASTIC.

## TEST, INSPECTION AND CLOSEOUT REQUIREMENTS

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. TV INSPECTION SHALL BE IN ACCORDANCE TO THE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

2. THE CONTRACTOR SHALL PERFORM LEAKAGE TESTS ON ALL GRAVITY SEWERS PER CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

3. AN AS-BUILT SURVEY SHALL BE PREPARED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSAUNT TO CHAPTER 472, FLORIDA STATUTES (F.S.) SHALL BE REQUIRED.

4. THE CONTRACTOR SHALL PROVIDE UTILITY AS-BUILT AND GRADING/DRAINAGE AS-BUILT RECORD DRAWINGS BASED ON THE CIVIL DESIGN PLAN SHEETS. ALL AS-BUILTS SHALL BE OVERLAID ON THE CIVIL DESIGN PLANS WITH THE DESIGN SHADED BACK AND THE AS-BUILT BOLD. THE AS-BUILTS SHALL BE SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR.

5. THE UTILITY AS-BUILT SHALL INCLUDE ALL SANITARY SEWERS AND FORCE MAIN SYSTEMS, POTABLE AND RECLAIMED WATER MAIN SYSTEMS, METERS, VALVES, FORCE MAINS, GAS MAINS, AND IRRIGATION LINES (2-INCH AND LARGER). CONTRACTOR TO PROVIDE ALL UTILITY CROSSING INFORMATION ON THE AS-BUILT. THE UTILITY AS-BUILTS SHALL IDENTIFY ALL WATER MAIN CROSSINGS WITH STORM AND SANITARY LINES INDICATING TOP OF PIPE AND INVERTS OF THE ABOVE CROSSING PIPE ALONG WITH CLEARANCE DIMENSIONS. THIS SHALL ALSO BE DONE FOR SANITARY/STORM CROSSINGS. ALL TEMPORARY SAMPLE POINT NUMBER (TSP#) LOCATIONS SHALL ALSO BE NOTED ON THE AS-BUILT. CONTRACTOR TO ALSO PROVIDE AN AS-BUILT ASSET TABLE IDENTIFYING SIZE OF PIPE OR FITTING AS WELL AS DEPTH TO TOP OF PIPE AND NORTHING AND EASTING OF EACH FITTING/VALVE, ETC. AS-BUILT DRAWINGS SHALL PROVIDE GPS COORDINATES FOR SANITARY STRUCTURES.

6. THE GRADING/DRAINAGE AS-BUILT SHALL INCLUDE ALL CONSTRUCTED IMPROVEMENTS THAT HAVE LOCATION AND/OR ELEVATION INFORMATION CALLED-OUT ON THE PLANS. THE AS-BUILT SHALL CLEARLY PROVIDE THE SAME INFORMATION IDENTIFIED ON THE DESIGN DOCUMENTS AND ALSO THE CONSTRUCTED LOCATIONS AND ELEVATIONS AS-BUILT INFORMATION.

7. THE CONTRACTOR SHALL PROVIDE A SIGNED AND SEALED LETTER FROM THE INDEPENDENT TESTING AGENCY THAT STATES CONFORMANCE WITH THE CONTRACT DOCUMENT REQUIREMENTS FOR COMPACTION TESTING. THE CONTRACTOR IS TO PROMPTLY NOTIFY THE OWNER AND ENGINEER OF RECORD WHEN ANY TESTING OR INSPECTIONS ARE DEFICIENT OR IRREGULAR.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

# GENERAL NOTES

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C1.0

Plotted By:Harrison, Ariel Sheet Set:CIRCLE K - NOVA & HAND Layout:C1.0 April 21, 2025 05:40:24pm K:\Vde_ofd\149880169-circle k - nasca & hand\CADD\CONSTRUCTION\Sheets\C1.0 - NOTES.dwg
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## POTABLE WATER SYSTEM

1. ALL DIP PIPE SHALL BE CLASS 50 OR HIGHER. REFER TO NOTE #4 BELOW FOR ADDITIONAL DIP SPECIFICATIONS. ADEQUATE MEASURES AGAINST CORROSION SHALL BE UTILIZED.

2. ALL WATER MAIN PIPE FITTINGS AND APPURTENANCES SHALL BE INSTALLED TO COMPLY WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS.

3. ALL WATER SERVICE LINES, VALVES AND METERS SHALL BE INSTALLED TO COMPLY WITH APPLICABLE MUNICIPALITY/AGENCY DEPARTMENT STANDARDS AND SPECIFICATIONS.

4. ALL DUCTILE IRON PIPE, 4" TO 24", SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C151/A21.51. PIPE SHALL BE FURNISHED IN 18 OR 20 FOOT SECTIONS, PIPE THICKNESS SHALL BE CLASS 50, UNLESS OTHERWISE SPECIFIED.

5. ALL WATER SYSTEM CONSTRUCTION, UP TO AND INCLUDING POINT OF METERING AND BACK FLOW PREVENTION (IF REQUIRED), SHALL BE BUILT ACCORDING TO THE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

6. CONTRACTOR TO INSTALL TEMPORARY BLOWOFFS, AT THE END(S) OF PROPOSED WATER MAINS AND SERVICE LATERALS TO BUILDING(S), TO ASSURE ADEQUATE FLUSHING AND DISINFECTION/CHLORINATION.

7. ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA MANUAL M23, CONCERNING HYDROSTATIC TESTING OF PVC PIPING. OFF-SITE UTILITIES HYDROSTATIC TESTING TO BE WITNESSED BY CITY OF ORMOND BEACH.

8. ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND CITY OF ORMOND BEACH WATER DEPARTMENT SPECIFICATIONS.

9. ALL PVC WATER MAIN, 4" TO 8" DIAMETER PIPING, SHALL CONFORM TO ASTM D2241 AND ASTM 1784. PIPE SHALL BE AWWA C-900 DR-18. JOINTS SHALL BE RUBBER GASKETED PUSH-ON CONFORMING TO ASTM D1869.

10. ALL POLYVINYL CHLORIDE PIPE SHALL BE LAID WITH AN INSULATED 12 GAUGE A.W.G. SOLID STRAND COPPER WIRE WOUND AROUND THE PIPE FORMING ONE COMPLETE SPIRAL PER JOINT OF PIPE. THIS WIRE IS TO BE CONTINUOUS WITH SPLICES MADE ONLY BY METHODS APPROVED BY THE ENGINEER. THIS WIRE IS TO BE SECURED TO ALL VALVES, TEES AND ELBOWS.

11. ALL POTABLE WATER MATERIALS AND INSTALLATION SHALL CONFORM WITH THE ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

## POTABLE WATER TESTING AND INSPECTION

1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH ORMOND BEACH UTILITIES DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER AND APPLICABLE AGENCY INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.

2. CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING, AND OBTAIN CLEARANCE OF DOMESTIC AND FIRE LINE WATER SYSTEM(S). COPIES OF ALL BACTERIOLOGICAL TEST RESULTS ARE TO BE SUBMITTED TO THE OWNER'S ENGINEER FOR CERTIFICATION PURPOSES.

## SANITARY SYSTEM

1. ALL PVC PIPE SHALL BE SOLID WALL POLYVINYL CHLORIDE PIPE AND COMPLY WITH ASTM D 3034 AND ALL APPLICABLE ASTM DOCUMENTS AS COVERED IN SECTION NO. 2 OF ASTM D 3034. MAIN LINES SHALL BE A MINIMUM OF 8" DIAMETER, AND LATERALS SHALL BE A MINIMUM 6" DIAMETER.

2. ALL GRAVITY SEWERS MUST BE SDR 35 PVC, EXCEPT FOR PIPE DEEPER THAN 14 FEET, IN WHICH CASE SDR 26 PIPE SHALL BE USED. ELASTOMERIC GASKET JOINTS SHALL BE UTILIZED FOR PVC PIPE, AND SHALL COMPLY WITH ASTM F477, ASTM D3034 & ASTM F679. JOINTS SHALL COMPLY WITH ASTM D3212.

3. ALL ON-SITE PVC FORCE MAINS (IF REQUIRED) SHALL BE CLASS 200, DR 14 FOR 4" DIAMETER, AND CLASS 150 DR 18 FOR 6" TO 12" DIAMETER PIPE, IN ACCORDANCE WITH AWWA C900 STANDARDS. PVC FORCE MAIN PIPE SMALLER THAN 4" DIAMETER SHALL BE CLASS 200, SDR 21, IN ACCORDANCE WITH ASTM D 2241. FORCE MAIN SHALL BE SPIRAL WRAPPED WITH 2 INCH WIDE DARK GREEN STICK-ON VINYL TAPE. FORCE MAINS WITHIN THE RIGHT-OF-WAY SHALL BE CLASS 52 DIP, MINIMUM 4" DIAMETER.

4. ALL SANITARY MANHOLES SHALL BE LOCATED NO MORE THAN 400 FEET APART AND SHALL CONFORM TO THE DETAILS CONTAINED HEREIN, AS WELL AS WITH ASTM C478.

5. ALL SLOPES FOR GRAVITY SEWER MAINS AND SERVICE CONNECTIONS SHALL COMPLY WITH THE FOLLOWING MINIMUM GRADES: 4" @ 2.00%; 6" @ 1.00% ; AND 8" @ 0.40%.

6. ALL SANITARY SEWER WORK SHALL CONFORM WITH APPLICABLE CITY OF ORMOND BEACH UTILITIES DEPARTMENT TECHNICAL PROVISIONS.

7. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING PROPOSED FACILITIES TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION(S) OF EXISTING CONNECTION POINT(S) AND NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.

8. SANITARY SEWER MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE MAIN LINES.

## SANITARY TESTING AND INSPECTION

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

2. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

3. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
   A. 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.
   B. EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET
   C. AIR TESTS, 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 FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.

4. CONTRACTOR TO PERFORM APPROPRIATE DEFLECTION TESTS 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:
   A. NO PIPE SHALL EXCEED A DEFLECTION OF 5%
   B. USING A 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 ISSPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.
   C. PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

5. CONTRACTOR TO INSPECT & TEST MANHOLE FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE. AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

## FIRE NOTES

1. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES PER NFPA 1: 16.4.3.1.1.

2. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE PER NFPA 1: 16.4.3.1.3.

3. CERTIFIED PORTABLE FIRE EXTINGUISHERS SHALL BE PRESENT AND POSITIONED AROUND THE CONSTRUCTION WORK SITE PER NFPA 1.

4. FIRE DEPARTMENT ACCESS ROADS PROVIDED IN ACCORDANCE WITH NFPA 1" 18.2.3 SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION PER NFPA 1: 16.1.4. DELINEATE FIRE DEPARTMENT ACCESS ROADS DURING SITE CONSTRUCTION.

5. THE CONSTRUCTION SITE SHALL BE ACCESSIBLE TO THE FIRE DEPARTMENT AT ALL TIMES IN THE CASE OF FIRE OR OTHER EMERGENCY. SHOULD REASONABLE FIRE DEPARTMENT APPARATUS SITE ACCESS NOT BE AVAILABLE AT ALL TIMES THE FIRE MARSHAL MAY STIPULATE THAT ADDITIONAL SITE ACCESS/ROADWAY IMPROVEMENTS TAKE PLACE IMMEDIATELY.

6. POST A TEMPORARY ADDRESS OR PROJECT NAME CLEARLY VISIBLE FROM THE MAIN ACCESS ROAD, MARK EACH BUILDING WITH AN ADDRESS BUILDING NUMBER.

7. A SUITABLE LOCATION AT THE SITE SHALL BE DESIGNATED AS A COMMAND POST AND PROVIDED WITH PLANS, EMERGENCY INFORMATION, KEYS, COMMUNICATIONS, AND EQUIPMENT, AS NEEDED PER NFPA 1: 16.3.4.1.

8. PROPOSED BURNING OF CLEARED MATERIALS WILL REQUIRE A PERMIT FROM THE FLORIDA FOREST SERVICE, BUNNELL OFFICE.

9. UPON BUILDING COMPLETION, THE BUILDINGS WILL BE IN COMPLIANCE WITH NFPA 1:11.10.1 (7TH EDITION FL FIRE PREVENTION CODE OR FUTURE ADOPTED EDITION), AND FL STATE STATUTE 633.202 (PARAGRAPH 18), AS APPLICABLE, IN REGARD TO F.D. TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEMS. THE POSSIBLE NEED FOR SUCH A SYSTEM WILL BE DETERMINED BASED UPON TESTING REQUIREMENTS APPROVED BY VOLUSIA COUNTY RADIO SERVICES AND PERFORMED BY AN AUTHORIZED COMMUNICATIONS CONTRACTOR UTILIZING RADIO SIGNAL STRENGTH GRID TESTING OF THE BUILDINGS IN ACCORDANCE WITH NFPA72 (2016 OR FUTURE ADOPTED EDITION) AND NFPA 1221 (2016 OR FUTURE ADOPTED EDITION). THE REQUIRED RADIO SIGNAL STRENGTH GRID TESTING SHALL BE PERFORMED ONCE THE BUILDINGS ARE SUBSTANTIALLY CONSTRUCTED AND PRIOR TO BUILDING C.O.

10. SHOULD A TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEM BE DETERMINED TO BE REQUIRED BASED UPON THE TESTING REFERENCED ABOVE, IT SHALL BE INSTALLED PRIOR TO BUILDING C.O. SHOULD THE BUILDING RECEIVE A C.O.O PRIOR TO THE TESTING AND/OR REQUIRED INSTALLATION OF SUCH A SYSTEM, THIS REQUIREMENT MAY BE RETROACTIVELY APPLIED AT A FUTURE DATE BY THE ORMOND BEACH FIRE DEPARTMENT AND/OR VOLUSIA COUNTY RADIO SERVICES, AND AT THE BUILDING OWNER'S SOLE EXPENSE.

11. LEGIBLE SIGNAGE MUST BE PROVIDED AT EACH FIRE RISE/FIRE ALARM CONTROL PANEL ROOM ON EACH BUILDING.

## PEDESTRIAN SIGNAL NOTES

GENERAL SIGNAL/PEDESTRIAN

I. THE CONTRACTOR SHALL NOTIFY VOLUSIA COUNTY TRAFFIC ENGINEERING AT LEAST TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. NOTIFY ALLEN CATES, TIM KARR AND WILLIAM WHITE (386) 736-5968.

2. THE CONTRACTOR SHALL COORDINATE WORK SCHEDULE, COORDINATE TIMING AND AUTHORIZATION OF POWER SERVICE WITH VOLUSIA COUNTY TRAFFIC ENGINEERING. NOTIFY ALLEN CATES, TIM KARR, BOBBY MADDOX, AND WILLIAM WHITE (386) 736-5968.

3. ANY ITEM NOT SPECIFICALLY ADDRESSED IN THESE PLANS, USE F.D.O.T. SPECIFICATIONS. ALL MATERIALS AND HARDWARE SHALL BE PRE-APPROVED BY VOLUSIA COUNTY TRAFFIC ENGINEERING.

4. IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY JACKING, DIRECTIONAL BORING, OR TRENCHING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE JOB SITE CONDITIONS BEFORE SUBMITTING A BID PROPOSAL.

5. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OR THE PROGRESSION OF ANY WORK SPECIFIED IN THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND PRIOR TO ANY FURTHER WORK ACTIVITY.

6. AT NO TIME IS THE CONTRACTOR TO CHANGE ANY SIGNAL TIMINGS. VOLUSIA COUNTY WILL MAINTAIN ALL SIGNAL TIMINGS BEFORE, DURING, AND AFTER CONSTRUCTION. IF ANY TIMING CHANGES ARE MADE BY THE CONTRACTOR, A TIMING SHEET SHALL BE PLACED IN THE CONTROLLER CABINET WITH DATE AND TIME OF INSTALLATION ALONG WITH A CONTACT NUMBER.

7. THE CONTRACTOR SHALL STAKE ALL POLE LOCATIONS PRIOR TO SETTING AND HAVE THE POLE LOCATIONS FIELD CHECKED BY VOLUSIA COUNTY TRAFFIC ENGINEERING. NOTIFY WILLIAM WHITE (386) 736-5968 FOR FIELD CHECK AND POLE LOCATION APPROVAL.

8. ALL UNDERGROUND CONDUIT ENTRY HOLES ON SIGNAL POLES SHALL BE STUBBED OUT.

9. DUE TO THE CLOSE PROXIMITY OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL HAND DIG THE FIRST (4) FOUR FEET OF ANY POLE / PEDESTAL FOUNDATION.

10. PEDESTRIAN HEADS SHALL BE COUNTDOWN LED MODULAR WITH INTERNATIONAL SYMBOLS. ADEQUATE SIGNAL CABLE SHALL BE RUN TO EACH SIGNAL POLE FOR FUTURE PEDESTRIAN HEADS. THREE (3) SPARE CONDUCTORS SHALL BE RUN TO THE FURTHEST PEDESTRIAN HEAD.

11. SIGNS FTP-25-04 AND R10-38 SHALL BE INCLUDED IN PAY ITEM 665-11-XX (FTP-688-06) COUNTDOWN PED SIGN.

12. CONTRACTOR TO ENSURE THAT 4 FT. X 4 FT. FLAT LANDING AREA IS ADJACENT TO ALL PED BUTTONS FOR PEDESTRIANS.

13. THE ALUMINUM PEDESTAL SHALL INCLUDE BREAKAWAY BASE AND SLIP FOOTER, COLLAR AND A SET SCREW.

CONDUIT/PULL BOXES

1. ALL CONDUIT SHALL BE 2 INCH MINIMUM UNLESS OTHERWISE SPECIFIED IN THE PLANS, ABOVE GROUND RIGID 2" GALVANIZED STEEL. UNDERGROUND SCHEDULE 40, BURIED AT 36".

2. WHEN MULTIPLE RUNS OF CONDUIT ARE PLACED UNDER PAVEMENT BY DIRECTIONAL BORE, JACKING OR TRENCHING, ONLY ONE RUN IS PAID FOR AS UNDER PAVEMENT. ADDITIONAL RUNS ARE TO BE PAID FOR AS UNDERGROUND CONDUIT.

3. AS DIRECTED BY THE PROJECT ENGINEER, THE CONTRACTOR SHALL ADJUST CONDUIT VERTICALLY TO AVOID ANY POSSIBLE CONFLICTS WITH UNDERGROUND UTILITIES.

4. PULL BOXES SHALL BE PLACED BEHIND THE CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, PULL BOXES SHALL BE LOCATED AT LEAST 10' FROM THE EDGE OF PAVEMENT. PULL BOXES WILL NOT BE LOCATED AT THE BOTTOM OF ANY DITCH OR RETENTION AREA/POND.

5. ALL ENDS OF CONDUITS IN PULL BOXES AND CABINETS SHALL BE SEALED WITH ELECTRICAL PUTTY AFTER WIRING IS COMPLETE.

6. PULL BOXES SHALL BE COMPOSITE AND THE COVERS SHALL BE F.D.O.T. APPROVED OF NON-METALLIC CONSTRUCTION WITH RECESSED COVER LOGO "TRAFFIC SIGNALS". (QUAZITE 1324 BK., 1212BA OR EQUAL).

7. ALL PULL BOXES SHALL HAVE A CONCRETE APRON PER FDOT SPEC. AROUND THE PULL BOX.

## PEDESTRIAN SIGNAL NOTES

VOLUSIA COUNTY PERMIT NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING OFFICE AT (386-736-5926), ONE BUSINESS DAY PRIOR TO BEGINNING ANY PERMITTED WORK, BEFORE ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.

2. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

8. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.

9. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS ARE NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.

UTILITIES

1. LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING Vv, Vh, Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY; THE VERIFIED LOCATIONS/ELEVATIONS APPLY AT THE POINT SHOWN. INTERPOLATION BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ANY UTILITY OWNER(S) THAT MAY OR MAY NOT BE A "SUNSHINE ONE-CALL" MEMBER IN ORDER TO COORDINATE UTILITY MARKING AND LOCATING AT A MINIMUM OF TWO DAYS PRIOR TO DIGGING. IT SHOULD BE NOTED THAT FDOT IS NOT A MEMBER OF "SUNSHINE ONE-CALL" AND THAT SEPARATE CONTACT WILL NEED TO BE MADE IN ORDER TO OBTAIN UTILITY LOCATE.

- ALL ROAD/ LANE CLOSURES "ARE SEPARATE FROM THE PERMIT" AND REQUIRE PLAN VIEW AND APPROVAL WITH 7 DAY ADVANCE NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY LANE CLOSURE. MOT IS REQUIRED ON ALL PROJECTS.
- ALL TRAFFIC & PEDESTRIAN SIGNALS (& SURROUNDING AREAS), "ARE NOT" A MEMBER OF SUNSHINE ONE CALL. LOCATES MUST BE REQUESTED/ LOCATED FROM VOLUSIA COUNTY TRAFFIC ENGINEERING AT 386-736-5968.
- THE VOLUSIA COUNTY- STAMPED " APPROVED" PERMIT PLANS MUST BE ONSITE AT ALL TIMES.
- NO TRENCH / EXCAVATIONS SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.
- SOD ALL DISTURBED AREAS.
- CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTO OF EXISTING ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCHES, CULVERTS AND ABOVEGROUND UTILITIES.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

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1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
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LICENSED PROFESSIONAL ENGINEER
JARED E. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# GENERAL NOTES

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C1.1

Plotted By:Harrison, Ariel Sheet Set:CIRCLE K – NOVA & HAND Layout:C1.1 April 21, 2025 05:40:31pm K:\Vdc_ofl\149880169-circle k -nova & hand\CADD\CONST\PlotSheets\C1.0 – NOTES.dwg
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# STORMWATER POLLUTION PREVENTION PLAN

**SITE DESCRIPTION**

PROJECT NAME AND LOCATION

CIRCLE K - NOVA & HAND
PARCEL ID #: 424203050222
ORMOND BEACH, FLORIDA

*SEE COVER SHEET FOR LOCATION MAP

DEVELOPER NAME AND ADDRESS
SHAFFER CONSTRUCTION, LLC
2601 NETWORK BLVD., SUITE 413
FRISCO, TX 75034
CONTACT: DIANE BERRY
PHONE: (407) 580-5173
EMAIL:DBERRY@SCHAFFERCONST.COM

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A REDEVELOPMENT OF AN 1.84 ACRE SITE PREVIOUSLY SERVING A BANK. PROPOSED IMPROVEMENTS WILL CONSISTS OF DEMOLITION OF THE EXISTING IMPROVEMENTS FOR CONSTRUCTION OF A GAS STATION WITH 12 FUEL PUMPS AND ASSOCIATED INFRASTRUCTURE.

PROJECT AREA: ±1.88 ACRES
CONTRIBUTING DRAINAGE AREA: ±1.88 ACRES

LONGITUDE : W 81° 04' 35.79" LATITUDE: N 29° 15' 49.41"

ULTIMATE RECEIVING WATERS: TOMOKA RIVER

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

| SOIL TYPES: SERIES NAME | HYDROLOGIC GROUP |
|---|---|
| PAOLA FINE SAND, 0-8 PERCENT SLOPES | A |

**SEQUENCE OF MAJOR ACTIVITIES**

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
3. CLEAR SITE AND GRUB IN ACCORDANCE WITH DEMOLITION PLAN
4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
5. FINISH CLEARING AND GRUBBING
6. REMOVE AND STORE TOPSOIL
7. PROVIDE INITIAL GRADING AS REQUIRED
8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
10. INSTALL BASE TO ROAD AND PARKING AREA
11. FINISH GRADING ENTIRE SITE
12. CONSTRUCT FINAL PAVING
13. REMOVE ACCUMULATED SEDIMENT
14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

NOTE: THE SEQUENCE OF CONSTRUCTION SHOWN ABOVE IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

**EROSION AND SEDIMENT CONTROLS**

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

STORMWATER COLLECTION SHALL BE PROVIDED BY DITCH BOTTOM INLETS. THE RUNOFF FROM THE SITE WILL DISCHARGE TO THE PROPOSED INLETS AND INTO THE PROPOSED UNDERGROUND STORMWATER CHAMBER SYSTEM WITH AN OUTFALL TIE IN TO THE HAND AVENUE DRAINAGE SYSTEM PER PRE-DEVELOPMENT FLOW PATH CONDITIONS.

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

STRUCTURAL PRACTICES:

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 SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A LIDDED DUMPSTER WITH A 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 THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE 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 ALL 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 POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE 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 THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

DUST & DEBRIS CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER.
DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

**ITEMS REQUIRING POLLUTION PREVENTION**

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT
-CONCRETE
-FERTILIZERS
-METAL PIECES
-PETROLEUM BASED PRODUCTS
-TAR
-CLEANING SUPPLIES
-DETERGENTS
-MASONARY BLOCK/BRICKS
-PAINT
-WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION
-WATER FROM WATER LINE FLUSHING
-PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

**SPILL PREVENTION AND CONTROL**

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING

SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY 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.

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.

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 THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

**SPILL CONTROL PRACTICES**

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-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.

**MAINTENANCE AND INSPECTION PRACTICES**

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE CHECKED DAILY AND AFTER EACH 0.5 INCH OR GREATER RAINFALL BY THE SUPERINTENDENT OR SOMEONE UNDER HIS/HER DIRECT SUPERVISION.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

-THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

**POLLUTION PREVENTION PLAN CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE 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.

SIGNED: _____ DATE: _____

JAROD C. STUBBS, P.E.
FLORIDA REGISTRATION NUMBER: 89387
PROFESSIONAL ENGINEER

**CONTRACTOR'S CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FORM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

| SIGNATURE AND DATE | NAME AND TITLE, COMPANY / ADDRESS AND TELEPHONE NUMBER | RESPONSIBILITY |
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REVISIONS

| No. | DATE | BY |
|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JAROD C. STUBBS, P.E.
No. 89387
STATE OF FLORIDA

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
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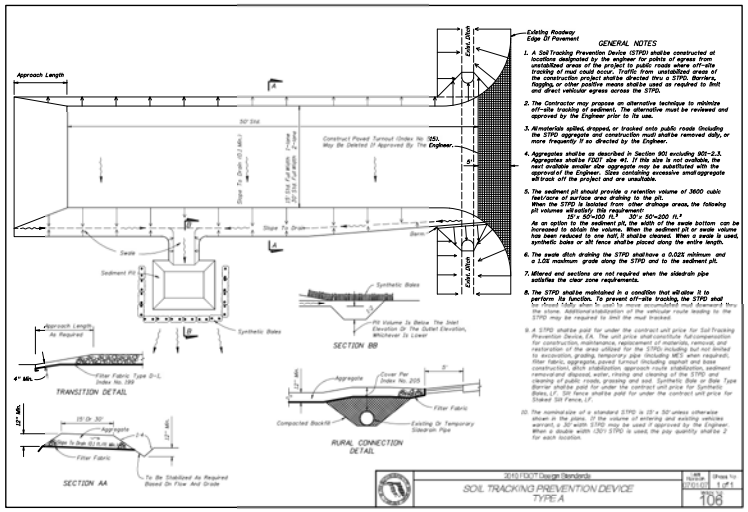
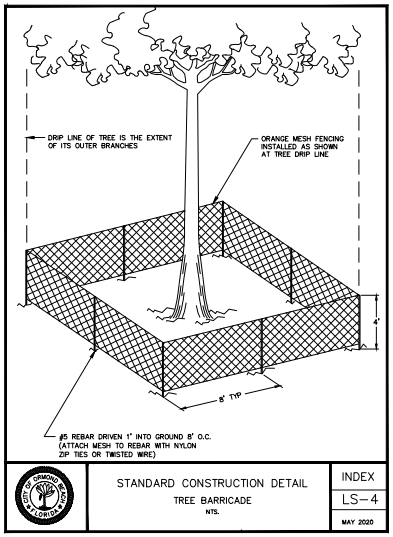
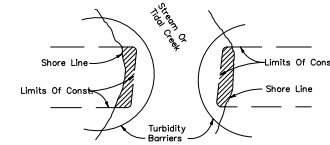
SWPPP

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C2.0

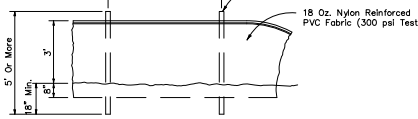


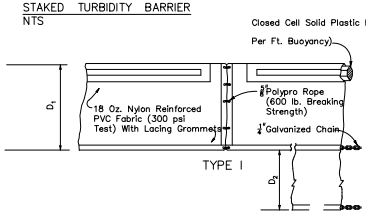




NOTE:

TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



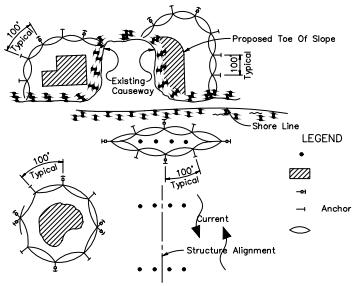

STAKED TURBIDITY BARRIER
NTS



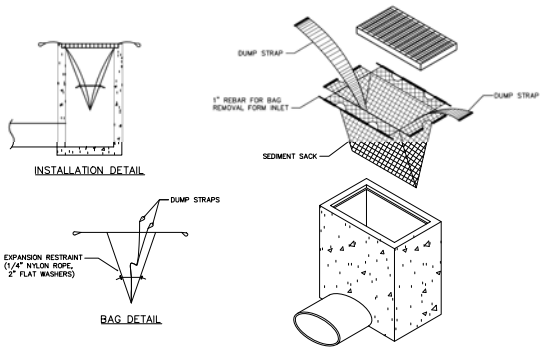

$D_1$ =5' Std. (Single Panel For Depths 5' or Less).
$D_2$ =5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

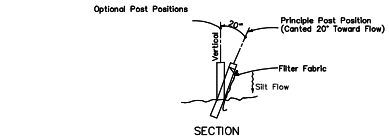
FLOATING TURBIDITY BARRIERS
NTS



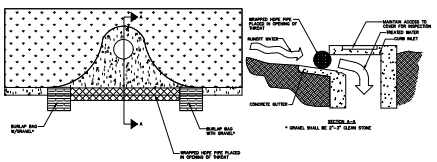

NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. FOR ADDITIONAL INFORMATION REFER TO FDOT INDEX #103




STANDARD INLET SEDIMENT CONTROL DEVICE
NTS

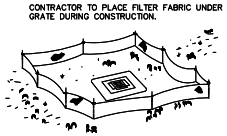



TYPE III SILT FENCE
NTS




SOCK DRAIN INLET SEDIMENT FILTER
NTS

NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW, PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.




Type III Silt Fence Protection Around Ditch Bottom Inlets.

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS
NTS

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PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STURGIS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

EROSION CONTROL DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C2.1

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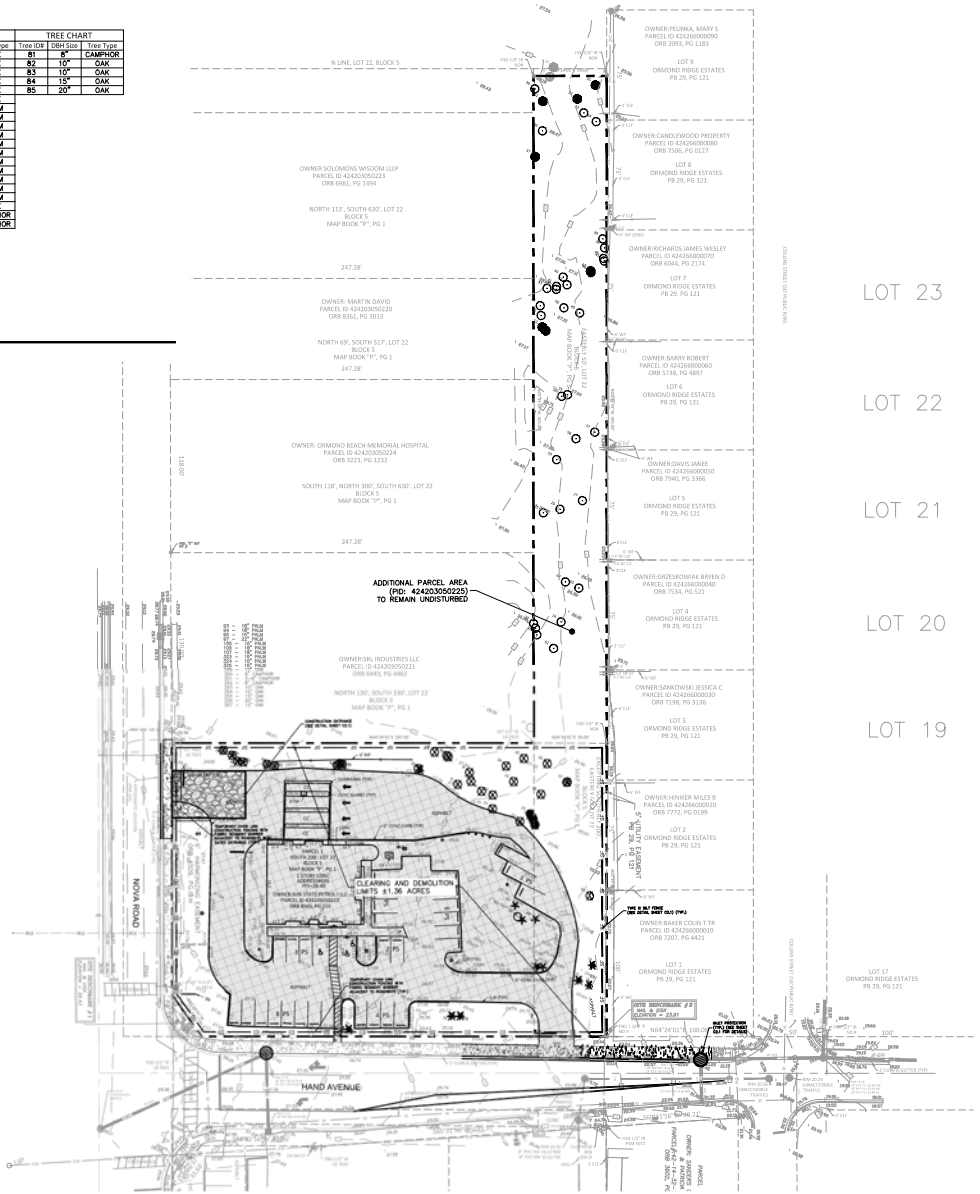
| TREE CHART | | | TREE CHART | | | TREE CHART | | | TREE CHART | | | TREE CHART | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type | Tree ID# | DBH Size | Tree Type |
| 1 | 18" | OAK | 21 | 6" | RAIN | 41 | 10" | OAK | 61 | 20" | OAK | 81 | 8" | CAMPHOR |
| 2 | 15" | PALM | 22 | 8" | OAK | 42 | 13" | OAK | 62 | 8" | OAK | 82 | 10" | OAK |
| 3 | 11" | OAK | 23 | 33" | OAK | 43 | 9" | OAK | 63 | 6" | OAK | 83 | 10" | OAK |
| 4 | 7" | OAK | 24 | 8" | OAK | 44 | 12" | OAK | 64 | 6" | OAK | 84 | 15" | OAK |
| 5 | 9" | OAK | 25 | 11" | OAK | 45 | 8" | OAK | 65 | 8" | OAK | 85 | 20" | OAK |
| 6 | 14" | OAK | 26 | 20" | OAK | 46 | 8" | OAK | 66 | 18" | OAK | | | |
| 7 | 8" | OAK | 27 | 12" | OAK | 47 | 12" | MAGNOLIA | 67 | 14" | PALM | | | |
| 8 | 10" | OAK | 28 | 22" | MAGNOLIA | 48 | 12" | OAK | 68 | 12" | PALM | | | |
| 9 | 12" | OAK | 29 | 21" | MAPLE | 49 | 11" | OAK | 69 | 12" | PALM | | | |
| 10 | 9" | OAK | 30 | 11" | OAK | 50 | 8" | OAK | 70 | 13" | PALM | | | |
| 11 | 9" | OAK | 31 | 7" | MAGNOLIA | 51 | 30" | MAGNOLIA | 71 | 18" | PALM | | | |
| 12 | 15" | OAK | 32 | 12" | MAGNOLIA | 52 | 30" | MAGNOLIA | 72 | 18" | PALM | | | |
| 13 | 7" | OAK | 33 | 13" | OAK | 53 | 7" | OAK | 73 | 15" | PALM | | | |
| 14 | 9" | OAK | 34 | 13" | OAK | 54 | 7" | OAK | 74 | 22" | PALM | | | |
| 15 | 16" | OAK | 35 | 20" | MAGNOLIA | 55 | 13" | OAK | 75 | 15" | PALM | | | |
| 16 | 8" | OAK | 36 | 15" | OAK | 56 | 18" | OAK | 76 | 18" | PALM | | | |
| 17 | 21" | MAPLE | 37 | 14" | MAGNOLIA | 57 | 7" | OAK | 77 | 18" | PALM | | | |
| 18 | 14" | OAK | 38 | 12" | OAK | 58 | 18" | OAK | 78 | 12" | OAK | | | |
| 19 | 8" | RAIN | 39 | 8" | OAK | 59 | 12" | OAK | 79 | 8" | CAMPHOR | | | |
| 20 | 6" | RAIN | 40 | 26" | OAK | 60 | 12" | OAK | 80 | 3-8" | CAMPHOR | | | |

78 — EXISTING TREE SYMBOL

EXISTING TREE ID#

EXISTING TREE LEGEND:

SEE TREE MITIGATION PLAN, SHEET L0.50 FOR DETAILS.




GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

CITY NOTES:
1. DEMOLITION PERMIT IS REQUIRED. SCHEDULE A WALK-THROUGH WITH THE CITY ENGINEERING INSPECTOR JASON WEIDENMILLER (JASON.WEIDENMILLER@ORMONDBEACH.ORG) FOR WATER AND SEWER CONNECTION FEE CREDITS.
2. CONTRACTOR TO COORDINATE WITH CITY OF ORMOND BEACH POLICE AND FIRE DEPARTMENT 2 WEEKS PRIOR TO BUILDING DEMOLITION FOR SCHEDULING A TRAINING EXERCISE. CONTACT KEN GAINES (KEN.GAINES@ORMONDBEACH.ORG) OR NATE QUARTIER (NATHAN.QUARTIER@ORMONDBEACH.ORG)

GENERAL NOTES:
1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
2. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
3. REFER TO SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
4. INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION. SEE DETAIL SHEET C7.0.
5. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE DETAIL SHEET C7.1.
6. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT TO CONSTRUCTION ACTIVITIES. SEE DETAIL SHEET C7.1.
7. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS, SEE SHEET C7.1.
8. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
9. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
10. CONTRACTOR IS TO VERIFY EXISTING SANITARY, STORM, WATER, ELECTRIC, PHONE, CABLE, AND NATURAL GAS SERVICES TO BUILDINGS SCHEDULED FOR DEMOLITION. SERVICES ARE TO BE ISOLATED FROM THE MAIN UTILITY SERVICE CONNECTIONS, AND CAPPED AND/OR REMOVED AS REQUIRED BY THE UTILITY PROVIDER. UTILITY SERVICES ARE TO BE ISOLATED IN A MANNER THAT WILL INSURE THAT ADJACENT PROPERTIES REMAIN CONNECTED WITHOUT EXPERIENCING AN INTERRUPTION OF SERVICE.
11. THERE MAY BE ON-SITE UNDERGROUND UTILITIES (INCLUDING BUT NOT LIMITED TO IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, FIBER OPTIC, ELECTRIC, TELEPHONE AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT SURVEYOR. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES.
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14. CONTRACTOR TO ENSURE TREE PROTECTION IS INSTALLED TO THE FULLEST EXTENT OF THE TREES' DRIP LINES.
15. DO NOT INSTALL TREE BARRICADES (SPECIFICALLY SILT FENCING MATERIAL) BY TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES.
16. PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES AS REQUIRED BY CHAPTER 33, AND TABLE 3306.1 OF THE FBC 8TH EDITION. PLEASE NOTE THAT SIGNS SHALL BE PROVIDED TO DIRECT PEDESTRIAN TRAFFIC.

LEGEND
- PROPERTY LINE (TYP.)
- INLET PROTECTION (SEE DETAIL SHEET C7.1)
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING FIRE LINE
- EXISTING STORM PIPE
- EXISTING FORCE MAIN
- EXISTING CONTOURS
- TREE TO BE REMOVED
- AREA TO BE DEMOLISHED
- SILT FENCE
- TEMPORARY CONSTRUCTION FENCE

VERTICAL DATUM:
ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

| No. | REVISIONS | DATE | BY |
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| | | | |

Kimley»Horn
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PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

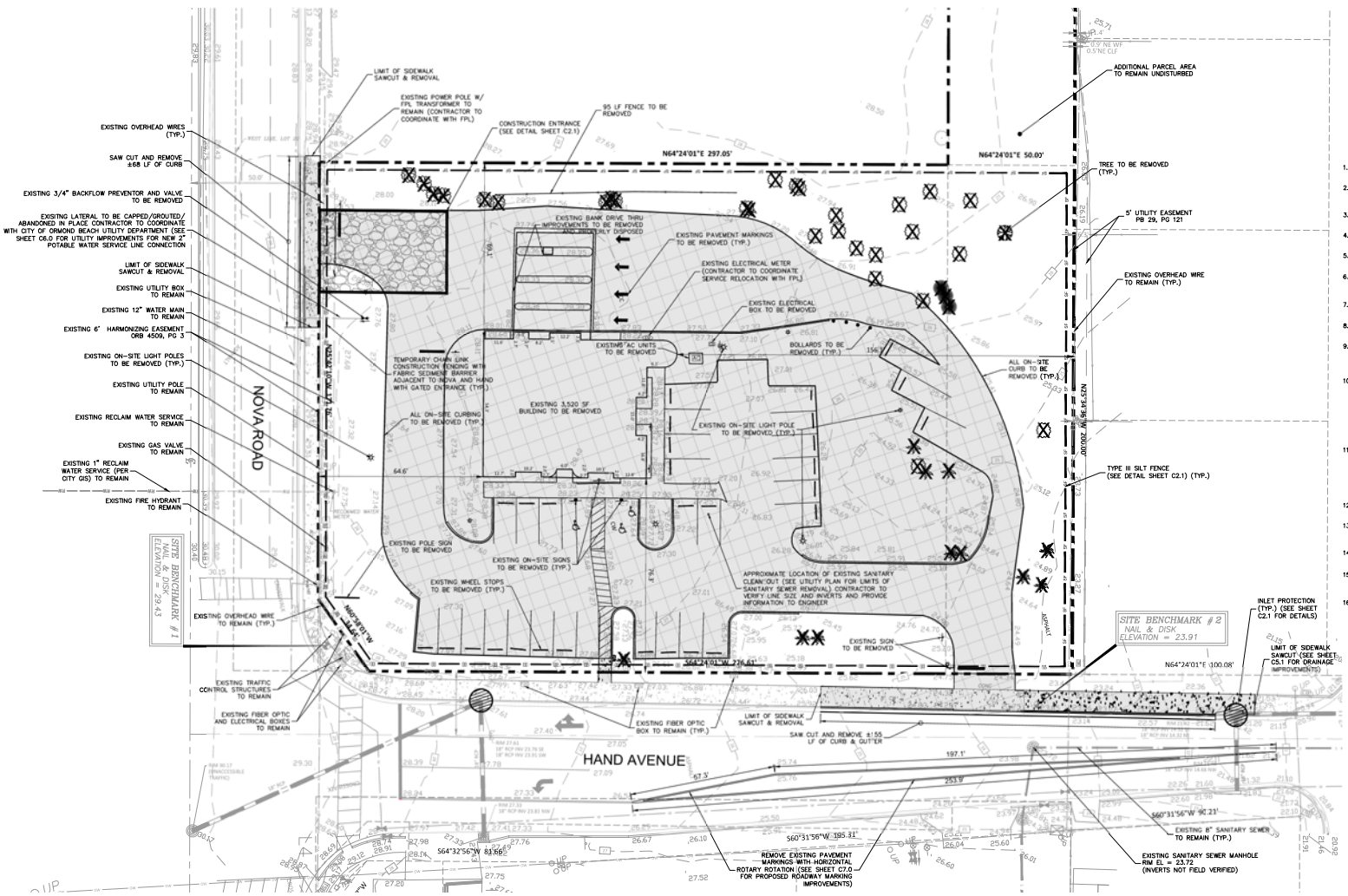
LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

| | |
|---|---|
| KHA PROJECT | 149880169 |
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

# OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C3.0

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LEGEND

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- INLET PROTECTION (SEE DETAIL SHEET C7.1)
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- EXISTING SANITARY SEWER MANHOLE
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING FIRE LINE
- EXISTING RECLAIM WATER
- EXISTING STORM PIPE
- EXISTING FORCE MAIN
- EXISTING CONTOURS
- TREE TO BE REMOVED
- AREA TO BE DEMOED
- SILT FENCE
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KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# EXISTING CONDITIONS AND DEMOLITION PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C3.1

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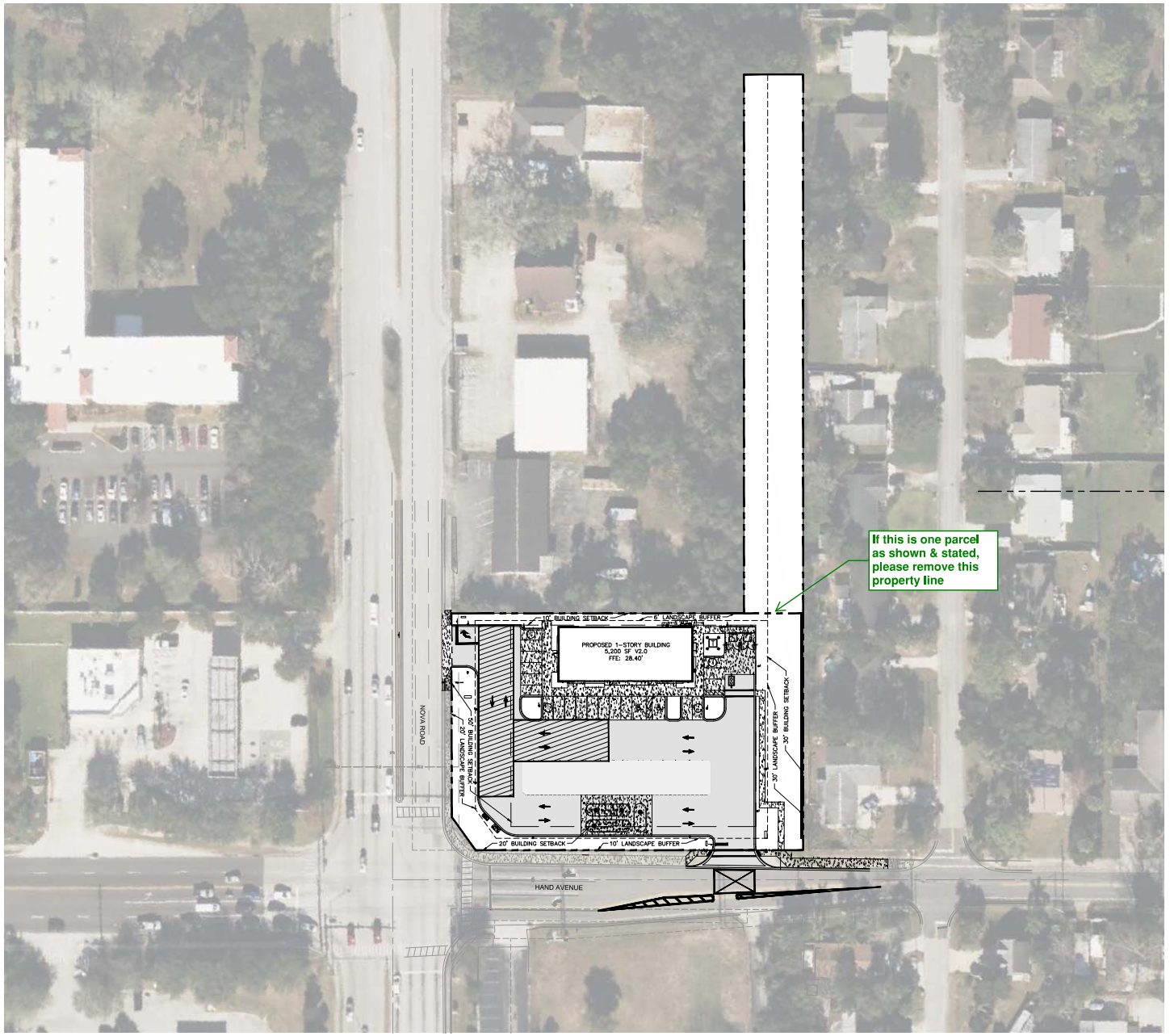


GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

## SITE DATA:

| | |
|---|---|
| **PROJECT NAME:** | CIRCLE K – NOVA & HAND |
| PROPERTY OWNERSHIP: | SUN STATE PETROL I, LLC |
| ADDRESS: | 699 S. NOVA RD<br>ORMOND BEACH, FL |
| PARCEL ID'S: | 424203050222 |
| AREA: | ±1.88 ACRES (81,833 SF) |
| REQUIRED CODE: | CITY OF ORMOND BEACH |
| FLU/ZONING: | COMMERCIAL (B-8) |
| PROPOSED USE: | COMMERCIAL |
| **BUILDING HEIGHT:** | |
| **PROPOSED:** | 35 FT |

| **BUILDING SETBACKS:** | **REQUIRED** | **PROVIDED** |
|---|---|---|
| SIDE (NOVA RD): | 50 FT | 50 FT |
| SIDE (NORTH): | 10 FT | 10 FT |
| FRONT (HAND AVE): | 20 FT | 20 FT |
| REAR (EAST): | 30 FT | 30 FT |
| LANDSCAPE SETBACKS: | REQUIRED | PROVIDED |
| SIDE (NOVA RD): | 20 FT | 20 FT |
| SIDE (NORTH): | 6 FT | 6 FT |
| FRONT (HAND AVE): | 10 FT | 10 FT |
| REAR (EAST): | 30 FT | 30 FT |

PARKING REQUIRED:

| CONVENIENCE STORE | |
|---|---|
| 1 SPACES / 200 SF GFA | 26 |
| 1/2 SERVICE STATION REQUIREMENT | 7 |
| TOTAL REQUIRED PARKING | 33 |

PARKING PROVIDED:

| | |
|---|---|
| PROPOSED HANDICAP SPACES (12'X20'): | 2 |
| PROPOSED REGULAR SPACES (9.5'X20'): | 10 |
| PROPOSED REGULAR SPACES (9.5'X18'): | 9 |
| PROPOSED CANOPY SPACES (10'X20'): | 12 |
| PROPOSED ON-SITE SPACES: | 33 |

**BICYCLE PARKING:**
PROVIDED SPACES: 2

SITE COVERAGE:

| | | | |
|---|---|---|---|
| IMPERVIOUS (PAVEMENT, WALKS) | 0.85 AC | 37,038 SF | 45.3% |
| IMPERVIOUS (BUILDING) | 0.12 AC | 5,200 SF | 6.4% |
| PERVIOUS (OPEN SPACE) | 0.91 AC | 39,594 SF | 48.3% |
| TOTAL SITE AREA | 1.88 AC | 81,832 SF | 100% |
| TOTAL IMPERVIOUS AREA | 0.97 AC | 42,238 SF | 51.7% |

VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,862 SF * 10% = 3,266 SF
PROVIDED VUA = 3,372 SF

GENERAL NOTES:

1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FDOT INDEX 711-001.
7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAIL).
10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTCD AND FDOT STANDARDS.
12. ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF CITY OF ORMOND BEACH, FL CODE OF ORDINANCES ARTICLE IV.

CITY NOTES:

1. ALL SIGNAGE (BUILDING, WALL, MONUMENT SIGNS, DIRECTIONAL SIGNS, ETC.) REQUIRE SEPARATE PERMIT AND SHALL COMPLY WITH THE CITY'S SIGNAGE STANDARDS IN SECTIONS 3-47, 3-48 AND 3-70 OF THE CITY'S LAND DEVELOPMENT CODE.

VERTICAL DATUM:

ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# OVERALL SITE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C4.0

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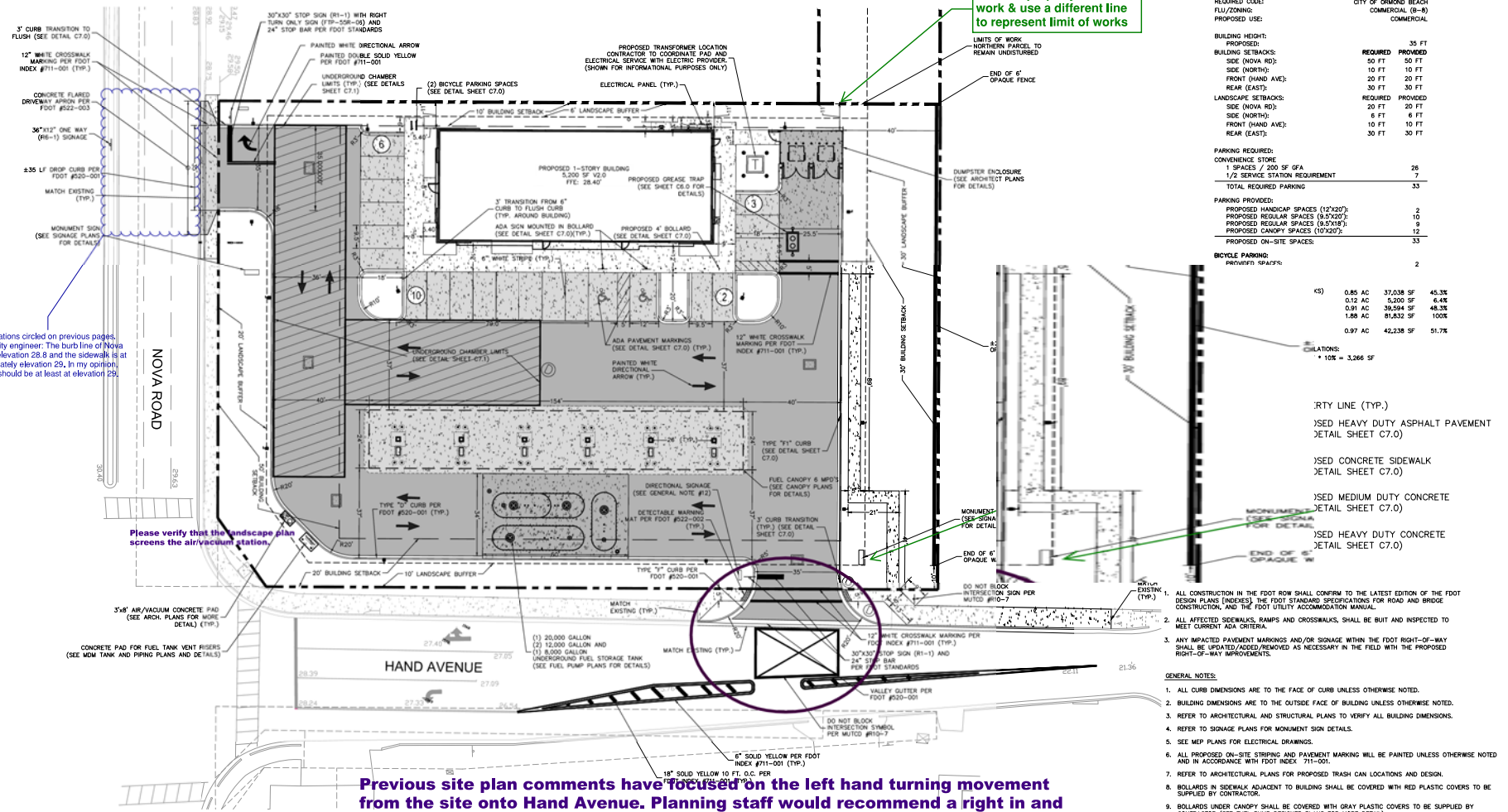


GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

## SITE DATA:

| | |
|---|---|
| PROJECT NAME: | CIRCLE K – NOVA & HAND |
| PROPERTY OWNERSHIP: | SUN STATE PETROL I, LLC |
| ADDRESS: | 699 S. NOVA RD<br>ORMOND BEACH, FL |
| PARCEL ID'S: | 424203050222 |
| AREA: | ±1.88 ACRES (81,833 SF) |
| REQUIRED CODE: | CITY OF ORMOND BEACH |
| FLU/ZONING: | COMMERCIAL (B–8) |
| PROPOSED USE: | COMMERCIAL |

BUILDING HEIGHT:

| | |
|---|---|
| PROPOSED: | 35 FT |

| BUILDING SETBACKS: | REQUIRED | PROVIDED |
|---|---|---|
| SIDE (NOVA RD): | 50 FT | 50 FT |
| SIDE (NORTH): | 10 FT | 10 FT |
| FRONT (HAND AVE): | 20 FT | 20 FT |
| REAR (EAST): | 30 FT | 30 FT |
| LANDSCAPE SETBACKS: | REQUIRED | PROVIDED |
| SIDE (NOVA RD): | 20 FT | 20 FT |
| SIDE (NORTH): | 6 FT | 6 FT |
| FRONT (HAND AVE): | 10 FT | 10 FT |
| REAR (EAST): | 30 FT | 30 FT |

PARKING REQUIRED:

| CONVENIENCE STORE | |
|---|---|
| 1 SPACES / 200 SF GFA | 26 |
| 1/2 SERVICE STATION REQUIREMENT | 7 |
| TOTAL REQUIRED PARKING | 33 |

PARKING PROVIDED:

| | |
|---|---|
| PROPOSED HANDICAP SPACES (12'X20'): | 2 |
| PROPOSED REGULAR SPACES (9.5'X20'): | 10 |
| PROPOSED REGULAR SPACES (9.5'X18'): | 9 |
| PROPOSED CANOPY SPACES (10'X20'): | 12 |
| PROPOSED ON-SITE SPACES: | 33 |

BICYCLE PARKING:
PROVIDED SPACES: 2

| | | | |
|---|---|---|---|
| KS) | 0.85 AC | 37,038 SF | 45.3% |
| | 0.12 AC | 5,200 SF | 6.4% |
| | 0.91 AC | 39,594 SF | 48.3% |
| | 1.88 AC | 81,832 SF | 100% |
| | 0.97 AC | 42,238 SF | 51.7% |

CULATIONS:
* 10% = 3,266 SF

RTY LINE (TYP.)
SED HEAVY DUTY ASPHALT PAVEMENT
DETAIL SHEET C7.0)
SED CONCRETE SIDEWALK
DETAIL SHEET C7.0)
SED MEDIUM DUTY CONCRETE
DETAIL SHEET C7.0)
SED HEAVY DUTY CONCRETE
DETAIL SHEET C7.0)

1. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFIRM TO THE LATEST EDITION OF THE FDOT DESIGN PLANS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
2. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, SHALL BE BUIT AND INSPECTED TO MEET CURRENT ADA CRITERIA.
3. ANY IMPACTED PAVEMENT MARKINGS AND/OR SIGNAGE WITHIN THE FDOT RIGHT–OF–WAY SHALL BE UPDATED/ADDED/REMOVED AS NECESSARY IN THE FIELD WITH THE PROPOSED RIGHT–OF–WAY IMPROVEMENTS.

GENERAL NOTES:

1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON–SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FDOT INDEX 711–001.
7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAIL).
10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTCD AND FDOT STANDARDS.
12. ALL SIGNAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL SIGNAGE (BUILDING, MONUMENT, DIRECTIONAL, ETC.) REQUIRES SEPARATE PERMIT AND SHALL MEET THE REQUIREMENTS OF CITY OF ORMOND BEACH.

VERTICAL DATUM:

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JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# SITE PLAN

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
C4.1

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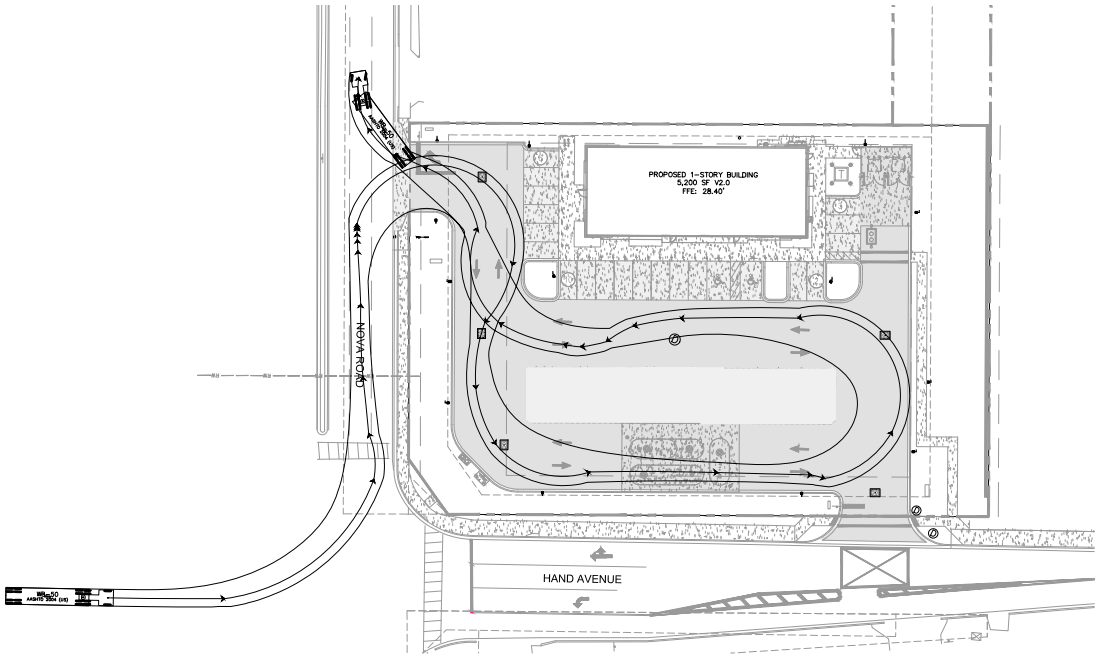
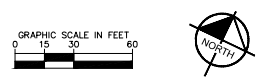
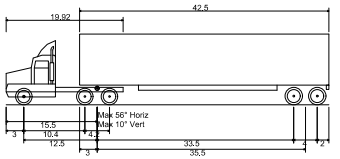


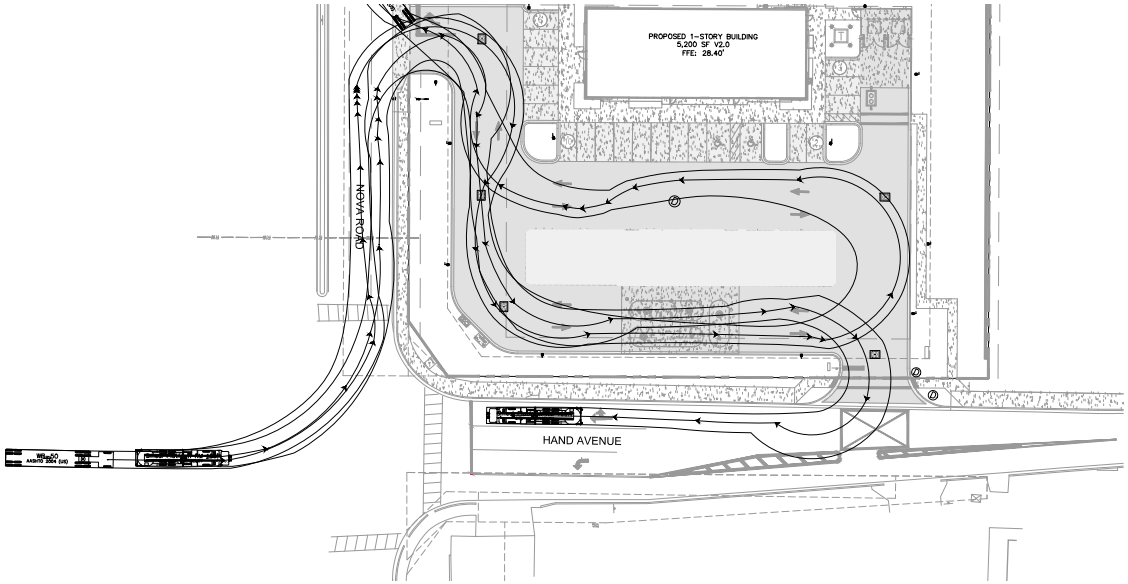



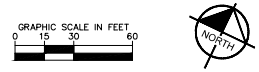



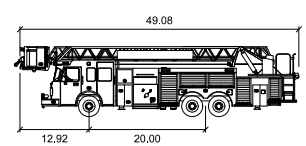

WB-50 - Semi-Trailer Combination, Large

| | |
|---|---|
| Overall Length | 55.000ft |
| Overall Width | 8.500ft |
| Overall Body Height | 12.052ft |
| Min Body Ground Clearance | 1.334ft |
| Max Track Width | 8.500ft |
| Lock-to-lock time | 6.00s |
| Curb to Curb Turning Radius | 45.000ft |

TRUCK TURNING PLAN - WB-50




Smeal Platform RM 100ft

| | feet |
|---|---|
| Width | : 8.33 |
| Track | : 7.83 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 48.0 |

TRUCK TURNING PLAN - FIRE TRUCK

VERTICAL DATUM:

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[redacted]

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LICENSED PROFESSIONAL ENGINEER
JAROD C STUBBS, PE
LICENSE NUMBER 89387
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# TRUCK ROUTING PLAN

CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
C4.2

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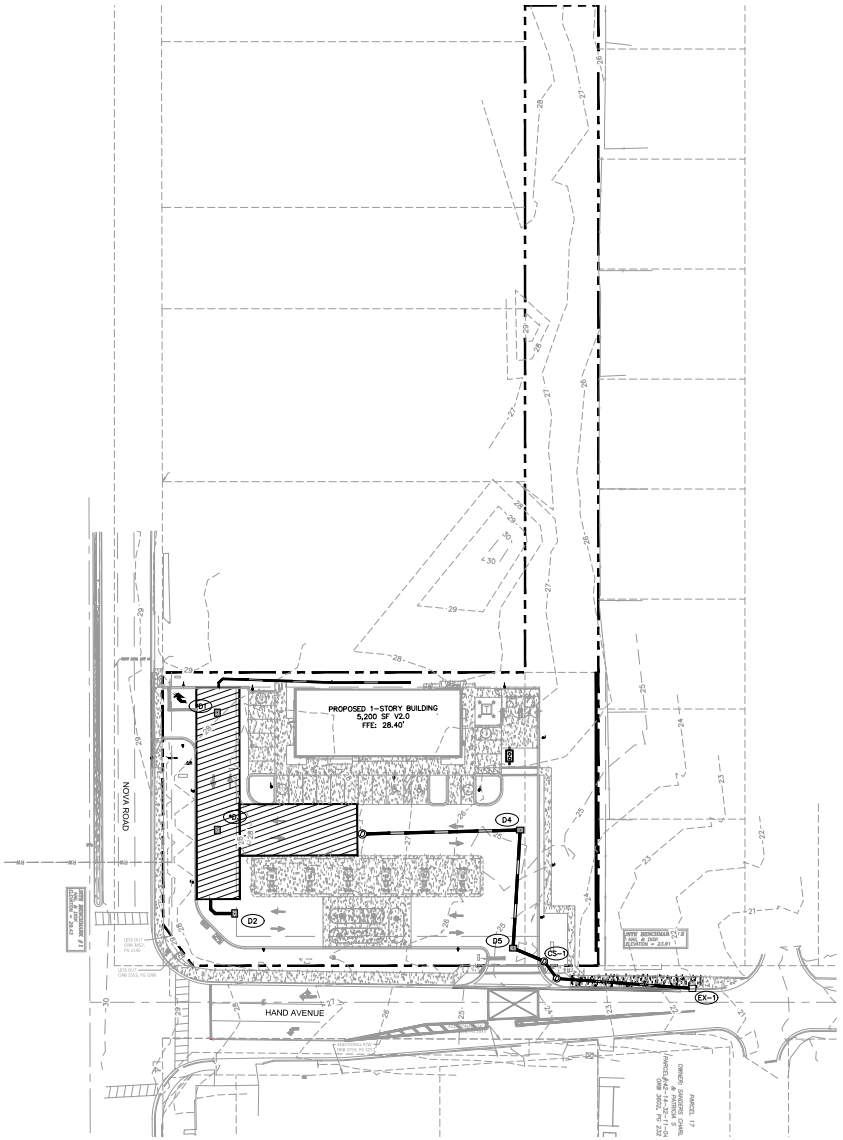


GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

NOTES:

1. ALL STORM PIPES LABELED "HP" SHALL BE ADS HIGH PERFORMANCE (HP) POLYPROPYLENE STORM SEWER PIPE.
2. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICAITONS.
3. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.
4. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
5. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
6. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.
7. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
8. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE IN ALL DIRECTIONS.
9. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE
10. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
11. FOR EROSION CONTROL NOTES REFER TO SHEET C2.0.
12. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN #430-001.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
14. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
15. ALL EXISTING VALVES, BOXES, MANHOLE LIDS, COVERS, AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH FINISHED GRADE.
16. ALL PAVEMENT MUST BE SOURCED FROM AN FDOT APPROVED PLANT.
17. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).

| STORM STRUCTURE TABLE | |
|---|---|
| STRUCTURE NAME: | DETAILS: |
| *D1 | TYPE "D" INLET<br>PER FDOT INDEX #425-052<br>TOP: 27.88 |
| *D3 | TYPE "D" INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.75 |
| CS-1 | 4' DIA MANHOLE<br>PER FDOT INDEX #425-001<br>TOP: 25.01<br>W. INV IN: 19.04 (18" HDPE)<br>SE. INV OUT: 19.04 (15" Reinforced Co |
| D2 | TYPE "D" INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.77<br>SW. INV OUT: 20.24 (18" HDPE) |
| D4 | TYPE "D" INLET<br>PER FDOT INDEX #425-052<br>TOP: 26.67<br>SW. INV IN: 19.14 (18" HDPE)<br>S. INV OUT: 19.14 (18" HDPE) |
| D5 | TYPE "D" INLET<br>PER FDOT INDEX #425-052<br>TOP: 25.31<br>N. INV IN: 19.25 (18" HDPE)<br>E. INV OUT: 19.25 (18" HDPE) |

*INLETS TO HAVE A 12" SUMP DEPTH WITH 12" DIAMETER WEEP HOLE PER FDOT INDEX 425-001

LEGEND

PROPERTY LINE
PROPOSED STORM PIPE
PROPOSED STORM MANHOLE
PROPOSED STORM INLET
PROPOSED STORM CURB INLET
PROPOSED TYPE "V" GUTTER INLET
XX.XX PROPOSED ELEV. TOP OF CURB / XX.XX PROPOSED ELEV. BOTT. OF CURB
XX.XX PROPOSED SPOT ELEVATION
EXISTING STORM PIPE
EXISTING STORM MANHOLE
EXISTING STORM INLET
EXISTING STORM CURB INLET
XX.XX EXISTING ELEV. TOP OF CURB / XX.XX EXISTING ELEV. BOTT. OF CURB
XX.XX EXISTING SPOT ELEVATION

VERTICAL DATUM:

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LICENSED PROFESSIONAL ENGINEER
JARED C. STUBBS, P.E.
No. 89357
STATE OF FLORIDA
DATE: 04/21/2025

| | |
|---|---|
| KHA PROJECT | 149880169 |
| DATE | 04/21/2025 |
| SCALE | AS SHOWN |
| DESIGNED BY | KEH |
| DRAWN BY | KEH |
| CHECKED BY | JCS |

# OVERALL PAVING, GRADING, AND DRAINAGE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C5.0

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Please run the pipe as shown as it can go under the sidewalk pavement

Civil- Please evaluate the FFE for the building. While it matches the existing, the bank building always appeared to be in a hole.

| STORM STRUCTURE TABLE | |
|---|---|
| STRUCTURE NAME: | DETAILS: |
| *D1 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 27.88 |
| *D3 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.75 |
| CS-1 | 4' DIA MANHOLE PER FDOT INDEX #425-001 TOP: 25.01 W. INV IN: 19.04 (18" HP) SE. INV OUT: 19.04 (15" RCP) |
| D2 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.77 SW. INV OUT: 20.24 (18" HP) |
| D4 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 26.67 SW. INV IN: 19.14 (18" HP) S. INV OUT: 19.14 (18" HP) |
| D5 | TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 25.31 N. INV IN: 19.25 (18" HP) E. INV OUT: 19.25 (18" HP) |
| MH-1 | MH TOP: 27.77 NE. INV OUT: 19.00 (18" HP) |
| MH-2 | MH TOP: 24.30 NW. INV IN: 18.43 (15" RCP) E. INV OUT: 18.43 (15" RCP) |

*INLETS TO HAVE A 12" SUMP DEPTH WITH 12" DIAMETER WEEP HOLE PER FDOT INDEX 425-001

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

NOTES:

1. ALL STORM PIPES LABELED "HP" SHALL BE ADS HIGH PERFORMANCE (HP) POLYPROPYLENE STORM SEWER PIPE.
2. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICAITONS.
3. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.
4. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
5. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL, IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT, IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
6. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.
7. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
8. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE IN ALL DIRECTIONS.
9. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE
10. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
11. FOR EROSION CONTROL NOTES REFER TO SHEET C2.0.
12. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN #430-001.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
14. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
15. ALL EXISTING VALVES, BOXES, MANHOLE LIDS, COVERS, AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH FINISHED GRADE.
16. ALL PAVEMENT MUST BE SOURCED FROM AN FDOT APPROVED PLANT.
17. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).

LEGEND

- PROPERTY LINE
- PROPOSED STORM PIPE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED STORM CURB INLET
- PROPOSED TYPE "V" GUTTER INLET
- XX.XX / XX.XX — PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOTT. OF CURB
- XX.XX — PROPOSED SPOT ELEVATION
- 3" CURB TRANSITION (SEE DETAIL SHEET C7.0)
- EXISTING STORM PIPE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM CURB INLET
- XX.XX / XX.XX — EXISTING ELEV. TOP OF CURB / EXISTING ELEV. BOTT. OF CURB
- XX.XX — EXISTING SPOT ELEVATION

VERTICAL DATUM:
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LICENSED PROFESSIONAL ENGINEER — JARED C. STUBBS, P.E. — No. 89357 — STATE OF FLORIDA — DATE: 04/21/2025

| KHA PROJECT 149880169 | DATE 04/21/2025 | SCALE AS SHOWN | DESIGNED BY KEH | DRAWN BY KEH | CHECKED BY JCS |
|---|---|---|---|---|---|

PAVING, GRADING, AND DRAINAGE PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C5.1

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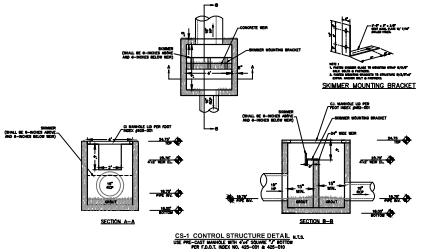
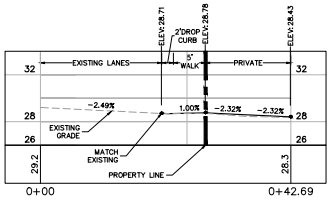
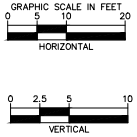


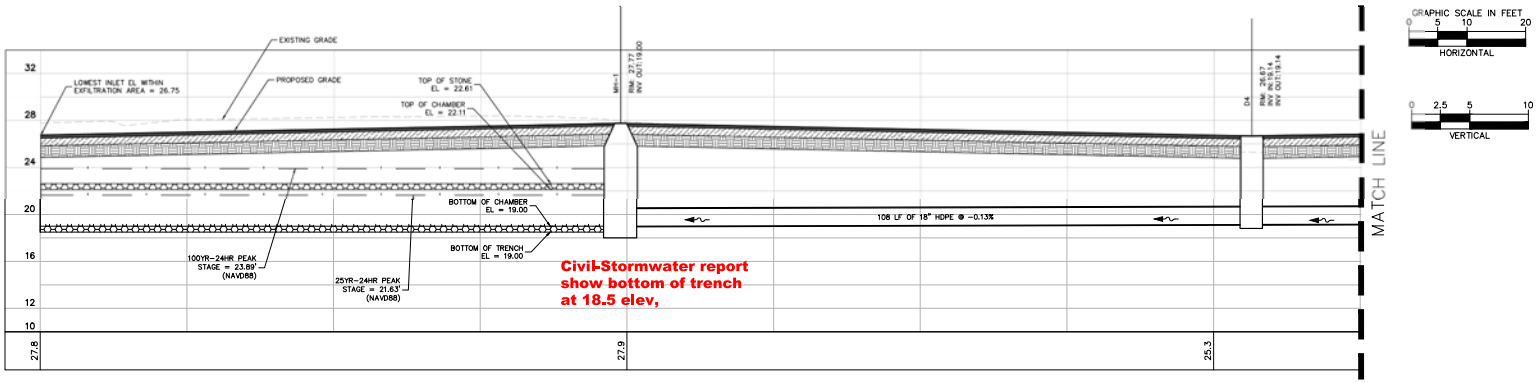

CS-1 CONTROL STRUCTURE DETAIL, N.T.S.



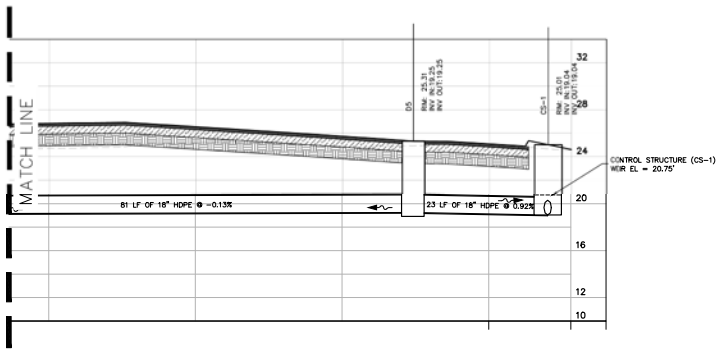

SECTION A-A: NOVA DRIVEWAY PROFILE

**Civil-Please review the change in grade for the driveway. The difference of 0.07' (approximately 1 inch) does not seem to be sufficient. The gutter on Nova Road many times runs full and will spill over into the project site.**




**Civil-Stormwater report show bottom of trench at 18.5 elev,**




CHAMBER SYSTEM TO OUTFALL PROFILE:

VERTICAL DATUM:
ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

Always call 811 two full business days before you dig to have underground utilities located and marked.
SunshineSOL.com

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER
JARED E. STUBBS, P.E.
FL LICENSE NUMBER 89357
DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

GRADING AND DRAINAGE DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C5.2

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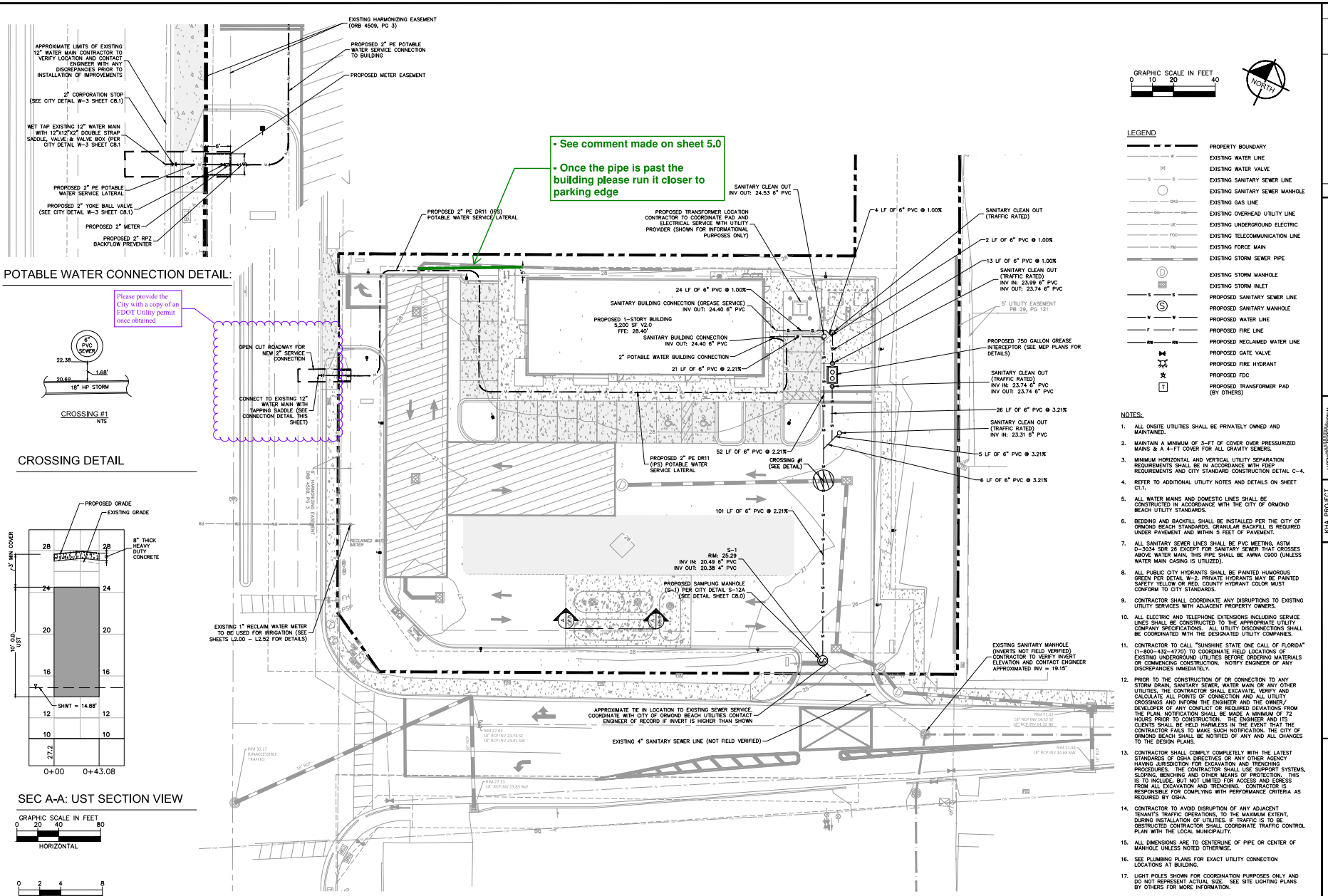


NOTES:

1. ALL ONSITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
2. MAINTAIN A MINIMUM OF 3-FT OF COVER OVER PRESSURIZED MAINS & A 4-FT COVER FOR ALL GRAVITY SEWERS.
3. MINIMUM HORIZONTAL AND VERTICAL UTILITY SEPARATION REQUIREMENTS SHALL BE IN ACCORDANCE WITH FDEP REQUIREMENTS AND CITY STANDARD CONSTRUCTION DETAIL C-4.
4. REFER TO ADDITIONAL UTILITY NOTES AND DETAILS ON SHEET C1.1.
5. ALL WATER MAINS AND DOMESTIC LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ORMOND BEACH UTILITY STANDARDS.
6. BEDDING AND BACKFILL SHALL BE INSTALLED PER THE CITY OF ORMOND BEACH STANDARDS. GRANULAR BACKFILL IS REQUIRED UNDER PAVEMENT AND WITHIN 5 FEET OF PAVEMENT.
7. ALL SANITARY SEWER LINES SHALL BE PVC MEETING, ASTM D-3034 SDR 26 EXCEPT FOR SANITARY SEWER THAT CROSSES ABOVE WATER MAIN, THIS PIPE SHALL BE AWWA C900 (UNLESS WATER MAIN CASING IS UTILIZED).
8. ALL PUBLIC CITY HYDRANTS SHALL BE PAINTED HUMOROUS GREEN PER DETAIL W-2. PRIVATE HYDRANTS MAY BE PAINTED SAFETY YELLOW OR RED. COUNTY HYDRANT COLOR MUST CONFORM TO CITY STANDARDS.
9. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
10. ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
11. CONTRACTOR TO CALL "SUNSHINE STATE ONE CALL OF FLORIDA" (1-800-432-4770) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
12. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER/ DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION. THE CITY OF ORMOND BEACH SHALL BE NOTIFIED OF ANY AND ALL CHANGES TO THE DESIGN PLANS.
13. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURE. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
14. CONTRACTOR TO AVOID DISRUPTION OF ANY ADJACENT TENANT'S TRAFFIC OPERATIONS, TO THE MAXIMUM EXTENT, DURING INSTALLATION OF UTILITIES. IF TRAFFIC IS TO BE OBSTRUCTED CONTRACTOR SHALL COORDINATE TRAFFIC CONTROL PLAN WITH THE LOCAL MUNICIPALITY.
15. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE UNLESS NOTED OTHERWISE.
16. SEE PLUMBING PLANS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
17. LIGHT POLES SHOWN FOR COORDINATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE SITE LIGHTING PLANS BY OTHERS FOR MORE INFORMATION.
18. ELECTRIC, TELEPHONE, AND OTHER DRY UTILITIES SHALL BE PLACED WITHIN CONDUIT, MEETING PRIVATE UTILITY STANDARDS, WHEN ROUTE CROSSES PAVED DRIVES AND PARKING AREAS.
19. ALL UNDERGROUND WATER MAINS AND HYDRANTS SHALL BE INSTALLED, COMPLETED AND IN SERVICE PRIOR TO ANY COMBUSTIBLES BEING BROUGHT ONSITE.

VERTICAL DATUM:

ELEVATIONS ARE BASED ON SITE BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 88),PUBLISHED BY NATIONAL GEODETIC SURVEY.

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PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

REVISIONS | No. | DATE | BY

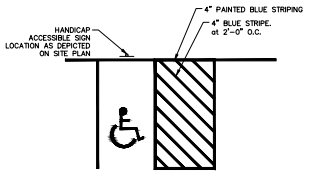
LICENSED PROFESSIONAL ENGINEER JARED C. STUBBS, P.E. FLORIDA LICENSE NO. 89357 DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# UTILITY PLAN

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

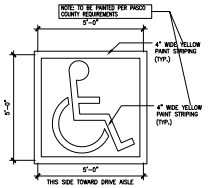
SHEET NUMBER C6.0




NOTE: REFER TO PLAN FOR DETAILED LAYOUT AND DIMENSIONS

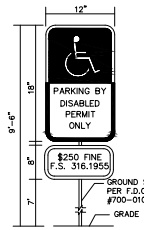
## TYPICAL HANDICAP STRIPING

N.T.S.




## 15 ACCESSIBLE PARKING SYMBOL

1/2"=1'-0"

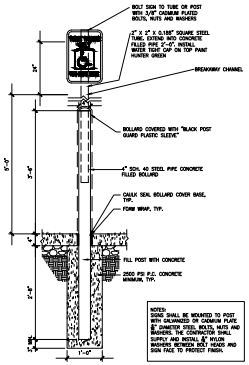



NOTES:

1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

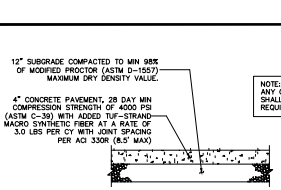
## HANDICAP SIGN DETAIL

NTS




## 5 HANDICAP ACCESSIBLE SIGN

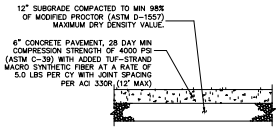
NTS




NOTE: ANY OFF-SITE IMPROVEMENTS SHALL CONFORM TO THE AHJ REQUIREMENTS

## CONCRETE SIDEWALK DETAIL

NTS




## MEDIUM DUTY CONCRETE PAVEMENT DETAIL

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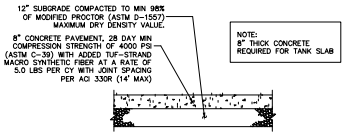


## HEAVY DUTY CONCRETE PAVEMENT DETAIL

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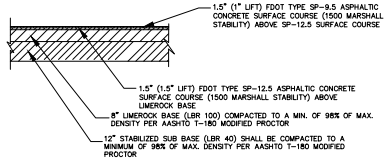
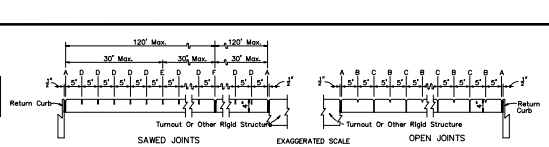
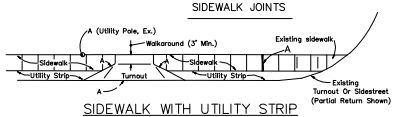



## HEAVY DUTY ASPHALT PAVEMENT SECTION

NTS




## SIDEWALK JOINTS




## SIDEWALK WITH UTILITY STRIP

NTS

JOINT LEGEND

A- ½" EXPANSION JOINTS (PREFORMED JOINT FILLER)
B- ½" DUMMY JOINTS, TOOLED
C- ½" FORMED OPEN JOINTS
D- ½" SAW CUT JOINTS, ¼" DEEP (96 HOUR) MAX. 5' CENTERS
E- ½" SAW CUT JOINTS, ¼" DEEP (12 HOUR) MAX. 30' CENTERS
F- ½" EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120'
G- COLD JOINT WITH BOND BREAKER, TOOLED

FOOTNOTES:

ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.

* 1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.

◊ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) AS SHOWN ON SHT. P-1.

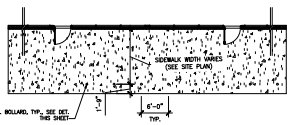
GENERAL NOTES

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 522 EXCEPT FOR CURB CUT RAMP RUNS WHICH SHALL BE FINISHED IN ACCORDANCE WITH FDOT INDEX 522-002.

BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

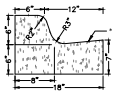
## CONCRETE SIDEWALK DETAIL

NTS




## BOLLARD PLACEMENT DETAIL

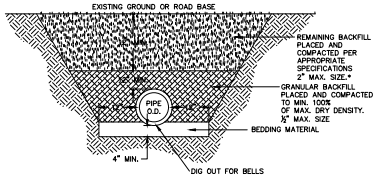
NOT TO SCALE




*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

CIRCLE K TYPE F1 CURB

NTS



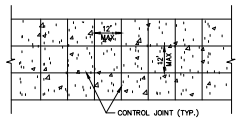

NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL (2" MAX SIZE). UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGER ROCK, MUCK AND DEBRIS.
5. ALL WORK SHALL CONFORM TO STATE OF FLORIDA TRENCH SAFETY ACT.

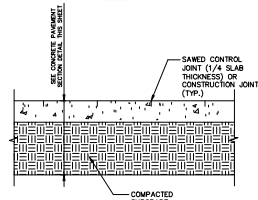
* COMPACT TO 98%OF AASHTO T-180 MAXIMUM DRY DENSITY UNDER EXISTING AND PROPOSED PAVEMENT AREAS. COMPACT TO 95% ON ALL OTHER AREAS UNLESS OTHERWISE NOTED.

## TRENCH WITHOUT EXFILTRATION

NOT TO SCALE




PLAN




SECTION

NOTES:

1. LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SAWED AS INDICATED.
2. THE JOINT SEAL MANUFACTURER'S SPECIFICATIONS SHALL BE COMPATIBLE WITH THE JOINT CONFIGURATION. PROVIDE TYPICAL DETAILS FOR CONSTRUCTION AND EXPANSION JOINTS.
3. FOR ALL JOINTS THE BACKER ROD MATERIAL SHALL BE COMPATIBLE WITH THE COLD POURED SEALANT AND SLIGHTLY OVERSIZED TO PREVENT MOVEMENT DURING THE JOINT SEALANT OPERATION.
4. THE WIDTH OF ALL JOINTS SHALL BE CORRECTED FOR 68 DEGREE (F).
5. EXPANSION JOINTS SHALL BE USED AT ALL LOCATIONS WHERE PAVEMENT ABUTS A PERMANENT STRUCTURE.
6. DOWELS AND TIE BARS FOR CONSTRUCTION JOINTS SHALL BE CAST IN PLACE.

## CONCRETE JOINTING AND REINFORCING DETAIL

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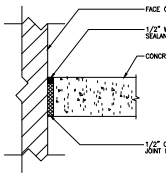
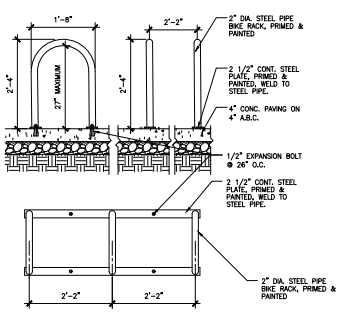
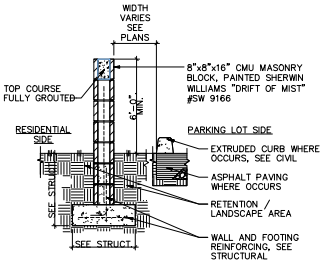



## TYPICAL SLAB AT GRADE

NOT TO SCALE

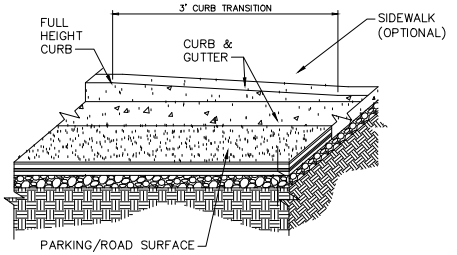



## BIKE RACK DETAIL




## SCREEN WALL DETAIL

NOTE: WALL DETAIL SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS FOR ADDITIONAL WALL DETAILS




## 3' CURB TRANSITION DETAIL

N.T.S.

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL ENGINEER JAMES C. STUBBS, PE 69357 STATE OF FLORIDA DATE: 04/21/2025

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

# GENERAL DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER C7.0

Plotted By:brian.kriel Sheet Set:CIRCLE K – NOVA & HAND Layout:C7.0 April 21, 2025 05:44:41pm K:\Volo_ofc\Civil\149880169-circle k - nasa & hand\CADD\CONST\PlanSheets\C7.0 – DETAILS.dwg
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Plotted By:Horton, Kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C7.1 April 21, 2025 05:44:59pm K:\dab_civil\149880169–circle k –nova & hand\CADD\CONST\PlanSheets\C7.0 – DETAILS.dwg
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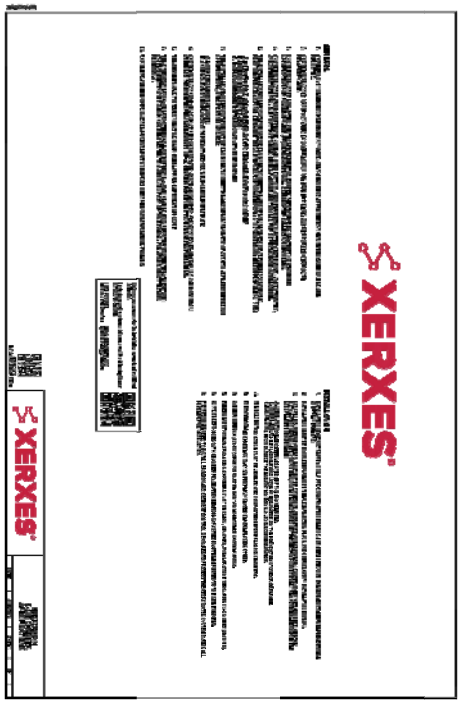

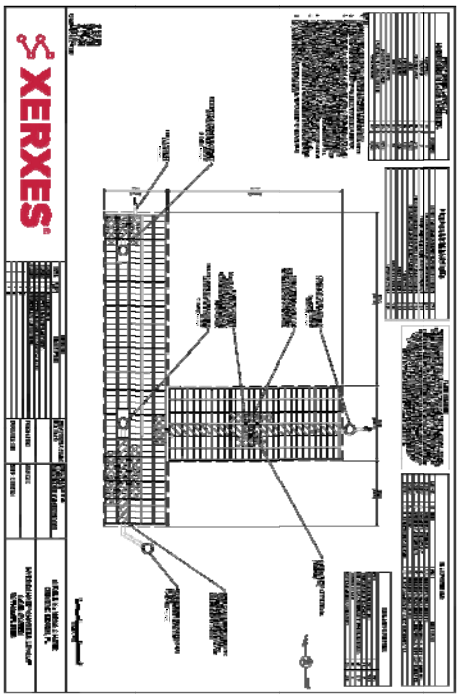

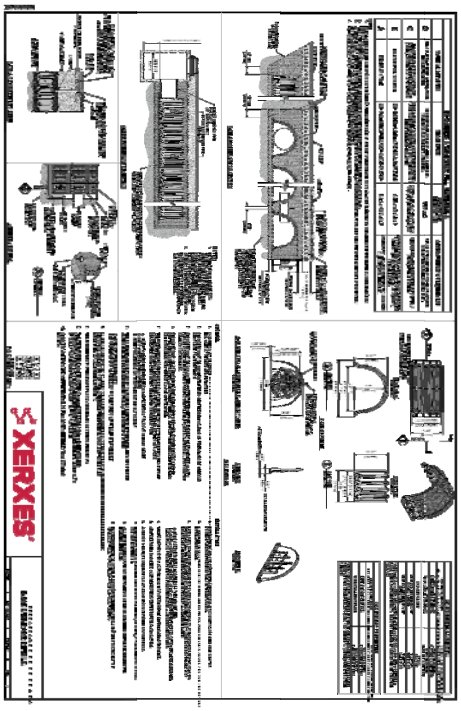

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| SHEET NUMBER C7.1 | CIRCLE K - NOVA & HAND<br>ORMOND BEACH FL | CHAMBER DETAILS | KHA PROJECT 149880169<br>DATE 04/21/2025<br>SCALE AS SHOWN<br>DESIGNED BY KEH<br>DRAWN BY KEH<br>CHECKED BY JCS | LICENSED PROFESSIONAL<br>JAROD C STUBBS, PE<br>FL LICENSE NUMBER 89387<br>DATE: 04/21/2025 | Kimley»Horn<br>1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117<br>PHONE: 386-271-0282<br>WWW.KIMLEY-HORN.COM REGISTRY No. 35106 | No. | REVISIONS / DATE / BY |

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISON 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 MAINS 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 (ASSHTO-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 FEET, AND 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 18 INCHES ABOVE TOP OF PIPE 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.

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| | STANDARD CONSTRUCTION DETAIL<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1A<br>JUNE 2023 |

## 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 PVC WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT 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, SEWPERCOAT, 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 DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD 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.
24. ALL DUCTILE IRON VALVES AND FITTINGS SHALL HAVE PROTECTO 401 LINER OR APPROVED EQUAL
25. ALL DIRECT BURY FORCE MAINS SHALL BE AWWA C-900 PVC.
26. ALL DIRECTIONAL DRILL FORCE MAINS SHALL BE AWWA C-900 FUSIBLE PVC. HDPE IS ONLY ALLOWED TO BE USED UNDER SPECIAL CIRCUMSTANCES APPROVED BY UTILITIES ENGINEER OR UTILITIES MANAGER.
27. FORCE MAINS SHALL HAVE VALVES EVERY 1,000 LF.

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| | STANDARD CONSTRUCTION DETAIL<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1B<br>JUNE 2023 |

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

28. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
29. 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 STYRENE FITTINGS SHALL BE ALLOWED.
30. 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.
31. 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 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS .
32. 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.
33. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY WETWELL 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.
34. 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.
35. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLANKOFF/PLUG PLACED AT A POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE 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"<br>( 16"– 24" ═══ DR – 18)<br>( 30"– 36" ═══ DR – 21) | PVC 1120 | AWWA C 905 |
| ALL SIZES | HDPE (DIPS) DR 13.5 | ASTM F 714 |
| ALL SIZES | FUSIBLE PVC | AWWA C900 OR C905 |

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

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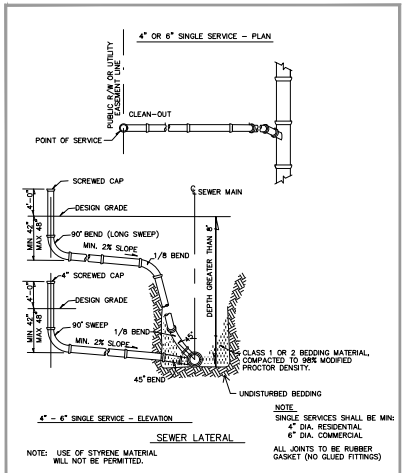
| | STANDARD CONSTRUCTION DETAIL<br>GENERAL NOTES<br>SANITARY SEWER CONSTRUCTION | INDEX<br>S-1C<br>JUNE 2023 |

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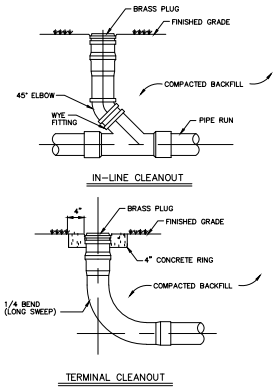
| | STANDARD CONSTRUCTION DETAIL<br>SEWER LATERAL DETAIL<br>NTS. | INDEX<br>S-6<br>JUNE 2023 |




NOTE: CONCRETE COLLAR REQUIRED IN UNPAVED AREAS

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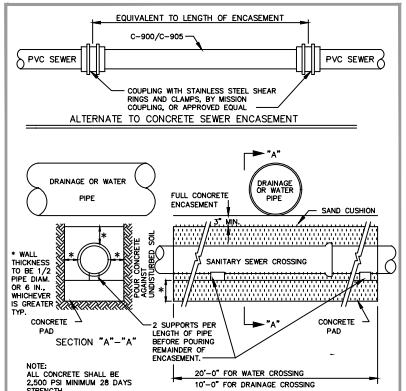
| | STANDARD CONSTRUCTION DETAIL<br>CLEANOUT DETAIL<br>NTS. | INDEX<br>S-7<br>JUNE 2023 |




WATER MAIN SHALL BE LOCATED ABOVE ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD. USE ENCASEMENT WHERE VERTICAL CLEARANCE BETWEEN WATER MAIN AND SEWER IS LESS THAN 12 INCHES.

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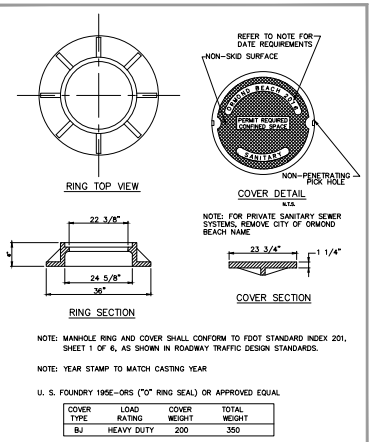
| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER CROSSING<br>NTS. | INDEX<br>S-8<br>JUNE 2023 |




NOTE: FOR PRIVATE SANITARY SEWER SYSTEMS, REMOVE CITY OF ORMOND BEACH NAME.

NOTE: MANHOLE RING AND COVER SHALL CONFORM TO FDOT STANDARD INDEX 201, SHEET 1 OF 6, AS SHOWN IN ROADWAY TRAFFIC DESIGN STANDARDS.

NOTE: YEAR STAMP TO MATCH CASTING YEAR

U. S. FOUNDRY 195E-ORS ("O" RING SEAL) OR APPROVED EQUAL

| COVER TYPE | LOAD RATING | COVER WEIGHT | TOTAL WEIGHT |
|---|---|---|---|
| BJ | HEAVY DUTY | 200 | 350 |

FOR MANHOLES IN FL. D.O.T. R/W OR AS DETERMINED BY THE CITY. THE COVER TYPE SHALL BE – BJ HEAVY DUTY 200 LBS W/ ORS.

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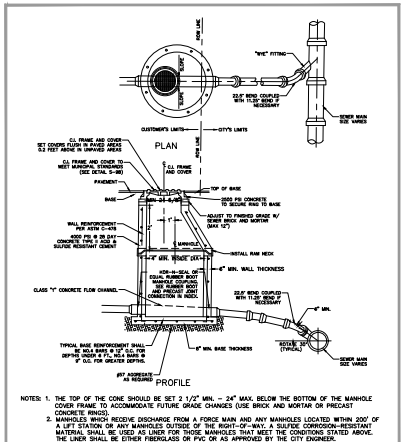
| | STANDARD CONSTRUCTION DETAIL<br>MANHOLE RING AND COVER DETAIL<br>NTS. | INDEX<br>S-9B<br>JUNE 2023 |




NOTES:
1. THE TOP OF THE CONE SHOULD BE SET 2 1/2" MIN. – 24" MAX. BELOW THE BOTTOM OF THE MANHOLE COVER FRAME TO ACCOMMODATE FUTURE GRADE CHANGES (USE BRICK AND MORTAR OR PRECAST CONCRETE RINGS).
2. MANHOLES WHICH RECEIVE DISCHARGE FROM A FORCE MAIN AND ANY MANHOLES LOCATED WITHIN 200' OF A LIFT STATION OR ANY MANHOLES OUTSIDE OF THE RIGHT-OF-WAY. A SULFIDE CORROSION-RESISTANT MATERIAL SHALL BE USED AS LINER FOR THOSE MANHOLES THAT MEET THE CONDITIONS STATED ABOVE. THE LINER SHALL BE EITHER FIBERGLASS OR PVC OR AS APPROVED BY THE CITY ENGINEER.
3. NO "DOGHOUSE" TYPE MANHOLES ARE ALLOWED.
4. SAMPLING MANHOLE TO BE INSTALLED AT ALL NEW COMMERCIAL PROPERTY AT CITY'S POINT OF SERVICE.

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| | STANDARD CONSTRUCTION DETAIL<br>COMMERCIAL TRAFFIC BEARING SAMPLING MANHOLE DETAIL<br>NTS | INDEX<br>S-12A<br>JUNE 2023 |


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| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

# CITY OF ORMOND BEACH DETAILS

# CIRCLE K - NOVA & HAND

ORMOND BEACH FL

SHEET NUMBER
C8.0


Rolfed Robertson, Kelsi Sheet Set:CIRCLE K – NOVA & HAND, Layout:C8.0, April 21, 2025 05:49:56pm K:\Ids_obr\149880169–circle k – nova & hand\CADD\CONST\plansheets\C8.0 – CITY OF ORMOND BEACH DETAILS.dwg
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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 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 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE 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. 2" OR SMALLER VALVES SHALL BE BRASS BALL VALVES.

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 CONNECTION SHOULD 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 CLEARED 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 THE HEALTH DEPARTMENT, AND THAT CERTIFIED AS–BUILT DRAWINGS (24"x36") 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 REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
22. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C–550

STANDARD CONSTRUCTION DETAIL
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INDEX W-1B
JUNE 2023

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

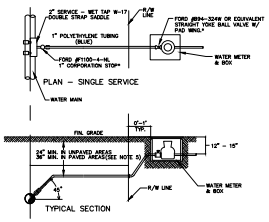
23. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR.
24. ALL WATER SERVICES SHALL BE MARKED WITH A "|" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO 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 1300 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 COMDEV@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 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.

| MATERIALS | |
|---|---|
| DIAMETER | MATERIAL / STANDARD |
| 1" – 2" | BLUE POLY ENCASED POLYETHYLENE TUBING (CTS 200) |
| 4" – 12" | PVC DR-18 |
| > 4" – 12" DESIGNED FIRE LINE | PVC DR-14 |
| 4" – 12" — DR – 18<br>(80 PSI) 4" — DR – 25<br>6" — DR – 25 | PVC 1120 |
| ALL SIZES | HDPE DIPS DR 11 |

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAIN, BLUE RUN WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES
WATER SYSTEM CONSTRUCTION
INDEX W-1C
JUNE 2023

| VALVE SCHEDULE FORD OR EQUIVALENT | |
|---|---|
| WATER SERVICES | |
| VALVES AT MAIN | |
| 1" | F1100–4–NL |
| 2" (REQ. C84–77 PACK JOINT COUPLING) | BB1–777–NL |
| VALVES AT METER | |
| 1"x3/4" | B94–324W–NL |
| 1–1/2"–2" | BF43–777W–NL |
| 1"x1" | B94–344W–NL |
| * NO HALF SIZE TAPS PERMITTED | |

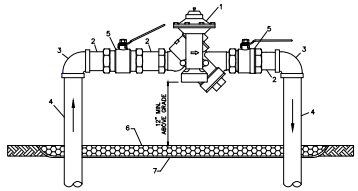



NOTES:

1. CUSTOMER POINT OF SERVICE IS TYPICALLY AT THE LOCATION WHERE CUSTOMER PLUMBING IS ATTACHED TO THE YOKE ADAPTER.
2. HDPE SHALL BE 200 PSI, NSF APPROVED, SDR 9, MEETING ASTM D1248. TUBING SHALL BE ENDOT ENDOTRACE (OR APPROVED EQUAL).
3. REDUCED PRESSURE BACKFLOW PREVENTERS ARE REQUIRED FOR ALL COMMERCIAL SERVICES AND SHALL BE INSTALLED BY A CERTIFIED TECHNICIAN AT OWNERS EXPENSE
4. ALL SERVICE TAPS SHALL BE NO CLOSER THAN 2'–0" STAGGERED INTERVAL OR WITHIN 2'–0" OF BELL OR SPIGOT ENDS.
5. IN AREAS TO BE PAVED PROVIDE A 2" MIN. PVC SCHEDULE 40 CASING FOR PE–TUBING. CASING SHALL EXTEND A MIN. OF 2' BEHIND BACK OF CURB AT EACH SIDE OF ROAD. 2" CASING FOR 1". 4" CASING FOR 2".
6. ALL IRRIGATION SERVICES (WATER) MUST HAVE AN APPROVED BACKFLOW PREVENTION DEVICE INSTALLED ON CUSTOMERS SIDE OF WATER METER. SEE W–6D FOR COMMERCIAL PROPERTIES OR SEE W–6F FOR RESIDENTIAL PROPERTIES. THE CITY WILL INSTALL ALL CITY–OWNED IRRIGATION BACKFLOW PREVENTERS. THE CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND CERTIFICATION COST. A COPY OF THE CERTIFICATION MUST BE SENT TO THE CITY OF ORMOND BEACH ENGINEERING DEPARTMENT, PRIOR TO FINAL INSPECTION.
7. WATER METERS INSTALLED IN AREAS SERVED BY RECLAIMED WATER SHALL BE EQUIPPED WITH A DUAL CHECK BACKFLOW PREVENTER.
8. WATER METERS IN AREA SERVED WITH AN ALTERNATE IRRIGATION SUPPLY SHALL BE EQUIPPED WITH BACKFLOW PREVENTION TO BE APPROVED FOR USE BY FDEP.

STANDARD CONSTRUCTION DETAIL
WATER LATERAL SERVICE
5/8", 3/4", 1", 1–1/2", 2" METERS
NTS
INDEX W–3
JUNE 2023

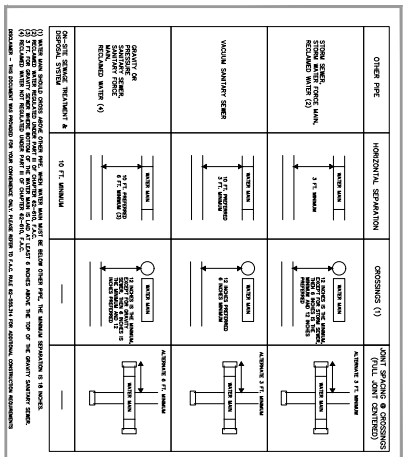
ACCEPTABLE MANUFACTURERS:
WILKINS MODEL 975XL, WATTS MODEL 009 QTS, APOLLO MODEL RPLF4A




| MATERIALS | | |
|---|---|---|
| ITEM | QUANT. | DESCRIPTION |
| 1 | 1 | 3/4", 1", 1–1/2" OR 2" BACKFLOW PREVENTER ASSEMBLY |
| 2 | 3 | 3/4", 1", 1–1/2" OR 2" x NOM. NIPPLES – BRASS |
| 3 | 2 | 3/4", 1", 1–1/2" OR 2" x 90° ELBOWS – PVC., BRASS, OR COPPER |
| 4 | 2 | 3/4", 1", 1–1/2" OR 2" x VARIES RISER – PVC., BRASS, OR COPPER |
| 5 | 2 | 3/4", 1", 1–1/2" OR 2" BALL VALVE |
| 6 | * | PEA GRAVEL |
| 7 | * | PLASTIC LINER |

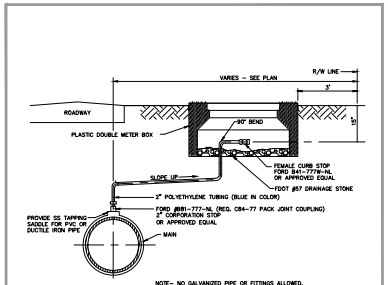
NOTE: –FIELD ADJUST AND CUT ITEM 4 TO THE PROPER LENGTH.
–NO GALVANIZED FITTINGS OR PIPE ALLOWED.
–A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S ENGINEERING DEPARTMENT BEFORE FINAL INSPECTION.
–ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.
–ASSEMBLY SHALL BE PAINTED FOREST GREEN
–WILKINS ASSEMBLIES ARE REQUIRED FOR CITY OWNED FACILITIES

STANDARD CONSTRUCTION DETAIL
REDUCED PRESSURE BACKFLOW PREVENTER (POTABLE WATER & COMMERCIAL PROPERTY IRRIGATION) – 3/4", 1", 1 1/2", OR 2"
NTS
INDEX W–6D
JUNE 2023




(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.
(2) RECLAIMED WATER MAIN SHALL BE A MINIMUM OF 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED POTABLE WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT POSSIBLE TO LAY RECLAIMED WATER MAIN 10 FEET FROM A POTABLE WATER MAIN, THE RECLAIMED WATER MAIN MAY BE LAID CLOSER AFTER APPROVAL BY THE CITY AND FDEP IF THE BOTTOM OF THE RECLAIMED WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE POTABLE WATER MAIN AND IS LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE TRENCH. (CHAPTER 62-610, F.A.C.)
(3) SEE CHAPTER 62-610, F.A.C. AND 62-555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS.

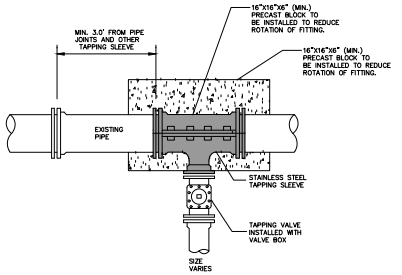
STANDARD CONSTRUCTION DETAIL
WATER MAIN SEPARATION
NTS
INDEX W–9A
JUNE 2023




NOTE– NO GALVANIZED PIPE OR FITTINGS ALLOWED.

1. FEMALE CURB STOP SHALL BE FORD BB1–777–NL OR APPROVED EQUAL

STANDARD CONSTRUCTION DETAIL
BLOW–OFF ASSEMBLY WITH METER BOX
NTS.
INDEX W–11
JUNE 2023




NOTES:

1. STAINLESS STEEL SLEEVES ONLY WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
2. INSTALL REQUIRED RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCK BE PERMITTED.
3. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR UNDER SUPERVISION OF A CITY REPRESENTATIVE. ALL MATERIALS TO BE PROVIDED BY DEVELOPER / CONTRACTOR
4. ALL VALVES 3" OR LARGER SHALL BE GATE VALVES WITH 2" OPERATING NUTS. ALL VALVES 2" AND SMALLER SHOULD BE 1/4 TURN OPEN LEFT BRASS BALL VALVES. (FORD PART B61–777W–NO)
5. PRESSURE TEST SHALL BE PERFORMED ON TAPPING VALVE AND SLEEVE.

STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
NTS
INDEX W–17
JUNE 2023

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386–271–0282
WWW.KIMLEY–HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL

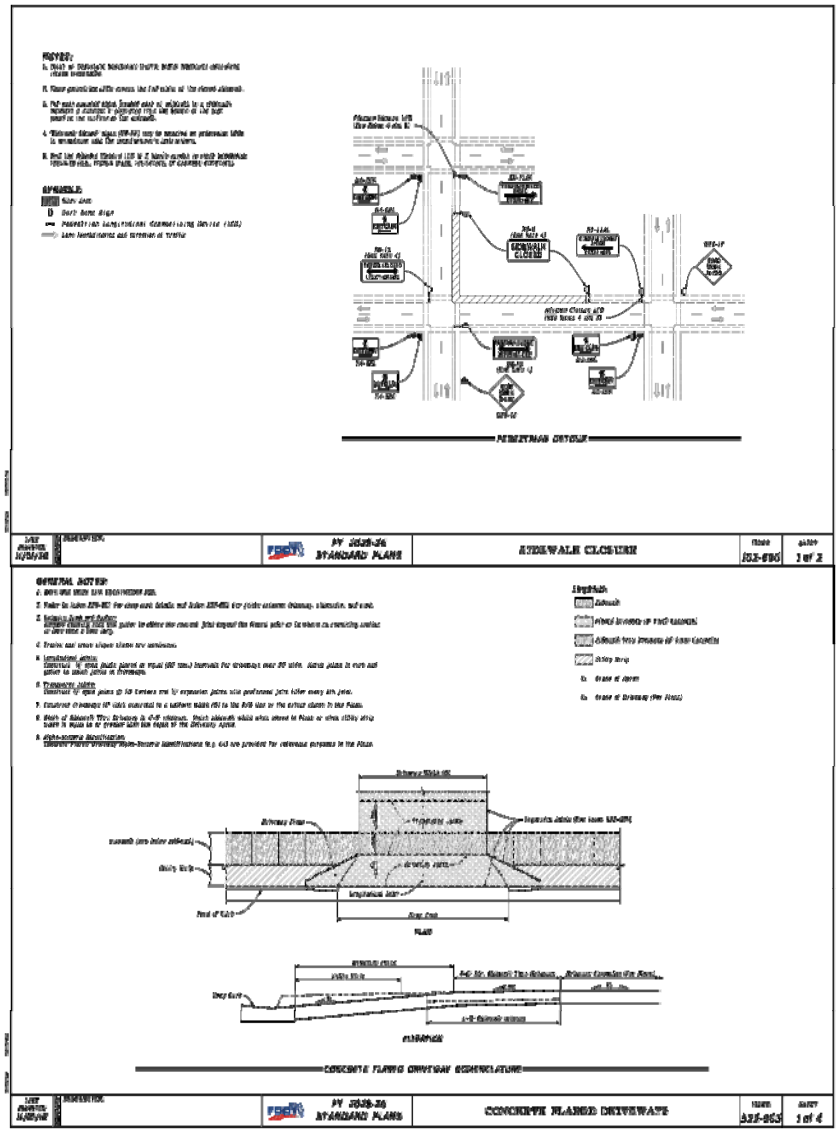
KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

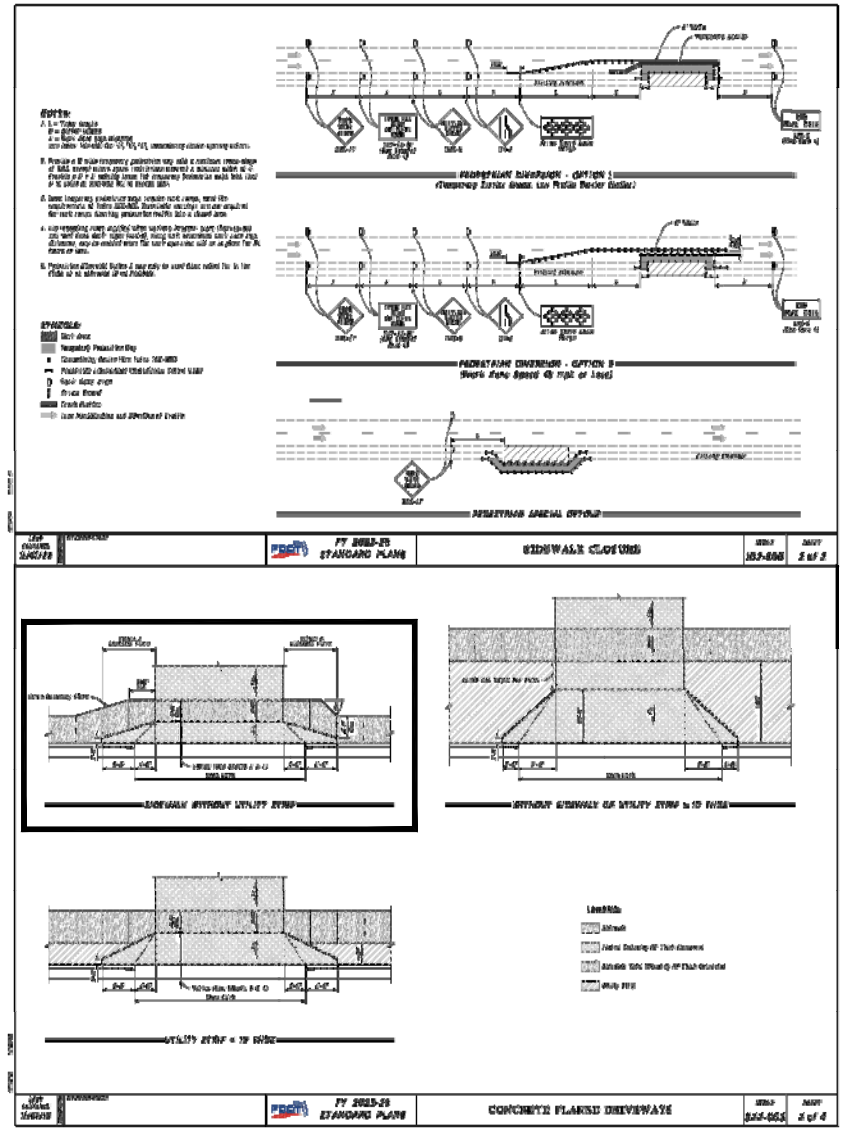
CITY OF ORMOND BEACH DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C8.1

Rolled Rotterdam, Kristi Sheet Set:CIRCLE K – NOVA & HAND Layout:C8.1 April 21, 2025 05:45:18pm K:\Vab_ofc\Vab149880169–circle k – nova & hand\CADD\CONST\plotsheets\C8.0 – CITY OF ORMOND BEACH DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. and be without liability to Kimley–Horn and Associates, Inc.




| No. | REVISIONS | DATE | BY |
|---|---|---|---|

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL

KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
DATE: 04/21/2025

# FDOT MOT & DETAILS

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
C9.0

Plotted By:Horton, Kelsi Sheet Set:CIRCLE K – NOVA & HAND Layout:C9.0 April 21, 2025 05:45:32pm K:\dab_civil\149880169-circle k -nova & hand\CADD\CONST\plansheets\C9.0 – FDOT MOT & DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# ATTACHMENT 4

Correspondence Received

**From:** Amber Bobak
**To:** Spraker, Steven
**Subject:** Re: Circle K
**Date:** Friday, March 14, 2025 10:27:42 AM

---

**[External Email-Use Caution] - OB/IT Helpdesk**

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Steven,

Thought I would share some of the information I have been finding in support of ordinances on gas stations in relation to distance from residential homes and schools. (There is also a pre-scool three buildings down I believe.)

Just somethings that might be considered.

Thank you,

gasstation
ceds.org

> On Mar 12, 2025, at 12:42 PM, "Spraker, Steven" <Steven.Spraker@ormondbeach.org> wrote:
>
> Good afternoon,
>
> Thank you for your e-mail. The Site Plan Review Committee has not taken final action on the site plan submittal at 699 South Nova Road, so there is nothing to appeal at this time. Prior to final action, the Site Plan Review Committee will hold a meeting on a Wednesday morning and discuss the project, including the hours of operation. This meeting would be open for anyone to make comments for or against hours of operation conditions. The Site Plan Review Committee would then make a final determination. After this determination from the Site Plan Review Committee, an appeal can be made per Section 1-19 of the Land Development Code:

*Application, fee and transmittal of records.* Applications specifying the interpretation or action appealed, including the grounds thereof, shall be submitted as described in this subsection. A filing fee shall accompany all applications for the appeal.

(1) *Appeals heard by planning board.* Applications for an appeal to be heard by the planning board shall be submitted on a form supplied by the planning department that shall be filed with the planning department. Upon notification of the filing of the appeal, the planning director shall forthwith transmit to the planning board all the documents, plans, papers or other materials constituting the record upon which the action appealed from was taken.

(2) *Appeals heard by city commission.* Applications for an appeal to be heard by the city commission shall be submitted on a form supplied by the city clerk that shall be filed with the city clerk. Upon notification of the filing of the appeal, the city clerk shall forthwith transmit to the city commission all the documents, plans, papers or other materials constituting the record from which the action being appealed from was based. Appeals of decisions by the city commission shall be to the circuit court.

(3) *Hearing of appeal; notice required.* Within thirty (30) days of receipt of appeal, the planning board and the city commission, respectively, shall set a reasonable time for the hearing of the appeal, give public notice thereof, due notice to the parties in interest and decide the same within a reasonable time. At the hearing, any party may appear in person or be represented by an agent or by an attorney at law authorized to practice in the state. Appellants may be required to assume such reasonable costs in connection with appeals as may be determined by the city commission through action in setting of fees to be charged for appeals.

Staff does not have a date for the Site Plan Review Committee meeting at this time and will provide notice to you as the meeting is scheduled. Staff would expect the Site Plan Review Committee meeting to be scheduled after the next submittal of the project.

Thank you

Steven

Steven Spraker, AICP

Planning Director

**<image001.jpg>**

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

---

**From:** Amber Bobak <ambert_thomas@icloud.com>
**Sent:** Thursday, March 6, 2025 2:10 PM
**To:** Spraker, Steven <Steven.Spraker@ormondbeach.org>
**Subject:** Re: Circle K, appeal to restrict hours of operation

**[External Email-Use Caution] - OB/IT Helpdesk**

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sorry caught my spelling error and wanted to correct.

On Mar 6, 2025, at 2:02 PM, Amber Bobak <ambert_thomas@icloud.com> wrote:

Good afternoon,

It is my understanding that the city has not implemented Sec. 2-57.18.A previously on any other proposals. This seems to be the first time the City of Ormond Beach has delt with this particular type of proposal where there are preexisting residential homes directly abutting the proposed gas station build.

I spoke with Lori Tolland and she mentioned the one other gas station on beachside abutting residential property was an unincorporated county and was then annexed into the city at a later time. I would just like to highlight again that the main residential property abutting that location is undeveloped.

I would like to appeal that we enforce the hours of operation.

This proposal is planned to operate 24/7 while directly abutting Single family residential homes. Per the Land code a Type C convenience store must also be subject to ALL Requirements of the Type A and B.

(18)*Convenience food store, type A.*
a. Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.
b. Screening and buffering shall be required to the degree necessary to minimize the impact on residential areas to the maximum extent feasible.
c. If applicable, the store operation shall comply with the Convenience Business Security Act (F.S. § 812.1701 et seq.), as amended from time to time.
d. Shall be located at the intersection of two (2) public rights-of-way; this provision may be waived by the city commission, subject to

the applicant demonstrating that the site will not have detrimental impacts to the traffic flow on the adjacent street.

(19)*Convenience food store, type B.* All the requirements for convenience stores, type A shall apply in addition to the following:

a.Traffic circulation shall be designed so as to provide safe ingress and egress.

b.The site is designed to provide a distinct separation of internal traffic and parking bay locations between the convenience store use and the gasoline pump area.

(20)*Convenience food store, type C.* All the requirements for convenience stores, type A and B shall apply, in addition to the following:

a.The minimum lot area shall be at least one and one-quarter (1¼) acres.

b.All pump island canopies shall comply with all setback requirements of the Greenbelt Overlay District as amended.

c.Traffic circulation shall be designed so as to separate convenience store traffic from gasoline sales traffic and drive-through traffic.

d.The principal structure housing all uses on the site shall be a minimum of two thousand (2,000) square feet in area.

I am aware of the wall and distance buffering they have provided in the plans. As a resident directly effected by what is to come, and as a person of common sense, the wall will not make as big an impact buffering noise as if the building were facing Nova instead of Hand. Nor will a wall stop light and noise pollution from entering the neighboring homes.

Below are specific reasons they should be restricted.

* Two of the directly abutting properties have young families that have school hours and this will disrupt their sleep and will eventually effect their performance in school.

*We have at least three other homes across that also have school children.

*Traffic around operating hours will increase putting the safety of our children at risk when leaving early mornings for their bus stop on this street.

*The transient population (I'd like to ask if they are willing to provide private security to monitor this property at night.)

*Encouragement of sex offenders being brought closer to the neighborhood. They can say they wont but I unfortunately get the alerts of locations and we have an unnerving amount just across Nova.

*Animal night life disturbances, I know the parks are several feet away but I assure you, the animals that live in this habitat do not stay on a narrow path. The more we alter the environment the more natural eco we loose. I have seen it with the deer population just from the carwash, Wawa, and storage unit on Granada in the last few years. We may have homes around this area but they have all been co-existing with the wildlife for over 60 years.

This is the reason most of us live in this neighborhood.

There my be other surrounding commercial properties as the developer has mentioned in their application but our homes are not businesses. We come to them to escape and have our piece of privacy and right now we all feel very intruded upon with this proposal.

As always, thank you for your time and consideration to the residents concerns regarding the effects this will have on their Property.

Amber Bobak




(https://ceds.org/)

# How To Stop Poorly-Planned Gas Stations & Convenience Stores




(https://i0.wp.com/ceds.org/wp-content/uploads/2022/06/Banner-Benzene-Pumps-Pediatrician-Alcohol.jpg?ssl=1)

While a gas station – convenience store can provide many benefits, these establishments can have a severe effect on human health, property value, and other quality of life aspects when allowed too close to homes or other inappropriate locations.

If you're concerned about a ***proposed*** gas station-convenience store anywhere in the USA then contact CEDS at 410-654-3021 or Help@ceds.org (mailto:Rklein@ceds.org) today for an initial no-cost discussion of strategy options. With our nationwide network of Good Attorneys (https://ceds.org/goodattorneys/) as well as engineers and other professionals (https://ceds.org/sls/#expert), CEDS has defeated many poorly-planned gas stations (https://ceds.org/success-examples/#gas) at a cost well below that charged by most firms.

***Please don't hesitate since delay almost always decreases the likelihood of success.***

Click this sentence to see examples of CEDS gas station-convenience store successes. (https://ceds.org/success-examples/#gas)

## How CEDS Can Help Protect You & Your Neighbors from a Poorly-Planned Gas Station

In this webpage we offer advice on how homeowners, neighborhood associations, and even store or station owners can get the benefits these establishments provide without the negative impacts. If you're looking for strategy options specific to your situation then

consider retaining CEDS to manage your campaign.

We can review a proposed gas station – convenience store for the impacts described below and more. An example of a CEDS analysis can be viewed by clicking: Gas Station-Convenience Store Strategy Analysis Example (https://ceds.org/wp-content/uploads/2022/05/Initial-Strategy-Analysis-Hypermart-Gas-Station-Convenience-Store.pdf). This analysis prompted decision-makers to deny special exception-conditional use permits (https://ceds.org/se/) for a proposed convenience store-gas station. To see the many places around the nation where we've helped others, see the CEDS Case Map (https://www.google.com/maps/d/viewer?hl=en_US&mid=1iISIczue7bdrSrGdRH0O2jgJ_-k).

Between our unique Politically Oriented Advocacy (https://ceds.org/poa/), Equitable Solutions (https://ceds.org/eqs/) and Smart Legal Strategy (https://ceds.org/sls/) approaches we can triple the likelihood of success at a fraction of the cost. Contact us at Help@ceds.org (mailto:Help@ceds.org) or 410-654-3021 for a no-cost initial discussion of strategy options.

If you're concerned about an ***existing*** gas station-convenience store or one under construction see ***Existing Gas Station-Convenience Stores & Reducing Impacts*** (https://ceds.org/convenience/#exist) at the end of this webpage.

## A Bit of Convenience Store, Gas & Service Station Background

The following will help you understand the context of these three uses. This context is critical to formulating a strategy to protect a neighborhood or the environment from the impacts of a convenience store, gas or service station proposed for the wrong site or suffering from a flawed design.

**Convenience Stores:** When the first convenience store opened in 1927, they were mostly small, Mom and Pop establishments where one could buy snacks, basic kitchen-health supplies, beverages, prepared foods, etc. Beginning in the 1980s, convenience stores were combined with gas stations. Today, a growing number offer vehicle maintenance and repair as well.

Today, there are more than 140,000 convenience stores in the USA. Convenience is indeed the key to the success of these stores. It is this attribute which prompts 80% of Americans to prefer shopping at a convenience store vs. supermarkets. In fact, 100 million Americans shop

at convenience stores every day.

**Gas Stations:** The number of gas stations in the U.S. has been declining. In 1994, there were 202,800 gas stations across the nation, but by 2012 the number was down to 156,065. (https://www.convenience.org/Topics/Fuels) The decline can be attributed to cars getting more miles per gallon, thus needing less gas, as well as new stations adding many more pumps. The decline is also due to supermarkets, big-box stores and others using cheap gas outside to draw customers inside. CEDS developed a spreadsheet approach for determining if a need exists for additional gas stations in an area. For further detail see Assessing Gas Station Need (https://ceds.org/convenience/#need) below.

**Vehicle Repair Facilities:** Known as service stations or garages, vehicle repair facilities are essential services. But these facilities can cause impacts greater than those associated with just a convenience store or a gas station. Primary impacts include:

- Noise from body repair, tire changes and large truck or bus diesel engines;
- Air pollution due to diesel engines idling for extended periods, paint vapors or dust emitted from body refinishing; and
- The release of a variety of polluting materials that settle on parking lots and other *impervious* (https://en.wikipedia.org/wiki/Impervious_surface) surfaces which then wash into nearby ground or surface waters with each rain.

**Hypermarts, Supermarkets & Big-Box Stores:** Known as Hypermarts (https://en.wikipedia.org/wiki/Hypermarket), large combination convenience stores with sit-down space and numerous fueling positions are becoming increasingly common. Hypermarts, supermarkets and big-box stores that are part of regional or national chains can buy and sell gas for less than traditional, locally-owned gas stations. This usually causes one or more of these older businesses to go out of business when one of these big newcomers opens.

A number of studies (https://www.amiba.net/resources/multiplier-effect/) have shown that local economies are better off with locally owned businesses compared to those which are part of national chain. These studies show that on average 48% of each purchase at a locally-owned business circulates through the local economy compared to less than 14% of purchases from national chain stores.

The following studies show that hypermarts can force existing gas stations to lower their prices which may eventually cause them to go out of business.

A study conducted in the Tucson, AZ area (https://naguelakakis.files.wordpress.com/2016/10/hypermarts_full_text_prelim.pdf) documented that:

> *On average, if a gas station is located within 0.5 road miles of a hypermart, the stations price is pushed down about 2.1 cents, and if it's located between 0.5 and 1.5 miles, the price is lowered by 1.2 cents. This effect of a hypermart is substantially greater than the effect of the addition of a traditional gas station in the areas.*

In the Nashville, TN area researchers found that hypermarts:

> *…do in fact place statistically and economically significant downward pressure on the prices of nearby gas stations. The magnitude of the price impact implies the entrance of a hypermart into a local market will cut an average gas station's profit in half. The findings reaffirm others who have noted the sizable impact large, low-priced firms have on their smaller competitors.*

Abandoned gas station sites are difficult to convert to other uses. In the meantime, they deteriorate causing the area to appear rundown, lowering property value. This impact is addressed below under Blighting.

## Gas Station & Convenience Store Potential Impacts

Following are the impacts which may be associated with a convenience store, a gas station or a vehicle repair facility. Note that most can be resolved, provided both the site and design is right.

### Alcohol Sales & Crime

One of the concerns which often arises with regard to proposed convenience stores is the possibility of beer, wine, and other alcohol sales. CEDS compiled an initial review of scientific studies relevant to the potential effect of convenience stores with off-sale (alcohol to be consumed elsewhere) liquor licenses on crime and public health. The review can be downloaded at: https://ceds.org/wp-content/uploads/2020/09/Crime-Alcohol-Studies.pdf (https://ceds.org/wp-content/uploads/2020/09/Crime-Alcohol-Studies.pdf)

The author of the review – CEDS president Richard Klein – has no particular expertise in this subject area. The review is our interpretation of what the researchers found which may be most applicable to proposed convenience stores near neighborhoods. Clicking on each blue title in the review will take you to the actual paper. We also included the abstract so you can judge the accuracy of our interpretation.

The intent of the review is to provide neighborhood residents with a starting point for a discussion of the science regarding alcohol beverage sales and neighborhood safety. CEDS or our clients contacted many of the researchers who conducted these studies to confirm we accurately interpreted their findings.

The gist of these studies is that a positive relationship exists between crime as well as adverse health effects and the number outlets selling alcohol for consumption elsewhere (off-sale) in a given area. This is particularly true for low-income and other stressed communities.

The gist of the findings are that allowing off-sale of alcoholic beverages at a proposed convenience store ***may*** increase crime and other adverse health effects, especially if the store is open 24/7 (https://pubmed.ncbi.nlm.nih.gov/29227232/). One study (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6679806/) indicated the presence of an off-sale, 24/7 establishment:

> "may attract people at increased risk for involvement with violent crime."

In another study (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3778110/), researchers concluded:

> "Children with an alcohol outlet on the route to school were more likely to be offered alcohol, tobacco, and other drugs as well as be exposed to drug selling and seeing people using drugs."

Some states (https://codes.findlaw.com/tx/alcoholic-beverage-code/alco-bev-sect-109-33.html), counties (https://library.municode.com/fl/polk_county/codes/code_of_ordinances?nodeId=COOR_CH3ALBE) and cities (https://library.municode.com/FL/Miami/codes/code_of_ordinances?nodeId=PTIITHCO_CH4ALBE) prohibit alcohol sales within a thousand feet of a school, daycare center, park, or other locations frequented by children.

For further information visit the CEDS Crime & Alcohol Outlets webpage (https://ceds.org/alcohol/).

## Blighting

Every community has boarded up stores and even entire blocks or shopping centers that have been abandoned. These lost commercial opportunities are frequently poorly maintained, making them unattractive and unpleasant neighbors. This is known as blight.

One of the causes of blight is excessive or unfair competition. There is an upper limit to the number of retail establishments any area can handle. In urban areas with high traffic volumes there can be a thriving gas station-convenience store on nearly every corner. Whereas rural settings may only support a single store at only one out of every ten or so major intersections.

Some localities have adopted limits on how many convenience stores or gas stations can exist within a given area. Others require a market analysis to demonstrate that an area can accommodate another store. But applying these planning tools can be tricky in situations where an aging c-store would be put out of business by a new establishment with four times the floor space. One option though is to provide strong incentives for the new store owners to buy out the old and redevelop the site.

## Community Character

Originally, most commercial uses were located in downtown areas. With the automobile new convenience stores and other commercial uses were increasingly located in strips along major highways. This ugly form of growth is only accessible by car.

Modern planning philosophy calls for locating convenience stores in neighborhood scale commercial areas accessible by walking, bicycling or car. Of course there will always be a need to locate convenience stores and gas stations along major highways. However, managing growth to bring convenience stores and other retail outlets back to downtown areas could do much to revitalize blighted areas and enhance our quality of life.

## Crime

Convenience store hold-ups account for about 6% (https://www.popcenter.org/problems/robbery_convenience/) of all robberies in the nation. One study noted that:

> "Convenience store employees suffer from high rates of workplace homicide, second only to taxicab drivers."

A study (https://movendi.ngo/wp-content/uploads/2015/03/AlcoholViolenceGruenewald.pdf) of the relationship between violence of other factors found an increasing trend as the number of alcohol outlets in an area rose. Following is a principal finding from this study:

> "A larger number of alcohol outlets and a higher rate of violence might be expected in poorer neighborhoods or in neighborhoods with a larger population young people. But as the research described above shows, even when levels of poverty and the age and the ethnic background of residents are taken into account, a high density of outlets is strongly related to violence regardless of a neighborhood's economic, ethnic or age status."

Another study only noted an increase in crime in relation to number of alcohol outlets in low-income communities.

A National Association of Convenience Stores report (https://www.convenience.org/Media/Daily/2024/July/18/2-Store-Less-Theft_Payment) noted that the following steps were the most effective in reducing convenience store crime:

- cash control (by frequently putting excess cash in an in-store safe);
- locating a store where there are few escape routes (e.g. nearby highways);
- good lighting;
- visibility (locating stores in areas with lots of passersby); and
- employee training.

## Fire & Explosion Danger

According to a 2020 National Fire Protection Association report (https://www.nfpa.org/education-and-research/research/nfpa-research/fire-statistical-reports/service-or-gas-station-fires)…

> "From 2014 through 2018, local fire departments responded to an estimated average of 4,150 fires in or on service or gas station properties per year. These fires caused an average of three civilian deaths, 43 civilian fire injuries, and $30.0 million in direct property damage annually."

U.S. Census Bureau records show there were about 107,500 gas stations in the U.S. circa 2014-2018. In other words, there was one fire per year for every 26 gas stations.

In the past Federal Housing Administration (FHA) insured mortgages were not available for properties located within 300 feet of tanks capable of storing 1,000 gallons or more of gasoline or other flammable-explosive materials. However, FHA amended this restriction (https://www.hud.gov/sites/dfiles/OCHCO/documents/4000.1hsgh-112021.pdf) so it only applies to aboveground storage tanks. Since essentially all gas stations have below ground tanks, the FHA restriction does not apply to gas stations. Nevertheless, the frequency of fires would be cause for concern if a gas station is proposed near a home or other sensitive land use.

## Health Effects: Is It Safe to Live Near a Gas Station

A number of compounds injurious to human health are released from gas stations during vehicle fueling and from underground storage tank vents. These compounds include: benzene, toluene, ethyl benzene, and xylene (BTEX) (https://www.ncbi.nlm.nih.gov/pubmed/26435043). Measures to reliably resolve these adverse health effects are not employed at new gas stations.

Benzene is the gasoline constituent most harmful to human health. Adverse health effects of benzene include nausea, cancer, anemia, increased susceptibility to infections, and low birth weight. According to the *World Health Organization Guidelines for Indoor Air Quality* (https://www.ncbi.nlm.nih.gov/books/NBK138708/) ***there is no safe level for benzene.*** The following research documents the extent of benzene releases from gas stations as well as adverse health effects:

- A 1993 study (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1520004/) published by the Canadian petroleum industry found average benzene concentrations of 146 and 461 parts per billion (ppb) at the gas station property boundary in summer and winter, respectively.
- A 2001 study (https://www.tandfonline.com/doi/abs/10.1080/10473289.2001.10464339) noted median ambient benzene levels of 1.9 ppb in houses up to 328 feet from a service station.
- A 2003-2004 study (https://www.ncbi.nlm.nih.gov/pubmed/19213757) conducted in France documented a significant relationship between childhood leukemia and living near a gas station.
- A 2010 study (https://www.ncbi.nlm.nih.gov/pubmed/20810207) conducted in Spain documented elevated air pollution within 100 meters (328 feet) of a gas station.
- In 2012, Brazilian researchers (https://www.sciencedirect.com/science/article/pii/S1309104215304384) found that air quality was significantly degraded up to 150 meters (492 feet) from gas stations.

In 2005, the California Air Resources Board probably became the first in the U.S. to recommend a minimum public health safety zone between new gas stations and "sensitive land uses." The recommendation appeared in *Air Quality and Land Use Handbook: A Community Health Perspective* (https://files.ceqanet.opr.ca.gov/221458-6/attachment/UNr-g159CW-r0G4DR8q6daNdAKT3RJTd8gGQCfz4wqFfl-eNdZNQEqjf8tfls1x6Gsae7YqpXwtFIZBd0). The pre-2005 studies referenced above and other research prompted the Board to recommend a minimum 300-foot separation distance between new gas stations and "sensitive land uses such as residences, schools, daycare centers, playgrounds, or medical facilities." The State of California is widely recognized as having some of the most effective air pollution control requirements in the nation. Yet even with California controls a minimum separation is still required to protect public health.

The U.S. Environmental Protection Agency echoed concerns about the health risk associated with gas station emissions in their *School Siting Guidelines* (http://ceds.org/usepaschool). The USEPA recommended screening school sites for potential health risk when located within 1,000 feet of a gas station dispensing 3.6 million gallons of gasoline or more per year. Note that the USEPA guidelines were published in 2011. Since then a number of studies cited here have shown that adverse health effects can occur from gas stations dispensing less than 3.6 million gallons per year. For further detail see the portion of this webpage headed *3.6 Million Gallons Per Year & 300-Feet Insufficient (https://ceds.org/gasstation/#3.6)*.

We had a case in Texas where a City Council member asked how come several of our schools are near gas stations yet we've never heard about student health problems? The answer is that a factor like gas station benzene is only considered a significant health issue if it causes more than one additional cancer case per 100,000 people. Given that the number of students present at most schools in far below 100,000, it is not surprising if additional cancer cases have gone unnoticed.

The last (Zoning) section (https://ceds.org/convenience/#zoning) of this webpage contains a sampling of the public health safety zones for new gas station adopted by other U.S. jurisdictions. Most call for a greater separation then the 300 feet recommended by the California Air Resources Board. The increasing safety zone distances were prompted by the growing body of research showing that adverse health effects extend further and further from gas stations. In fact, a 2019 study (https://www.sciencedirect.com/science/article/pii/S0048969718337549) of U.S. gas stations found that benzene emissions from underground gasoline storage tank vents were sufficiently high to constitute a health concern at a distance of up to 524-feet. Also, the researchers noted:

> "emissions were 10 times higher than estimates used in setback regulations [like that in the California handbook] used to determine how close schools, playgrounds, and parks can be situated to the facilities [gas stations]."

Prior to the 2019 study it was thought that most of the benzene was released at the pump during fueling. A 2015 paper (https://www.ncbi.nlm.nih.gov/pubmed/26435043) noted the following bit of irony with regard to vapor recovery and harmful emissions from gas station storage tanks:

> "It is important to note that vapor recovery at the nozzle can cause vapor releases at the storage tank, because vapors recovered at the nozzle are typically directed into the storage tank. The storage tank, in turn, can "breathe" and potentially release recovered vapors immediately or at a later time. A tank sucks in relatively uncontaminated air as the liquid fuel level drops in the tank due to vehicle refueling, and it releases vapors through the vent pipe into the atmosphere if the gas pressure increases and exceeds the cracking pressure of the pressure/vacuum valve, when fuel evaporates into unequilibrated gas in the headspace."

The 2015 paper contained the following summary regarding the health implications of living, working or learning near a gas station:

> "Health effects of living near gas stations are not well understood. Adverse health impacts may be expected to be higher in metropolitan areas that are densely populated. Particularly affected are residents nearby gas stations who spend significant amounts of time at home as compared to those who leave their home for work because of the longer period of exposure. Similarly affected are individuals who spend time close to a gas station, e.g., in close by businesses or in the gas station itself. Of particular concern are children who, for example, live nearby, play nearby, or attend nearby schools, because children are more vulnerable to hydrocarbon exposure."

A study published in 2021 (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8172828/) documented that adverse health are increased when a neighborhood is near multiple gas stations.

Idling engines, particularly those in large diesel trucks, emit a large quantity of particulates into the local atmosphere. These particulates can pose a significant health risk for those living near convenience store/truck stops.

**Control Measures Do Not Resolve Health Threat**

The two most common control measures are Stage I and Stage II vapor recovery.

Stage I measures reduce vapor release when gas station underground storage tanks are being filled by tanker trucks. They ***do not*** control releases during the ***99% of time when tanks are not being filled***.

Stage II measures reduce vapor releases when you and I are fueling our cars at the pump. A decade ago most gas pump nozzles were designed to capture vapors released during refueling. The vapors were then sent to the 10,000- to 20,000-gallon underground tanks where gasoline is stored. These Stage II vapor recovery systems were phased out beginning in 2012 as a result of the widespread use of Onboard Refueling Vapor Recovery (https://en.wikipedia.org/wiki/Onboard_refueling_vapor_recovery) (ORVR) systems.

As the name implies, Onboard Refueling Vapor Recovery systems are built into new cars. The system captures vapors during refueling which are then stored in canisters within the vehicle. A study published in February, 2020 (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7020915/), examined the effectiveness of Onboard Refueling Vapor Recovery systems. The researchers found that 88% of vehicles monitored released vapors during refueling despite the presence of Onboard Refueling Vapor Recovery systems.

While the 2020 study may raise a question about health risks to consumers pumping gas, a 2021 study (https://www.mdpi.com/1660-4601/18/4/1872/pdf) found that this was not an issue. The researchers found that consumers filling their vehicles ***under normal conditions*** were not exposed to sufficient benzene ***from filling alone*** to pose a significant health risk. However, the cumulative effect of benzene released during fueling and from underground storage tank vents remains a cause for concern for those living, working or learning nearby.

The unfortunate conclusion from these studies is that we cannot rely upon controls required for new gas stations to resolve the health and safety threat to those who living in the vicinity of a proposed gas station.

The photo on the left below shows the pipes that vent vapors from underground gasoline storage tanks to the atmosphere. The middle and far right photos show Enhanced Vapor Recovery (EVR) measures (https://ww2.arb.ca.gov/our-work/programs/vapor-recovery) that can capture pollutants carried in the vent pipes. These measures are seldom seen outside of California. And, unfortunately, it is uncertain whether these and other control measures reliably reduce benzene releases sufficiently to safeguard the health of nearby residents.



(https://i0.wp.com/ceds.org/wp-content/uploads/2021/04/voccontrols.jpg?ssl=1)

If you live near an existing you should consider calling for installation of these measures if you live near an existing gas station. Given that one type of underground storage tank vent control measure can cost $100,000 to install and $1,000 annually to maintain, convincing a gas station owner to install the measure will be difficult.

**Estimating Gas Station Health Impact Zones**

In 2022, the California Air Resources Board (CARB) developed Gasoline Service Station Industrywide Risk Assessment Guidance (https://ww2.arb.ca.gov/resources/documents/gasoline-service-station-industrywide-risk-assessment-guidance) which includes a spreadsheet Tool (https://ww2.arb.ca.gov/sites/default/files/2022-02/Look-up%20Tool%20Version%201.0%202_18_22.xlsm) for predicting cancer and a health index for a proposed gas station. Before using the Tool read the CARB Gasoline Service Station Risk Tool User Guide (https://ww2.arb.ca.gov/sites/default/files/2022-03/Gasoline%20Service%20Station%20Risk%20Tool%20User%20Guide_FINAL_ADA%20Compliant.pdf).

Unfortunately, the Tool requires meteorological data that is only provided for California. However, the Tool ***might*** used be in other states to get a ***sense*** (but not proof positive) of how adverse health effects vary depending on the volume of gasoline pumped, proximity to homes or businesses, station layout, and control measures employed.

With regard to pumpage, the NACS (National Association of Convenience Stores) estimates that on average a typical gas station-convenience store pumps 3,000 gallons of gasoline per day (https://www.convenience.org/Topics/Fuels/Who-Sells-Americas-Fuel#:~:text=The%20average%20fueling%20location%20sells,often%20sell%20five%20times%20more.) or 1.1 million gallons per year.

Note that California can require Enhanced Vapor Recovery (https://ww2.arb.ca.gov/our-work/programs/vapor-recovery) (EVR) measures that may prevent far more benzene from being released when compared to just Stage I and Stage II controls. It appears that few other states, if any, require measures other than Stage I and Stage II.

### Historic Resource Impacts

A historic resource may include a building or place where a significant event took place or an eminent figure once resided. The resource could also be an area, such as a Native American settlement. The event or building could date from just over 50 years ago to thousands of years past.

The goal of historic preservation professionals is to safeguard the setting of the resource from factors which might detract from one's ability to understand what makes it significant. Of course there are few historic resources which would be compatible with a convenience store. But then there are exceptions, such as the "convenience stores" called "gift shops" which are present in many visitor centers.

Generally, a convenience store should not be located within view of a historic resource. In some situations this may include not only the resource proper but the access road too. Frequently, those wishing to locate a potentially incompatible facility near a historic resource will be required to prepare a sightline. As the name implies, the sightline is drawn from the most visible part of a proposed store to various points at the historic resource. The analysis shows whether hills, buildings or other features would block the store from view.

## Lighting Impacts

Lighting is essential to convenience store safety and profitability. We're less likely to patronize a poorly lit store while criminals find this inviting. But too much lighting and area residents may suffer glare in their bedrooms or lose their view of the nighttime sky.

There's a phenomenon known as ratcheting where one business installs bright lights. The new lights cause nearby establishments to look darker than before, so they install brighter lights and on the upward spiral goes. Ratcheting can greatly increase light trespass impacts to area residents.

Fortunately new LED lights and other approaches can make a convenience store safe and attractive. The lighting should be fully shielded and follow the latest recommendations of the Illuminating Engineering Society of North America (https://www.ies.org/) (IESNA) along with those of the International Dark-Sky Association (https://darksky.org/).

## Noise

All of us who have taken our cars in for service are familiar with the many loud noises generated by repair facilities. Tire air guns produce a noise level of 104 dBA and the air chisels used in body shops emits 112 dBA (https://multimedia.3m.com/mws/media/888553O/noise-navigator-sound-level-hearing-protection-database.pdf). An accelerating diesel truck emits 114 dBA and even 100 dBA while idling (https://multimedia.3m.com/mws/media/888553O/noise-navigator-sound-level-hearing-protection-database.pdf). Make it a late-night or all-night establishment and you have a use which definitely does not belong near homes.

So how close is too close? CEDS recommends a minimum separation of 300 feet between homes and late-night/all-night stores. However, a site-specific noise analysis may show a lesser setback will adequately protect area homes. Such an analysis should distinguish between rural and urban settings. A nighttime noise level of 55 dBA may be OK in a city or suburb while 45 dBA is more appropriate for rural areas.

Many new gas station-convenience store proposals include two other noise sources – car washes and drive-thru lanes.

### Car Wash Noise

One study indicated that noise from car wash sprayers and blowers can hit 100 dBA and that from vacuum cleaners can range from 78 to 92 dBA. Combined these car wash noise sources may not drop below a nighttime noise limit of 45 dBA until a distance of 325 feet. For further detail about preventing car wash impact see the CEDS *Preventing Car Wash Neighborhood Impacts* (https://ceds.org/carwash-noise-impact-prevention/) webpage.

**Drive-Thru Noise**

There are two sources of noise from restaurant-carryout drive-thru lanes – outside speakers where orders are placed and music, phone conversations, loud engine, and other sound emitted from vehicles waiting in line. Noise experts say that informational noise at drive-thru speakers is especially disturbing because it's more difficult to ignore. Typical speaker noise level may range from 72 to 90 dBA but may drop to 60 dBA within 50 feet or so. However, noise from vehicles queued in a drive-thru lane can be considerably louder and, therefore, far more disturbing. Some sources claim that *Automatic Volume Control* (AVC) can reduce speaker noise which reduces the sound level of noise emitted from a speaker to 15 dBA above the ambient (background) noise level. For further detail about preventing drive thru impacts see the CEDS *Protecting Neighborhoods from Drive Thru Noise & Other Impacts* (https://ceds.org/drive-thru-neighborhood-impacts/) webpage.

## Nutrition & Food Swamps

Food Swamps are areas with a number of fast food restaurants, convenience stores, and other establishments offering few healthy, nutritional foods.  The following more precise definition comes from the Johns Hopkins Center for a Livable Future (https://clf.jhsph.edu/) adopted the definition…

> "A food swamp is a place where unhealthy foods are more readily available than healthy foods. (Unhealthy foods include those that are dense in calories, high in sodium, and high in sugar.) Food swamps typically exist in food deserts, where there are limited options for purchasing healthy foods. For example, a food swamp might be an area where there is a predominance of small corner stores and carry-outs, but no healthy food sources, such as supermarkets or farmers markets."

The USDA (https://www.ers.usda.gov/data-products/food-access-research-atlas/documentation/) defines a *food desert* as:

- Urban Areas – a supermarket is not present within one mile, and
- Rural Areas – it's ten miles or more to the nearest supermarket.

Following are a couple of other examples of adverse health effects associated with convenience stores.

- Poor, inner city neighborhoods tend to lack access to supermarkets with convenience stores and fast food establishments serving as poor substitutes. An East Harlem study (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2770899/) found that children with a convenience store on their block were significantly more likely to have a high Body Mass Index.
- A higher rate of obesity was associated with the presence of convenience stores within a 10-minute walk of a school (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3041661/pdf/1471-2458-11-68.pdf).
- A California study (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1448595/) noted a 50% increase in smoking among adolescents exposed to tobacco advertising during weekly visits to small grocery, convenience or liquor stores;

Adding a convenience store lacking vegetables, fruit and other healthy choices to a food desert area or one with a number of existing "food swamp" establishments, would exacerbate adverse health effects.  A convenience store could be healthier if it were located in an area accessible by walking or bicycling.

### Predatory Pricing

Many establishments use low gas prices to attract customers into the store. Profit margins are generally much higher on the goods sold in the store when compared to gas sales. National chains can purchase and sell gas at much lower prices when compared to smaller (Mom and Pop) stores.

It is not uncommon for the national chains to sell gas so low that it draws many customers away from existing stores. This is known as competition or predatory pricing depending upon whether you are the national chain or the Mom or Pop. However, once the competition goes out of business gas prices frequently rise. Some jurisdictions have laws against predatory pricing, but enforcement can be challenging.

## How Do Gas Stations Affect Property Value

In a 2022 article entitled *The Gas Station Effect* (https://www.locatealpha.com/insights/the-gas-station-effect/#:~:text=Homes%20within%20800%20feet%20of,mile%2C%20when%20it%20drops%20sharply.), the author described a review of 430,000 property sales in the Dallas-Fort Worth area. The researcher found that "Homes within 800 feet of a gas station (0.15 miles) appreciated only 11.9% during two years of ownership, compared to 20-22% for homes further away, over the same two years."

In addition, here are a couple of articles giving an anecdotal indication:

- Cemeteries, highways, gas stations (https://www.lowestrates.ca/blog/homes/cemeteries-highways-gas-stations-can-decrease-property-value): "Here's what decreases your property value: Gas stations, railroad tracks, hydro towers, power stations, and industrial areas — proximity to any of these things definitely won't help improve your home value, since they can generate and/or attract odors or other substances that could affect your air quality."
- 10 Industries That Diminish Property Values The Most (https://housely.com/industries-that-diminish-property-values-the-most/): "2. Convenience Store With Gas Station. People will be driving in and out of your intersection, hanging out at the property, and buying lots of lotto tickets, cigarettes, and beer when they gas up. Although handy, these shops do nothing to help property values and hurt them significantly according to Zillow.com. Although the realtors questioned on the site did not have exact statistics, common sense would show that the increase in robberies, accidents, traffic and pedestrians would add up to decreased property value. Still, many gas stations with mini-markets are springing up like wildfire."

In the past Federal Housing Administration (FHA) insured mortgages were not available for properties located within 300 feet of tanks capable of storing 1,000 gallons or more of gasoline or other flammable-explosive materials. However, FHA recently amended this restriction (https://www.hud.gov/sites/dfiles/OCHCO/documents/4000.1hsgh-112021.pdf) so it only applies to aboveground storage tanks. Since essentially all gas stations have below ground tanks, the FHA restriction does not apply to gas stations.

The following excerpt from a U.S. Department of Housing & Urban Development document (https://www.hud.gov/sites/documents/stations.pdf) shows that while gas station fires-explosions may not be common, they do occur often enough to be a concern for nearby residents:

> *"During the five-year period of 2004-2008, NFPA* [National Fire Protection Association] *estimates that U.S. fire departments responded to an average of 5,020* [fires] *in service or gas station properties per year. These fires caused an annual average of two civilian deaths, 48 civilian fire injuries, and $20 million in direct property damage."*

Several studies (https://swer.wtamu.edu/sites/default/files/Data/47-62-11-24-1-PB.pdf) documented that commercial uses can depress nearby property value but not at a distance. In King County, Washington (https://www.issuelab.org/resources/4941/4941.pdf) commercial uses were found to depress residential properties within 300 feet but not beyond 1,000 feet or so.

### River, Lake, Well-Water & Other Aquatic Resource Impacts

Because of the high traffic volume and refueling, convenience stores-gas stations pose an unusually severe threat to ground and surface waters. Adding vehicle servicing facilities increases the threat. One study (http://owl.cwp.org/mdocs-posts/elc_pwp2/) found that contaminant levels in convenience store-gas station runoff were 5- to 30-times higher when compared to residential runoff. In another study (https://nepis.epa.gov/Exe/ZyNET.exe/30002DBO.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5CTxt%5C00000002%5C30002DBO.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL) researchers detected several compounds in vehicle repair facility runoff which were probable cancer-causing agents. These findings have prompted a number of states and local governments to list vehicle repair facilities as *stormwater hotspots* (https://nepis.epa.gov/Exe/ZyNET.exe/901X0A00.TXT?

ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5CTxt%5C00000011%5C901X0A00.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL). USEPA guidance advises caution with regard to allowing hotspot runoff to infiltrate the soil, particularly in areas where drinking water is obtained through wells. The use of highly-effective stormwater Best Management Practices to treat repair facility runoff before it is infiltrated into the soil.

Fuel storage tanks and pipelines pose another source of contamination, though the design of both has improved dramatically over the past couple of decades. Spillage at the pump is a more likely source of fuel release into nearby waterways. In fact, Johns Hopkins University researchers (https://www.sciencedaily.com/releases/2014/10/141007103102.htm) found that an average of 40 gallons of gasoline is spilled at a typical gas station per year at the pumps. The JHU researchers also found that a significant portion of the spilled gasoline can migrate through the concrete pads at many fueling stations.

So how far should a gas station be from a well or surface waters to reduce the likelihood of contamination to a reasonable level? Well, the key question is actually how far can one anticipate that a plume of spilled gasoline will travel underground. One review of scientific studies (https://www.waterboards.ca.gov/ust/policy/techjust071211.pdf) of plume travel indicated that the 90th percentile distance is 400 feet. Add another 100 feet for installing grout curtains or other containment measures and a gas station should be no closer than 500 feet to a well, wetland, spring, stream, river, pond, lake, reservoir or tidal waters.

Best Management Practices (http://www.ced-s.org/aquatic/#he) (BMPs) are available that reduce the probability of contamination. One study indicated bioretention (https://ceds.org/wp-content/uploads/2019/06/FS-RainGarden.pdf) facilities could remove 80% – 95% of hydrocarbons in synthetic stormwater runoff. But even the most effective BMPs may not be enough if a store or station adjoins highly sensitive waters. For further suggestions see our aquatic resource impact assessment webpage (https://ceds.org/aquatic/).

## Traffic

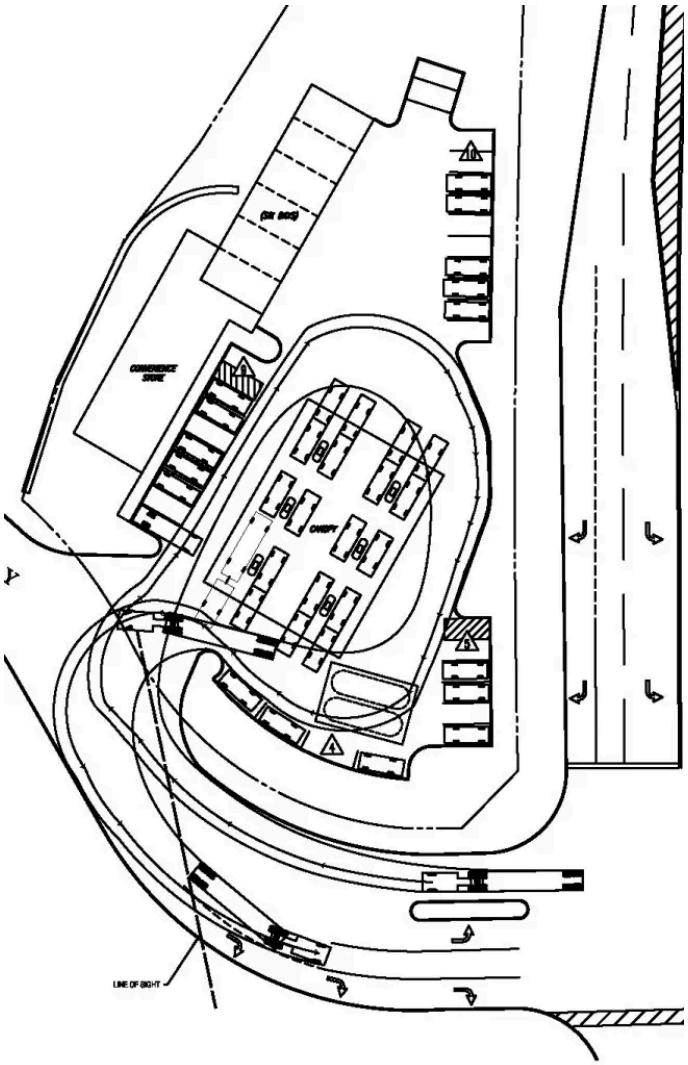
The CEDS Traffic webpage (https://ceds.org/traffic/) provides detailed guidance on evaluating impacts to street and highway safety. In this section we offer guidance on some of the issues we've encountered while evaluating numerous convenience stores and gas station proposals. Due to space constraints we've only listed the more common issues.

As a rough rule of thumb, each proposed pump at a gas station generates about 100 to 130 trips per day. By "pump" we mean fueling position. The convenience store will generate 800 to 1,200 trips per day per 1,000 square feet. So a 2,000 square foot store with ten pumps would generate around 3,150 trips per day. We provide these numbers so you can compare them with those for a proposed store to see if they are in the right range. However, the standard reference is ITE's Trip Generation (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/) manual.

Of these trips, most result from those who would be passing by the gas station anyway. In other words, a typical new gas station does not add to the volume of traffic on a given road. The exception is a very large establishment known as a *Super Convenience Market/Gas Station* (ITE Land Use Code 960) where 24% of trips come from drivers who do not normally pass by (https://ceds.org/wp-content/uploads/2021/08/Pass-By-Trips-Covenience-Stores.pdf). One document (https://wisconsindot.gov/dtsdManuals/traffic-ops/programs/analysis/gasstation-interim.pdf) described a *Super Convenience Market/Gas Station* as: "having a convenience store with a gross floor area of at least 3,000 square feet and have 10 or more vehicle fueling positions."

With regard to safety, customers should not have to walk across vehicle travel lanes. Instead ample parking should be provided along the front and sides of the store. Yes, many customers will leave their car at the pump and walk to the store. But, again, this should be kept to a minimum by creating lots of parking spaces next to the store.

Delivery trucks, particularly long tractor-trailers, must be able to maneuver without encroaching upon parking spaces, fueling positions or other features. Below is an exhibit from one of our cases involving an unusually small gas station site. With this exhibit our traffic engineer showed that large delivery trucks would strike cars at several fueling positions when attempting to navigate around the site. This issue was one of several that prompted the Board of Appeals to deny a special exception for this project.



(https://i0.wp.com/ceds.org/wp-content/uploads/2019/05/TRG-Turning-Radius-Exhibit.jpg?ssl=1)

With regard to frequency of fuel deliveries to a gas station, one industry expert wrote:

> "It all depends on the volume the station sells. The typical fuel truck carries between 8,700 to 9,000 gallons. If you sold 100,000 gallons a month, you'd probably take 12 loads of gas a month or almost a load every couple of days. You never want to run out, so there's always going to be at least a couple thousand gallons in each tank. 9,000 gallons per truck x 12 = 108,000 gallons. If you sold 100,000 gallons, you'd be maintaining 2,000 to 3,000 gallons per day per tank. Hypermarketers like Sheetz, WaWa and Royal Farms who sell 400,000+ gallons or more per month may get 2 deliveries a day. Costco or Walmart who may do closer to 1 million gallons a month may need almost 4 truck loads a day."

### Visual Impacts

In upscale areas, some convenience stores are almost attractive. But few homeowners would chose a convenience store as a prominent item in their viewshed. The problem is compounded if blighting forces owners to cut back on store upkeep or to close.

Well vegetated perimeters and other visual buffering methods can do much to reduce the impact. The buffer must be dense enough to achieve nearly 100% opacity. Dumpsters should be well screened with fencing or other methods. Trash receptacles must be regularly emptied. Of course local Code Enforcement must be up to the job of keeping store owners in compliance.  For further guidance on this issue visit the CEDS webpage: Preserving Scenic Views From Your Home (https://ceds.org/view/).

## Since Gas Station Numbers are Decreasing, Let's Guide New Ones to Low-Impact Sites

The number of gas stations in the U.S. has been declining. In 1994, there were 202,800 gas stations across the nation, but by 2012 the number was down to 156,065. (https://www.convenience.org/Topics/Fuels) The decline can be attributed to cars getting more miles per gallon, thus needing less gas, as well as new stations adding many more pumps. The decline is also due to supermarkets, big-box stores and others using cheap gas outside to draw customers inside.

The pace of decline is likely to accelerate in the near future thanks to the switch to electric vehicles.  The following figure, from the July 2021 issue of the LUST (Underground Storage Tank) Line Bulletin (https://neiwpcc.org/wp-content/uploads/2021/07/LUSTLine-89_FINAL.pdf) projects the rather dramatic, anticipated rate at which gasoline consumption will decline in the U.S.

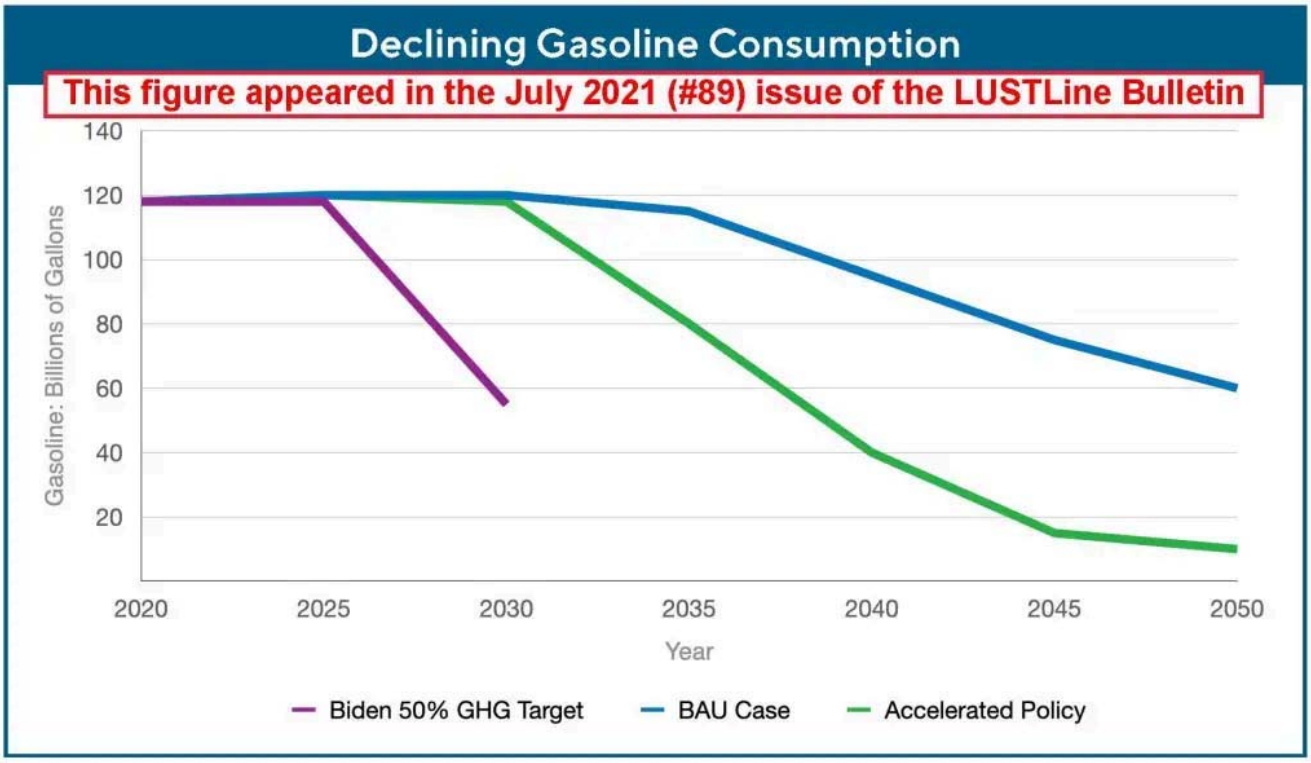



**Figure 1:** *The blue line is a business-as-usual estimate with EV policy support remaining at traditional levels. The green line shows a decline in gasoline consumption caused by strong EV policy support and strong consumer demand for EVs. Here, gasoline consumption begins a sharp decline beginning in about 2027, falling by half in 2035 relative to 2020, and to almost nothing by 2045. The purple line shows gasoline consumption falling consistent with President Biden's 2030 greenhouse gas reduction target to cut carbon emissions 50% by 2030.[2] (Note: The Biden Climate Plan does not specify what percentage of emissions cuts come from gasoline. The purple line assumes that the cuts in gasoline-related emissions are consistent with overall emissions cuts.)*

(https://i0.wp.com/ceds.org/wp-content/uploads/2022/03/Declining-gas-comsumption-figure-LUST-Line-Bulletin.jpg?ssl=1)

Given that there will be ever fewer gas stations, decision-makers should guide new ones to low-impact locations at least 500 feet from the nearest home and a thousand feet from a school. Frequently local elected officials will ask our clients if these public health safety separation distances will preclude all new gas stations. We then provide our clients with an analysis such as those at the following webpages:

- Myrtle Beach, SC (https://ceds.org/mbhnc/#safety), and
- Carmel, IN (https://ceds.org/chna/#new)

Frequently we find that 50% to 70% of likely new gas stations sites within a town, city or county could meet the 500- to 1,000-foot safety zone.

## Assessing Gas Station Need

Over the years CEDS has researched the effects of many proposed convenience stores, gas stations and vehicle repair facilities. With regard to gas stations, the market area usually extends 0.5- to 1.5-miles. It takes about 3,000 to 6,000 people living or working within the market area to support a single gas station.

CEDS has developed a spreadsheet for determining if a market area will support a proposed gas station. Normally we would post the spreadsheet on a webpage like this along with instructions showing how you can run your own analysis. Unfortunately we've found that each area is unique and requires a fair bit of experience to develop an accurate analysis. But you can get a rough idea of need by seeing if 3,000 to 6,000 people live or work within a half to a mile and a half from the site. If you wish CEDS can run the analysis for you, but we would need to charge a modest fee.

Many local zoning ordinances allow planning commissions and other decision-makers to consider need when asked to act on a request to build another gas station. Need should also be factored into a decision about a zoning change. CEDS and our clients have convinced many decision-makers to deny approval for a poorly sited or badly designed project.

A question often asked in the context of need is *Why Are Gas Stations Often Located Next To Each Other?* The short YouTube video posted at the following link will explain why this happens: https://www.youtube.com/watch?v=u4cKzGj58q4 (https://www.youtube.com/watch?v=u4cKzGj58q4)

For guidance on how to research legal need requirements and decision-making precedents see Chapters 35 and 40 in our free 300-page book *How To Win Land Development Issues* (https://ceds.org/publications/). If you have any questions contact CEDS at 410-654-3021 or Help@ceds.org (mailto:Help@ceds.org).

## Good & Bad Convenience Store-Station Locations

Given the impacts and corrective measures described above, an optimum convenience store-gas station location would have the following characteristics:

- At least 500 feet from the nearest home (https://www.sciencedirect.com/science/article/pii/S0048969718337549); or

- Buffered so the store cannot be seen (https://ceds.org/view/) or heard (https://ceds.org/noise/) from the nearest home;
- To preserve public health (https://www.sciencedirect.com/science/article/pii/S0048969718337549) a minimum if 500 feet from homes and 1,000 feet from schools;
- Not within view of historic resources (https://ceds.org/growthplans/#historic);
- At least 500 feet (https://www.waterboards.ca.gov/ust/policy/techjust071211.pdf) from wells, springs, streams, reservoirs or other highly sensitive ground or surface water resources;
- Accessible by foot and bike as well as cars;
- Convenience stores should be located at least a 10-minute walk (0.5 miles) from schools (https://ceds.org/gasstation/#food);
- Located in a downtown or commercial area – not in residential areas;
- Well lit, but not to the point of causing light trespass into nearby homes;
- In an area with many passersby and few escape routes for criminals (https://ceds.org/alcohol/); and
- In an area where the market can accommodate a new store (https://ceds.org/gasstation/#need) without putting existing ones out of business.

## Preventing Impacts Through Zoning

Zoning is used by many local governments to guide growth to locations where benefits are maximized with minimal harm to quality of life. Zoning ordinances also contain height limits, separation distances, use restrictions and other requirements to further enhance compatibility. Ensuring that your local zoning ordinance contains these safeguards is the best way to minimize the possibility of a new gas station impacting a neighborhood.

It is difficult to envision a situation where a convenience stores and gas station would be a compatible use in or adjacent to a residential area. This is why most zoning ordinances restrict these uses to commercially-zoned properties. A number of localities also require a permit known as a special exception, conditional use or special use permit (https://www.ceds.org/se.html). The permitting process includes a public hearing to determine if the use will cause excessive impacts.

## Zoning Examples

Following are examples from around the U.S. of various safeguards with regard to the public health effects of air pollutants (https://ceds.org/gasstation/#health) released from new gas stations:

- Carmel, IN: (https://www.carmel.in.gov/home/showpublisheddocument/19535/637738901889500000) On September 20, 2021 the City of Carmel amended Section 5.65, of the Unified Development Ordinance, to increase the separation between homes and gas pumps-storage tanks from 80 feet to 500 feet.
- San Benito, TX: (https://ecode360.com/38955110#38955120) Gasoline stations, gasoline pumps, underground tanks, and other storage and dispensation facilities are prohibited within 500 feet of any building in which public or private school classes are conducted.
- Montgomery County, MD (https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md_zone2014/0-0-0-2044): (http://www.montgomeryplanning.org/development/zoning/documents/FULLCh59APPROVEDclean3.5.14.pdf) Any Filling Station facility designed to dispense a minimum of 3.6 million gallons per year must be located at least 500 feet from the lot line of any public or private school, or any park, playground, day care center, or any outdoor use categorized as a civic and institutional use or a Recreation and Entertainment use. *See the note below regarding the 3.6 million gallon per year criteria.*
- Borough of Bergenfield, NJ: (https://ecode360.com/BE1383) Location of exits and entrances. No gas station, or vehicular repair service shop shall be located within 300 feet of the following uses when located along the same street or the same block: schools, playgrounds, churches, hospitals, libraries, institutions for dependent children, or other similar places of public assembly.
- Clarkston, Georgia: (https://library.municode.com/ga/clarkston/codes/code_of_ordinances?nodeId=PTIICOOR_CH9.5GASEST) There shall be a minimum distance of five hundred (500) feet measured from the nearest points of lot boundaries between a proposed gasoline service station and any existing gasoline service station or between a proposed gasoline service station and any lot occupied by a church, hospital, school, or other place of public assembly.

- Harper Woods, Michigan: (https://library.municode.com/mi/harper_woods/codes/code_of_ordinances?nodeId=COOR_CH12LIPEBURE_ARTIIIGAST_S12-79DR) Gasoline or service stations shall not be operated, existing stations excepted, within five hundred (500) feet from places of public assembly, nor shall any gasoline service station be located, existing stations excepted, within seven hundred fifty (750) feet measured along the same side of the street, to an existing gasoline service station.
- Indian Rocks Beach, Florida: (https://library.municode.com/fl/indian_rocks_beach/codes/code_of_ordinances?nodeId=SPBLADERE_CH110ZO_ARTIVSUDIRE_DIV12SESTPUGA_S110-495LOGAPUSEFA) A gasoline service station shall be located only within a B business district and shall not be located closer than 1,000 feet to the grounds of any school, public recreation area or church. Distance shall be measured from the property lines at the nearest points.
- Jupiter, Florida: (https://library.municode.com/fl/jupiter/codes/code_of_ordinances?nodeId=SPBLADERE_CH27ZO_ARTXISUDIRE_DIV8CHCAFA_S27-2100WHPE) In order to minimize vehicular and pedestrian conflicts and other safety hazards, no day care, preschool or school facility shall be located in any of the above districts within 400 feet of any gasoline filling station or gasoline service station, except in the Mixed Use Development District (MXD), where there shall be a minimum of 100 feet separation required for day care and preschool facilities. Such distance shall be measured from the property line of the station to the nearest building of the day care, preschool or school facility.
- Livonia, Michigan: (https://library.municode.com/mi/livonia/codes/code_of_ordinances?nodeId=CO_TIT5BUTALIRE_CH5.36GASESTTOOP) No gasoline service station, doing business at retail or wholesale, shall hereafter be constructed or opened for business within a radius of one hundred (100) feet of any school building, public park or playground, church, theater, or any other public place where the public frequently gathers in large numbers; provided, that this section shall not extend to any gasoline station operating or in the process of being constructed at the time of the adoption of the ordinance codified in this chapter. (Prior code § 4-1405)
- Marysville, Michigan: (https://library.municode.com/mi/marysville/codes/code_of_ordinances?nodeId=CO_TITVIIBUTR_CH76GAST_S7.107HO) No gasoline service station shall hereafter be constructed or opened for business within a radius of 400 feet of any school building or within a radius of 200 feet of any public park or playground, church, theater, or

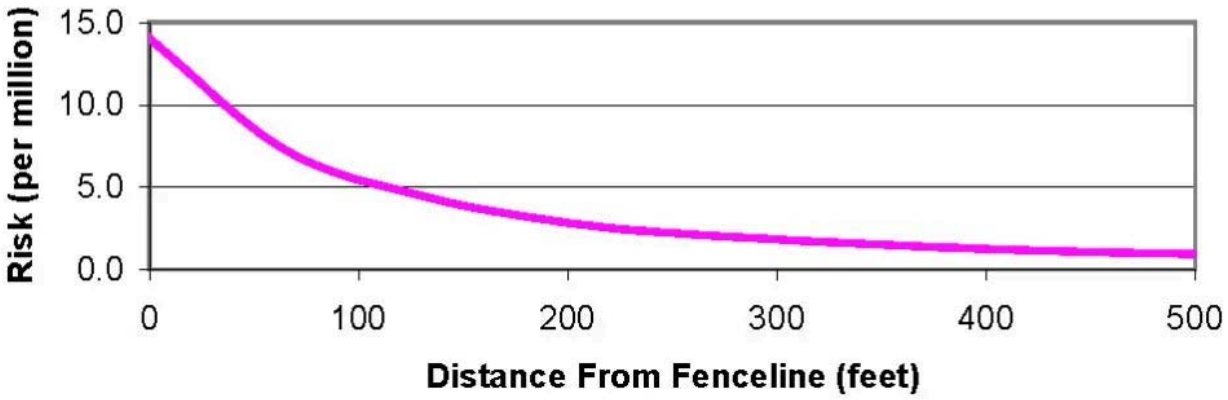
any other business place where the public frequently gathers in large numbers, nor in any location where deemed by the city council, by reason of traffic conditions or fire or explosion hazard, a gasoline service station would imperil the public safety.

- Moody, Alabama: (https://library.municode.com/al/moody/codes/code_of_ordinances?nodeId=COOR_APXAZO_ARTVIIISPEXUS_S8.00CE) No gasoline service station shall be located within a radius of 300 feet from a public assembly center, including, but not limited to: places of worship, community centers, hospitals, school, day care centers and similar uses in which large numbers of people are concentrated on a temporary or permanent basis.
- Pleasant Grove, Alabama: (https://library.municode.com/al/pleasant_grove/codes/code_of_ordinances?nodeId=PTIICO_CH98ZO_ARTIVSURE_DIV3SPUSRE_S98-605STMIUNMIOP) No gasoline service station shall hereafter be located and no property shall be used as such closer than 500 feet from places of public assembly, nor shall any gasoline service station be located closer than 750 feet, measured along the same side of the street, to an existing gasoline service station without the express approval of the building inspector and without the express consent of the planning board.

### 3.6 Million Gallons Per Year & 300-Feet Insufficient

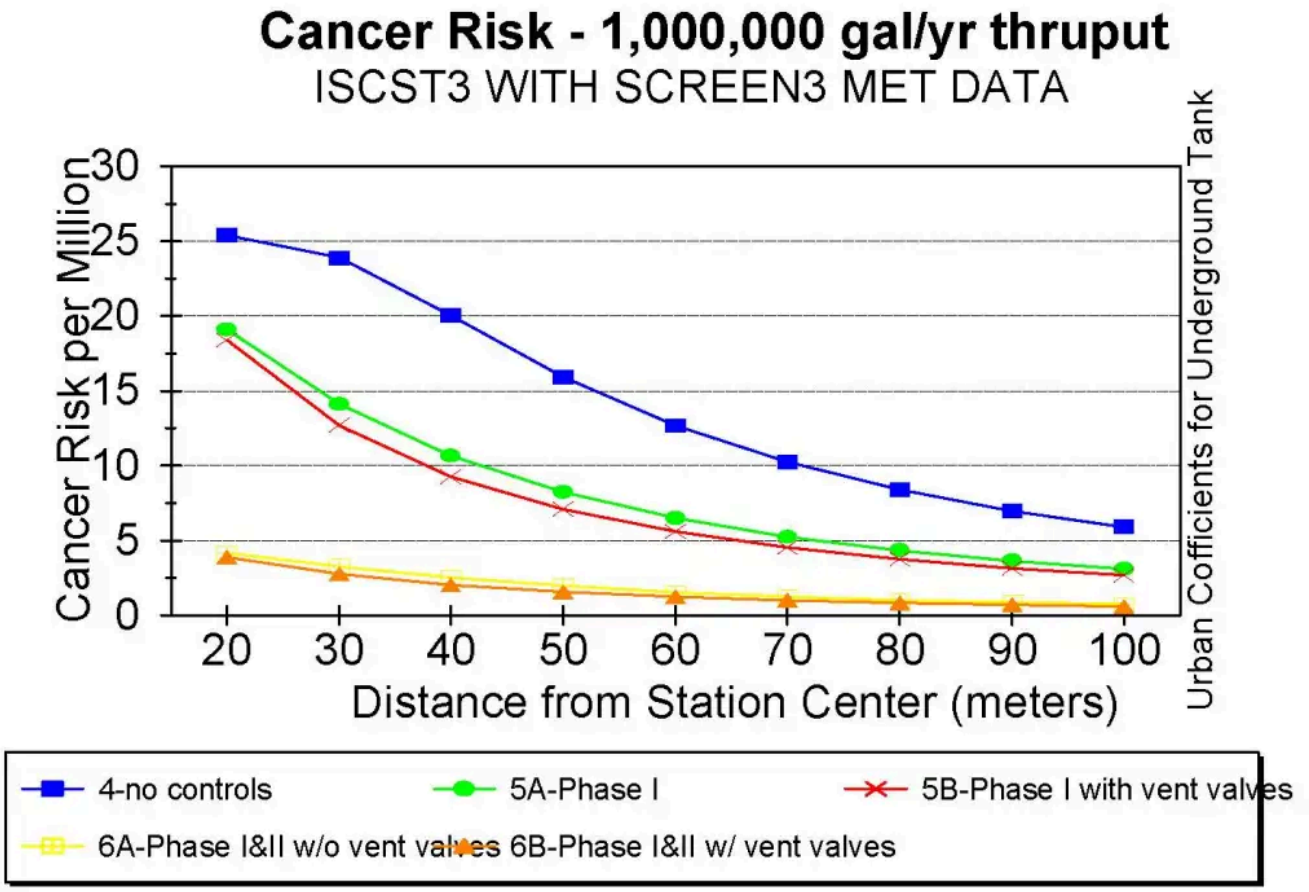
References to 3.6 million gallons per year and 300-foot setbacks appear to derive from the 2005, California Air Resources Board *Air Quality and Land Use Handbook: A Community Health Perspective* (https://files.ceqanet.opr.ca.gov/221458-6/attachment/UNr-g159CW-r0G4DR8q6daNdAKT3RJTd8gGQCfz4wqFfl-eNdZNQEqjf8tfls1x6Gsae7YqpXwtFIZBd0). Handbook Figure 1-6 below shows how cancer risk diminishes with distance from a gas station pumping 3.6 million gallons per year.

**Figure 1-6**
**Gasoline Dispensing Facility Health Risk**
**for 3,600,000 gal/yr throughput**




The relationship shown in the graph above may no longer be valid for the following reasons. First, a number of studies have been published since 2005. These studies show that the most harmful compound – benzene – has been detected more than 500 feet from a gas station. Second, California has what are arguably the most comprehensive gas station air pollution control requirements in the U.S. However, it has not been proven that these measures resolve the adverse health effects of gas station benzene emissions.

The following graph is from the California Air Resources Board *Gasoline Service Station Industrywide Risk Assessment Guidelines* (https://ww2.arb.ca.gov/resources/documents/gasoline-service-station-industrywide-risk-assessment-guidance). This graph is based on the quantity of gas pumped by most stations – 1 million gallons per year ***not 3.6***. New gas stations outside of California might have Phase I controls. The graph below shows that with Phase I controls an unacceptably high risk of increased cancer cases persists beyond 300 meters (328 feet).




All but older vehicles have Onboard Refueling Vapor Recovery (https://en.wikipedia.org/wiki/Onboard_refueling_vapor_recovery) (ORVR) systens. As the name implies, Onboard Refueling Vapor Recovery captures vapors during refueling. The vapors are then stored in canisters within the vehicle.

A study published in February, 2020 (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7020915/), examined the effectiveness of Onboard Refueling Vapor Recovery systems. The researchers found that 88% of vehicles monitored released vapors during refueling despite the presence of Onboard Refueling Vapor Recovery systems.

### Minimum 500-Foot Public Health Safety Zone Needed

The research cited above indicates that the most reliable way to protect public health and safety from benzene and other harmful emissions is to guide new gas stations to sites where they will be at least 500 feet from residentially zoned properties, schools, and other locations where people live, learn or work. CEDS research frequently shows a third to half of potential

gas station sites can meet a 500-foot public healthy safety zone.  In other words, adopting this safeguard allows us to gain the benefits of new gas stations without jeopardizing the health of our neighbors.

### Examples of Other Safeguards

Here are examples of other safeguards:

- North Carolina: (https://deq.nc.gov/waste-management/dwm/ust/brochures-faqs/brochure-siting-and-secondary-containment/download) DES's rules for the siting of UST (Underground Storage Tank) systems at new sites include the following setbacks:
  - 500' from public water supplies (PWSs)
  - 250' between gasoline USTs and private wells
  - 75' between any UST and surface water.
- Citrus Heights, CA: (https://library.municode.com/search?stateId=5&clientId=933&searchText=No%20on-sale%20or%20off-sale%20liquor%20establishment%20shall%20be%20maintained%20within%20500%20feet&contentTypeId=CODES) Distance requirements. No on-sale or off-sale liquor establishment shall be maintained within 500 feet of any other on-sale or off-sale liquor establishment, or within 500 feet from the following "consideration points": Schools (public or private); Churches or other places of worship; Hospitals, clinics, or other health care facilities; and 4. Public parks and playgrounds and other similar uses.
- Baltimore County, MD: (https://library.municode.com/md/baltimore_county/codes/zoning_regulations?nodeId=ZONING_CODE_ART4SPRE_S405FUSEST_S405.3CODISPEX) A finding by the Zoning Commissioner of the presence of one abandoned fuel service station, as defined in Section 405.3, within a one-half-mile radius, or two such stations within a one-mile radius of the proposed fuel service station establishes that there is no need for the proposed use, unless rebutted to the Zoning Commissioner's satisfaction by market data.
- East St. Louis, Illinois: (https://library.municode.com/il/east_st._louis/codes/code_of_ordinances?nodeId=COOR_CH26BU_ARTIXGASESTGATI_DIV3GASEST_S26-621LONEST) All new gasoline service stations shall be located and constructed not less than 300 feet apart, and no new gasoline service station shall be built unless enclosed in a garage.
- Ford Heights, Illinois: (https://library.municode.com/IL/Ford_Heights/codes/Code_of_Ordinances?

nodeId=COOR_CH12BUBURE_ARTXIGA) It shall be unlawful for any person to locate, build, construct or maintain any public garage or gasoline filling station, the storage of filling tanks, pumps or devices of which are used for the purpose of storing, drawing off or discharging gasoline, oil or other volatile inflammable liquid, within 150 feet of any school, measured from the nearest point of the tank or filling or discharging device used in connection therewith, to the nearest point of any such building.

If you're concerned about a proposed establishment and your local zoning ordinance lack these safeguards, then consider asking local elected officials for an amendment. If a convenience store-gas station application has or is about to be submitted then consider asking that it and all other applications be put on hold while officials study the best way to update zoning requirements.

## Existing Gas Station-Convenience Stores & Reducing Impacts

If you live within a thousand feet of a gas station or your children attend a nearby school, then consider calling for measures that can reduce impacts.

### Closing An Existing Gas Station Near Impossible, But Winning Changes is More Doable

As you've likely guessed, stopping a gas station where construction has started or is completed is nearly impossible. However, convincing the owner to voluntarily adopt measures that reduce or even fully resolve neighborhood impacts is easier to achieve. It's even possible to convince government agencies to require impact reduction measures.

### Verify That All Permits-Approvals Have Been Issued & Are Being Complied With

If a gas station is under construction then the first step should always be to verify that all permits and other approvals have been granted. If one or more permits-approvals are yet to be issued, then it may be possible to get impact reduction measures added as permit conditions. And there's always a remote chance that some unknown fact may emerge that could result in blocking the issuance of a remaining permit-approval. At the very least, contesting issuance could gain the leverage needed to convince the owner to implement impact reduction measures.

### Examples of Impacts & Reduction Measures

Here are a few examples of impact reduction measures:

- Usually the greatest health threat posed by a gas station is the benzene (https://ceds.org/gasstation/#health) released to the air from underground fuel storage tank vents and at the pump. Benzene can increase the risk of cancer for those living, learning or working within 500- to 1,000-feet. There are measures that can prevent most of the benzene from being released (https://ceds.org/gasstation/#control) but they can be expensive costing $60,000 – $100,000 to install and $1,000/year to maintain.
- If alcohol will be sold at a gas station-convenience store then this may increase the likelihood of crime (https://ceds.org/gasstation/#alcohol), especially if it is sold as carry-out as opposed to onsite consumption only. This impact can be reduced by prohibiting alcohol sales or at least limiting it to beer and wine.
- If children pass by a convenience store on their way to and from school then the junk food sold in the store can add to childhood obesity (https://ceds.org/gasstation/#food) as well as pose a respiratory health issue due to tobacco or vape sales.
- A gas station can also impact neighborhood residents due to light trespass (https://ceds.org/convenience/#light), increased fire-explosion danger (https://ceds.org/convenience/#fire), noise (https://ceds.org/convenience/#noise), loss of property value (https://ceds.org/convenience/#value), groundwater or aquatic resource impacts (https://ceds.org/convenience/#aquatic), or cause traffic issues (https://ceds.org/convenience/#traffic).

**Neighborly Letter**

The first step in an effort to convince a gas station owner to implement impact reduction measures should always be a neighborly letter. There are two very important reasons for starting with a letter.

First, sometimes the owner will agree to implement a measure. And if they don't then elected officials and others with the authority to force implementation will generally be more inclined to support you if you can show you tried to work cooperatively but the owner refused.

Second, a tactfully worded letter provides proof that you sought to work cooperatively with the gas station owner.

An example of a negotiating letter we drafted for clients concerned about warehouse impacts can be viewed at: https://app.box.com/s/r1jskj7m96hiwy7gciq0atiy51pfm0m1 (https://app.box.com/s/r1jskj7m96hiwy7gciq0atiy51pfm0m1). Usually its better though if the letter comes from neighborhoods residents, not CEDS.

## Mobilizing Support

If the owner refuses to work cooperatively then the next step is to mobilize support among your neighbors and others who are also impacted by the gas station-convenience store. As the number of those supporting your position increases, so will the likelihood that the owner will agree to implement measures you're calling for or that elected officials will find a way to force implementation.

We have a webpage devoted to this topic, *Mobilizing Public Support for Preserving Neighborhoods*: https://ceds.org/mobilize/ (https://ceds.org/mobilize/).

Typically we create an online petition such as the example at: https://www.surveymonkey.com/r/GWSRLFN (https://www.surveymonkey.com/r/GWSRLFN). We also create a palm card our clients use to urge their neighbors to support a call for impact reduction measure implementation.

Here's a link to an example of a 4" x 6" palm card: https://app.box.com/s/giep8engg0upmuekoyun2oczs16ujmpe (https://app.box.com/s/giep8engg0upmuekoyun2oczs16ujmpe).

By the way, the petition and palm card examples were key to convincing the Carmel, IN City Council to require a public health safety zone between new gas stations and homes (https://app.box.com/s/giep8engg0upmuekoyun2oczs16ujmpe). While you're dealing with an existing gas station the strategy is much the same and can be just as effective.

## CEDS Assistance

We can assist you with:

1. Verifying that all permits-approvals have been granted and help you determine if the owner has fully complied with all conditions relevant to your concerns.
2. If a permit or approval remains to be issued then we can research the possibility of resolving your concerns through the opportunity this may provide.
3. We'll verify that your concerns are valid and, as needed, provide you with the scientific studies or other facts needed to prove your concerns are real.
4. Suggest text for your neighborly letter to the owner asking that they implement your preferred impact reductions measures.

5. Create the online petition and palm card or letters you'll need to make it easy for your neighbors and others to demonstrate support for your position.
6. Provide advice if you decide to meet with the owner to negotiate or to sit down with your elected local government representatives.
7. As a last resort, we'll help you look into the possibility of legal action, though this is seldom a viable option and frequently an expensive roll of the dice.

The fee for these services is $2,000 which can be paid by credit card or with a check.




(https://i0.wp.com/ceds.org/wp-content/uploads/2020/09/banner-1.jpg?ssl=1)

May 8, 2025 PLANNING BOARD CIRCLE K

Good Morning Mr. Spraker,
As I mentioned yesterday when I went to the wrong meeting I had hoped to be able to be at this meeting just to ask and share a few things regarding the newest plan. Probably too late for tonight but…..

My one question for the Circle K is WHY AT THAT LOCATION? There are already 2 well-established stations at that corner which have a steady stream of regular clients. Three gas stations at one corner is over-kill and certainly adds nothing to the aesthetics of Ormond Beach. Many people in Ormond Beach are going to Buccees, Sam's and Cosco.

Online recommendations for living near gas stations are not closer than 500 feet for many reasons – health, fumes, leakage to name a few. Other places say not to purchase homes closer than that especially is there is a downhill, which this area definitely has. Having a transition zone would also help.
While this may not be part of Ormond's restrictions on this property, Section 1-15 of the LDC negates that saying that the proposed use should not substantially or permanently depreciated the value of surrounding property, create a nuisance; of deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties and will not adversely affect the public health, safety, welfare or quality of life. This development does not conform to all of these.
As an aside, I walk an area within about 3 blocks of the infamous WAWA every day and there are 2 undeveloped properties, one of Tomoka Ave and one on Orchard always full of discarded coffee cups, pop cups, bottles and cans, wrappers of all descriptions, paper bags, just plain disposables from mostly WAWA – they finish whatever they got in about 2 blocks and toss it out the window. Not good neighbors.
As to the plan presented it is troublesome that they are putting the gas tanks along Hand Ave rather than along Nova as the other 2 stations have done. In front would at least get them farther from housing if you have to have a station there. Also, the location of the trash is directly behind the housing which would subject them to early morning banging of trash trucks noisily picking up.
Suggest no entry or exit on Hand Ave as there are 3 entry/exits on the opposite side of the street and Collins St behind which crosses Hand Ave. Two entry/exits

on Nova should be sufficient. The former bank did not have much traffic but this has the potential for lots of left turn and U turn issues.

While property rights are important, it is important for all. Property rights end with they interfere with someone else's property rights (see above). It would be great if they could be convinced that there are problems with this site for the project they want to put there and find an alternate location – NOT ON GRANADA.

Connie Colby
108 Roble Lane
Ormond Beach, FL 32174
386-871-2751

# ATTACHMENT 5

Traffic Information

# Circle K Nova Road & Hand Avenue

## Transportation Impact Analysis

*City of Ormond Beach, FL*

September 2024
Revision #1 October 2024
Revision #2 December 2024

Kimley»Horn

# Circle K Nova Road & Hand Avenue

## Transportation Impact Analysis

*City of Ormond Beach, FL*

*Prepared by:*

*Kimley-Horn and Associates, Inc.*




This document has been digitally signed and sealed by Emanuelle D Rodriguez Muñiz, P.E. on the date adjacent to the seal

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**September 2024**

**Revision #1 October 2024**

**Revision #2 December 2024**

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Kimley»Horn

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# 1.0 INTRODUCTION

Kimley-Horn has been retained to prepare a Traffic Impact Analysis (TIA) for a proposed Circle K gas station that will include 12 vehicle fueling positions (VFP) and a ±5,200 SF convenience store to accompany applications submitted to the City of Ormond Beach and Volusia County for site plan permits. This TIA conforms to the submitted methodology and the policies and guidelines of the City of Daytona Beach. The submitted TIA methodology documentation is provided in **Appendix A**.

The property is located on the northeast corner of the intersection of Nova Road & Hand Avenue. The project site is currently occupied by a former Bank of America financial institution building, which is currently vacant and will be demolished to make way for the proposed development. Buildout is anticipated for the Year 2025.

Access to the site will be provided via one (1) right-in/right-out driveway on Nova Road and one (1) right-in/right-out/left-out driveway on Hand Avenue. A conceptual site plan is provided in **Appendix B**.

## 1.1 STUDY AREA

Based on the R2CTPO's TIA guidelines, a TIA is not required for developments generating less than 100 peak-hour two-way external trips. The proposed Circle K gas station generates less than 100 peak-hour two-way external trips; therefore, a limited study area will be analyzed in the forthcoming TIA. The study area will include the following, as shown in **Figure 1:**

*Study Intersections:*

- Hand Avenue & Nova Road
- Nova Road & Project Driveway #1
- Project Driveway #2 & Hand Avenue

*Study Segments:*

- SR5A/Nova Road, from Hand Avenue to SR40/ Granada Boulevard
- Hand Avenue, from SR5A/Nova Road to US1

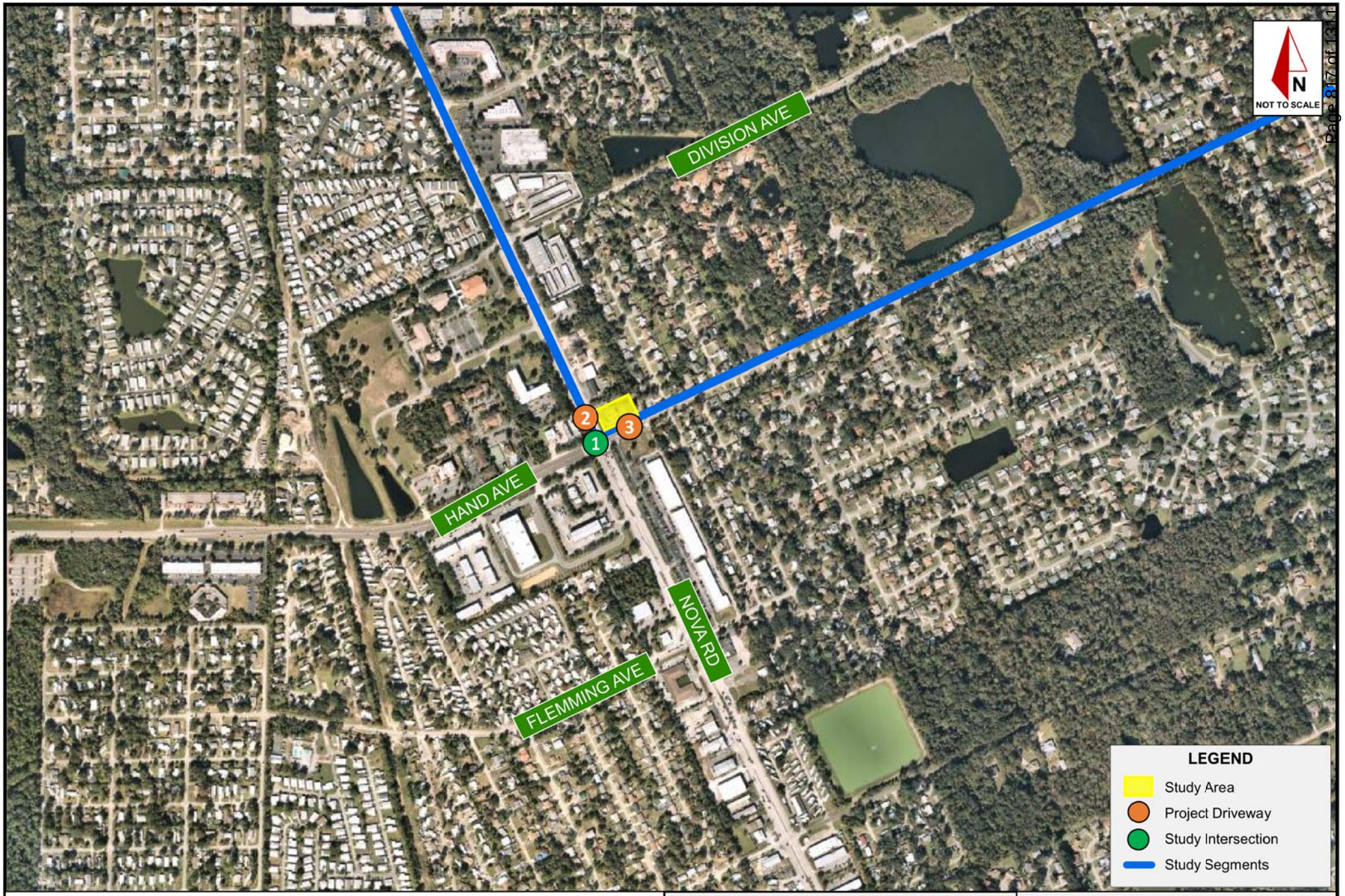




**Figure 1:** Project Location and Study Area

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# 2.0 EXISTING CONDITIONS ANALYSIS – YEAR 2024

## 2.1 EXISTING TRAFFIC

Turning movement counts (TMCs) for the AM (7:00 AM to 9:00 AM) peak period and PM (4:00 PM to 6:00 PM) peak period were collected at the study intersections on Thursday, February 29, 2024, and on Thursday, August 8, 2024. The raw TMCs are provided in **Appendix C**. It is important to note that although illegal turning movements were noted at Intersection #3, the current existing intersection is striped as a right-in/right-out only for the southern approach at the project driveway.

Existing TMCs were adjusted by a seasonal factor (SF) based on the 2021 data from FDOT's Florida Traffic Online (FTO) Web Application. SF data is provided in **Appendix D**. Turning movement volume development worksheets for all study intersections are provided in **Appendix E.**

## 2.2 EXISTING INTERSECTION CONDITIONS

Intersection operational analyses were performed for Year 2024 existing conditions in the AM and PM peak hours using procedures outlined in the *Highway Capacity Manual* with Synchro (v12) software. A summary of intersection level of service (LOS) and maximum volume-to-capacity (v/c) ratios by approach for existing conditions is provided in **Table 1.** Synchro outputs are provided in **Appendix F**.

As shown in **Table 1**, the study intersections operate at an acceptable LOS and with v/c ratios of less than one (1.0) during the existing AM and PM peak hour conditions, with the exception of the eastbound-right movement at Nova Road & Hand Avenue, which operates with a v/c ratio greater than 1.0 and LOS F. The westbound-through/right movement at Nova Road & Hand Avenue operates with high delay (LOS F), but sufficient capacity.

**Table 1:** Existing (2024) Intersection Conditions

| Existing Condition - 2024 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | | PM Peak Hour | | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue |
| 1 | Nova Road & Hand Avenue | Signalized | EB | F | EBR | 1.09 | 19 | E | EBR | 0.95 | 25 |
| | | | WB | F | WBT/R | 0.88 | 11 | E | WBT/R | 0.63 | 10 |
| | | | NB | C | NBL | 0.89 | 14 | D | NBL | 0.92 | 19 |
| | | | SB | C | SBT/R | 0.41 | 11 | D | SBT/R | 0.55 | 17 |
| | | | **Overall** | **D (47.0 s)** | **EBR** | **1.09** | **19** | **D (51.9 s)** | **EBR** | **0.95** | **25** |
| 2 | Nova Road & Project Driveway #1 | Unsignalized (1WSC) | EB | - | - | - | - | - | - | - | - |
| | | | WB | A | WBR | 0.00 | 0 | A | WBR | 0.00 | 0 |
| | | | NB | - | - | - | - | - | - | - | - |
| | | | SB | - | - | - | - | - | - | - | - |
| | | | **Overall** | **-** | **WBR** | **0.00** | **0** | **-** | **WBR** | **0.00** | **0** |
| 3 | Hand Avenue & Project Driveway #2/ Tomoka Plaza Driveway | Unsignalized (TWSC) | EB | A | EBL/T/R | 0.00 | 0 | A | EBL/T/R | 0.00 | 0 |
| | | | WB | A | WBL/T/R | 0.01 | 0 | A | WBL/T/R | 0.03 | 0 |
| | | | NB | B | NBL/T/R | 0.01 | 0 | C | NBL/T/R | 0.09 | 0 |
| | | | SB | A | SBL/T/R | 0.00 | 0 | A | SBL/T/R | 0.00 | 0 |
| | | | **Overall** | **-** | **NBL/T/R** | **0.01** | **0** | **-** | **NBL/T/R** | **0.09** | **0** |

## 2.3 EXISTING ROADWAY SEGMENT ANALYSIS

The study roadway segment was evaluated to determine the existing Daily and PM peak hour level of service (LOS) and to provide a basis for future condition analyses. The maximum service volumes, AADT, and roadway attributes were obtained from Volusia County's 2021 Annual Average Daily Traffic & Historical Counts document.

Year 2021 AADT and PM peak hour traffic volumes on the study segments were obtained from the Volusia County 2021 AADT & Historical Counts spreadsheet. Existing Year 2024 volumes were determined by applying an annual growth rate to the year 2021 volumes. **Tables 2 and 3** illustrate the existing volume and LOS for study area roadway segments for Daily and PM peak hour conditions, respectively. As shown in the tables, the study segments are shown to operate with acceptable LOS during the existing Daily and PM peak hour conditions.

**Table 2:** Existing (2024) Roadway Segment Analysis (Daily)

| Roadway | | Roadway Attributes [1] | | | | | Daily Existing - 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| From | To | Agency | Functional Classification | Area Type | Adopted LOS | Number of Lanes | 2021 AADT[2] | Growth Rate[3] | Existing AADT[4] | Daily MSV[1] | V/C Ratio | LOS |
| ***SR5A/Nova Road*** | | | | | | | | | | | | |
| Hand Ave | SR40/Granada Blvd | FDOT | Principal Arterial | U | D | 6 | 27,500 | 2.00% | 29,183 | 59,900 | 0.49 | C |
| ***Hand Avenue*** | | | | | | | | | | | | |
| SR5A/Nova Rd | US1 | County | Major Collector - Urban | U | E | 2 | - | 2.00% | 7,844 | 17,050 | 0.46 | C |

*Notes*

*1. Data obtained from Volusia County's 2021 Annual Average Daily Traffic & Historical Counts document.*

*2. AADT obtained from FDOT Florida Traffic Online (FTO) database.*

*3. Growth rate based on the historical growth rate as calculated in the growth rate determination process (TIA Methodology)*

*4. Existing (2024) AADT developed by applying the calculated growth rates.*

**Table 3:** Existing (2024) Roadway Segment Analysis (PM Peak Hour)

| Roadway | | Roadway Attributes [1] | | | | | 2-Way Peak Hour MSV [1] | Existing PM Peak Hour - 2024 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| From | To | Agency | Functional Classification | Area Type | Adopted LOS | Number of Lanes | | 2021 2-Way Pk. Hr. Vol.[1] | Growth Rate[2] | Existing 2-Way Pk. Hr. Vol. | V/C Ratio | LOS |
| ***SR5A/Nova Road*** | | | | | | | | | | | | |
| Hand Ave | SR40/Granada Blvd | FDOT | Principal Arterial | U | D | 6 | 5,390 | 2,475 | 2.00% | 2,574 | 0.48 | C |
| ***Hand Avenue*** | | | | | | | | | | | | |
| SR5A/Nova Rd | US1 | County | Major Collector - Urban | U | E | 2 | 1,540 | - | 2.00% | 706 | 0.46 | C |

*Notes:*

*1. Data obtained from Volusia County's 2021 Annual Average Daily Traffic & Historical Counts document.*

*2. Growth rate based on the historical growth rate as calculated in the growth rate determination process (TIA Methodology)*

# 3.0 TRAFFIC VOLUME DEVELOPMENT

The proposed development will consist of a Circle K gas station that will include 12 vehicle fueling positions (VFP) and a ±5,200 SF convenience store to be built by Year 2025. The latest industry standards were referenced to evaluate the new external trips generated by the site at buildout. The adopted regional travel demand model was used to forecast the distribution of trips throughout the study area.

## 3.1 TRIP GENERATION

Trip generation for the proposed project was calculated per procedures published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition*. Land Use Code (LUC) 945 – Convenience Store/Gas Station GFA (4-5.5k), was used for the proposed development.

A pass-by reduction was applied using procedures published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition*. Relevant excerpts from the ITE *Trip Generation Manual* are included in **Appendix G**.

As shown in **Table 4**, the proposed development is anticipated to generate 771 new daily trips, 78 new AM peak hour trips (39 in/39 out), and 68 new PM peak hour trips (34 in/34 out).

## 3.2 TRIP DISTRIBUTION

Projected traffic demand on study area facilities was derived with the use of the adopted regional travel demand model. Socioeconomic data for the project was coded into the appropriate traffic analysis zone (TAZ) within the Central Florida Regional Planning Model (CFRPM v7) set and situated within the existing roadway network to represent project access appropriately. The model was used to assign trips for all trip purposes between allocated origin and destination pairs, and the resulting trip distribution to and from the subject TAZ was documented. The resulting model outputs showing the percent of daily project distribution are provided in **Appendix H**.

Daily model project distribution was referenced to manually assign project distribution at the study area intersections and driveways in general accordance with model outputs. **Figure 2** displays the intersection movement project distribution generated by the proposed development within the study area. **Figure 3** displays the intersection movement pass-by project distribution generated by the proposed development within the study area.

## 3.3 TRIP ASSIGNMENT

Project trip distribution percentages were used to assign anticipated project trips to the study area roadways and intersections. **Figure 4** displays the anticipated AM and PM peak hour project movements at the study area intersections. **Figure 5** shows the anticipated AM and PM peak hour pass-by trip assignment.

**Table 4:** Trip Generation Summary

| | Land Use | ITE LUC[1] | Size | Units | ITE Trip Rate[1] | Daily | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Total | In[1] | | Out[1] | |
| Daily | Convenience Store/Gas Station GFA (4-5.5k) | 945 | 12 | VFP | 257.13 | 3,086 | 50% | 1,543 | 50% | 1,543 |
| | **Total Generated Trips** | | | | | **3,086** | **1,543** | | **1,543** | |
| | *Pass by Trips[2] =* | *75.0%* | *of external trips* | | | *2,315* | *1,157* | | *1,158* | |
| | *14% of Nova Rd (SR-5A)[3]* | *29,500* | *Daily 2-way volume* | | | *4,130* | *2,065* | | *2,065* | |
| | **New External Trips** | | | | | **771** | **386** | | **385** | |
| | **Land Use** | **ITE LUC[1]** | **Size** | **Units** | **ITE Trip Rate[1]** | **AM Peak Hour** | | | | |
| | | | | | | **Total** | **In[1]** | | **Out[1]** | |
| AM Peak Hour | Convenience Store/Gas Station GFA (4-5.5k) | 945 | 12 | VFP | 27.04 | 324 | 50% | 162 | 50% | 162 |
| | **Total Generated Trips** | | | | | **324** | **162** | | **162** | |
| | *Pass by Trips[2] =* | *76.0%* | *of external trips* | | | 246 | 123 | | 123 | |
| | *14% of Nova Rd (SR-5A)[3]* | *2,655* | *Peak hour 2-way volume* | | | *372* | *186* | | *186* | |
| | **New External Trips** | | | | | **78** | **39** | | **39** | |
| | **Land Use** | **ITE LUC[1]** | **Size** | **Units** | **ITE Trip Rate[1]** | **PM Peak Hour** | | | | |
| | | | | | | **Total** | **In[1]** | | **Out[1]** | |
| PM Peak Hour | Convenience Store/Gas Station GFA (4-5.5k) | 945 | 12 | VFP | 22.76 | 274 | 50% | 137 | 50% | 137 |
| | **Total Generated Trips** | | | | | **274** | **137** | | **137** | |
| | *Pass by Trips[2] =* | *75.0%* | *of external retail trips* | | | 206 | 103 | | 103 | |
| | *14% of Nova Rd (SR-5A)[3]* | *2,655* | *Peak hour 2-way volume* | | | *372* | *186* | | *186* | |
| | **New External Trips** | | | | | **68** | **34** | | **34** | |

Notes: 1. Trip percentage per ITE Trip Generation Manual 11th Edition Supplement

2. Pass-by trip rate = 76% (AM) and 75% (PM) per ITE 11th Edition Pass-by tables (LUC 945)

3. Adjacent Street Traffic on Nova Road (from Hand Avenue to SR40/ Granada Blvd)

Daily: 29,500

Peak Hour: 29,500 * 0.09 = 2,655 vph

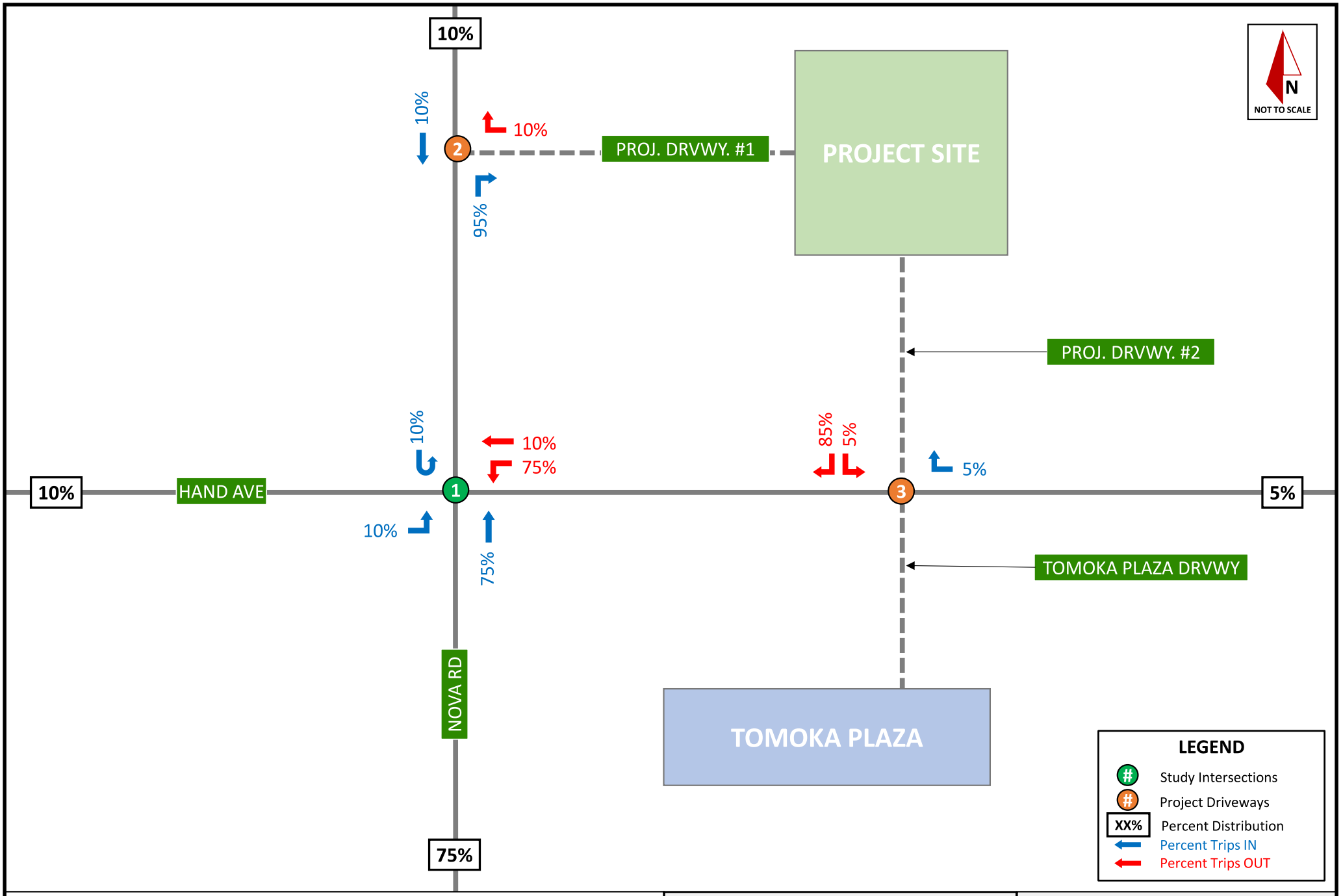


**Figure 2:** Project Trip Distribution

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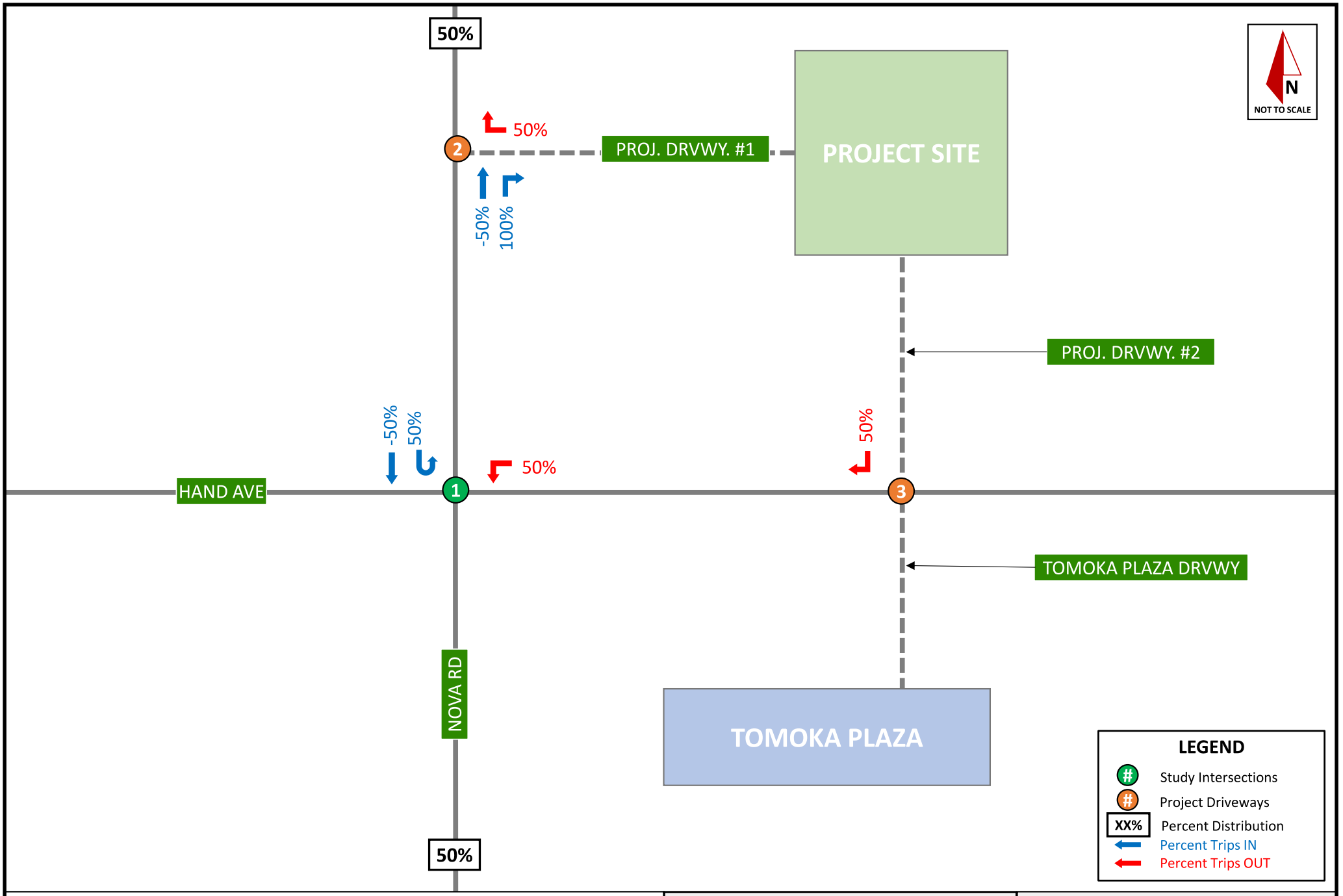


**Figure 3:** Project Pass-By Trip Distribution

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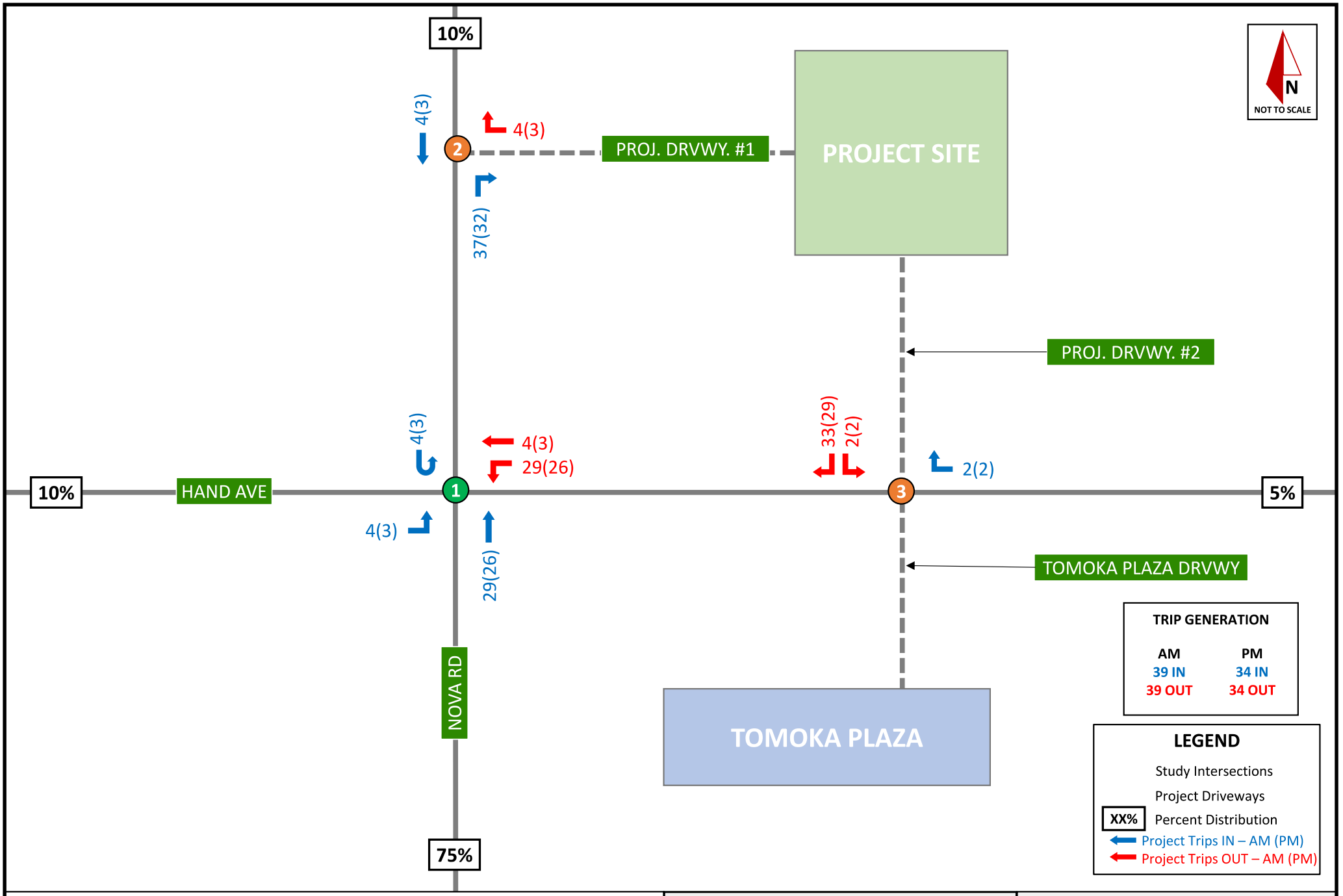


**Figure 4:** Project Trip Assignment

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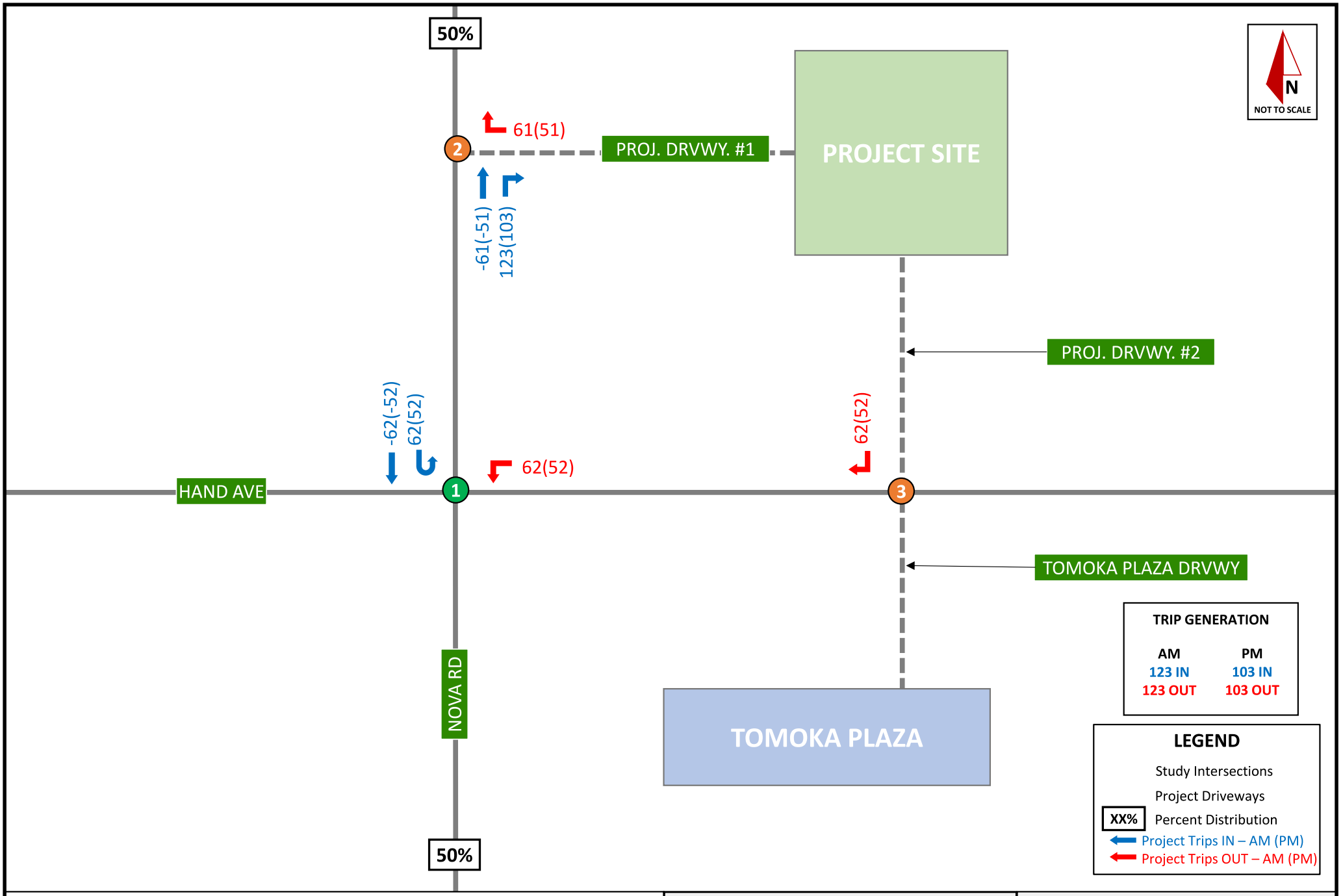


**Figure 5:** Project Pass-By Trip Assignment

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# 4.0 BACKGROUND CONDITIONS ANALYSIS – YEAR 2025

## 4.1 BACKGROUND TRAFFIC

Future background volumes were calculated using existing adjusted traffic volumes, annual background growth rates, and vested traffic from approved developments within the study area Volusia County Traffic Engineering. Vested traffic information is included in **Appendix I**.

Historical growth rates were calculated in the approved methodology (**Appendix A)** in accordance with Volusia County's Segment Growth Rates and Vested Trips Instructions. Growth rate calculations are provided in **Appendix I**. Background growth is shown in the intersection turning movement volume development worksheets provided in **Appendix E.**

## 4.2 BACKGROUND INTERSECTION ANALYSIS

Intersection operational analyses were performed for Year 2025 background conditions in the AM and PM peak hours using procedures outlined in the Highway Capacity Manual with Synchro (v12) software. Vested trips were applied to each intersection based on existing traffic patterns and were distributed with 50% of the total trips going in each direction. Synchro outputs are provided in **Appendix F**. A summary of intersection level of service (LOS) and maximum volume-to-capacity (v/c) ratios by approach for background conditions is provided in **Table 5**.

As shown in **Table 5**, the study intersection is anticipated to operate with acceptable LOS and v/c ratios less than one (1.0) under background (2025) conditions except for the deficiencies present under existing conditions and the westbound-through/right movement at Intersection #1 becomes overcapacity with a v/c ratio greater than 1.0.

## 4.3 BACKGROUND WITH IMPROVEMENTS INTERSECTION ANALYSIS

In order to address the existing and background deficiencies at the intersection of Nova Road & Hand Avenue, minor signal timing adjustments were applied to allocate more green time to deficient movements. As shown in **Table 5**, all approaches at Intersection #1 are shown to operate with sufficient capacity and acceptable LOS with these improvements in place.

**Table 5:** Background (2025) Intersection Conditions

| Background Condition - 2025 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | | PM Peak Hour | | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue |
| 1 | Nova Road & Hand Avenue | Signalized | EB | F | EBR | 1.10 | 20 | E | EBR | 0.96 | 25 |
| | | | WB | F | WBT/R | 1.09 | 16 | E | WBT/R | 0.75 | 12 |
| | | | NB | C | NBL | 0.90 | 14 | D | NBL | 0.93 | 19 |
| | | | SB | C | SBT/R | 0.42 | 12 | D | SBT/R | 0.58 | 17 |
| | | | **Overall** | **E (55.7 s)** | **EBR** | **1.10** | **20** | **D (54.6 s)** | **EBR** | **0.96** | **25** |
| 2 | Nova Road & Project Driveway #1 | Unsignalized (1WSC) | EB | - | - | - | - | - | - | - | - |
| | | | WB | A | WBR | 0.00 | 0 | A | WBR | 0.00 | 0 |
| | | | NB | - | - | - | - | - | - | - | - |
| | | | SB | - | - | - | - | - | - | - | - |
| | | | **Overall** | **-** | **WBR** | **0.00** | **0** | **-** | **WBR** | **0.00** | **0** |
| 3 | Hand Avenue & Project Driveway #2/ Tomoka Plaza Driveway | Unsignalized (TWSC) | EB | A | EBL/T/R | 0.00 | 0 | A | EBL/T/R | 0.00 | 0 |
| | | | WB | A | WBL/T/R | 0.01 | 0 | A | WBL/T/R | 0.03 | 0 |
| | | | NB | B | NBL/T/R | 0.02 | 0 | C | NBL/T/R | 0.11 | 0 |
| | | | SB | A | SBL/T/R | 0.00 | 0 | A | SBL/T/R | 0.00 | 0 |
| | | | **Overall** | **-** | **NBL/T/R** | **0.02** | **0** | **-** | **NBL/T/R** | **0.11** | **0** |

**Table 6:** Background (2025) With Improvements Intersection #1 Condition (AM Peak Hour)

| Background with Improvements Condition - 2025 | | | | | | | |
|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue |
| 1 | Nova Road & Hand Avenue | Signalized | EB | E | EBR | 0.95 | 17 |
| | | | WB | F | WBT/R | 0.86 | 12 |
| | | | NB | C | NBL | 0.90 | 9 |
| | | | SB | C | SBT/R | 0.44 | 12 |
| | | | **Overall** | **D (44.9 s)** | **EBR** | **0.95** | **17** |

# 5.0 BUILDOUT CONDITIONS ANALYSIS – YEAR 2025

## 5.1 BUILDOUT TRAFFIC

Future traffic conditions for the proposed development were evaluated for buildout (2025) conditions. Buildout volumes were developed by adding anticipated project trips to background (2025) volumes. Intersection turning movement volume development worksheets for all intersections are provided in **Appendix E.**

## 5.2 BUILDOUT INTERSECTION ANALYSIS

Intersection operational analyses were performed for Year 2025 buildout conditions in the AM and PM peak hours using procedures outlined in the *Highway Capacity Manual* with Synchro (v12) software. A summary of intersection level of service (LOS) and maximum volume-to-capacity (v/c) ratios by approach for buildout conditions is provided in **Table 7.** Synchro outputs are provided in **Appendix F**. **Figures 6 and 7** illustrate turning movement volumes for buildout conditions at the study area intersections.

As shown in **Table 7**, with signal timing adjustments in place, all intersection approaches are anticipated to operate with acceptable LOS and v/c ratios less than one (1.0) under the buildout (2025) condition. No new deficiencies were identified as a result of project traffic impact.

The project driveway on Hand Avenue will permit right-in, right-out, and left-out movements to allow vehicles to go east. As shown in the site plan, the proposed modifications on Hand Avenue will maintain the current condition to prohibit left-in movement. Technically, the proposed development will not impact the southern driveway on Hand Avenue, given that it is technically a right-in/right-out. It has been observed that the sight distance may be obstructed by the queue of westbound vehicles (shown in **Appendix L**), which could prevent safe left turns out of the project driveway under the current conditions. To address this issue and enable vehicles to exit the site safely and effectively, we propose installing "DO NOT BLOCK INTERSECTION" signage and pavement markings. This will allow vehicles to leave the site and proceed east on Hand Avenue.

All offsite impacted turn lanes at the intersection of Nova Road and Hand Avenue are built out to their maximum extent. No offsite turn lane extensions are recommended.

## 5.2 TURN LANE ANALYSIS

A turn lane analysis was performed to evaluate all offsite impacted turn lanes to determine if the existing storage length can accommodate future traffic. A summary is shown in **Table 8**. As shown, both turn lanes are shown to be deficient during the existing and background conditions without the inclusion of trips. With the addition of project trips, an additional 25 and 100 ft are needed for the southbound and westbound left turn lanes. It is noted that the westbound left turn lane cannot be extended further existing roadway geometry. Mitigation of these impacted turn lanes will be included in the proportionate share fair calculations.

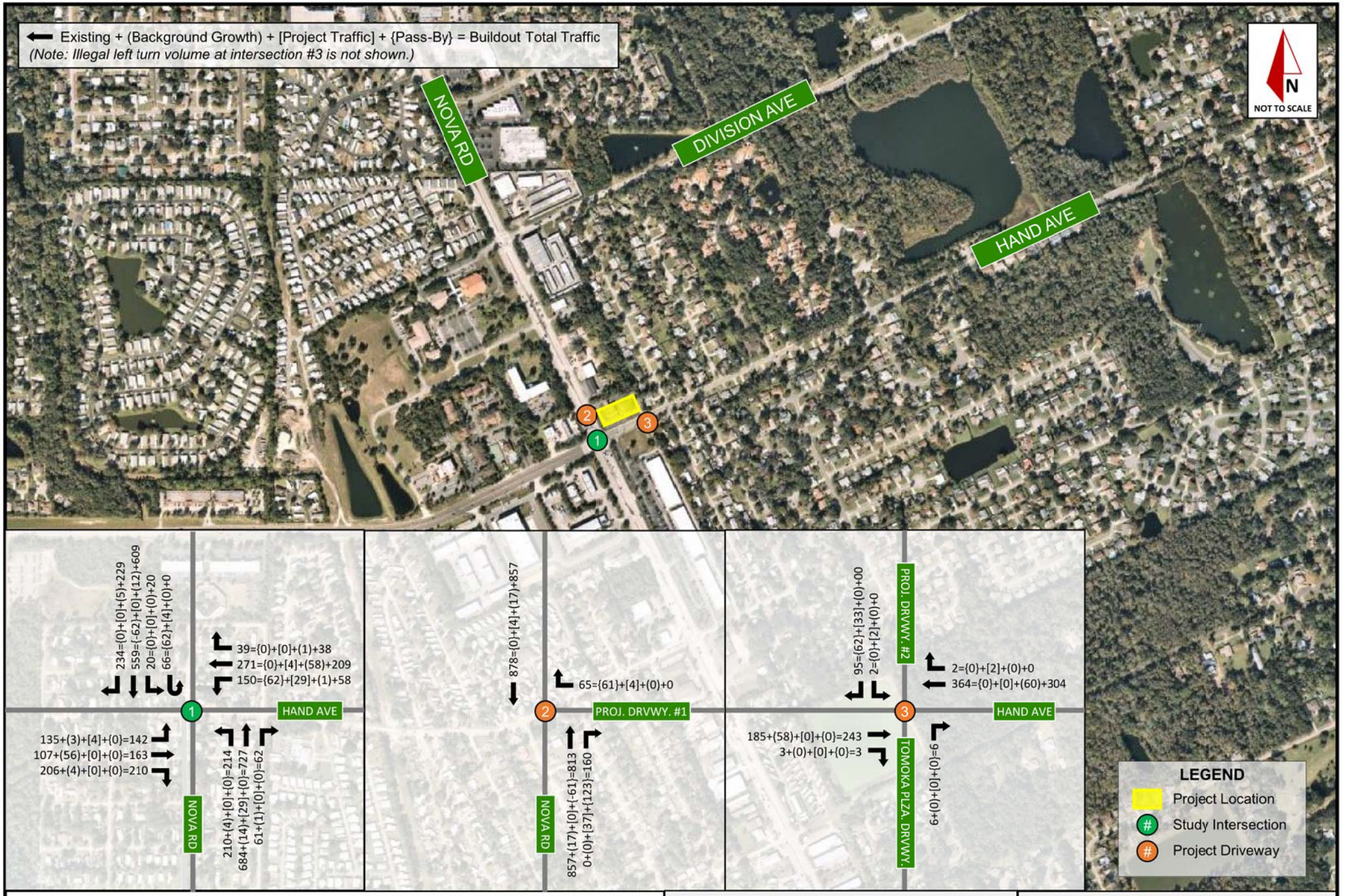


**Figure 6:** AM Peak Hour Intersection Volumes

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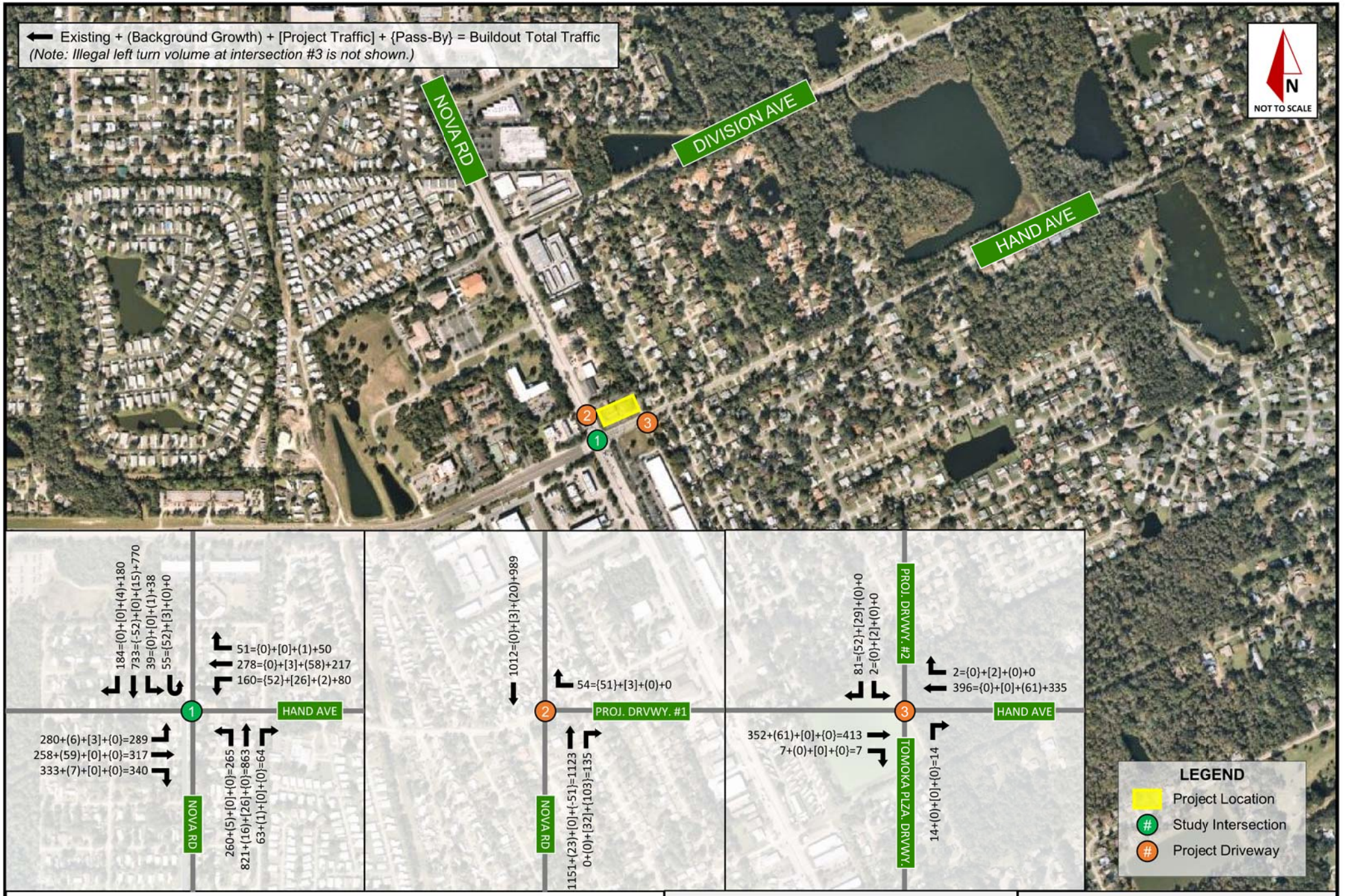


**Figure 7:** PM Peak Hour Intersection Volumes

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**Table 7:** Buildout (2025) Intersection Conditions

| Buildout Condition - 2025 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | | PM Peak Hour | | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | 95th %-ile Queue |
| 1 | Nova Road & Hand Avenue | Signalized | EB | E | EBR | 0.95 | 17 | E | EBR | 0.96 | 25 |
| | | | WB | E | WBT/R | 0.62 | 10 | E | WBL | 0.67 | 11 |
| | | | NB | C | NBL | 0.90 | 14 | D | NBL | 0.93 | 20 |
| | | | SB | C | SBT/R | 0.46 | 12 | D | SBT/R | 0.60 | 17 |
| | | | **Overall** | **D (43.6 s)** | **EBR** | **0.95** | **17** | **D (54.7 s)** | **EBR** | **0.96** | **25** |
| | | Signalized (No Pass-by Reduction) | EB | E | EBR | 0.95 | 17 | E | EBR | 0.96 | 25 |
| | | | WB | E | WBL | 0.69 | 11 | E | WBL | 0.78 | 12 |
| | | | NB | C | NBL | 0.90 | 17 | D | NBT/R | 0.93 | 15 |
| | | | SB | C | SBT/R | 0.50 | 13 | D | SBT/R | 0.63 | 18 |
| | | | **Overall** | **D (44.0 s)** | **EBR** | **0.95** | **17** | **D (55.5 s)** | **EBR** | **0.96** | **25** |
| 2 | Nova Road & Project Driveway #1 | Unsignalized (1WSC) | EB | - | - | - | - | - | - | - | - |
| | | | WB | C | WBR | 0.17 | 1 | C | WBR | 0.17 | 1 |
| | | | NB | - | - | - | - | - | - | - | - |
| | | | SB | - | - | - | - | - | - | - | - |
| | | | **Overall** | **-** | **WBR** | **0.17** | **1** | **-** | **WBR** | **0.17** | **1** |
| 3 | Hand Avenue & Project Driveway #2/ Tomoka Plaza Driveway | Unsignalized (TWSC) | EB | - | - | - | - | - | - | - | - |
| | | | WB | - | - | - | - | - | - | - | - |
| | | | NB | B | NBR | 0.01 | 0 | B | NBR | 0.03 | 0 |
| | | | SB | B | SBL/R | 0.22 | 1 | B | SBL/R | 0.18 | 1 |
| | | | **Overall** | **-** | **SBL/R** | **0.22** | **1** | **-** | **SBL/R** | **0.18** | **1** |

**Table 8:** Turn Lane Analysis Summary

| Impacted Turn Lane and Location | Existing Total Turn Lane Length (ft) | Posted Speed Limit (mph) | Required Deceleration Length (ft) [1] | # of Lanes | Existing Conditions | | | Background Conditions | | | Buildout Conditions | | | Turn Lane Length Required due to Project Trips | Project Trips (AM / PM) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 95th %-ile Queue (veh)[2] | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | 95th %-ile Queue (veh)[2] | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | 95th %-ile Queue (veh)[2] | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | | |
| ***Hand Avenue & Nova Road*** | | | | | | | | | | | | | | | |
| Southbound Left-turn Lane | 310 | 45 | 290 | 1 | 50 | 340 | 30 | 100 | 390 | 80 | 125 | 415 | 105 | 25 | (86 / 94) |
| Westbound Left-turn Lane | 145 | 25 | 120 | 1 | 150 | 270 | 125 | 150 | 270 | 125 | 250 | 370 | 225 | 100 | (91 / 78) |

*Note:*

*1. Deceleration length per FDOT standards and Volusia County Land Development Code Table VI, Section 72-619.*

*2. 95th percentile queue obtained from Synchro Outputs (higher of AM and PM peak hour)*

# 6.0 SAFETY ASSESSMENT

A safety assessment was performed for the signalized intersection of Nova Road & Hand Avenue. Five (5) years of historic crash data was obtained from the University of Florida's *Signal Four Analytics* database as provided by County staff. **Appendix J** shows the crash data.

Based on *Signal Four Analytics* database, there were 63 crashes identified at the intersection of Nova Road & Hand Avenue within the last five years. Nova Road, also known as SR5A is a 6-lane road with raised median and left turn lanes throughout the study segment. It is important to note that right-turn auxiliary lanes are not commonly observed along Nova Road, which is consistent with other FDOT-operated & maintained facilities. Hand Avenue is 2-lane undivided roadway east of Nova Road, and a 4-lane undivided roadway west of Nova Road. Along Nova Road, the speed limit is 45 MPH, while west of Nova Road, Hand Avenue has a posted speed limit of 45 MPH and 25 MPH east of Nova Road. The provided data included a 200-foot offset from the study intersection in all directions. The most recurrent crash types were found to be:

- Front-to-Rear Crash (Rear-end), 24
- Right Angle Crash, 13
- Same Direction Sideswipe, 8
- Left Entering, 6

The remaining crashes include a variety of left-turning movement crashes, opposite-direction sideswipes, and one pedestrian crash. Roughly two-thirds of the crashes at the intersection resulted in no injuries, with serious injury crashes accounting for less than 5% of crashes, and injury crashes accounting for the rest. **Table 9** shows a summary of crash severity.

**Table 9:** Crash Summary

| Intersection | | Frequency (crashes per year) | Crash Severity | | | | Total Crashes | Most Recurring Crash Type |
|---|---|---|---|---|---|---|---|---|
| | | | No Injury Crashes | Injury Crashes | Serious Injury Crashes | Fatal Crashes | | |
| 1 | Nova Road & Hand Ave | 12.6 | 43 (68%) | 18 (29%) | 2 (3%) | 0 (0%) | 63 (100%) | Rear End |

As shown in the table above, rear-end crashes were observed to be the highest type of crashes at the intersection and right-angle crashes were observed as the second highest crash type. There was one (1) pedestrian crash identified as an injury this incident was located at the crosswalk of the southern leg of Nova Road.

*Signal Four* Analytics also includes detailed crash reports from the relevant police departments. Several of the crash reports in areas with concentrated crashes were analyzed for trends. Upon further evaluating the crash data, the following was identified:

- Most non-injury crashes occurred during the day, with 37 total crashes
- Night-time crashes accounted for roughly 30% of the total crashes
- Rear-end crashes occurred mostly in right-turn lanes with drivers waiting to make a right turn on red. Many crash reports with rear-end collisions mentioned driver distraction or lack of attentiveness as a reason for the crash.

- There were no indications of visibility issues at the intersection or road surface deficiencies in any of the crash reports that were analyzed.
- Most of the crashes were observed to be heading east on Hand Avenue or south on Nova Road. This includes the significant amount of rear-end crashes on the eastbound approach of Hand Ave.

Pivot tables further illustrating these correlations are provided in **Appendix J**.

Based on the analysis herein, three (3) items stand out: 1) rear-end crashes, 2) left-turning crashes, and 3) pedestrian safety. In this case, two overall safety improvements could be implemented to lessen the impacts of distracted driving, reckless driving, and improve pedestrian safety.

Rear-end crashes are mainly caused due to distracted driving and excess speeds. Both distracted drivers and speeding drivers suffer from the inability to stop their vehicles before encroaching and ultimately impacting the car in front of them. In this case, signal timing adjustments in the form of increasing the gap extension time allows for vehicle to clear the intersections in time.

Left-turning and right-angle crashes were predominantly caused by vehicles advancing through solid red lights. Red and yellow clearances should be revised to allow sufficient time for vehicles to clear the intersection.

Though only one pedestrian crash occurred during the five (5) years of data, adding a Leading Pedestrian Interval (LPI) would allow pedestrians to cross the road with more time and reduce the overall amount of vehicular-pedestrian conflict time.

Another potential improvement could be to restrict right turn on reds at the minor approaches, particularly on the eastbound approach, which would prevent drivers from making risky maneuvers when turning right onto Nova Road from Hand Avenue.

It is important to note that all of the aforementioned safety improvements have the potential to increase delay and reduce capacity on the affected roadway. LPIs, for example, add 7 seconds of overall delay to the intersection, while restricting the right turn on reds will create additional queueing on Hand Avenue. Though adding delay and reducing the efficiency of an intersection is never a goal, the intersection can still run at levels below LOS F while improving pedestrian and motorist safety and adding a slight delay to the intersection.

# 7.0 FUTURE ROADWAY SEGMENT ANALYSIS – YEAR 2025

The study area roadway segments were evaluated for level of service (LOS) under Year 2025 background and Year 2025 buildout Daily and PM peak hour traffic conditions.

The service volumes and roadway attributes for roadways within the study area were obtained from Volusia County's 2021 Annual Average Daily Traffic and Historical Counts spreadsheet. Consistent with the intersection operational analysis, Year 2025 background volumes were derived by applying the established annual growth rates and vested trips as determined in Section 4.1 of this report. Year 2025 buildout volumes were generated by adding project trips to background traffic volumes.

**Tables 10 and 11** summarize the background and buildout roadway segment analysis. As shown in the tables, the study roadway segments are anticipated to operate with an acceptable LOS during future conditions. No deficiencies were identified as a result of project traffic impacts.

**Table 10:** Background and Buildout (2025) Roadway Segment Analysis (Daily)

| Roadway | | Roadway Attributes [1] | | | | | Daily Background - 2025 | | | | | | | Daily Buildout - 2025 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 771 Daily Trips | | | | |
| From | To | Agency | Functional Classification | Area Type | Adopted LOS | Number of Lanes | Existing (2024) AADT | Growth Rate[2] | Vested Trips[3] | Background AADT[4] | Daily MSV | V/C Ratio | LOS | % Assign[5] | Proj. Trips | Buildout AADT | V/C Ratio | LOS |
| ***SR5A/Nova Road*** | | | | | | | | | | | | | | | | | | |
| Hand Ave | SR40/Granada Blvd | FDOT | Principal Arterial | U | D | 6 | 29,183 | 2.0% | 0 | 29,767 | 59,900 | 0.50 | C | 10% | 77 | 29,844 | 0.5 | C |
| ***Hand Avenue*** | | | | | | | | | | | | | | | | | | |
| SR5A/Nova Rd | US1 | County | Major Collector - Urban | U | E | 2 | 7,844 | 2.0% | 1,200 | 9,201 | 17,050 | 0.54 | C | 5% | 39 | 9,240 | 0.54 | C |

*Notes*

*2. Growth rate based on the historical growth rate as calculated in the growth rate determination process.*

*3. Vested trips obtained from VCTE.*

*4. 2025 AADT calculated by applying the growth rate and adding vested trips.*

*5. Percent assigned as the highest percent from the segment.*

**Table 11:** Background and Buildout (2025) Roadway Segment Analysis (PM Peak Hour)

| Roadway | | Roadway Attributes [1] | | | | | 2-Way Peak Hour MSV [1] | Existing (2024) Volumes [2] | Applied Growth Rate [3] | Background PM Peak Hour - 2025 | | | | Buildout PM Peak Hour - 2025 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | PM Peak Hour Trips = 34 | | | | |
| From | To | Agency | Functional Classification | Area Type | Adopted LOS | Number of Lanes | | | | Vested Trips[4] | 2-Way Pk. Hr. Vol. | V/C Ratio | LOS | % Assign [5] | Proj. Trips | 2-Way Pk. Hr. Vol. | V/C Ratio | LOS |
| ***SR5A/Nova Road*** | | | | | | | | | | | | | | | | | | |
| Hand Ave | SR40/Granada Blvd | FDOT | Principal Arterial | U | D | 6 | 5,390 | 2,574 | 2.0% | 0 | 2,625 | 0.49 | C | 10% | 3 | 2,628 | 0.49 | C |
| ***Hand Avenue*** | | | | | | | | | | | | | | | | | | |
| SR5A/Nova Rd | US1 | County | Major Collector - Urban | U | E | 2 | 1,540 | 706 | 2.0% | 108 | 828 | 0.54 | C | 5% | 2 | 830 | 0.54 | C |

*Notes:*

*1. Maximum Service Volume (MSV) per Volusia County's 2021 Annual Average Daily Traffic & Historical Counts Document.*

*2. Existing volumes obatined by applying annual growth rate to 2021 AADT provided in Volusia County's 2021 Annual Average Daily Traffic & Historical Counts. document*

*3. Applied growth rate as developed and shown in the Appendix.*

*4. Vested trips obtained from City of Daytona Beach.*

*5. Percent assigned as the highest percent from the segment.*

# 8.0 MULTIMODAL ASSESSMENT

Votran provides transit services within Volusia County. There is one (1) bus route that passes by the project site directly operated by Votran. The Blue #6 line operates this route and connects much of Ormond Beach to the Holly Hill area. The route has service Monday through Saturday from 5:30 AM to 7:00 PM. **Appendix K** provides the bus route map. The nearest bus stop is directly across from the proposed Project Driveway #1 on the west side of Nova Road. From the bus stop, the walk across Nova Road to the proposed project site would be less than 250 feet.

Sidewalk and pedestrian facilities exist on the north and south sides of Hand Avenue west of Nova Road; and continue until Clyde Morris Avenue. East of Nova Road, Hand Avenue has sidewalks on the south side of the road until US1. Similarly, sidewalk and pedestrian facilities exist on both the east and west side of Nova Road from Granada Boulevard to Dunlawton Avenue in Port Orange.

There are no bicycle facilities along Nova Road or Hand Avenue.

# 9.0 IMPROVEMENTS & PROPORTIONATE FAIR SHARE

As detailed in the roadway segment analyses, the study segments are not expected to exceed the adopted LOS capacity under background or buildout (2025) conditions.

As detailed in Section 5.0 of the report, *Buildout Conditions Analysis*, mitigation of the failing eastbound and westbound approaches was done through signal timing adjustments to the Nova Road & Hand Avenue intersection signal and turn lanes extensions are needed. The turn lane queue analysis indicated that two (2) turn lanes would need to be lengthened to accommodate project traffic (beyond the lengths needed for background conditions). Turn lane extension costs were provided by Volusia County.

**Table 12** summarizes the PFS cost estimate for intersection improvements. The PR calculations indicate that the total proportionate fair share for the proposed development will be approximately $49,237 for intersection improvements. No roadway improvements are needed.

**Table 12:** Proportionate Share Summary

| # | Intersection | Improvement/ Turn Lane | Background Required Turn Lane Length (ft) | Buildout Required Turn Lane Length (ft) | Additional Turn Lane Length Required for Buildout Conditions (ft) | Turn Lane Cost/Foot[1] | Improvement Cost | Proportionate Share % | Proportionate Share ($) |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Nova Rd & Hand Ave | Signal Timing Adjustments | - | - | - | - | $5,000.00 | 100% | $5,000.00 |
| | | Extend WBL Turn Lane | 270 | 370 | 100 | $760.70 | - | - | $76,070 |
| | | Extend SBL Turn Lane | 390 | 415 | 25 | $760.70 | - | - | $19,018 |
| | | | | | | | | ***TOTAL*** | ***$49,237*** |

Notes: *1. Cost estimate for turn lanes based on Volusia County PFS Spreadsheet: $228,210.26 per 300 feet left-turn lane; $222,095.06 per 300 feet right-turn lane*

# 10.0 CONCLUSION

This TIA was performed to analyze the traffic impacts associated with the proposed Circle K gas station that will include 12 vehicle fueling positions (VFP) and a ±5,200 SF convenience store to accompany applications submitted to the City of Ormond Beach and Volusia County for site plan permits. General access to the site will be provided via one (1) proposed right-in/right-out driveway on Nova Road and one (1) right-in/right-out/left-out driveway on Hand Avenue.

The proposed facility is anticipated to generate 771 new daily trips, 78 new AM peak hour trips (39 in/39 out), and 68 new PM peak hour trips (34 in/34 out). Project trips were distributed onto the surrounding existing roadway network using the latest adopted regional travel demand model and were manually assigned at the study area intersections and project driveways.

An operational analysis for existing, background, and buildout conditions was performed at the study area intersection. Under existing (2024) conditions, the eastbound-right movement at Nova Road & Hand Avenue operates with a v/c ratio greater than 1.0 and LOS F. The westbound-through/right movement at Nova Road & Hand Avenue operates with high delay (LOS F), but sufficient capacity with a v/c ratio of 0.88.

The background (2025) conditions scenario showed the deficiencies present under existing conditions and the westbound-through/right movement at Intersection #1 becomes overcapacity with a v/c ratio greater than 1.0. In order to address the existing and background deficiencies at the intersection of Nova Road & Hand Avenue, minor signal timing adjustments were applied to allocate more green time to deficient movements in the background with improvements. In the buildout (2025) scenario, all intersection approaches are anticipated to operate with acceptable LOS and v/c ratios less than one (1.0) with signal timing improvements put in place. No new deficiencies were identified as a result of project traffic impact.

As requested, an operational analysis for the intersection of Hand Avenue and Nova Road was performed without the pass-by trip reduction at project buildout. Overall, the analysis demonstrates an increase in delay. However, the intersection is able to operate at an acceptable LOS and sufficient capacity.

A safety analysis was performed to identify any safety concerns within the area. No major improvements are required, though several potential improvements at the signalized intersection of Nova Road & Hand Avenue may include the following:

- Revise gap extension
- Revise red and yellow clearances
- Implementing Leading Pedestrian Intervals (LPI)
- Consider restricting right turns on red from the minor approaches (specifically the eastbound right movement)

The PFS for the proposed development was calculated based on Volusia County cost estimates for intersection improvements recommended within the study area and the project trip impacts anticipated. The project intersection PFS is estimated at approximately $49,237. No roadway PFS is expected.

# APPENDIX B
Site Plan




SITE DATA:

| | |
|---|---|
| CIRCLE K AREA (PER SURVEY): | ±59,135 SF (±1.35 AC) |
| OFF-SITE POND AREA: | ±21,507 SF (±0.49 AC) |
| TOTAL SITE AREA: | ±80,642 SF (±1.84 AC) |
| JURISDICTION: | ORMOND BEACH BEACH, FL |
| CURRENT ZONING: | COMMERCIAL (B-8) |

PROVIDED PARKING:

| | |
|---|---|
| EXISTING PARKING SPACES TO BE REMOVED: | 32 SPACES |
| EXISTING PARKING SPACES TO REMAIN: | 0 SPACES |
| PROPOSED PARKING SPACES (10'x20'): | 19 SPACES |
| PROPOSED ADA PARKING SPACES (12'x20): | 1 SPACES |
| TOTAL PARKING SPACES PROVIDED | 20 SPACES |

REQUIRED PARKING:

| | |
|---|---|
| 1 SPACE PER 100 SF OF GFA | 20 SPACES |

NOTE:
1. UNDERGROUND EXFILTRATION MAY BE REQUIRED FOR THIS SITE.
2. POND SHOWN IS FOR CONCEPTUAL PURPOSES ONLY AND SUBJECT TO CHANGE BASED ON VERIFIED BUFFERS AND ACTUAL DRAINAGE ANLAYSIS

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

Kimley»Horn

SP-08-C

CIRCLE K - NOVA & HAND

ORMOND BEACH, FL

# CONCEPTUAL SKETCH

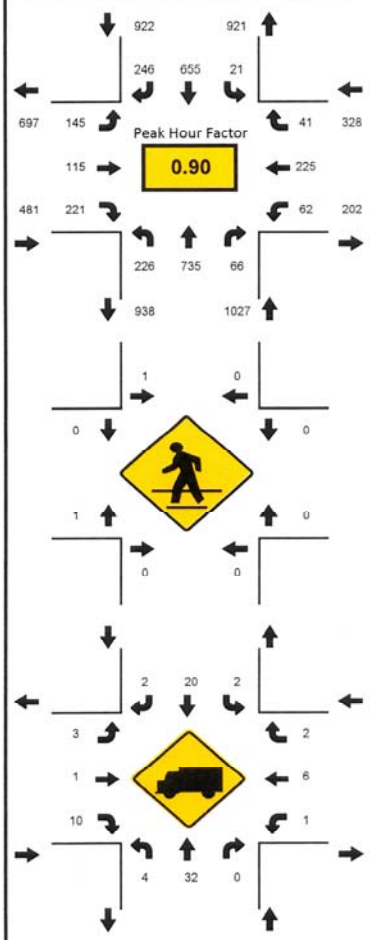
08/29/24 - CONTACT JAROD STUBBS, P.E. (386) 271-0272

# APPENDIX C
Turning Movement Counts

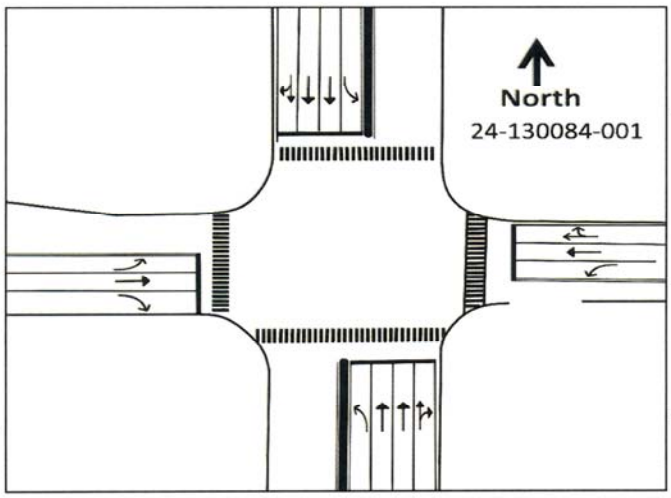
**LOCATION:** S Nova Rd/SR 5A & Hand Ave
**CITY/STATE:** Ormond Beach, FL

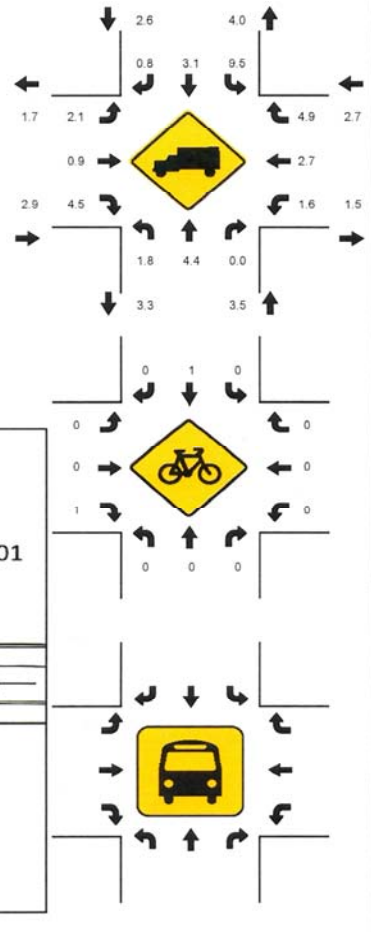
**PROJECT ID:** 24-130084-001
**DATE:** Thu, Feb 29, 2024

**Peak-Hour: 07:30 AM - 08:30 AM**
**Peak 15-Minute: 07:45 AM - 08:00 AM**




National Data & Surveying Services



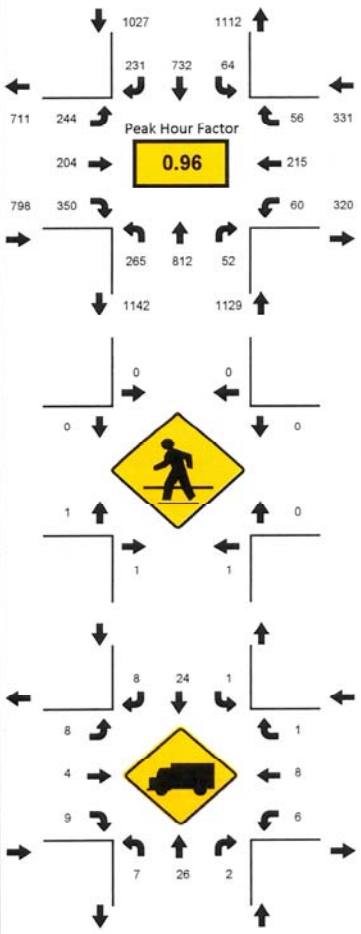




| 15-Min Count Period Beginning At | S Nova Rd/SR 5A Northbound | | | | | S Nova Rd/SR 5A Southbound | | | | | Hand Ave Eastbound | | | | | Hand Ave Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 41 | 116 | 11 | 0 | | 0 | 142 | 31 | 0 | | 16 | 18 | 38 | 0 | | 7 | 28 | 10 | 0 | | 458 | 2422 |
| 7:15 AM | 37 | 140 | 15 | 2 | | 4 | 122 | 43 | 0 | | 35 | 31 | 43 | 0 | | 9 | 54 | 11 | 0 | | 546 | 2630 |
| 7:30 AM | 61 | 174 | 20 | 1 | | 5 | 161 | 68 | 0 | | 20 | 17 | 40 | 0 | | 13 | 61 | 11 | 0 | | 652 | 2758 |
| 7:45 AM | 72 | 195 | 15 | 0 | | 6 | 178 | 66 | 0 | | 44 | 32 | 63 | 0 | | 20 | 68 | 7 | 0 | | 766 | 2749 |
| 8:00 AM | 47 | 169 | 16 | 0 | | 5 | 165 | 58 | 0 | | 40 | 35 | 52 | 0 | | 13 | 57 | 9 | 0 | | 666 | 2702 |
| 8:15 AM | 45 | 197 | 15 | 0 | | 5 | 151 | 54 | 0 | | 41 | 31 | 66 | 0 | | 16 | 39 | 14 | 0 | | 674 | 2036 |
| 8:30 AM | 68 | 169 | 11 | 0 | | 12 | 140 | 39 | 0 | | 45 | 35 | 45 | 0 | | 7 | 59 | 13 | 0 | | 643 | 1362 |
| 8:45 AM | 62 | 184 | 14 | 0 | | 6 | 187 | 49 | 0 | | 47 | 37 | 55 | 0 | | 12 | 48 | 18 | 0 | | 719 | 719 |
| **Peak 15-Min Flowrates** | **Northbound** | | | | | **Southbound** | | | | | **Eastbound** | | | | | **Westbound** | | | | | **Total** | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 288 | 788 | 80 | 4 | | 24 | 712 | 272 | 0 | | 176 | 140 | 264 | 0 | | 80 | 272 | 56 | 0 | | 3156 | |
| Heavy Trucks | 8 | 44 | 0 | 0 | | 8 | 32 | 4 | 0 | | 4 | 4 | 16 | 0 | | 4 | 12 | 4 | 0 | | 140 | |
| Pedestrians | | 0 | | | | | 4 | | | | | 4 | | | | | 0 | | | | 8 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 8 | |
| Buses | | | | | | | | | | | | | | | | | | | | | | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | | |

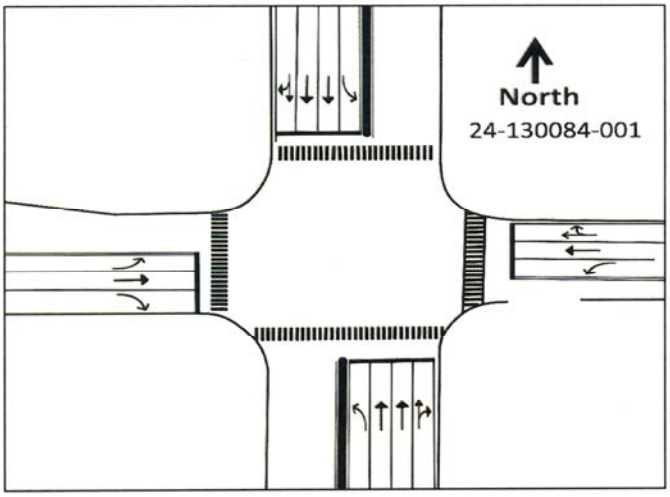
**LOCATION:** S Nova Rd/SR 5A & Hand Ave
**CITY/STATE:** Ormond Beach, FL

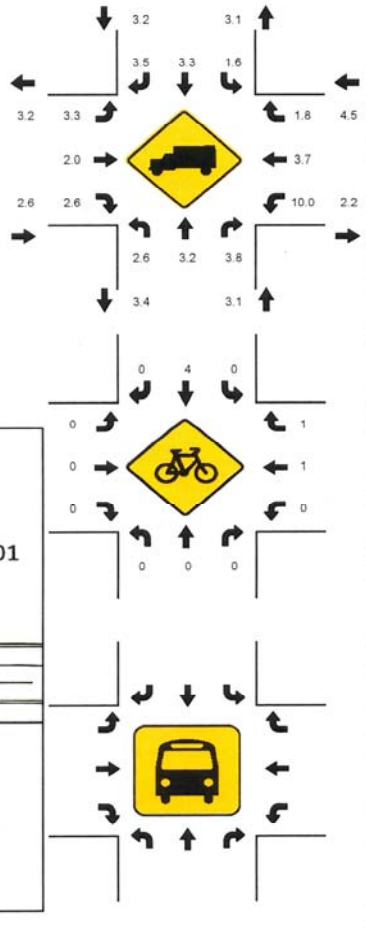
**PROJECT ID:** 24-130084-001
**DATE:** Thu, Feb 29, 2024

**Peak-Hour: 12:30 PM - 01:30 PM**
**Peak 15-Minute: 01:00 PM - 01:15 PM**




National Data & Surveying Services



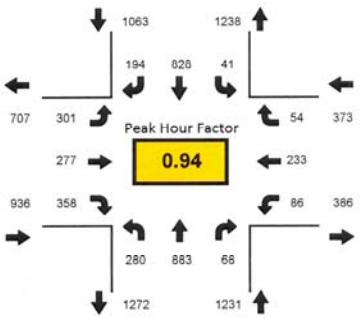




| 15-Min Count Period Beginning At | S Nova Rd/SR 5A Northbound | | | | | S Nova Rd/SR 5A Southbound | | | | | Hand Ave Eastbound | | | | | Hand Ave Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 12:00 PM | 62 | 153 | 16 | 0 | | 11 | 191 | 54 | 1 | | 59 | 70 | 84 | 0 | | 10 | 55 | 12 | 0 | | 778 | 3151 |
| 12:15 PM | 55 | 166 | 13 | 2 | | 9 | 168 | 50 | 1 | | 69 | 48 | 64 | 0 | | 18 | 54 | 13 | 0 | | 730 | 3229 |
| 12:30 PM | 57 | 201 | 17 | 0 | | 10 | 170 | 49 | 1 | | 79 | 54 | 89 | 0 | | 14 | 40 | 16 | 0 | | 797 | 3285 |
| 12:45 PM | 69 | 209 | 10 | 0 | | 14 | 179 | 59 | 1 | | 63 | 49 | 101 | 0 | | 17 | 64 | 11 | 0 | | 846 | 3257 |
| 1:00 PM | 73 | 215 | 11 | 1 | | 17 | 196 | 66 | 1 | | 54 | 54 | 82 | 0 | | 12 | 59 | 15 | 0 | | 856 | 3189 |
| 1:15 PM | 63 | 187 | 14 | 2 | | 20 | 187 | 57 | 0 | | 48 | 47 | 78 | 0 | | 17 | 52 | 14 | 0 | | 786 | 2333 |
| 1:30 PM | 65 | 218 | 10 | 0 | | 16 | 167 | 47 | 0 | | 45 | 53 | 87 | 0 | | 16 | 33 | 12 | 0 | | 769 | 1547 |
| 1:45 PM | 62 | 195 | 11 | 0 | | 14 | 186 | 49 | 1 | | 53 | 47 | 77 | 0 | | 24 | 51 | 8 | 0 | | 778 | 778 |
| **Peak 15-Min Flowrates** | **Northbound** | | | | | **Southbound** | | | | | **Eastbound** | | | | | **Westbound** | | | | | **Total** | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 292 | 860 | 68 | 8 | | 80 | 784 | 264 | 4 | | 316 | 216 | 404 | 0 | | 68 | 256 | 64 | 0 | | **3684** | |
| Heavy Trucks | 16 | 32 | 8 | 0 | | 4 | 48 | 8 | 0 | | 12 | 4 | 28 | 0 | | 8 | 16 | 4 | 0 | | **188** | |
| Pedestrians | | 4 | | | | | 0 | | | | | 4 | | | | | 0 | | | | **8** | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 8 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 4 | 0 | | **16** | |
| Buses | | | | | | | | | | | | | | | | | | | | | | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | | |

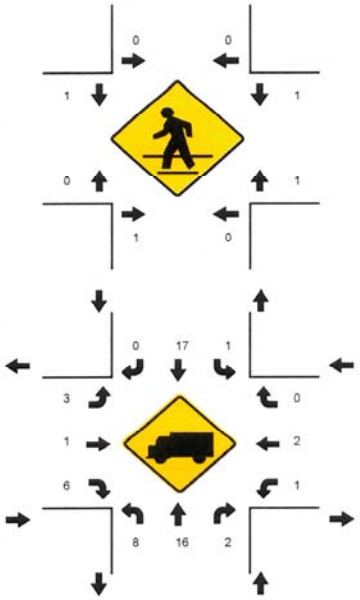
**LOCATION:** S Nova Rd/SR 5A & Hand Ave
**CITY/STATE:** Ormond Beach, FL

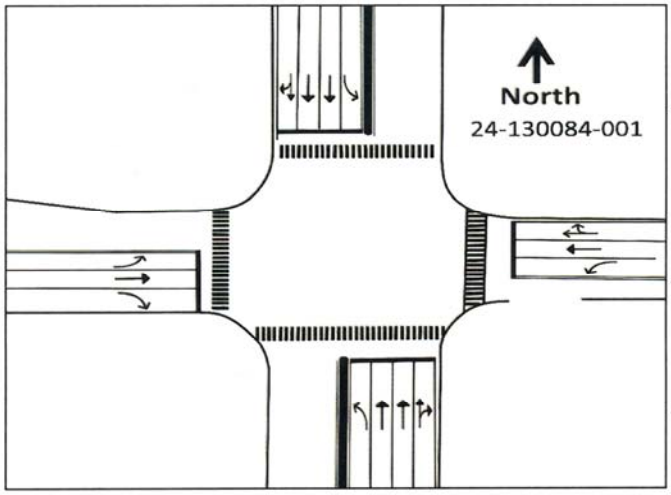
**PROJECT ID:** 24-130084-001
**DATE:** Thu, Feb 29, 2024

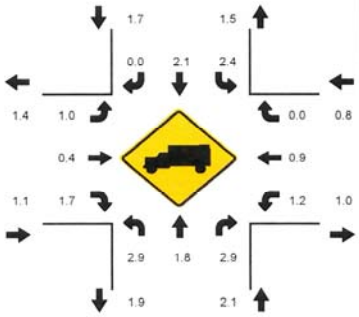
**Peak-Hour: 04:30 PM - 05:30 PM**
**Peak 15-Minute: 04:45 PM - 05:00 PM**

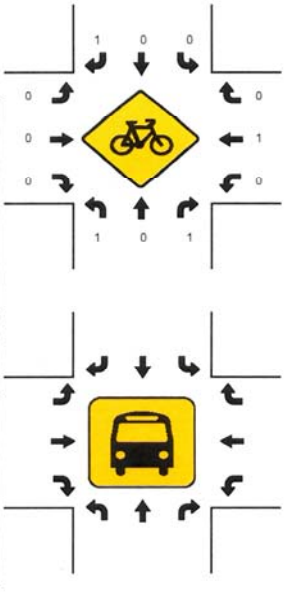



National Data & Surveying Services

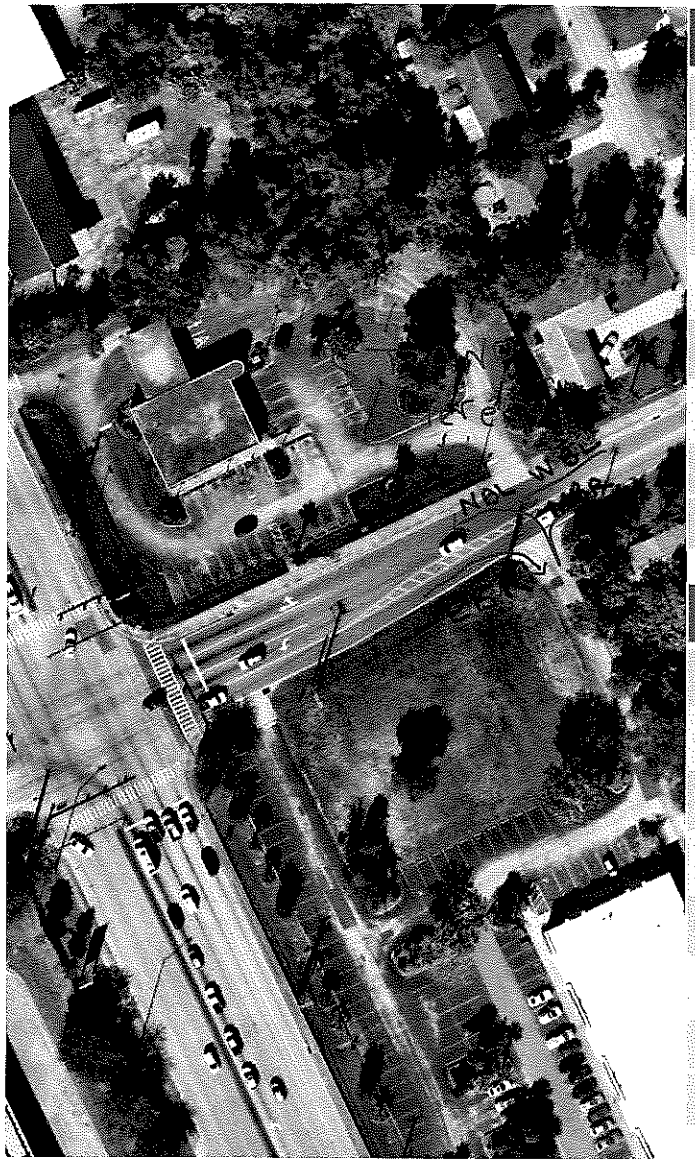


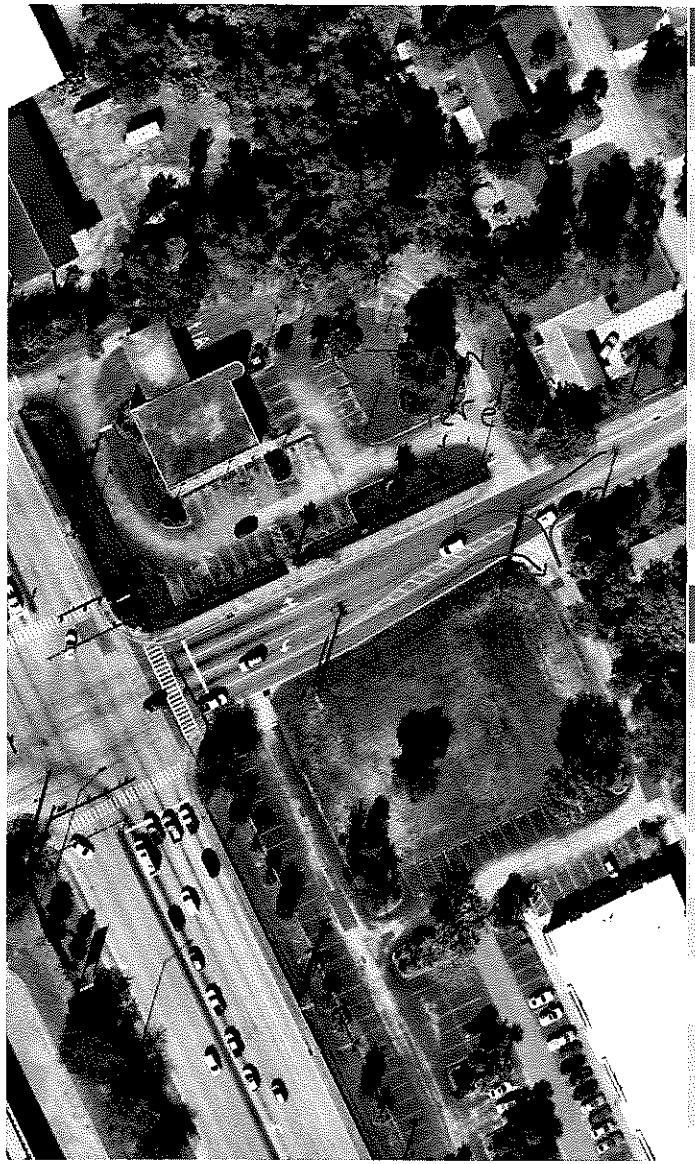




| 15-Min Count Period Beginning At | S Nova Rd/SR 5A Northbound | | | | | S Nova Rd/SR 5A Southbound | | | | | Hand Ave Eastbound | | | | | Hand Ave Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 48 | 232 | 19 | 1 | | 9 | 239 | 57 | 0 | | 71 | 57 | 77 | 0 | | 19 | 51 | 12 | 0 | | 892 | 3538 |
| 4:15 PM | 51 | 224 | 19 | 3 | | 10 | 217 | 50 | 0 | | 62 | 41 | 73 | 0 | | 22 | 44 | 8 | 0 | | 824 | 3557 |
| 4:30 PM | 64 | 189 | 9 | 0 | | 9 | 197 | 50 | 0 | | 76 | 78 | 86 | 0 | | 37 | 53 | 11 | 0 | | 859 | 3603 |
| 4:45 PM | 62 | 262 | 23 | 0 | | 10 | 217 | 51 | 1 | | 83 | 72 | 94 | 0 | | 16 | 56 | 16 | 0 | | 963 | 3557 |
| 5:00 PM | 86 | 220 | 18 | 0 | | 8 | 203 | 47 | 1 | | 69 | 60 | 87 | 0 | | 20 | 82 | 10 | 0 | | 911 | 3255 |
| 5:15 PM | 68 | 212 | 18 | 0 | | 12 | 211 | 46 | 0 | | 73 | 67 | 91 | 0 | | 13 | 42 | 17 | 0 | | 870 | 2344 |
| 5:30 PM | 80 | 222 | 9 | 0 | | 14 | 187 | 43 | 0 | | 56 | 61 | 81 | 0 | | 16 | 37 | 7 | 0 | | 813 | 1474 |
| 5:45 PM | 63 | 156 | 15 | 1 | | 15 | 150 | 34 | 1 | | 61 | 50 | 55 | 0 | | 17 | 31 | 12 | 0 | | 661 | 661 |
| **Peak 15-Min Flowrates** | **Northbound** | | | | | **Southbound** | | | | | **Eastbound** | | | | | **Westbound** | | | | | **Total** | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 344 | 1048 | 92 | 0 | | 48 | 868 | 204 | 4 | | 332 | 312 | 376 | 0 | | 148 | 328 | 68 | 0 | | 4172 | |
| Heavy Trucks | 20 | 28 | 4 | 0 | | 4 | 24 | 0 | 0 | | 4 | 4 | 12 | 0 | | 4 | 8 | 0 | 0 | | 112 | |
| Pedestrians | | 4 | | | | | 0 | | | | | 4 | | | | | 4 | | | | 12 | |
| Bicycles | 0 | 0 | 4 | 4 | | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 12 | |
| Buses | | | | | | | | | | | | | | | | | | | | | | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | | |



| AM | Tally | | | |
|---|---|---|---|---|
| 7:00 AM-7:15 AM | EBR: V | NBL: Ø | WBL: I | NBR: Ø |
| 7:15 AM-7:30 AM | EBR: Ø | NBL: Ø | WBL: Ø | NBR: Ø |
| 7:30 AM-7:45 AM | EBR: Ø | NBL: Ø | WBL: II | NBR: I |
| 7:45 AM-8:00 AM | EBR: Ø | NBL: Ø | WBL: II | NBR: Ø |
| 8:00 AM-8:15 AM | EBR: I | NBL: Ø | WBL: II | NBR: I |
| 8:15 AM-8:30 AM | EBR: Ø | NBL: Ø | WBL: II | NBR: III |
| 8:30 AM-8:45 AM | EBR: I | NBL: Ø | WBL: II | NBR: II |
| 8:45 AM-9:00 AM | EBR: I | NBL: I | WBL: Ø | NBR: Ø |
| | (3) | (1) | (11) | (7) |

| PM | Tally | | | |
|---|---|---|---|---|
| 4:00 PM-4:15 PM | EBR: I | NBL: IIII | WBL: III | NBR: IIII II |
| 4:15 PM-4:30 PM | EBR: | NBL: IIII | WBL: IIII | NBR: IIII |
| 4:30 PM-4:45 PM | EBR: II | NBL: IIII I | WBL: IIII | NBR: II |
| 4:45 PM-5:00 PM | EBR: I | NBL: | WBL: IIII I | NBR: III |
| 5:00 PM-5:15 PM | EBR: II | NBL: IIII | WBL: IIII | NBR: IIII |
| 5:15 PM-5:30 PM | EBR: II | NBL: I | WBL: IIII IIII | NBR: II |
| 5:30 PM-5:45 PM | EBR: | NBL: | WBL: IIII I | NBR: IIII |
| 5:45 PM-6:00 PM | EBR: I | NBL: I | WBL: IIII | NBR: II |
| | (9) | (21) | (43) | (30) |



| AM | Tally | | | |
|---|---|---|---|---|
| 7:00 AM-7:15 AM | EBR: | NBL: | WBL: | NBR: |
| 7:15 AM-7:30 AM | EBR: | NBL: | WBL: | NBR: |
| 7:30 AM-7:45 AM | EBR: | NBL: | WBL: | NBR: |
| 7:45 AM-8:00 AM | EBR: | NBL: | WBL: | NBR: |
| 8:00 AM-8:15 AM | EBR: | NBL: | WBL: | NBR: |
| 8:15 AM-8:30 AM | EBR: | NBL: | WBL: | NBR: |
| 8:30 AM-8:45 AM | EBR: | NBL: | WBL: | NBR: |
| 8:45 AM-9:00 AM | EBR: | NBL: | WBL: | NBR: |

Back up @ left right turn lane

| PM | Tally | | | | Vehicle Total |
|---|---|---|---|---|---|
| 4:00 PM-4:15 PM | EBR: | NBL: | WBL: | NBR: | 22 |
| 4:15 PM-4:30 PM | EBR: | NBL: | WBL: | NBR: | 33 |
| 4:30 PM-4:45 PM | EBR: | NBL: | WBL: | NBR: | 25 |
| 4:45 PM-5:00 PM | EBR: | NBL: | WBL: | NBR: | 13 |
| 5:00 PM-5:15 PM | EBR: | NBL: | WBL: | NBR: | 18 |
| 5:15 PM-5:30 PM | EBR: | NBL: | WBL: | NBR: | 23 |
| 5:30 PM-5:45 PM | EBR: | NBL: | WBL: | NBR: | 18 |
| 5:45 PM-6:00 PM | EBR: | NBL: | WBL: | NBR: | 16 |

# APPENDIX D

## FDOT's Florida Traffic Online (FTO) Data

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900  VOLUSIA COUNTYWIDE

MOCF: 0.95

| WEEK | DATES | SF | PSCF |
|---|---|---|---|
| 1 | 01/01/2023 - 01/07/2023 | 1.01 | 1.06 |
| 2 | 01/08/2023 - 01/14/2023 | 1.01 | 1.06 |
| 3 | 01/15/2023 - 01/21/2023 | 1.01 | 1.06 |
| 4 | 01/22/2023 - 01/28/2023 | 0.99 | 1.04 |
| 5 | 01/29/2023 - 02/04/2023 | 0.98 | 1.03 |
| * 6 | 02/05/2023 - 02/11/2023 | 0.96 | 1.01 |
| * 7 | 02/12/2023 - 02/18/2023 | 0.95 | 1.00 |
| * 8 | 02/19/2023 - 02/25/2023 | 0.94 | 0.99 |
| * 9 | 02/26/2023 - 03/04/2023 | 0.93 | 0.98 |
| *10 | 03/05/2023 - 03/11/2023 | 0.92 | 0.97 |
| *11 | 03/12/2023 - 03/18/2023 | 0.92 | 0.97 |
| *12 | 03/19/2023 - 03/25/2023 | 0.93 | 0.98 |
| *13 | 03/26/2023 - 04/01/2023 | 0.94 | 0.99 |
| *14 | 04/02/2023 - 04/08/2023 | 0.95 | 1.00 |
| *15 | 04/09/2023 - 04/15/2023 | 0.97 | 1.02 |
| *16 | 04/16/2023 - 04/22/2023 | 0.97 | 1.02 |
| *17 | 04/23/2023 - 04/29/2023 | 0.98 | 1.03 |
| *18 | 04/30/2023 - 05/06/2023 | 0.98 | 1.03 |
| 19 | 05/07/2023 - 05/13/2023 | 0.99 | 1.04 |
| 20 | 05/14/2023 - 05/20/2023 | 1.00 | 1.05 |
| 21 | 05/21/2023 - 05/27/2023 | 1.01 | 1.06 |
| 22 | 05/28/2023 - 06/03/2023 | 1.02 | 1.07 |
| 23 | 06/04/2023 - 06/10/2023 | 1.03 | 1.08 |
| 24 | 06/11/2023 - 06/17/2023 | 1.04 | 1.09 |
| 25 | 06/18/2023 - 06/24/2023 | 1.04 | 1.09 |
| 26 | 06/25/2023 - 07/01/2023 | 1.05 | 1.11 |
| 27 | 07/02/2023 - 07/08/2023 | 1.06 | 1.12 |
| 28 | 07/09/2023 - 07/15/2023 | 1.06 | 1.12 |
| 29 | 07/16/2023 - 07/22/2023 | 1.06 | 1.12 |
| 30 | 07/23/2023 - 07/29/2023 | 1.06 | 1.12 |
| 31 | 07/30/2023 - 08/05/2023 | 1.06 | 1.12 |
| 32 | 08/06/2023 - 08/12/2023 | 1.06 | 1.12 |
| 33 | 08/13/2023 - 08/19/2023 | 1.06 | 1.12 |
| 34 | 08/20/2023 - 08/26/2023 | 1.05 | 1.11 |
| 35 | 08/27/2023 - 09/02/2023 | 1.05 | 1.11 |
| 36 | 09/03/2023 - 09/09/2023 | 1.04 | 1.09 |
| 37 | 09/10/2023 - 09/16/2023 | 1.04 | 1.09 |
| 38 | 09/17/2023 - 09/23/2023 | 1.03 | 1.08 |
| 39 | 09/24/2023 - 09/30/2023 | 1.02 | 1.07 |
| 40 | 10/01/2023 - 10/07/2023 | 1.01 | 1.06 |
| 41 | 10/08/2023 - 10/14/2023 | 1.00 | 1.05 |
| 42 | 10/15/2023 - 10/21/2023 | 0.99 | 1.04 |
| 43 | 10/22/2023 - 10/28/2023 | 0.99 | 1.04 |
| 44 | 10/29/2023 - 11/04/2023 | 0.99 | 1.04 |
| 45 | 11/05/2023 - 11/11/2023 | 0.99 | 1.04 |
| 46 | 11/12/2023 - 11/18/2023 | 1.00 | 1.05 |
| 47 | 11/19/2023 - 11/25/2023 | 1.00 | 1.05 |
| 48 | 11/26/2023 - 12/02/2023 | 1.00 | 1.05 |
| 49 | 12/03/2023 - 12/09/2023 | 1.00 | 1.05 |
| 50 | 12/10/2023 - 12/16/2023 | 1.01 | 1.06 |
| 51 | 12/17/2023 - 12/23/2023 | 1.01 | 1.06 |
| 52 | 12/24/2023 - 12/30/2023 | 1.01 | 1.06 |
| 53 | 12/31/2023 - 12/31/2023 | 1.01 | 1.06 |

* PEAK SEASON

09-MAR-2024 18:41:41 830UPD 5_7900_PKSEASON.TXT

# APPENDIX E
## Turning Movement Volume Worksheets

# Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

| | | | | | |
|---|---|---|---|---|---|
| *Intersection #:* | 1 | | *Existing Year:* | 2024 | *TMC Year:* 2024 |
| *Major Street:* | Hand Avenue | E/W | *Buildout Year:* | 2025 | |
| *Minor Street:* | Nova Road | N/S | *Peak Seasonal Factor:* | 0.93 | |
| | | | *Adjustment Factor:* | 1.00 | |
| | | | *Growth Rate:* | 2.00% | |

*AM PHF:* 0.90

*AM Peak Hour Trips:* IN = 39 OUT = 39
*AM Peak Hour Pass-By Trips:* IN = 123 OUT = 123

| Weekday AM Peak Hour | Nova Road | | | | | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 7:30 AM-8:30 AM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 226 | 735 | 66 | 0 | 21 | 655 | 246 | 0 | 145 | 115 | 221 | 0 | 62 | 225 | 41 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 2% | 4% | 0% | 0% | 10% | 3% | 1% | 0% | 2% | 1% | 5% | 0% | 2% | 3% | 5% |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| **Existing (2024)** | **0** | **210** | **684** | **61** | **0** | **20** | **609** | **229** | **0** | **135** | **107** | **206** | **0** | **58** | **209** | **38** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **214** | **698** | **62** | **0** | **20** | **621** | **234** | **0** | **138** | **163** | **210** | **0** | **59** | **267** | **39** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | 75% | | 10% | | | | | 10% | | | | | | |
| *Egress* | | | | | | | | | | | | | | 75% | 10% | |
| Project Trips | 0 | 0 | 29 | 0 | 4 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 29 | 4 | 0 |
| Pass-By Trips? | | | | | Yes | | Yes | | | | | | | Yes | | |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | 50% | | -50% | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | 50% | | |
| Pass-By Trips | 0 | 0 | 0 | 0 | 62 | 0 | -62 | 0 | 0 | 0 | 0 | 0 | 0 | 62 | 0 | 0 |
| **Project Buildout** | **0** | **214** | **727** | **62** | **66** | **20** | **559** | **234** | **0** | **142** | **163** | **210** | **0** | **150** | **271** | **39** |

*PM PHF:* 0.94

*PM Peak Hour Trips:* IN = 34 OUT = 34
*PM Peak Hour Pass-By Trips:* IN = 103 OUT = 103

| Weekday PM Peak Hour | Nova Road | | | | | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 4:30 PM-5:30 PM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 280 | 883 | 68 | 0 | 41 | 828 | 194 | 0 | 301 | 277 | 358 | 0 | 86 | 233 | 54 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 3% | 2% | 3% | 0% | 2% | 2% | 0% | 0% | 1% | 0% | 2% | 0% | 1% | 1% | 0% |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| **Existing (2024)** | **0** | **260** | **821** | **63** | **0** | **38** | **770** | **180** | **0** | **280** | **258** | **333** | **0** | **80** | **217** | **50** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **265** | **837** | **64** | **0** | **39** | **785** | **184** | **0** | **286** | **317** | **340** | **0** | **82** | **275** | **51** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | 75% | | 10% | | | | | 10% | | | | | | |
| *Egress* | | | | | | | | | | | | | | 75% | 10% | |
| Project Trips | 0 | 0 | 26 | 0 | 3 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 26 | 3 | 0 |
| Pass-By Trips? | | | | | Yes | | Yes | | | | | | | Yes | | |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | 50% | | -50% | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | 50% | | |
| Pass-By Trips | 0 | 0 | 0 | 0 | 52 | 0 | -52 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 0 | 0 |
| **Project Buildout** | **0** | **265** | **863** | **64** | **55** | **39** | **733** | **184** | **0** | **289** | **317** | **340** | **0** | **160** | **278** | **51** |

# Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

| | | | | | |
|---|---|---|---|---|---|
| *Intersection #:* | 2 | | *Existing Year:* | 2024 | *TMC Year:* 2024 |
| *Major Street:* | Project Driveway | E/W | *Buildout Year:* | 2025 | |
| *Minor Street:* | Nova Road | N/S | *Peak Seasonal Factor:* | 0.93 | |
| | | | *Adjustment Factor:* | 1.00 | |
| *AM PHF:* | 0.92 | | *Growth Rate:* | 2.00% | |

*AM Peak Hour Trips:* IN = 39 OUT = 39
*AM Peak Hour Pass-By Trips:* IN = 123 OUT = 123

| Weekday AM Peak Hour | Nova Road | | | | | | | | Project Driveway #1 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| - | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 0 | 921 | 0 | 0 | 0 | 922 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 0% | 4% | 0% | 0% | 0% | 3% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| **Existing (2024)** | **0** | **0** | **857** | **0** | **0** | **0** | **857** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| **Background (2025)** | **0** | **0** | **874** | **0** | **0** | **0** | **874** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | | 95% | | | 10% | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | | | 10% |
| Project Trips | 0 | 0 | 0 | 37 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| Pass-By Trips? | | | Yes | Yes | | | | | | | | | | | | Yes |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | -50% | 100% | | | | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | | | 50% |
| Pass-By Trips | 0 | 0 | -61 | 123 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61 |
| **Project Buildout** | **0** | **0** | **813** | **160** | **0** | **0** | **878** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **65** |

*PM PHF:* 0.92

*PM Peak Hour Trips:* IN = 34 OUT = 34
*PM Peak Hour Pass-By Trips:* IN = 103 OUT = 103

| Weekday PM Peak Hour | Nova Road | | | | | | | | Project Driveway #1 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| - | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 0 | 1,238 | 0 | 0 | 0 | 1,063 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 0% | 2% | 0% | 0% | 0% | 2% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| **Existing (2024)** | **0** | **0** | **1,151** | **0** | **0** | **0** | **989** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| **Background (2025)** | **0** | **0** | **1,174** | **0** | **0** | **0** | **1,009** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | | 95% | | | 10% | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | | | 10% |
| Project Trips | 0 | 0 | 0 | 32 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Pass-By Trips? | | | Yes | Yes | | | | | | | | | | | | Yes |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | -50% | 100% | | | | | | | | | | | | |
| *Egress* | | | | | | | | | | | | | | | | 50% |
| Pass-By Trips | 0 | 0 | -51 | 103 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 51 |
| **Project Buildout** | **0** | **0** | **1123** | **135** | **0** | **0** | **1012** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **54** |

# Intersection Development Worksheet

Kimley»Horn
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| | | | | | |
|---|---|---|---|---|---|
| *Intersection #:* | 3 | | *Existing Year:* | 2024 | *TMC Year:* 2024 |
| *Major Street:* | Hand Avenue | E/W | *Buildout Year:* | 2025 | |
| *Minor Street:* | Tomoka Plaza Driv | N/S | *Peak Seasonal Factor:* | 1.06 | |
| | | | *Adjustment Factor:* | 1.00 | |
| | | | *Growth Rate:* | 2.00% | |

*AM PHF:* 0.80

*AM Peak Hour Trips:* IN = 39 OUT = 39
*AM Peak Hour Pass-By Trips:* IN = 123 OUT = 123

| Weekday AM Peak Hour | Tomoka Plaza Driveway | | | | Project Driveway #2 | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 8:00 AM-9:00 AM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 1 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 6 | 0 | 0 |
| Seasonal Factor | | | 1.06 | | | | 1.06 | | | | 1.06 | | | | 1.06 | |
| Heavy Vehicle (%) | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Peak Hour Factor | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 |
| **Existing (2024)** | **0** | **1** | **0** | **6** | **0** | **0** | **0** | **0** | **0** | **0** | **185** | **3** | **0** | **6** | **304** | **0** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **1** | **0** | **6** | **0** | **0** | **0** | **0** | **0** | **0** | **243** | **3** | **0** | **6** | **364** | **0** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | | | | | | | | | | | | 5% |
| *Egress* | | | | | | 5% | | 85% | | | | | | | | |
| Project Trips | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 33 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Pass-By Trips? | | | | | | | | Yes | | | | | | | | |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | | | | | | | | | | | | |
| *Egress* | | | | | | | | 50% | | | | | | | | |
| Pass-By Trips | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 62 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Project Buildout** | **0** | **1** | **0** | **6** | **0** | **2** | **0** | **95** | **0** | **0** | **243** | **3** | **0** | **6** | **364** | **2** |

*PM PHF:* 0.88

*PM Peak Hour Trips:* IN = 34 OUT = 34
*PM Peak Hour Pass-By Trips:* IN = 103 OUT = 103

| Weekday PM Peak Hour | Tomoka Plaza Driveway | | | | Project Driveway #2 | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 4:30 PM-5:30 PM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 11 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 25 | 0 | 0 |
| Seasonal Factor | | | 1.06 | | | | 1.06 | | | | 1.06 | | | | 1.06 | |
| Heavy Vehicle (%) | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Peak Hour Factor | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 |
| **Existing (2024)** | **0** | **12** | **0** | **14** | **0** | **0** | **0** | **0** | **0** | **0** | **352** | **7** | **0** | **27** | **335** | **0** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **12** | **0** | **14** | **0** | **0** | **0** | **0** | **0** | **0** | **413** | **7** | **0** | **28** | **396** | **0** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | | | | | | | | | | | | 5% |
| *Egress* | | | | | | 5% | | 85% | | | | | | | | |
| Project Trips | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Pass-By Trips? | | | | | | | | Yes | | | | | | | | |
| Project Assignment | | | | | | | | | | | | | | | | |
| *Ingress* | | | | | | | | | | | | | | | | |
| *Egress* | | | | | | | | 50% | | | | | | | | |
| Pass-By Trips | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Project Buildout** | **0** | **12** | **0** | **14** | **0** | **2** | **0** | **81** | **0** | **0** | **413** | **7** | **0** | **28** | **396** | **2** |

# Intersection Development Worksheet

Kimley»Horn
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| | | | | | |
|---|---|---|---|---|---|
| *Intersection #:* | 1 | | *Existing Year:* | 2024 | *TMC Year:* 2024 |
| *Major Street:* | Hand Avenue | E/W | *Buildout Year:* | 2025 | |
| *Minor Street:* | Nova Road | N/S | *Peak Seasonal Factor:* | 0.93 | |
| | | | *Adjustment Factor:* | 1.00 | |
| | | | *Growth Rate:* | 2.00% | |

*AM PHF:* 0.90 *AM Peak Hour Trips:* IN = 162 OUT = 162

| Weekday AM Peak Hour | Nova Road | | | | | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 7:30 AM-8:30 AM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 226 | 735 | 66 | 0 | 21 | 655 | 246 | 0 | 145 | 115 | 221 | 0 | 62 | 225 | 41 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 2% | 4% | 0% | 0% | 10% | 3% | 1% | 0% | 2% | 1% | 5% | 0% | 2% | 3% | 5% |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| **Existing (2024)** | **0** | **210** | **684** | **61** | **0** | **20** | **609** | **229** | **0** | **135** | **107** | **206** | **0** | **58** | **209** | **38** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **214** | **698** | **62** | **0** | **20** | **621** | **234** | **0** | **138** | **163** | **210** | **0** | **59** | **267** | **39** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | 75% | | 10% | | | | | 10% | | | | | | |
| *Egress* | | | | | | | | | | | | | | 75% | 10% | |
| Project Trips | 0 | 0 | 122 | 0 | 16 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 122 | 16 | 0 |
| **Project Buildout** | **0** | **214** | **820** | **62** | **16** | **20** | **621** | **234** | **0** | **154** | **163** | **210** | **0** | **181** | **283** | **39** |

*PM PHF:* 0.94 *PM Peak Hour Trips:* IN = 137 OUT = 137

| Weekday PM Peak Hour | Nova Road | | | | | | | | Hand Avenue | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | |
| 4:30 PM-5:30 PM | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| TMC (2024) | 0 | 280 | 883 | 68 | 0 | 41 | 828 | 194 | 0 | 301 | 277 | 358 | 0 | 86 | 233 | 54 |
| Seasonal Factor | | | 0.93 | | | | 0.93 | | | | 0.93 | | | | 0.93 | |
| Heavy Vehicle (%) | 0% | 3% | 2% | 3% | 0% | 2% | 2% | 0% | 0% | 1% | 0% | 2% | 0% | 1% | 1% | 0% |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| **Existing (2024)** | **0** | **260** | **821** | **63** | **0** | **38** | **770** | **180** | **0** | **280** | **258** | **333** | **0** | **80** | **217** | **50** |
| Growth Factor | | | 1.02 | | | | 1.02 | | | | 1.02 | | | | 1.02 | |
| VCTE Vested Trips[1] | | | | | | | | | | | 54 | | | | 54 | |
| **Background (2025)** | **0** | **265** | **837** | **64** | **0** | **39** | **785** | **184** | **0** | **286** | **317** | **340** | **0** | **82** | **275** | **51** |
| **Project Assignment** | | | | | | | | | | | | | | | | |
| *Ingress* | | | 75% | | 10% | | | | | 10% | | | | | | |
| *Egress* | | | | | | | | | | | | | | 75% | 10% | |
| Project Trips | 0 | 0 | 103 | 0 | 14 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 103 | 14 | 0 |
| **Project Buildout** | **0** | **265** | **940** | **64** | **14** | **39** | **785** | **184** | **0** | **300** | **317** | **340** | **0** | **185** | **289** | **51** |

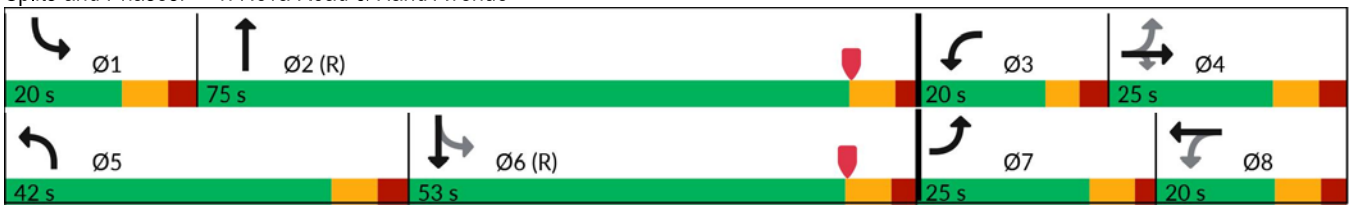
# APPENDIX F
Synchro Outputs

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 135 | 107 | 206 | 58 | 209 | 210 | 684 | 20 | 609 |
| Future Volume (vph) | 135 | 107 | 206 | 58 | 209 | 210 | 684 | 20 | 609 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 25.0 | 25.0 | 25.0 | 20.0 | 20.0 | 42.0 | 75.0 | 20.0 | 53.0 |
| Total Split (%) | 17.9% | 17.9% | 17.9% | 14.3% | 14.3% | 30.0% | 53.6% | 14.3% | 37.9% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 58 (41%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 135 | 107 | 206 | 58 | 209 | 38 | 210 | 684 | 61 | 20 | 609 | 229 |
| Future Volume (veh/h) | 135 | 107 | 206 | 58 | 209 | 38 | 210 | 684 | 61 | 20 | 609 | 229 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1885 | 1826 | 1870 | 1856 | 1826 | 1870 | 1841 | 1900 | 1752 | 1856 | 1885 |
| Adj Flow Rate, veh/h | 150 | 119 | 229 | 64 | 232 | 42 | 233 | 760 | 68 | 22 | 677 | 254 |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| Percent Heavy Veh, % | 2 | 1 | 5 | 2 | 3 | 5 | 2 | 4 | 0 | 10 | 3 | 1 |
| Cap, veh/h | 224 | 256 | 210 | 213 | 267 | 48 | 261 | 2729 | 243 | 386 | 1686 | 622 |
| Arrive On Green | 0.09 | 0.14 | 0.14 | 0.05 | 0.09 | 0.09 | 0.15 | 0.58 | 0.58 | 0.03 | 0.46 | 0.46 |
| Sat Flow, veh/h | 1781 | 1885 | 1547 | 1781 | 2990 | 533 | 1781 | 4698 | 418 | 1668 | 3645 | 1346 |
| Grp Volume(v), veh/h | 150 | 119 | 229 | 64 | 135 | 139 | 233 | 541 | 287 | 22 | 626 | 305 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1885 | 1547 | 1781 | 1763 | 1760 | 1781 | 1675 | 1765 | 1668 | 1689 | 1613 |
| Q Serve(g_s), s | 10.4 | 8.2 | 19.0 | 4.5 | 10.6 | 10.9 | 18.0 | 11.3 | 11.4 | 1.0 | 17.1 | 17.5 |
| Cycle Q Clear(g_c), s | 10.4 | 8.2 | 19.0 | 4.5 | 10.6 | 10.9 | 18.0 | 11.3 | 11.4 | 1.0 | 17.1 | 17.5 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.30 | 1.00 | | 0.24 | 1.00 | | 0.83 |
| Lane Grp Cap(c), veh/h | 224 | 256 | 210 | 213 | 157 | 157 | 261 | 1946 | 1026 | 386 | 1562 | 746 |
| V/C Ratio(X) | 0.67 | 0.46 | 1.09 | 0.30 | 0.86 | 0.88 | 0.89 | 0.28 | 0.28 | 0.06 | 0.40 | 0.41 |
| Avail Cap(c_a), veh/h | 296 | 256 | 210 | 305 | 157 | 157 | 435 | 1946 | 1026 | 485 | 1562 | 746 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 50.7 | 55.8 | 60.5 | 54.3 | 62.9 | 63.0 | 58.7 | 14.7 | 14.7 | 18.4 | 24.8 | 24.9 |
| Incr Delay (d2), s/veh | 3.7 | 1.9 | 87.9 | 0.8 | 35.9 | 40.8 | 12.4 | 0.4 | 0.7 | 0.1 | 0.8 | 1.7 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 8.4 | 7.1 | 19.2 | 3.8 | 10.5 | 11.0 | 13.7 | 7.6 | 8.1 | 0.7 | 11.1 | 11.1 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 54.3 | 57.7 | 148.4 | 55.1 | 98.8 | 103.8 | 71.1 | 15.0 | 15.4 | 18.4 | 25.6 | 26.6 |
| LnGrp LOS | D | E | F | E | F | F | E | B | B | B | C | C |
| Approach Vol, veh/h | | 498 | | | 338 | | | 1061 | | | 953 | |
| Approach Delay, s/veh | | 98.4 | | | 92.6 | | | 27.4 | | | 25.7 | |
| Approach LOS | | F | | | F | | | C | | | C | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 11.7 | 88.6 | 12.8 | 26.8 | 28.3 | 72.1 | 19.3 | 20.3 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 12 | * 68 | 13.6 | 17.2 | 34.2 | 45.7 | 18.2 | * 13 |
| Max Q Clear Time (g_c+I1), s | 3.0 | 13.4 | 6.5 | 21.0 | 20.0 | 19.5 | 12.4 | 12.9 |
| Green Ext Time (p_c), s | 0.0 | 8.8 | 0.1 | 0.0 | 0.5 | 8.8 | 0.2 | 0.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 47.0 |
| HCM 7th LOS | D |

**Notes**

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 0 | 857 | 0 | 0 | 857 |
| Future Vol, veh/h | 0 | 0 | 857 | 0 | 0 | 857 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 3 | 0 |
| Mvmt Flow | 0 | 0 | 932 | 0 | 0 | 932 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 466 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 469 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 469 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | - | - |
| HCM Lane V/C Ratio | - | - | - | - |
| HCM Control Delay (s/veh) | - | - | 0 | - |
| HCM Lane LOS | - | - | A | - |
| HCM 95th %tile Q(veh) | - | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.2 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 0 | 185 | 3 | 6 | 304 | 0 | 1 | 0 | 6 | 0 | 0 | 0 |
| Future Vol, veh/h | 0 | 185 | 3 | 6 | 304 | 0 | 1 | 0 | 6 | 0 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 0 | 231 | 4 | 8 | 380 | 0 | 1 | 0 | 8 | 0 | 0 | 0 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 380 | 0 | 0 | 235 | 0 | 0 | 628 | 628 | 233 | 626 | 630 | 380 |
| Stage 1 | - | - | - | - | - | - | 233 | 233 | - | 395 | 395 | - |
| Stage 2 | - | - | - | - | - | - | 395 | 395 | - | 231 | 235 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1190 | - | - | 1344 | - | - | 398 | 402 | 811 | 399 | 401 | 671 |
| Stage 1 | - | - | - | - | - | - | 774 | 715 | - | 634 | 608 | - |
| Stage 2 | - | - | - | - | - | - | 634 | 608 | - | 776 | 714 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1190 | - | - | 1344 | - | - | 395 | 399 | 811 | 393 | 398 | 671 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 395 | 399 | - | 393 | 398 | - |
| Stage 1 | - | - | - | - | - | - | 774 | 715 | - | 630 | 604 | - |
| Stage 2 | - | - | - | - | - | - | 630 | 604 | - | 769 | 714 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0.15 | 10.17 | 0 |
| HCM LOS | | | B | A |

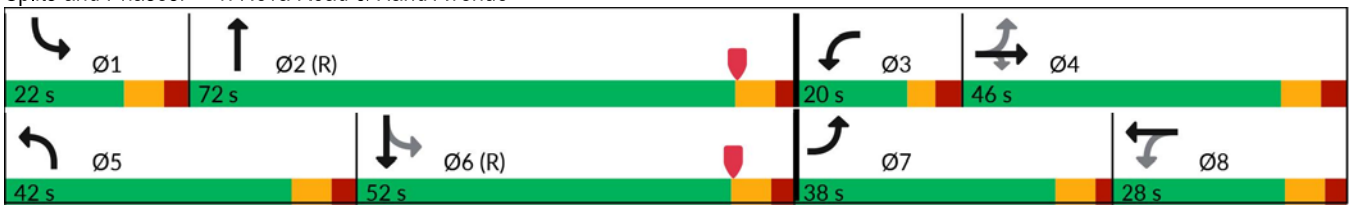
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 705 | 1190 | - | - | 35 | - | - | - |
| HCM Lane V/C Ratio | 0.012 | - | - | - | 0.006 | - | - | - |
| HCM Control Delay (s/veh) | 10.2 | 0 | - | - | 7.7 | 0 | - | 0 |
| HCM Lane LOS | B | A | - | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | - |

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 280 | 258 | 333 | 80 | 217 | 260 | 821 | 38 | 770 |
| Future Volume (vph) | 280 | 258 | 333 | 80 | 217 | 260 | 821 | 38 | 770 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 38.0 | 46.0 | 46.0 | 20.0 | 28.0 | 42.0 | 72.0 | 22.0 | 52.0 |
| Total Split (%) | 23.8% | 28.8% | 28.8% | 12.5% | 17.5% | 26.3% | 45.0% | 13.8% | 32.5% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 45 (28%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 280 | 258 | 333 | 80 | 217 | 50 | 260 | 821 | 63 | 38 | 770 | 180 |
| Future Volume (veh/h) | 280 | 258 | 333 | 80 | 217 | 50 | 260 | 821 | 63 | 38 | 770 | 180 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1885 | 1900 | 1870 | 1885 | 1885 | 1900 | 1856 | 1870 | 1856 | 1870 | 1870 | 1900 |
| Adj Flow Rate, veh/h | 298 | 274 | 354 | 85 | 231 | 53 | 277 | 873 | 67 | 40 | 819 | 191 |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| Percent Heavy Veh, % | 1 | 0 | 2 | 1 | 1 | 0 | 3 | 2 | 3 | 2 | 2 | 0 |
| Cap, veh/h | 382 | 447 | 373 | 224 | 376 | 85 | 300 | 2388 | 183 | 324 | 1490 | 345 |
| Arrive On Green | 0.16 | 0.24 | 0.24 | 0.05 | 0.13 | 0.13 | 0.17 | 0.49 | 0.49 | 0.04 | 0.36 | 0.36 |
| Sat Flow, veh/h | 1795 | 1900 | 1585 | 1795 | 2905 | 654 | 1767 | 4838 | 370 | 1781 | 4143 | 959 |
| Grp Volume(v), veh/h | 298 | 274 | 354 | 85 | 141 | 143 | 277 | 613 | 327 | 40 | 672 | 338 |
| Grp Sat Flow(s),veh/h/ln | 1795 | 1900 | 1585 | 1795 | 1791 | 1768 | 1767 | 1702 | 1804 | 1781 | 1702 | 1698 |
| Q Serve(g_s), s | 22.4 | 20.6 | 35.2 | 6.5 | 11.9 | 12.3 | 24.7 | 17.8 | 17.9 | 2.2 | 25.2 | 25.5 |
| Cycle Q Clear(g_c), s | 22.4 | 20.6 | 35.2 | 6.5 | 11.9 | 12.3 | 24.7 | 17.8 | 17.9 | 2.2 | 25.2 | 25.5 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.37 | 1.00 | | 0.21 | 1.00 | | 0.56 |
| Lane Grp Cap(c), veh/h | 382 | 447 | 373 | 224 | 232 | 229 | 300 | 1681 | 890 | 324 | 1224 | 611 |
| V/C Ratio(X) | 0.78 | 0.61 | 0.95 | 0.38 | 0.61 | 0.63 | 0.92 | 0.37 | 0.37 | 0.12 | 0.55 | 0.55 |
| Avail Cap(c_a), veh/h | 453 | 454 | 378 | 283 | 232 | 229 | 378 | 1681 | 890 | 419 | 1224 | 611 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 48.2 | 54.7 | 60.3 | 56.2 | 65.8 | 66.0 | 65.4 | 25.0 | 25.0 | 29.9 | 40.9 | 41.0 |
| Incr Delay (d2), s/veh | 7.2 | 2.8 | 33.5 | 1.1 | 5.3 | 6.1 | 24.6 | 0.6 | 1.2 | 0.2 | 1.8 | 3.6 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 16.0 | 15.3 | 24.7 | 5.5 | 9.8 | 10.0 | 18.9 | 11.6 | 12.4 | 1.7 | 16.1 | 16.6 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 55.4 | 57.5 | 93.8 | 57.3 | 71.0 | 72.1 | 90.0 | 25.6 | 26.2 | 30.0 | 42.6 | 44.6 |
| LnGrp LOS | E | E | F | E | E | E | F | C | C | C | D | D |
| Approach Vol, veh/h | | 926 | | | 369 | | | 1217 | | | 1050 | |
| Approach Delay, s/veh | | 70.7 | | | 68.3 | | | 40.4 | | | 42.8 | |
| Approach LOS | | E | | | E | | | D | | | D | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 13.5 | 86.3 | 14.8 | 45.4 | 35.0 | 64.8 | 31.7 | 28.5 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 14 | * 65 | 13.6 | 38.2 | 34.2 | 44.7 | 31.2 | * 21 |
| Max Q Clear Time (g_c+I1), s | 4.2 | 19.9 | 8.5 | 37.2 | 26.7 | 27.5 | 24.4 | 14.3 |
| Green Ext Time (p_c), s | 0.0 | 10.1 | 0.1 | 0.4 | 0.5 | 7.8 | 0.5 | 1.1 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 51.9 |
| HCM 7th LOS | D |

Notes

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 0 | 1151 | 0 | 0 | 989 |
| Future Vol, veh/h | 0 | 0 | 1151 | 0 | 0 | 989 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 2 | 0 | 2 | 0 |
| Mvmt Flow | 0 | 0 | 1251 | 0 | 0 | 1075 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 626 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 370 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 370 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | - | - |
| HCM Lane V/C Ratio | - | - | - | - |
| HCM Control Delay (s/veh) | - | - | 0 | - |
| HCM Lane LOS | - | - | A | - |
| HCM 95th %tile Q(veh) | - | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.8 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 0 | 352 | 7 | 27 | 335 | 0 | 12 | 0 | 14 | 0 | 0 | 0 |
| Future Vol, veh/h | 0 | 352 | 7 | 27 | 335 | 0 | 12 | 0 | 14 | 0 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 0 | 400 | 8 | 31 | 381 | 0 | 14 | 0 | 16 | 0 | 0 | 0 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 381 | 0 | 0 | 408 | 0 | 0 | 846 | 846 | 404 | 842 | 850 | 381 |
| Stage 1 | - | - | - | - | - | - | 404 | 404 | - | 442 | 442 | - |
| Stage 2 | - | - | - | - | - | - | 442 | 442 | - | 400 | 408 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1189 | - | - | 1162 | - | - | 284 | 301 | 651 | 286 | 300 | 671 |
| Stage 1 | - | - | - | - | - | - | 627 | 603 | - | 598 | 580 | - |
| Stage 2 | - | - | - | - | - | - | 598 | 580 | - | 630 | 600 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1189 | - | - | 1162 | - | - | 275 | 291 | 651 | 270 | 290 | 671 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 275 | 291 | - | 270 | 290 | - |
| Stage 1 | - | - | - | - | - | - | 627 | 603 | - | 578 | 560 | - |
| Stage 2 | - | - | - | - | - | - | 578 | 560 | - | 615 | 600 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0.61 | 14.74 | 0 |
| HCM LOS | | | B | A |

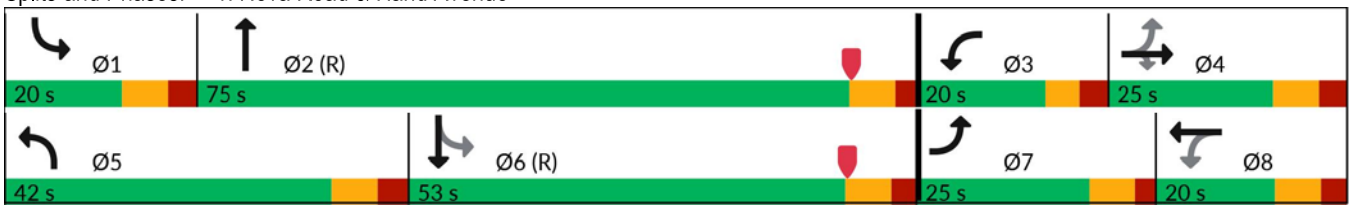
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 399 | 1189 | - | - | 134 | - | - | - |
| HCM Lane V/C Ratio | 0.074 | - | - | - | 0.026 | - | - | - |
| HCM Control Delay (s/veh) | 14.7 | 0 | - | - | 8.2 | 0 | - | 0 |
| HCM Lane LOS | B | A | - | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0.2 | 0 | - | - | 0.1 | - | - | - |

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 138 | 163 | 210 | 59 | 267 | 214 | 698 | 20 | 621 |
| Future Volume (vph) | 138 | 163 | 210 | 59 | 267 | 214 | 698 | 20 | 621 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 25.0 | 25.0 | 25.0 | 20.0 | 20.0 | 42.0 | 75.0 | 20.0 | 53.0 |
| Total Split (%) | 17.9% | 17.9% | 17.9% | 14.3% | 14.3% | 30.0% | 53.6% | 14.3% | 37.9% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 58 (41%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 138 | 163 | 210 | 59 | 267 | 39 | 214 | 698 | 62 | 20 | 621 | 234 |
| Future Volume (veh/h) | 138 | 163 | 210 | 59 | 267 | 39 | 214 | 698 | 62 | 20 | 621 | 234 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1885 | 1826 | 1870 | 1856 | 1826 | 1870 | 1841 | 1900 | 1752 | 1856 | 1885 |
| Adj Flow Rate, veh/h | 153 | 181 | 233 | 66 | 297 | 43 | 238 | 776 | 69 | 22 | 690 | 260 |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| Percent Heavy Veh, % | 2 | 1 | 5 | 2 | 3 | 5 | 2 | 4 | 0 | 10 | 3 | 1 |
| Cap, veh/h | 214 | 258 | 212 | 178 | 276 | 40 | 266 | 2724 | 241 | 379 | 1668 | 619 |
| Arrive On Green | 0.09 | 0.14 | 0.14 | 0.05 | 0.09 | 0.09 | 0.15 | 0.58 | 0.58 | 0.03 | 0.46 | 0.46 |
| Sat Flow, veh/h | 1781 | 1885 | 1547 | 1781 | 3095 | 443 | 1781 | 4700 | 416 | 1668 | 3639 | 1351 |
| Grp Volume(v), veh/h | 153 | 181 | 233 | 66 | 168 | 172 | 238 | 552 | 293 | 22 | 640 | 310 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1885 | 1547 | 1781 | 1763 | 1776 | 1781 | 1675 | 1766 | 1668 | 1689 | 1612 |
| Q Serve(g_s), s | 10.6 | 12.8 | 19.2 | 4.7 | 12.5 | 12.5 | 18.4 | 11.6 | 11.7 | 1.0 | 17.7 | 18.1 |
| Cycle Q Clear(g_c), s | 10.6 | 12.8 | 19.2 | 4.7 | 12.5 | 12.5 | 18.4 | 11.6 | 11.7 | 1.0 | 17.7 | 18.1 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.25 | 1.00 | | 0.24 | 1.00 | | 0.84 |
| Lane Grp Cap(c), veh/h | 214 | 258 | 212 | 178 | 157 | 159 | 266 | 1942 | 1023 | 379 | 1548 | 739 |
| V/C Ratio(X) | 0.72 | 0.70 | 1.10 | 0.37 | 1.07 | 1.09 | 0.90 | 0.28 | 0.29 | 0.06 | 0.41 | 0.42 |
| Avail Cap(c_a), veh/h | 283 | 258 | 212 | 269 | 157 | 159 | 435 | 1942 | 1023 | 478 | 1548 | 739 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 50.5 | 57.7 | 60.4 | 54.5 | 63.8 | 63.8 | 58.5 | 14.8 | 14.8 | 18.7 | 25.3 | 25.4 |
| Incr Delay (d2), s/veh | 5.7 | 9.0 | 90.9 | 1.3 | 90.5 | 96.3 | 13.1 | 0.4 | 0.7 | 0.1 | 0.8 | 1.8 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 8.6 | 10.9 | 19.7 | 3.9 | 15.1 | 15.6 | 14.0 | 7.7 | 8.2 | 0.7 | 11.4 | 11.5 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 56.2 | 66.6 | 151.3 | 55.8 | 154.2 | 160.1 | 71.6 | 15.2 | 15.5 | 18.7 | 26.2 | 27.2 |
| LnGrp LOS | E | E | F | E | F | F | E | B | B | B | C | C |
| Approach Vol, veh/h | | 567 | | | 406 | | | 1083 | | | 972 | |
| Approach Delay, s/veh | | 98.6 | | | 140.7 | | | 27.7 | | | 26.3 | |
| Approach LOS | | F | | | F | | | C | | | C | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 11.7 | 88.4 | 12.9 | 27.0 | 28.7 | 71.5 | 19.5 | 20.3 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 12 | * 68 | 13.6 | 17.2 | 34.2 | 45.7 | 18.2 | * 13 |
| Max Q Clear Time (g_c+I1), s | 3.0 | 13.7 | 6.7 | 21.2 | 20.4 | 20.1 | 12.6 | 14.5 |
| Green Ext Time (p_c), s | 0.0 | 9.0 | 0.1 | 0.0 | 0.5 | 9.0 | 0.2 | 0.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 55.7 |
| HCM 7th LOS | E |

Notes

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 0 | 874 | 0 | 0 | 874 |
| Future Vol, veh/h | 0 | 0 | 874 | 0 | 0 | 874 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 3 | 0 |
| Mvmt Flow | 0 | 0 | 950 | 0 | 0 | 950 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 475 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 463 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 463 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | - | - |
| HCM Lane V/C Ratio | - | - | - | - |
| HCM Control Delay (s/veh) | - | - | 0 | - |
| HCM Lane LOS | - | - | A | - |
| HCM 95th %tile Q(veh) | - | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.2 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 0 | 243 | 3 | 6 | 364 | 0 | 1 | 0 | 6 | 0 | 0 | 0 |
| Future Vol, veh/h | 0 | 243 | 3 | 6 | 364 | 0 | 1 | 0 | 6 | 0 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 0 | 304 | 4 | 8 | 455 | 0 | 1 | 0 | 8 | 0 | 0 | 0 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 455 | 0 | 0 | 308 | 0 | 0 | 776 | 776 | 306 | 774 | 778 | 455 |
| Stage 1 | - | - | - | - | - | - | 306 | 306 | - | 470 | 470 | - |
| Stage 2 | - | - | - | - | - | - | 470 | 470 | - | 304 | 308 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1116 | - | - | 1265 | - | - | 317 | 331 | 739 | 318 | 330 | 609 |
| Stage 1 | - | - | - | - | - | - | 708 | 665 | - | 578 | 563 | - |
| Stage 2 | - | - | - | - | - | - | 578 | 563 | - | 710 | 664 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1116 | - | - | 1265 | - | - | 315 | 328 | 739 | 312 | 328 | 609 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 315 | 328 | - | 312 | 328 | - |
| Stage 1 | - | - | - | - | - | - | 708 | 665 | - | 573 | 559 | - |
| Stage 2 | - | - | - | - | - | - | 573 | 559 | - | 703 | 664 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0.13 | 10.89 | 0 |
| HCM LOS | | | B | A |

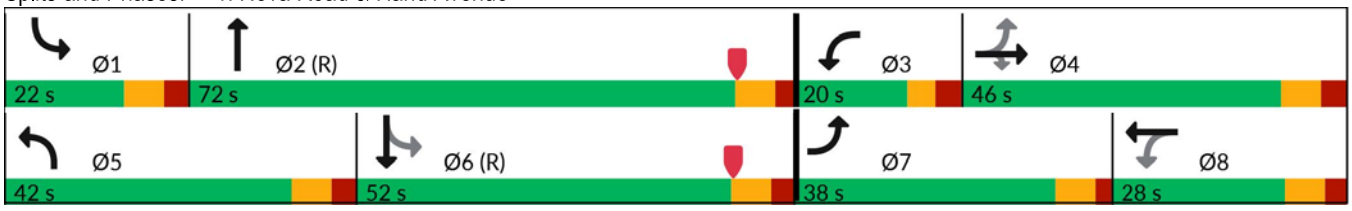
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 620 | 1116 | - | - | 29 | - | - | - |
| HCM Lane V/C Ratio | 0.014 | - | - | - | 0.006 | - | - | - |
| HCM Control Delay (s/veh) | 10.9 | 0 | - | - | 7.9 | 0 | - | 0 |
| HCM Lane LOS | B | A | - | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | - |

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 286 | 317 | 340 | 82 | 275 | 265 | 837 | 39 | 785 |
| Future Volume (vph) | 286 | 317 | 340 | 82 | 275 | 265 | 837 | 39 | 785 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 38.0 | 46.0 | 46.0 | 20.0 | 28.0 | 42.0 | 72.0 | 22.0 | 52.0 |
| Total Split (%) | 23.8% | 28.8% | 28.8% | 12.5% | 17.5% | 26.3% | 45.0% | 13.8% | 32.5% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 45 (28%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 286 | 317 | 340 | 82 | 275 | 51 | 265 | 837 | 64 | 39 | 785 | 184 |
| Future Volume (veh/h) | 286 | 317 | 340 | 82 | 275 | 51 | 265 | 837 | 64 | 39 | 785 | 184 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1885 | 1900 | 1870 | 1885 | 1885 | 1900 | 1856 | 1870 | 1856 | 1870 | 1870 | 1900 |
| Adj Flow Rate, veh/h | 304 | 337 | 362 | 87 | 293 | 54 | 282 | 890 | 68 | 41 | 835 | 196 |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| Percent Heavy Veh, % | 1 | 0 | 2 | 1 | 1 | 0 | 3 | 2 | 3 | 2 | 2 | 0 |
| Cap, veh/h | 367 | 453 | 378 | 197 | 397 | 72 | 305 | 2367 | 180 | 317 | 1459 | 340 |
| Arrive On Green | 0.16 | 0.24 | 0.24 | 0.05 | 0.13 | 0.13 | 0.17 | 0.49 | 0.49 | 0.04 | 0.35 | 0.35 |
| Sat Flow, veh/h | 1795 | 1900 | 1585 | 1795 | 3026 | 551 | 1767 | 4839 | 369 | 1781 | 4136 | 965 |
| Grp Volume(v), veh/h | 304 | 337 | 362 | 87 | 172 | 175 | 282 | 625 | 333 | 41 | 686 | 345 |
| Grp Sat Flow(s),veh/h/ln | 1795 | 1900 | 1585 | 1795 | 1791 | 1786 | 1767 | 1702 | 1804 | 1781 | 1702 | 1697 |
| Q Serve(g_s), s | 22.8 | 26.3 | 36.1 | 6.6 | 14.8 | 15.1 | 25.1 | 18.4 | 18.5 | 2.3 | 26.1 | 26.4 |
| Cycle Q Clear(g_c), s | 22.8 | 26.3 | 36.1 | 6.6 | 14.8 | 15.1 | 25.1 | 18.4 | 18.5 | 2.3 | 26.1 | 26.4 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.31 | 1.00 | | 0.20 | 1.00 | | 0.57 |
| Lane Grp Cap(c), veh/h | 367 | 453 | 378 | 197 | 235 | 235 | 305 | 1665 | 882 | 317 | 1201 | 598 |
| V/C Ratio(X) | 0.83 | 0.74 | 0.96 | 0.44 | 0.73 | 0.75 | 0.93 | 0.38 | 0.38 | 0.13 | 0.57 | 0.58 |
| Avail Cap(c_a), veh/h | 433 | 454 | 378 | 253 | 235 | 235 | 378 | 1665 | 882 | 411 | 1201 | 598 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 48.3 | 56.4 | 60.1 | 56.2 | 66.8 | 66.9 | 65.2 | 25.6 | 25.6 | 30.5 | 42.0 | 42.1 |
| Incr Delay (d2), s/veh | 11.0 | 7.0 | 35.5 | 1.6 | 11.9 | 13.2 | 25.2 | 0.6 | 1.2 | 0.2 | 2.0 | 4.0 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 16.6 | 19.3 | 25.4 | 5.7 | 12.1 | 12.4 | 19.3 | 12.0 | 12.8 | 1.8 | 16.6 | 17.2 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 59.3 | 63.4 | 95.7 | 57.8 | 78.6 | 80.1 | 90.3 | 26.2 | 26.8 | 30.7 | 44.0 | 46.1 |
| LnGrp LOS | E | E | F | E | E | F | F | C | C | C | D | D |
| Approach Vol, veh/h | | 1003 | | | 434 | | | 1240 | | | 1072 | |
| Approach Delay, s/veh | | 73.8 | | | 75.1 | | | 41.0 | | | 44.1 | |
| Approach LOS | | E | | | E | | | D | | | D | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 13.6 | 85.6 | 14.9 | 45.9 | 35.4 | 63.7 | 32.1 | 28.8 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 14 | * 65 | 13.6 | 38.2 | 34.2 | 44.7 | 31.2 | * 21 |
| Max Q Clear Time (g_c+I1), s | 4.3 | 20.5 | 8.6 | 38.1 | 27.1 | 28.4 | 24.8 | 17.1 |
| Green Ext Time (p_c), s | 0.0 | 10.4 | 0.1 | 0.1 | 0.5 | 7.7 | 0.5 | 0.8 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 54.6 |
| HCM 7th LOS | D |

**Notes**

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 0 | 1174 | 0 | 0 | 1009 |
| Future Vol, veh/h | 0 | 0 | 1174 | 0 | 0 | 1009 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 2 | 0 | 2 | 0 |
| Mvmt Flow | 0 | 0 | 1276 | 0 | 0 | 1097 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 638 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 363 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 363 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | - | - |
| HCM Lane V/C Ratio | - | - | - | - |
| HCM Control Delay (s/veh) | - | - | 0 | - |
| HCM Lane LOS | - | - | A | - |
| HCM 95th %tile Q(veh) | - | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.8 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 0 | 413 | 7 | 28 | 396 | 0 | 12 | 0 | 14 | 0 | 0 | 0 |
| Future Vol, veh/h | 0 | 413 | 7 | 28 | 396 | 0 | 12 | 0 | 14 | 0 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 0 | 469 | 8 | 32 | 450 | 0 | 14 | 0 | 16 | 0 | 0 | 0 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 450 | 0 | 0 | 477 | 0 | 0 | 987 | 987 | 473 | 983 | 991 | 450 |
| Stage 1 | - | - | - | - | - | - | 473 | 473 | - | 514 | 514 | - |
| Stage 2 | - | - | - | - | - | - | 514 | 514 | - | 469 | 477 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1121 | - | - | 1095 | - | - | 228 | 249 | 595 | 230 | 248 | 613 |
| Stage 1 | - | - | - | - | - | - | 575 | 562 | - | 547 | 539 | - |
| Stage 2 | - | - | - | - | - | - | 547 | 539 | - | 578 | 559 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1121 | - | - | 1095 | - | - | 220 | 240 | 595 | 215 | 238 | 613 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 220 | 240 | - | 215 | 238 | - |
| Stage 1 | - | - | - | - | - | - | 575 | 562 | - | 526 | 518 | - |
| Stage 2 | - | - | - | - | - | - | 526 | 518 | - | 563 | 559 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 0 | 0.55 | 16.88 | 0 |
| HCM LOS | | | C | A |

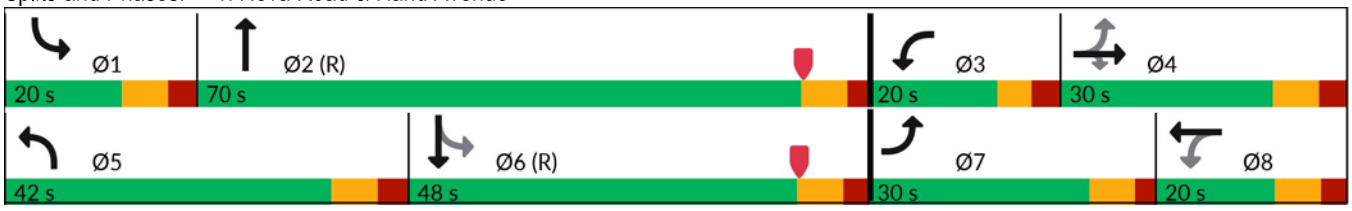
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 333 | 1121 | - | - | 119 | - | - | - |
| HCM Lane V/C Ratio | 0.089 | - | - | - | 0.029 | - | - | - |
| HCM Control Delay (s/veh) | 16.9 | 0 | - | - | 8.4 | 0 | - | 0 |
| HCM Lane LOS | C | A | - | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0.3 | 0 | - | - | 0.1 | - | - | - |

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 138 | 163 | 210 | 59 | 267 | 214 | 698 | 20 | 621 |
| Future Volume (vph) | 138 | 163 | 210 | 59 | 267 | 214 | 698 | 20 | 621 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 30.0 | 30.0 | 30.0 | 20.0 | 20.0 | 42.0 | 70.0 | 20.0 | 48.0 |
| Total Split (%) | 21.4% | 21.4% | 21.4% | 14.3% | 14.3% | 30.0% | 50.0% | 14.3% | 34.3% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 138 | 163 | 210 | 59 | 267 | 39 | 214 | 698 | 62 | 20 | 621 | 234 |
| Future Volume (veh/h) | 138 | 163 | 210 | 59 | 267 | 39 | 214 | 698 | 62 | 20 | 621 | 234 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1885 | 1826 | 1870 | 1856 | 1826 | 1870 | 1841 | 1900 | 1752 | 1856 | 1885 |
| Adj Flow Rate, veh/h | 153 | 181 | 233 | 66 | 297 | 43 | 238 | 776 | 69 | 22 | 690 | 260 |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| Percent Heavy Veh, % | 2 | 1 | 5 | 2 | 3 | 5 | 2 | 4 | 0 | 10 | 3 | 1 |
| Cap, veh/h | 229 | 299 | 245 | 201 | 347 | 50 | 266 | 2622 | 232 | 366 | 1589 | 590 |
| Arrive On Green | 0.09 | 0.16 | 0.16 | 0.05 | 0.11 | 0.11 | 0.15 | 0.56 | 0.56 | 0.03 | 0.44 | 0.44 |
| Sat Flow, veh/h | 1781 | 1885 | 1547 | 1781 | 3095 | 443 | 1781 | 4700 | 416 | 1668 | 3639 | 1351 |
| Grp Volume(v), veh/h | 153 | 181 | 233 | 66 | 168 | 172 | 238 | 552 | 293 | 22 | 640 | 310 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1885 | 1547 | 1781 | 1763 | 1776 | 1781 | 1675 | 1766 | 1668 | 1689 | 1612 |
| Q Serve(g_s), s | 10.3 | 12.5 | 20.9 | 4.5 | 13.1 | 13.3 | 18.4 | 12.2 | 12.3 | 1.0 | 18.4 | 18.8 |
| Cycle Q Clear(g_c), s | 10.3 | 12.5 | 20.9 | 4.5 | 13.1 | 13.3 | 18.4 | 12.2 | 12.3 | 1.0 | 18.4 | 18.8 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.25 | 1.00 | | 0.24 | 1.00 | | 0.84 |
| Lane Grp Cap(c), veh/h | 229 | 299 | 245 | 201 | 198 | 199 | 266 | 1869 | 985 | 366 | 1475 | 704 |
| V/C Ratio(X) | 0.67 | 0.61 | 0.95 | 0.33 | 0.85 | 0.86 | 0.90 | 0.30 | 0.30 | 0.06 | 0.43 | 0.44 |
| Avail Cap(c_a), veh/h | 364 | 299 | 245 | 292 | 198 | 199 | 435 | 1869 | 985 | 465 | 1475 | 704 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 48.2 | 54.8 | 58.3 | 51.6 | 61.0 | 61.1 | 58.5 | 16.4 | 16.4 | 20.3 | 27.4 | 27.5 |
| Incr Delay (d2), s/veh | 3.4 | 4.1 | 43.8 | 0.9 | 28.6 | 31.1 | 13.1 | 0.4 | 0.8 | 0.1 | 0.9 | 2.0 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 8.3 | 10.2 | 16.7 | 3.8 | 12.0 | 12.4 | 14.0 | 8.1 | 8.7 | 0.7 | 11.9 | 11.9 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 51.6 | 58.9 | 102.2 | 52.6 | 89.6 | 92.3 | 71.6 | 16.8 | 17.2 | 20.3 | 28.3 | 29.5 |
| LnGrp LOS | D | E | F | D | F | F | E | B | B | C | C | C |
| Approach Vol, veh/h | | 567 | | | 406 | | | 1083 | | | 972 | |
| Approach Delay, s/veh | | 74.7 | | | 84.7 | | | 28.9 | | | 28.5 | |
| Approach LOS | | E | | | F | | | C | | | C | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 11.7 | 85.4 | 12.9 | 30.0 | 28.7 | 68.4 | 19.4 | 23.5 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 12 | * 63 | 13.6 | 22.2 | 34.2 | 40.7 | 23.2 | * 13 |
| Max Q Clear Time (g_c+I1), s | 3.0 | 14.3 | 6.5 | 22.9 | 20.4 | 20.8 | 12.3 | 15.3 |
| Green Ext Time (p_c), s | 0.0 | 8.9 | 0.1 | 0.0 | 0.5 | 8.0 | 0.3 | 0.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 44.9 |
| HCM 7th LOS | D |

Notes

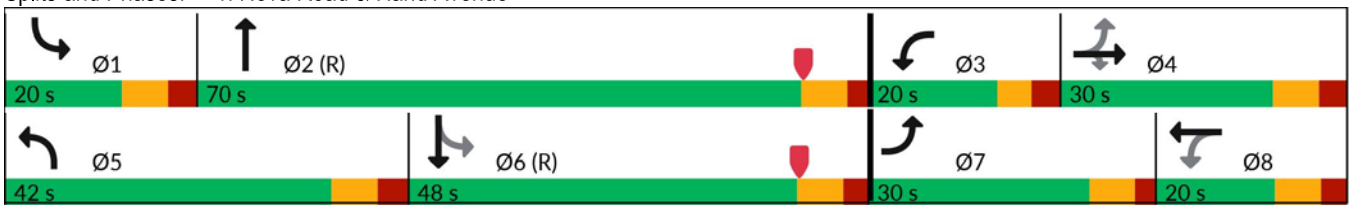
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 140 | 165 | 210 | 150 | 271 | 214 | 723 | 86 | 559 |
| Future Volume (vph) | 140 | 165 | 210 | 150 | 271 | 214 | 723 | 86 | 559 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 30.0 | 30.0 | 30.0 | 20.0 | 20.0 | 42.0 | 70.0 | 20.0 | 48.0 |
| Total Split (%) | 21.4% | 21.4% | 21.4% | 14.3% | 14.3% | 30.0% | 50.0% | 14.3% | 34.3% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 140 | 165 | 210 | 150 | 271 | 39 | 214 | 723 | 66 | 86 | 559 | 234 |
| Future Volume (veh/h) | 140 | 165 | 210 | 150 | 271 | 39 | 214 | 723 | 66 | 86 | 559 | 234 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1885 | 1826 | 1870 | 1856 | 1826 | 1870 | 1841 | 1900 | 1752 | 1856 | 1885 |
| Adj Flow Rate, veh/h | 156 | 183 | 233 | 167 | 301 | 43 | 238 | 803 | 73 | 96 | 621 | 260 |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| Percent Heavy Veh, % | 2 | 1 | 5 | 2 | 3 | 5 | 2 | 4 | 0 | 10 | 3 | 1 |
| Cap, veh/h | 279 | 299 | 245 | 281 | 494 | 70 | 266 | 2308 | 209 | 362 | 1379 | 565 |
| Arrive On Green | 0.09 | 0.16 | 0.16 | 0.09 | 0.16 | 0.16 | 0.15 | 0.49 | 0.49 | 0.05 | 0.39 | 0.39 |
| Sat Flow, veh/h | 1781 | 1885 | 1547 | 1781 | 3101 | 439 | 1781 | 4690 | 424 | 1668 | 3527 | 1446 |
| Grp Volume(v), veh/h | 156 | 183 | 233 | 167 | 170 | 174 | 238 | 572 | 304 | 96 | 594 | 287 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1885 | 1547 | 1781 | 1763 | 1777 | 1781 | 1675 | 1764 | 1668 | 1689 | 1595 |
| Q Serve(g_s), s | 10.1 | 12.7 | 20.9 | 10.9 | 12.5 | 12.8 | 18.4 | 14.7 | 14.8 | 4.8 | 18.2 | 18.7 |
| Cycle Q Clear(g_c), s | 10.1 | 12.7 | 20.9 | 10.9 | 12.5 | 12.8 | 18.4 | 14.7 | 14.8 | 4.8 | 18.2 | 18.7 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.25 | 1.00 | | 0.24 | 1.00 | | 0.91 |
| Lane Grp Cap(c), veh/h | 279 | 299 | 245 | 281 | 281 | 283 | 266 | 1649 | 868 | 362 | 1320 | 624 |
| V/C Ratio(X) | 0.56 | 0.61 | 0.95 | 0.59 | 0.60 | 0.62 | 0.90 | 0.35 | 0.35 | 0.27 | 0.45 | 0.46 |
| Avail Cap(c_a), veh/h | 417 | 299 | 245 | 291 | 281 | 283 | 435 | 1649 | 868 | 427 | 1320 | 624 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 44.2 | 54.9 | 58.3 | 44.1 | 54.7 | 54.9 | 58.5 | 21.8 | 21.8 | 23.3 | 31.5 | 31.7 |
| Incr Delay (d2), s/veh | 1.7 | 4.3 | 43.8 | 3.1 | 4.3 | 4.6 | 13.1 | 0.6 | 1.1 | 0.4 | 1.1 | 2.4 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 8.0 | 10.4 | 16.7 | 8.8 | 10.0 | 10.2 | 14.0 | 9.6 | 10.3 | 3.4 | 11.9 | 11.9 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 45.9 | 59.2 | 102.2 | 47.1 | 59.1 | 59.5 | 71.6 | 22.4 | 22.9 | 23.7 | 32.6 | 34.1 |
| LnGrp LOS | D | E | F | D | E | E | E | C | C | C | C | C |
| Approach Vol, veh/h | | 572 | | | 511 | | | 1114 | | | 977 | |
| Approach Delay, s/veh | | 73.1 | | | 55.3 | | | 33.0 | | | 32.2 | |
| Approach LOS | | E | | | E | | | C | | | C | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 14.5 | 76.2 | 19.3 | 30.0 | 28.7 | 62.0 | 19.2 | 30.1 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 12 | * 63 | 13.6 | 22.2 | 34.2 | 40.7 | 23.2 | * 13 |
| Max Q Clear Time (g_c+I1), s | 6.8 | 16.8 | 12.9 | 22.9 | 20.4 | 20.7 | 12.1 | 14.8 |
| Green Ext Time (p_c), s | 0.1 | 9.3 | 0.0 | 0.0 | 0.5 | 7.4 | 0.3 | 0.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 43.6 |
| HCM 7th LOS | D |

**Notes**

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.5 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 65 | 813 | 88 | 0 | 878 |
| Future Vol, veh/h | 0 | 65 | 813 | 88 | 0 | 878 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 3 | 0 |
| Mvmt Flow | 0 | 71 | 884 | 96 | 0 | 954 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 490 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 453 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 453 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 14.41 | 0 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | 453 | - |
| HCM Lane V/C Ratio | - | - | 0.156 | - |
| HCM Control Delay (s/veh) | - | - | 14.4 | - |
| HCM Lane LOS | - | - | B | - |
| HCM 95th %tile Q(veh) | - | - | 0.5 | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.5 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 72 | 243 | 3 | 6 | 364 | 2 | 1 | 0 | 6 | 2 | 0 | 95 |
| Future Vol, veh/h | 72 | 243 | 3 | 6 | 364 | 2 | 1 | 0 | 6 | 2 | 0 | 95 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | 50 | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 90 | 304 | 4 | 8 | 455 | 3 | 1 | 0 | 8 | 3 | 0 | 119 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 458 | 0 | 0 | 308 | 0 | 0 | 956 | 958 | 306 | 955 | 959 | 456 |
| Stage 1 | - | - | - | - | - | - | 486 | 486 | - | 471 | 471 | - |
| Stage 2 | - | - | - | - | - | - | 470 | 473 | - | 484 | 488 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1114 | - | - | 1265 | - | - | 240 | 259 | 739 | 240 | 259 | 608 |
| Stage 1 | - | - | - | - | - | - | 567 | 555 | - | 577 | 563 | - |
| Stage 2 | - | - | - | - | - | - | 578 | 562 | - | 568 | 553 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1114 | - | - | 1265 | - | - | 176 | 236 | 739 | 217 | 236 | 608 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 176 | 236 | - | 217 | 236 | - |
| Stage 1 | - | - | - | - | - | - | 521 | 510 | - | 572 | 558 | - |
| Stage 2 | - | - | - | - | - | - | 461 | 558 | - | 517 | 509 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 1.93 | 0.13 | 12.22 | 12.73 |
| HCM LOS | | | B | B |

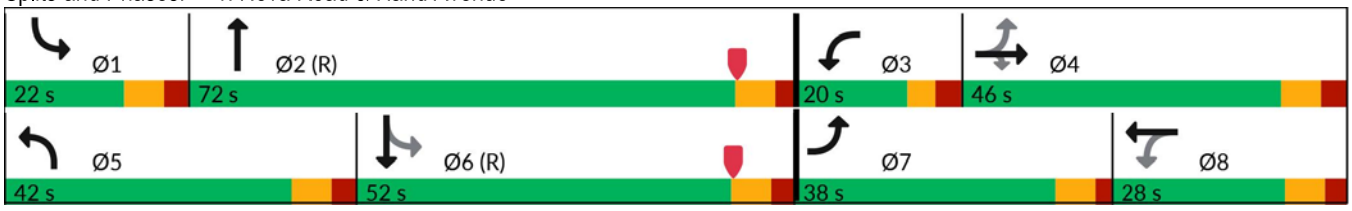
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 507 | 1114 | - | - | 29 | - | - | 587 |
| HCM Lane V/C Ratio | 0.017 | 0.081 | - | - | 0.006 | - | - | 0.207 |
| HCM Control Delay (s/veh) | 12.2 | 8.5 | - | - | 7.9 | 0 | - | 12.7 |
| HCM Lane LOS | B | A | - | - | A | A | - | B |
| HCM 95th %tile Q(veh) | 0.1 | 0.3 | - | - | 0 | - | - | 0.8 |

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 288 | 319 | 340 | 160 | 278 | 265 | 859 | 94 | 733 |
| Future Volume (vph) | 288 | 319 | 340 | 160 | 278 | 265 | 859 | 94 | 733 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 38.0 | 46.0 | 46.0 | 20.0 | 28.0 | 42.0 | 72.0 | 22.0 | 52.0 |
| Total Split (%) | 23.8% | 28.8% | 28.8% | 12.5% | 17.5% | 26.3% | 45.0% | 13.8% | 32.5% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 45 (28%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 288 | 319 | 340 | 160 | 278 | 51 | 265 | 859 | 67 | 94 | 733 | 184 |
| Future Volume (veh/h) | 288 | 319 | 340 | 160 | 278 | 51 | 265 | 859 | 67 | 94 | 733 | 184 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1885 | 1900 | 1870 | 1885 | 1885 | 1900 | 1856 | 1870 | 1856 | 1870 | 1870 | 1900 |
| Adj Flow Rate, veh/h | 306 | 339 | 362 | 170 | 296 | 54 | 282 | 914 | 71 | 100 | 780 | 196 |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| Percent Heavy Veh, % | 1 | 0 | 2 | 1 | 1 | 0 | 3 | 2 | 3 | 2 | 2 | 0 |
| Cap, veh/h | 399 | 453 | 378 | 252 | 510 | 92 | 305 | 2147 | 166 | 313 | 1309 | 326 |
| Arrive On Green | 0.15 | 0.24 | 0.24 | 0.09 | 0.17 | 0.17 | 0.17 | 0.44 | 0.44 | 0.05 | 0.32 | 0.32 |
| Sat Flow, veh/h | 1795 | 1900 | 1585 | 1795 | 3032 | 546 | 1767 | 4833 | 374 | 1781 | 4076 | 1015 |
| Grp Volume(v), veh/h | 306 | 339 | 362 | 170 | 173 | 177 | 282 | 643 | 342 | 100 | 650 | 326 |
| Grp Sat Flow(s),veh/h/ln | 1795 | 1900 | 1585 | 1795 | 1791 | 1787 | 1767 | 1702 | 1803 | 1781 | 1702 | 1688 |
| Q Serve(g_s), s | 21.9 | 26.5 | 36.1 | 12.5 | 14.3 | 14.6 | 25.1 | 20.7 | 20.8 | 6.0 | 25.6 | 26.0 |
| Cycle Q Clear(g_c), s | 21.9 | 26.5 | 36.1 | 12.5 | 14.3 | 14.6 | 25.1 | 20.7 | 20.8 | 6.0 | 25.6 | 26.0 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.31 | 1.00 | | 0.21 | 1.00 | | 0.60 |
| Lane Grp Cap(c), veh/h | 399 | 453 | 378 | 252 | 301 | 300 | 305 | 1512 | 801 | 313 | 1093 | 542 |
| V/C Ratio(X) | 0.77 | 0.75 | 0.96 | 0.67 | 0.58 | 0.59 | 0.93 | 0.43 | 0.43 | 0.32 | 0.59 | 0.60 |
| Avail Cap(c_a), veh/h | 475 | 454 | 378 | 252 | 301 | 300 | 378 | 1512 | 801 | 384 | 1093 | 542 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 44.1 | 56.5 | 60.1 | 50.2 | 61.3 | 61.4 | 65.2 | 30.5 | 30.5 | 33.5 | 45.6 | 45.7 |
| Incr Delay (d2), s/veh | 6.2 | 7.2 | 35.5 | 6.9 | 3.3 | 3.6 | 25.2 | 0.9 | 1.7 | 0.6 | 2.4 | 4.9 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 15.6 | 19.4 | 25.4 | 10.3 | 11.2 | 11.4 | 19.3 | 13.4 | 14.3 | 4.7 | 16.5 | 17.0 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 50.3 | 63.7 | 95.7 | 57.1 | 64.6 | 65.1 | 90.3 | 31.3 | 32.2 | 34.1 | 48.0 | 50.6 |
| LnGrp LOS | D | E | F | E | E | E | F | C | C | C | D | D |
| Approach Vol, veh/h | | 1007 | | | 520 | | | 1267 | | | 1076 | |
| Approach Delay, s/veh | | 71.1 | | | 62.3 | | | 44.7 | | | 47.5 | |
| Approach LOS | | E | | | E | | | D | | | D | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 15.7 | 78.4 | 20.0 | 45.9 | 35.4 | 58.7 | 31.2 | 34.7 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 14 | * 65 | 13.6 | 38.2 | 34.2 | 44.7 | 31.2 | * 21 |
| Max Q Clear Time (g_c+I1), s | 8.0 | 22.8 | 14.5 | 38.1 | 27.1 | 28.0 | 23.9 | 16.6 |
| Green Ext Time (p_c), s | 0.1 | 10.7 | 0.0 | 0.1 | 0.5 | 7.4 | 0.5 | 1.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 54.7 |
| HCM 7th LOS | D |

Notes

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.4 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 54 | 1123 | 75 | 0 | 1012 |
| Future Vol, veh/h | 0 | 54 | 1123 | 75 | 0 | 1012 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 2 | 0 | 2 | 0 |
| Mvmt Flow | 0 | 59 | 1221 | 82 | 0 | 1100 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | - | 651 | 0 | 0 | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | 7.1 | - | - | - | - |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | 3.9 | - | - | - | - |
| Pot Cap-1 Maneuver | 0 | 356 | - | - | 0 | - |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | - | 356 | - | - | - | - |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s/v | 17.09 | 0 | 0 |
| HCM LOS | C | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBT |
|---|---|---|---|---|
| Capacity (veh/h) | - | - | 356 | - |
| HCM Lane V/C Ratio | - | - | 0.165 | - |
| HCM Control Delay (s/veh) | - | - | 17.1 | - |
| HCM Lane LOS | - | - | C | - |
| HCM 95th %tile Q(veh) | - | - | 0.6 | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.4 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Vol, veh/h | 61 | 413 | 7 | 28 | 396 | 1 | 12 | 0 | 14 | 2 | 0 | 81 |
| Future Vol, veh/h | 61 | 413 | 7 | 28 | 396 | 1 | 12 | 0 | 14 | 2 | 0 | 81 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | 50 | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 |
| Heavy Vehicles, % | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mvmt Flow | 69 | 469 | 8 | 32 | 450 | 1 | 14 | 0 | 16 | 2 | 0 | 92 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 451 | 0 | 0 | 477 | 0 | 0 | 1126 | 1127 | 473 | 1122 | 1130 | 451 |
| Stage 1 | - | - | - | - | - | - | 612 | 612 | - | 514 | 514 | - |
| Stage 2 | - | - | - | - | - | - | 514 | 515 | - | 608 | 616 | - |
| Critical Hdwy | 4.1 | - | - | 4.1 | - | - | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.1 | 5.5 | - | 6.1 | 5.5 | - |
| Follow-up Hdwy | 2.2 | - | - | 2.2 | - | - | 3.5 | 4 | 3.3 | 3.5 | 4 | 3.3 |
| Pot Cap-1 Maneuver | 1120 | - | - | 1090 | - | - | 169 | 186 | 674 | 170 | 185 | 613 |
| Stage 1 | - | - | - | - | - | - | 516 | 491 | - | 547 | 539 | - |
| Stage 2 | - | - | - | - | - | - | 547 | 538 | - | 519 | 488 | - |
| Platoon blocked, % | | - | - | 0 | - | - | 0 | 0 | 0 | 0 | 0 | |
| Mov Cap-1 Maneuver | 1120 | - | - | 1090 | - | - | 130 | 167 | 674 | 150 | 166 | 613 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 130 | 167 | - | 150 | 166 | - |
| Stage 1 | - | - | - | - | - | - | 484 | 460 | - | 526 | 518 | - |
| Stage 2 | - | - | - | - | - | - | 447 | 517 | - | 475 | 458 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s/v | 1.07 | 0.55 | 23 | 12.56 |
| HCM LOS | | | C | B |

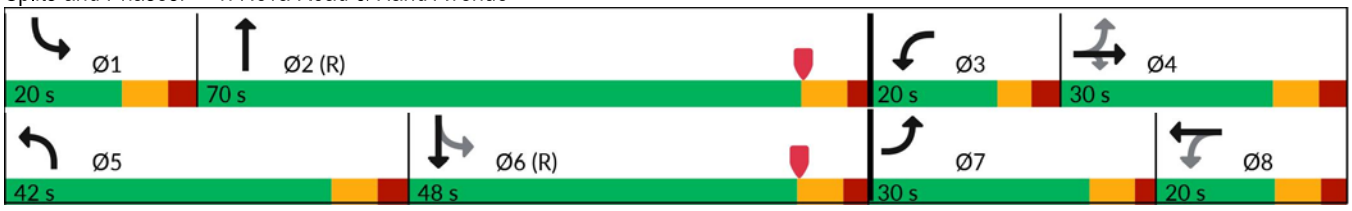
| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 229 | 1120 | - | - | 119 | - | - | 570 |
| HCM Lane V/C Ratio | 0.129 | 0.062 | - | - | 0.029 | - | - | 0.165 |
| HCM Control Delay (s/veh) | 23 | 8.4 | - | - | 8.4 | 0 | - | 12.6 |
| HCM Lane LOS | C | A | - | - | A | A | - | B |
| HCM 95th %tile Q(veh) | 0.4 | 0.2 | - | - | 0.1 | - | - | 0.6 |

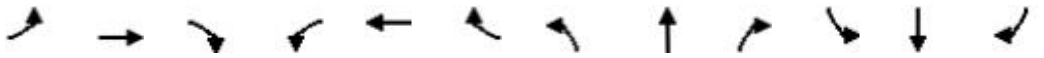
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 154 | 163 | 210 | 181 | 283 | 214 | 820 | 36 | 621 |
| Future Volume (vph) | 154 | 163 | 210 | 181 | 283 | 214 | 820 | 36 | 621 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 30.0 | 30.0 | 30.0 | 20.0 | 20.0 | 42.0 | 70.0 | 20.0 | 48.0 |
| Total Split (%) | 21.4% | 21.4% | 21.4% | 14.3% | 14.3% | 30.0% | 50.0% | 14.3% | 34.3% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue





| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 154 | 163 | 210 | 181 | 283 | 39 | 214 | 820 | 62 | 36 | 621 | 234 |
| Future Volume (veh/h) | 154 | 163 | 210 | 181 | 283 | 39 | 214 | 820 | 62 | 36 | 621 | 234 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1885 | 1826 | 1870 | 1856 | 1826 | 1870 | 1841 | 1900 | 1752 | 1856 | 1885 |
| Adj Flow Rate, veh/h | 171 | 181 | 233 | 201 | 314 | 43 | 238 | 911 | 69 | 40 | 690 | 260 |
| Peak Hour Factor | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| Percent Heavy Veh, % | 2 | 1 | 5 | 2 | 3 | 5 | 2 | 4 | 0 | 10 | 3 | 1 |
| Cap, veh/h | 285 | 299 | 245 | 292 | 491 | 67 | 266 | 2365 | 179 | 320 | 1404 | 521 |
| Arrive On Green | 0.10 | 0.16 | 0.16 | 0.10 | 0.16 | 0.16 | 0.15 | 0.50 | 0.50 | 0.04 | 0.39 | 0.39 |
| Sat Flow, veh/h | 1781 | 1885 | 1547 | 1781 | 3119 | 423 | 1781 | 4766 | 360 | 1668 | 3639 | 1351 |
| Grp Volume(v), veh/h | 171 | 181 | 233 | 201 | 176 | 181 | 238 | 640 | 340 | 40 | 640 | 310 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1885 | 1547 | 1781 | 1763 | 1779 | 1781 | 1675 | 1776 | 1668 | 1689 | 1612 |
| Q Serve(g_s), s | 11.1 | 12.5 | 20.9 | 13.3 | 13.1 | 13.3 | 18.4 | 16.6 | 16.7 | 2.0 | 20.1 | 20.5 |
| Cycle Q Clear(g_c), s | 11.1 | 12.5 | 20.9 | 13.3 | 13.1 | 13.3 | 18.4 | 16.6 | 16.7 | 2.0 | 20.1 | 20.5 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.24 | 1.00 | | 0.20 | 1.00 | | 0.84 |
| Lane Grp Cap(c), veh/h | 285 | 299 | 245 | 292 | 277 | 280 | 266 | 1663 | 881 | 320 | 1303 | 622 |
| V/C Ratio(X) | 0.60 | 0.61 | 0.95 | 0.69 | 0.64 | 0.65 | 0.90 | 0.38 | 0.39 | 0.13 | 0.49 | 0.50 |
| Avail Cap(c_a), veh/h | 410 | 299 | 245 | 292 | 277 | 280 | 435 | 1663 | 881 | 401 | 1303 | 622 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 44.0 | 54.8 | 58.3 | 44.5 | 55.2 | 55.3 | 58.5 | 22.0 | 22.0 | 23.7 | 32.6 | 32.7 |
| Incr Delay (d2), s/veh | 2.0 | 4.1 | 43.8 | 6.7 | 5.4 | 5.8 | 13.1 | 0.7 | 1.3 | 0.2 | 1.3 | 2.8 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 8.6 | 10.2 | 16.7 | 10.7 | 10.4 | 10.7 | 14.0 | 10.7 | 11.4 | 1.4 | 13.0 | 13.0 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 46.0 | 58.9 | 102.2 | 51.2 | 60.7 | 61.1 | 71.6 | 22.6 | 23.3 | 23.9 | 33.9 | 35.6 |
| LnGrp LOS | D | E | F | D | E | E | E | C | C | C | C | D |
| Approach Vol, veh/h | | 585 | | | 558 | | | 1218 | | | 990 | |
| Approach Delay, s/veh | | 72.4 | | | 57.4 | | | 32.4 | | | 34.0 | |
| Approach LOS | | E | | | E | | | C | | | C | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 13.2 | 76.8 | 20.0 | 30.0 | 28.7 | 61.3 | 20.2 | 29.8 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 12 | * 63 | 13.6 | 22.2 | 34.2 | 40.7 | 23.2 | * 13 |
| Max Q Clear Time (g_c+I1), s | 4.0 | 18.7 | 15.3 | 22.9 | 20.4 | 22.5 | 13.1 | 15.3 |
| Green Ext Time (p_c), s | 0.0 | 10.7 | 0.0 | 0.0 | 0.5 | 7.6 | 0.3 | 0.0 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 44.0 |
| HCM 7th LOS | D |

**Notes**

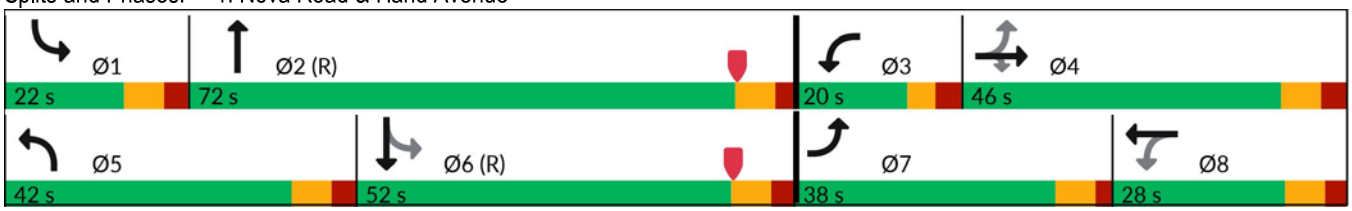
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | SBL | SBT |
|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | |
| Traffic Volume (vph) | 300 | 317 | 340 | 185 | 289 | 265 | 940 | 53 | 785 |
| Future Volume (vph) | 300 | 317 | 340 | 185 | 289 | 265 | 940 | 53 | 785 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Prot | NA | pm+pt | NA |
| Protected Phases | 7 | 4 | | 3 | 8 | 5 | 2 | 1 | 6 |
| Permitted Phases | 4 | | 4 | 8 | | | | 6 | |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 1 | 6 |
| Switch Phase | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 15.0 | 7.0 | 14.7 |
| Minimum Split (s) | 14.8 | 14.8 | 14.8 | 13.4 | 14.5 | 14.8 | 21.8 | 14.7 | 22.3 |
| Total Split (s) | 38.0 | 46.0 | 46.0 | 20.0 | 28.0 | 42.0 | 72.0 | 22.0 | 52.0 |
| Total Split (%) | 23.8% | 28.8% | 28.8% | 12.5% | 17.5% | 26.3% | 45.0% | 13.8% | 32.5% |
| Yellow Time (s) | 4.8 | 4.8 | 4.8 | 3.4 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| All-Red Time (s) | 2.0 | 3.0 | 3.0 | 3.0 | 2.7 | 3.0 | 2.0 | 2.9 | 2.5 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.8 | 7.8 | 7.8 | 6.4 | 7.5 | 7.8 | 6.8 | 7.7 | 7.3 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | None | C-Max |

**Intersection Summary**

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 45 (28%), Referenced to phase 2:NBT and 6:SBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 1: Nova Road & Hand Avenue



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (veh/h) | 300 | 317 | 340 | 185 | 289 | 51 | 265 | 940 | 64 | 53 | 785 | 184 |
| Future Volume (veh/h) | 300 | 317 | 340 | 185 | 289 | 51 | 265 | 940 | 64 | 53 | 785 | 184 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lane Width Adj. | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1885 | 1900 | 1870 | 1885 | 1885 | 1900 | 1856 | 1870 | 1856 | 1870 | 1870 | 1900 |
| Adj Flow Rate, veh/h | 319 | 337 | 362 | 197 | 307 | 54 | 282 | 1000 | 68 | 56 | 835 | 196 |
| Peak Hour Factor | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| Percent Heavy Veh, % | 1 | 0 | 2 | 1 | 1 | 0 | 3 | 2 | 3 | 2 | 2 | 0 |
| Cap, veh/h | 400 | 453 | 378 | 253 | 492 | 85 | 305 | 2217 | 151 | 282 | 1328 | 310 |
| Arrive On Green | 0.16 | 0.24 | 0.24 | 0.09 | 0.16 | 0.16 | 0.17 | 0.45 | 0.45 | 0.04 | 0.32 | 0.32 |
| Sat Flow, veh/h | 1795 | 1900 | 1585 | 1795 | 3050 | 530 | 1767 | 4883 | 332 | 1781 | 4136 | 965 |
| Grp Volume(v), veh/h | 319 | 337 | 362 | 197 | 179 | 182 | 282 | 697 | 371 | 56 | 686 | 345 |
| Grp Sat Flow(s),veh/h/ln | 1795 | 1900 | 1585 | 1795 | 1791 | 1790 | 1767 | 1702 | 1811 | 1781 | 1702 | 1697 |
| Q Serve(g_s), s | 23.0 | 26.3 | 36.1 | 13.6 | 14.9 | 15.2 | 25.1 | 22.5 | 22.5 | 3.3 | 27.4 | 27.7 |
| Cycle Q Clear(g_c), s | 23.0 | 26.3 | 36.1 | 13.6 | 14.9 | 15.2 | 25.1 | 22.5 | 22.5 | 3.3 | 27.4 | 27.7 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.30 | 1.00 | | 0.18 | 1.00 | | 0.57 |
| Lane Grp Cap(c), veh/h | 400 | 453 | 378 | 253 | 289 | 288 | 305 | 1546 | 822 | 282 | 1093 | 545 |
| V/C Ratio(X) | 0.80 | 0.74 | 0.96 | 0.78 | 0.62 | 0.63 | 0.93 | 0.45 | 0.45 | 0.20 | 0.63 | 0.63 |
| Avail Cap(c_a), veh/h | 463 | 454 | 378 | 253 | 289 | 288 | 378 | 1546 | 822 | 370 | 1093 | 545 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 44.6 | 56.4 | 60.1 | 53.2 | 62.5 | 62.7 | 65.2 | 30.0 | 30.0 | 33.7 | 46.2 | 46.3 |
| Incr Delay (d2), s/veh | 8.4 | 7.0 | 35.5 | 14.2 | 4.7 | 5.1 | 25.2 | 1.0 | 1.8 | 0.3 | 2.7 | 5.5 |
| Initial Q Delay(d3), s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(95%),veh/ln | 16.5 | 19.3 | 25.4 | 3.7 | 11.7 | 11.9 | 19.3 | 14.3 | 15.3 | 2.6 | 17.5 | 18.1 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d), s/veh | 52.9 | 63.4 | 95.7 | 67.3 | 67.2 | 67.8 | 90.3 | 30.9 | 31.8 | 34.1 | 48.9 | 51.8 |
| LnGrp LOS | D | E | F | E | E | E | F | C | C | C | D | D |
| Approach Vol, veh/h | | 1018 | | | 558 | | | 1350 | | | 1087 | |
| Approach Delay, s/veh | | 71.6 | | | 67.4 | | | 43.6 | | | 49.1 | |
| Approach LOS | | E | | | E | | | D | | | D | |

| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Phs Duration (G+Y+Rc), s | 14.1 | 79.9 | 20.0 | 45.9 | 35.4 | 58.7 | 32.3 | 33.6 |
| Change Period (Y+Rc), s | * 7.7 | * 7.3 | 6.4 | 7.8 | 7.8 | 7.3 | 6.8 | * 7.8 |
| Max Green Setting (Gmax), s | * 14 | * 65 | 13.6 | 38.2 | 34.2 | 44.7 | 31.2 | * 21 |
| Max Q Clear Time (g_c+I1), s | 5.3 | 24.5 | 15.6 | 38.1 | 27.1 | 29.7 | 25.0 | 17.2 |
| Green Ext Time (p_c), s | 0.1 | 11.8 | 0.0 | 0.1 | 0.5 | 7.3 | 0.5 | 0.9 |

| Intersection Summary | |
|---|---|
| HCM 7th Control Delay, s/veh | 55.5 |
| HCM 7th LOS | E |

**Notes**

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

# APPENDIX G
## ITE Trip Generation Manual Excerpts

# Land Use: 945
# Convenience Store/Gas Station

## Description

A convenience store/gas station is a facility with a co-located convenience store and gas station. The convenience store sells grocery and other everyday items that a person may need or want as a matter of convenience. The gas station sells automotive fuels such as gasoline and diesel.

A convenience store/gas station is typically located along a major thoroughfare to optimize motorist convenience. Extended hours of operation (with many open 24 hours, 7 days a week) are common at these facilities.

The convenience store product mix typically includes pre-packaged grocery items, beverages, dairy products, snack foods, confectionary, tobacco products, over-the-counter drugs, and toiletries. A convenience store may sell alcohol, often limited to beer and wine. Coffee and pre-made sandwiches are also commonly sold at a convenience store. Made-to-order food orders are sometimes offered. Some stores offer limited seating.

The sites in this land use include both self-pump and attendant-pumped fueling positions and both pre-pay and post-pay operations.

Convenience store (Land Use 851), gasoline/service station (Land Use 944), and truck stop (Land Use 950) are related uses.

## Land Use Subcategory

Multiple subcategories were added to this land use to allow for multi-variable evaluation of sites with single-variable data plots. All study sites are assigned to one of three subcategories, based on the number of vehicle fueling positions (VFP) at the site: between 2 and 8 VFP, between 9 and 15 VFP, and between 16 and 24 VFP. For each VFP range subcategory, data plots are presented with GFA as the independent variable for all time periods and trip types for which data are available. The use of both GFA and VFP (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

Further, the study sites were also assigned to one of three other subcategories, based on the gross floor area (GFA) of the convenience store at the site: between 2,000 and 4,000 square feet, between 4,000 and 5,500 square feet, and between 5,500 and 10,000 square feet. For each GFA subcategory range, data plots are presented with VFP as the independent variable for all time periods and trip types for which data are available. The use of both VFP and GFA (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

When analyzing the convenience store/gas station land use with each combination of GFA and VFP values as described above, the two sets of data plots will produce two estimates of site-generated trips. Both values can be considered when determining a site trip generation estimate.

Data plots are also provided for three additional independent variables: AM peak hour traffic on adjacent street, PM peak hour traffic on adjacent street, and employees. These independent variables are intended to be analyzed as single independent variables and do not have sub-categories associated with them. Within the data plots and within the ITETripGen web app, these plots are found under the land use subcategory "none."

## Additional Data

***ITE recognizes there are existing convenience store/gas station sites throughout North America that are larger than the sites presented in the data plots. However, the ITE database does not include any site with more than 24 VFP or any site with gross floor area greater than 10,000 square feet. Submission of trip generation data for larger sites is encouraged.***

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Arkansas, California, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, and Wisconsin.

## Source Numbers

221, 245, 274, 288, 300, 340, 350, 351, 352, 355, 359, 385, 440, 617, 718, 810, 813, 844, 850, 853, 864, 865, 867, 869, 882, 883, 888, 904, 926, 927, 936, 938, 954, 960, 962, 977, 1004, 1024, 1025, 1027, 1052

# Convenience Store/Gas Station - GFA (2-4k) (945)

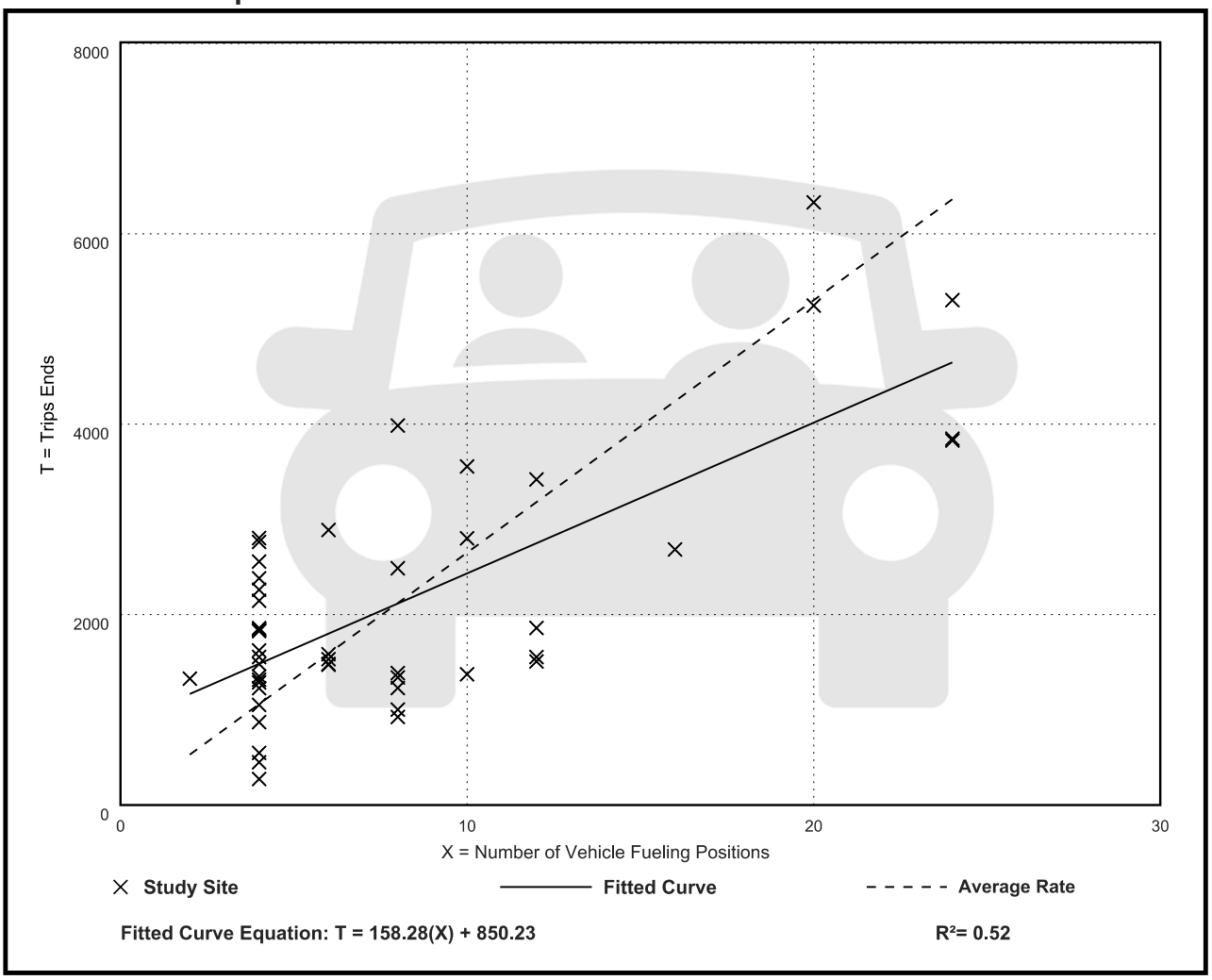
**Vehicle Trip Ends vs: Vehicle Fueling Positions**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 48
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Vehicle Fueling Position

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 265.12 | 68.50 - 701.00 | 142.37 |

## Data Plot and Equation




**Fitted Curve Equation: T = 158.28(X) + 850.23**

**$R^2$= 0.52**

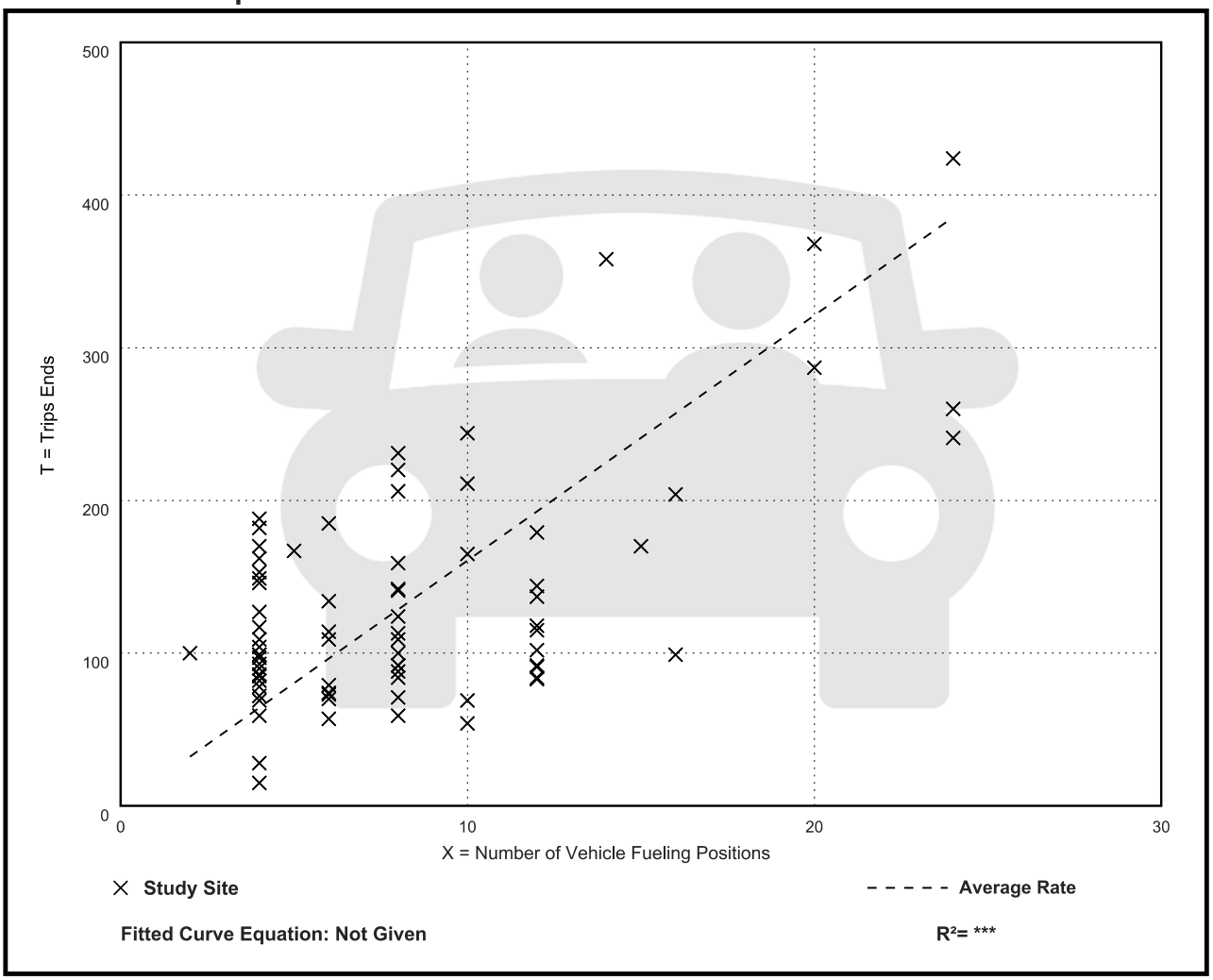
# Convenience Store/Gas Station - GFA (2-4k) (945)

**Vehicle Trip Ends vs: Vehicle Fueling Positions**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 76
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Vehicle Fueling Position

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 16.06 | 3.75 - 50.00 | 8.79 |

## Data Plot and Equation



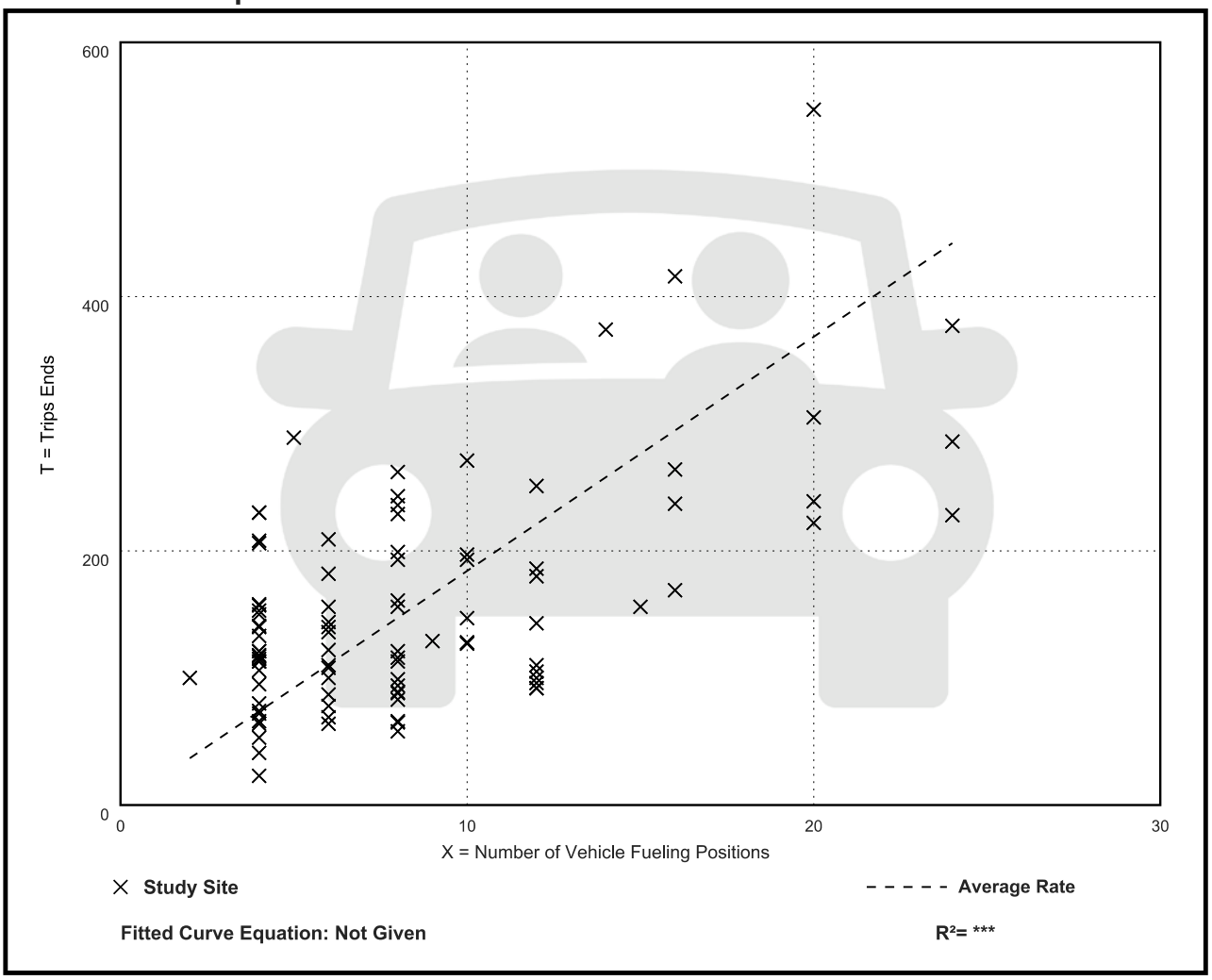
# Convenience Store/Gas Station - GFA (2-4k) (945)

**Vehicle Trip Ends vs: Vehicle Fueling Positions**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 93
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

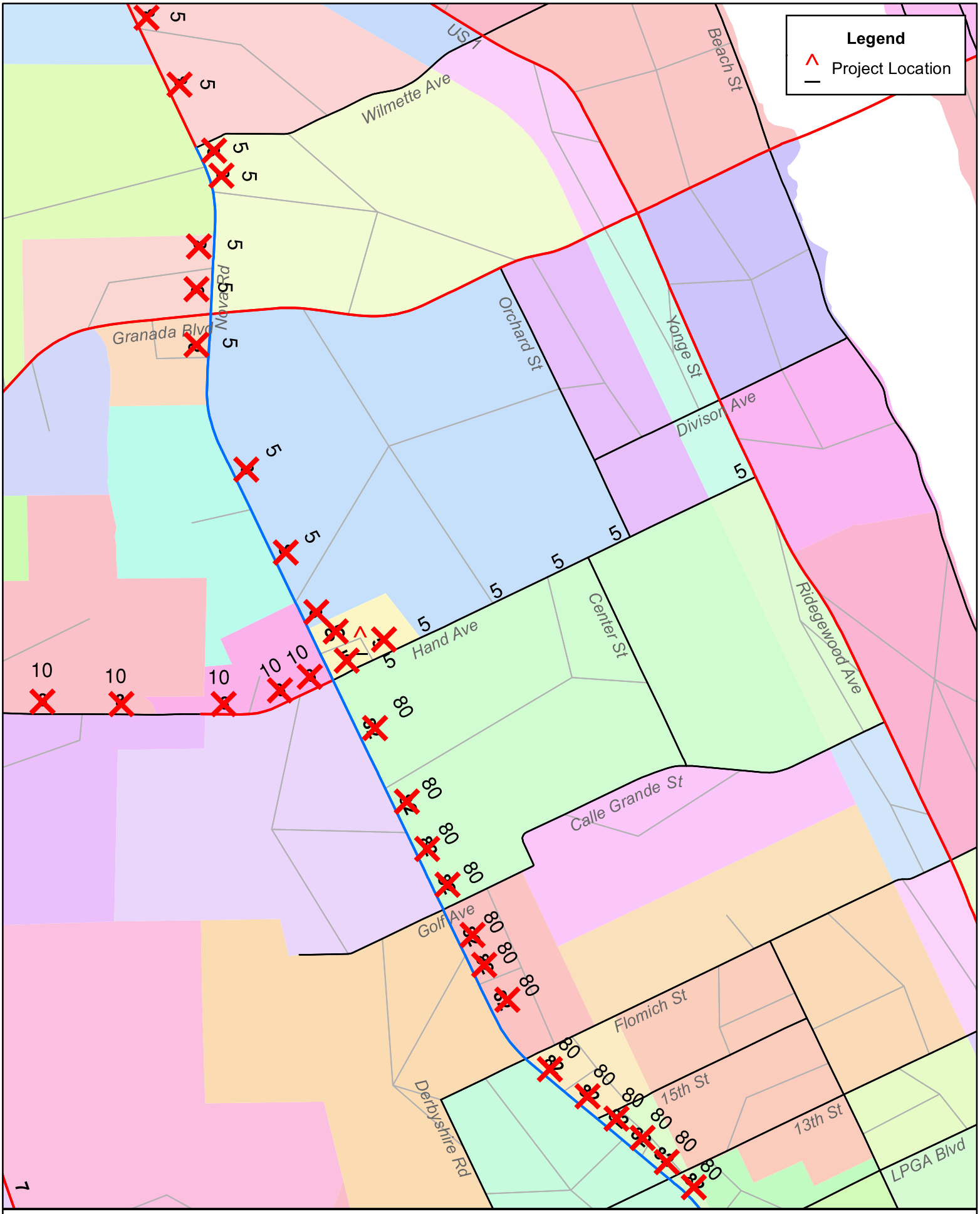
## Vehicle Trip Generation per Vehicle Fueling Position

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 18.42 | 5.75 - 57.80 | 10.16 |

## Data Plot and Equation



# APPENDIX H
CFRPM Model Output




**Project Trip Distribution - Circle K Nova Rd & Hand Ave**
**CFRPMv7 - 2025 - 07/29/2024**

# APPENDIX I

## Growth Rate Calculations and Vested Data

**Growth Rate Determination**

| Roadway From | To | Station # [1] | Time Period Yielding Greatest $R^2$ Value | Regression Analysis (Growth Rate) Used | Trend $R^2$ | Use Upstream/ Downstream Trend Growth Rate? | Trend Growth Rate | Growth Category [2] | | Proposed Growth Rate (prior to vested trip check) [2] | Vested Trips vs. Annual Growth Rate (PM Peak) | | | | Vested Trips > Growth Rate? | Proposed Trend Growth Rate AND/OR Vested Trips [2] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Achieved $R^2$>=0.7 OR Adjacent Trend Growth Rate Used | Unable to Obtain $R^2$>=0.7 | | 2022 Peak Hour Volume [1] | 2025 Background Traffic Peak Hour Volume | Peak Hour Background Growth | | | |
| | | | | | | | | | | | | | Background Volumes Total Growth (from 2022 to 2025) | Vested Trips [3] | | |
| ***SR5A-Nova Road*** | | | | | | | | | | | | | | | | |
| Hand Avenue | SR40/Granada Avenue | 510 | 10 years | Decaying Exp. | 30.86% | Yes | 0.74% | Low to Medium | TRUE | 2.00% | 28,500 | 30,244 | 1,744 | 0 | No | **2% + 0 vested trips** |
| LPGA Blvd | Hand Ave | 528 | 10 years | Decaying Exp. | 14.58% | Yes | 1.08% | Low to Medium | TRUE | 2.00% | 29,000 | 30,775 | 1,775 | 0 | No | **2% + 0 vested trips** |
| ***Hand Avenue*** | | | | | | | | | | | | | | | | |
| SR5A-Nova Road | US1 | 833 | 10 years | Decaying Exp. | 21.76% | Yes | 1.66% | Low to Medium | TRUE | 2.00% | 16,400 | 17,404 | 1,004 | 0 | No | **2% + 0 vested trips** |
| Clyde Morris Blvd | Shangri La Dr | 832 | 10 years | Decaying Exp. | 57.16% | No | 3.77% | Low to Medium | TRUE | 2.00% | 16,100 | 17,085 | 985 | 108 | No | **2% + 108 vested trips** |

*Notes:*

*1. Station numbers and historical AADT information were obtained from Volusia County's 2022 Annual Average Daily Traffic & Historical Counts Document.*

*2. Growth rates were determined based on the 'Volusia County's Segment Growth Rates and Vested Trips Instructions Policy' methodology provided by VCTE.*

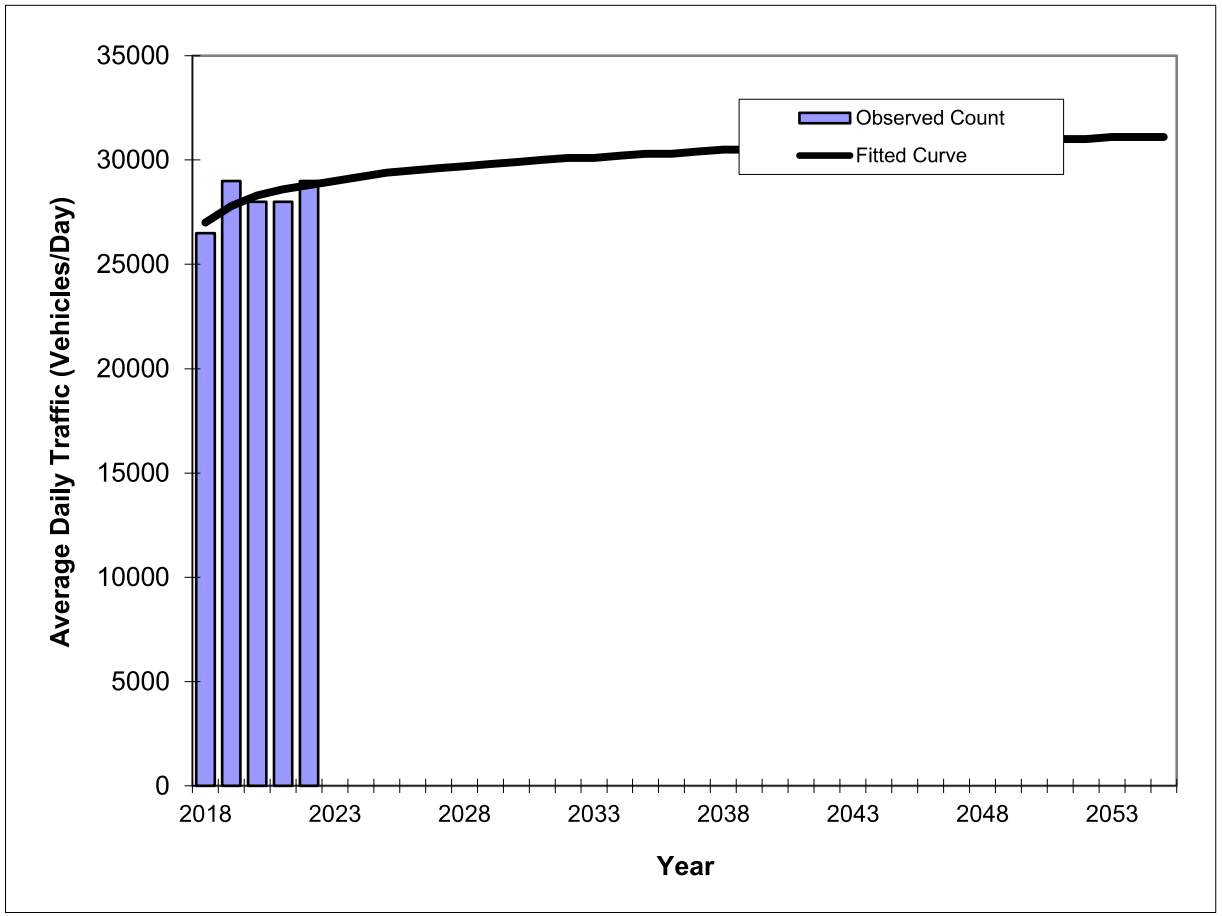
*3. Vested trip were obtained from Volusia County Vested Trip Database on Critical/Non-Critical Roads.*

# Traffic Trends - V03.a

## NOVA RD (NEW) -- from LPGA Blvd to Hand Ave

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 528 |
| **Highway:** | NOVA RD (NEW) |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2018 | 26500 | 27000 |
| 2019 | 29000 | 27800 |
| 2020 | 28000 | 28300 |
| 2021 | 28000 | 28600 |
| 2022 | 29000 | 28800 |
| 2053 Opening Year Trend | | |
| 2053 | N/A | 31100 |
| 2054 Mid-Year Trend | | |
| 2054 | N/A | 31100 |
| 2055 Design Year Trend | | |
| 2055 | N/A | 31100 |
| TRANPLAN Forecasts/Trends | | |

| | |
|---|---|
| **Trend R-squared:** | 49.03% |
| **Compounded Annual Historic Growth Rate:** | 1.63% |
| **Compounded Growth Rate (2022 to Design Year):** | 0.23% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

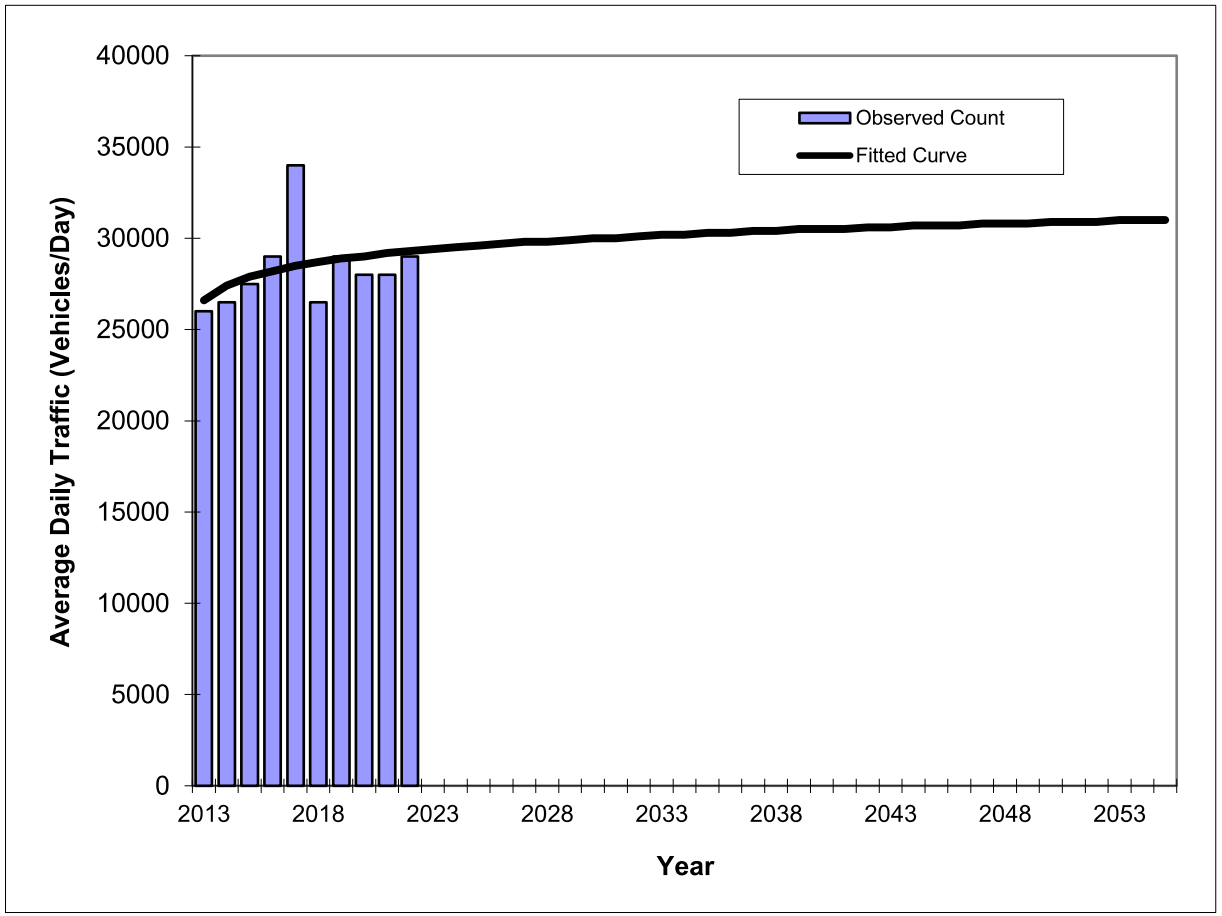
***Axle-Adjusted**

# Traffic Trends - V03.a

## NOVA RD (NEW) -- from LPGA Blvd to Hand Ave

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 528 |
| **Highway:** | NOVA RD (NEW) |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2013 | 26000 | 26600 |
| 2014 | 26500 | 27400 |
| 2015 | 27500 | 27900 |
| 2016 | 29000 | 28200 |
| 2017 | 34000 | 28500 |
| 2018 | 26500 | 28700 |
| 2019 | 29000 | 28900 |
| 2020 | 28000 | 29000 |
| 2021 | 28000 | 29200 |
| 2022 | 29000 | 29300 |
| 2053 Opening Year Trend | | |
| 2053 | N/A | 31000 |
| 2054 Mid-Year Trend | | |
| 2054 | N/A | 31000 |
| 2055 Design Year Trend | | |
| 2055 | N/A | 31000 |
| TRANPLAN Forecasts/Trends | | |

| | |
|---|---|
| **Trend R-squared:** | 14.58% |
| **Compounded Annual Historic Growth Rate:** | 1.08% |
| **Compounded Growth Rate (2022 to Design Year):** | 0.17% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

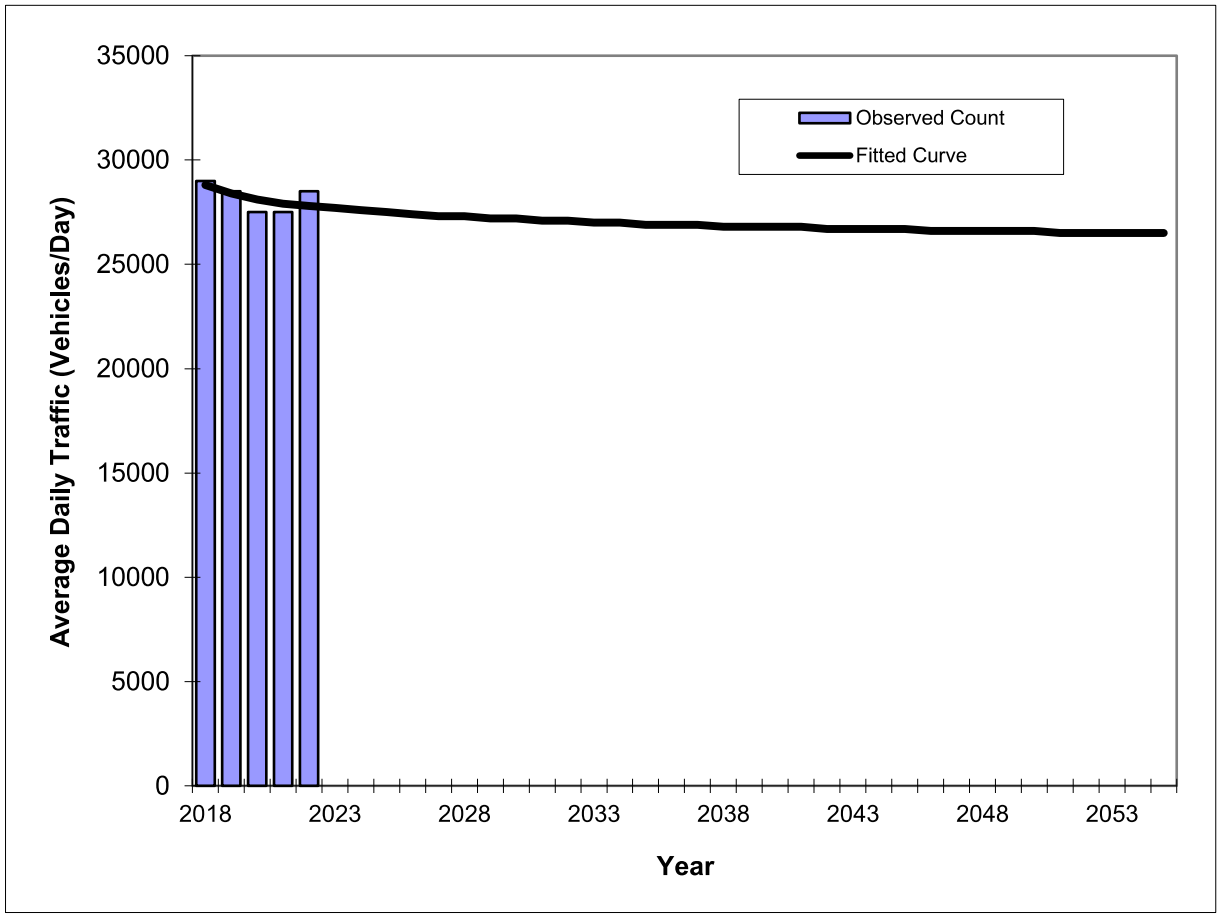
***Axle-Adjusted**

# Traffic Trends - V03.a

## NOVA RD (NEW) -- from Hand Ave to Granada Ave

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 510 |
| **Highway:** | NOVA RD (NEW) |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2018 | 29000 | 28800 |
| 2019 | 28500 | 28400 |
| 2020 | 27500 | 28100 |
| 2021 | 27500 | 27900 |
| 2022 | 28500 | 27800 |
| **2053 Opening Year Trend** | | |
| 2053 | N/A | 26500 |
| **2054 Mid-Year Trend** | | |
| 2054 | N/A | 26500 |
| **2055 Design Year Trend** | | |
| 2055 | N/A | 26500 |
| **TRANPLAN Forecasts/Trends** | | |

| | |
|---|---|
| **Trend R-squared:** | 37.82% |
| **Compounded Annual Historic Growth Rate:** | -0.88% |
| **Compounded Growth Rate (2022 to Design Year):** | -0.15% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

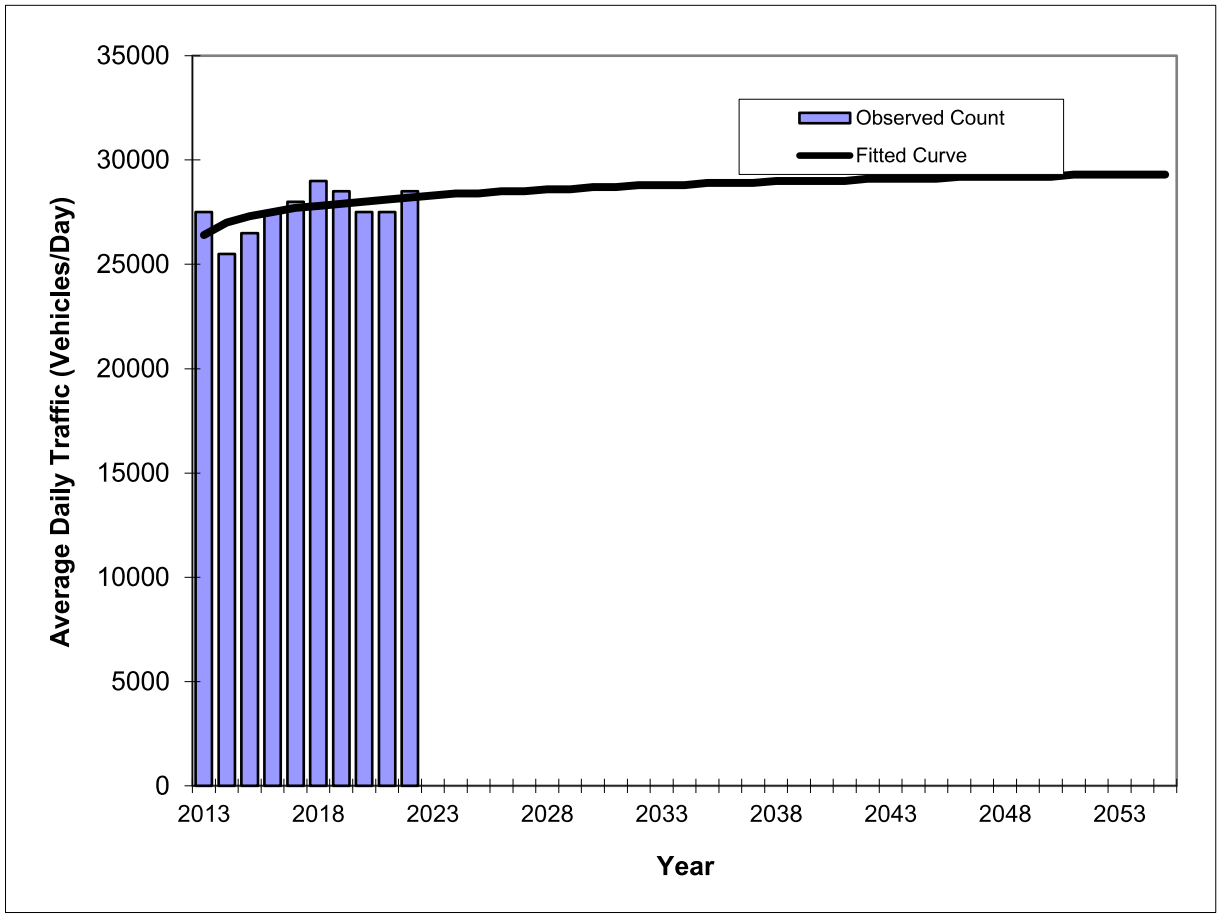
***Axle-Adjusted**

# Traffic Trends - V03.a

## NOVA RD (NEW) -- from Hand Ave to Granada Ave

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 510 |
| **Highway:** | NOVA RD (NEW) |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2013 | 27500 | 26400 |
| 2014 | 25500 | 27000 |
| 2015 | 26500 | 27300 |
| 2016 | 27500 | 27500 |
| 2017 | 28000 | 27700 |
| 2018 | 29000 | 27800 |
| 2019 | 28500 | 27900 |
| 2020 | 27500 | 28000 |
| 2021 | 27500 | 28100 |
| 2022 | 28500 | 28200 |
| 2053 Opening Year Trend | | |
| 2053 | N/A | 29300 |
| 2054 Mid-Year Trend | | |
| 2054 | N/A | 29300 |
| 2055 Design Year Trend | | |
| 2055 | N/A | 29300 |
| TRANPLAN Forecasts/Trends | | |

| | |
|---|---|
| **Trend R-squared:** | 30.86% |
| **Compounded Annual Historic Growth Rate:** | 0.74% |
| **Compounded Growth Rate (2022 to Design Year):** | 0.12% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

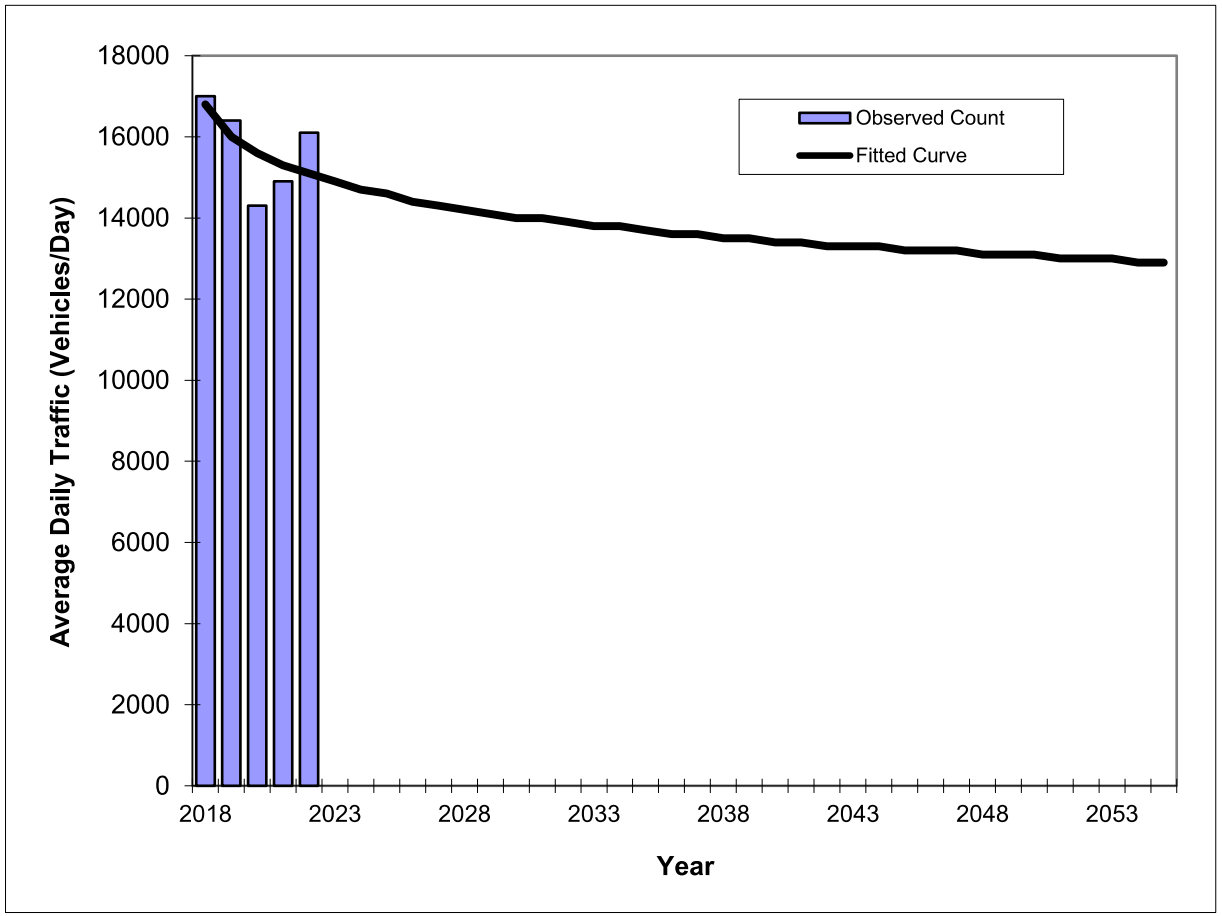
***Axle-Adjusted**

# Traffic Trends - V03.a

## HAND AVE -- from Clyde Morris Blvd to Shangri La Dr

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 832 |
| **Highway:** | HAND AVE |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2018 | 17000 | 16800 |
| 2019 | 16400 | 16000 |
| 2020 | 14300 | 15600 |
| 2021 | 14900 | 15300 |
| 2022 | 16100 | 15100 |
| **2053 Opening Year Trend** | | |
| 2053 | N/A | 13000 |
| **2054 Mid-Year Trend** | | |
| 2054 | N/A | 12900 |
| **2055 Design Year Trend** | | |
| 2055 | N/A | 12900 |
| **TRANPLAN Forecasts/Trends** | | |
| | | |

| | |
|---|---|
| **Trend R-squared:** | 36.68% |
| **Compounded Annual Historic Growth Rate:** | -2.63% |
| **Compounded Growth Rate (2022 to Design Year):** | -0.48% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

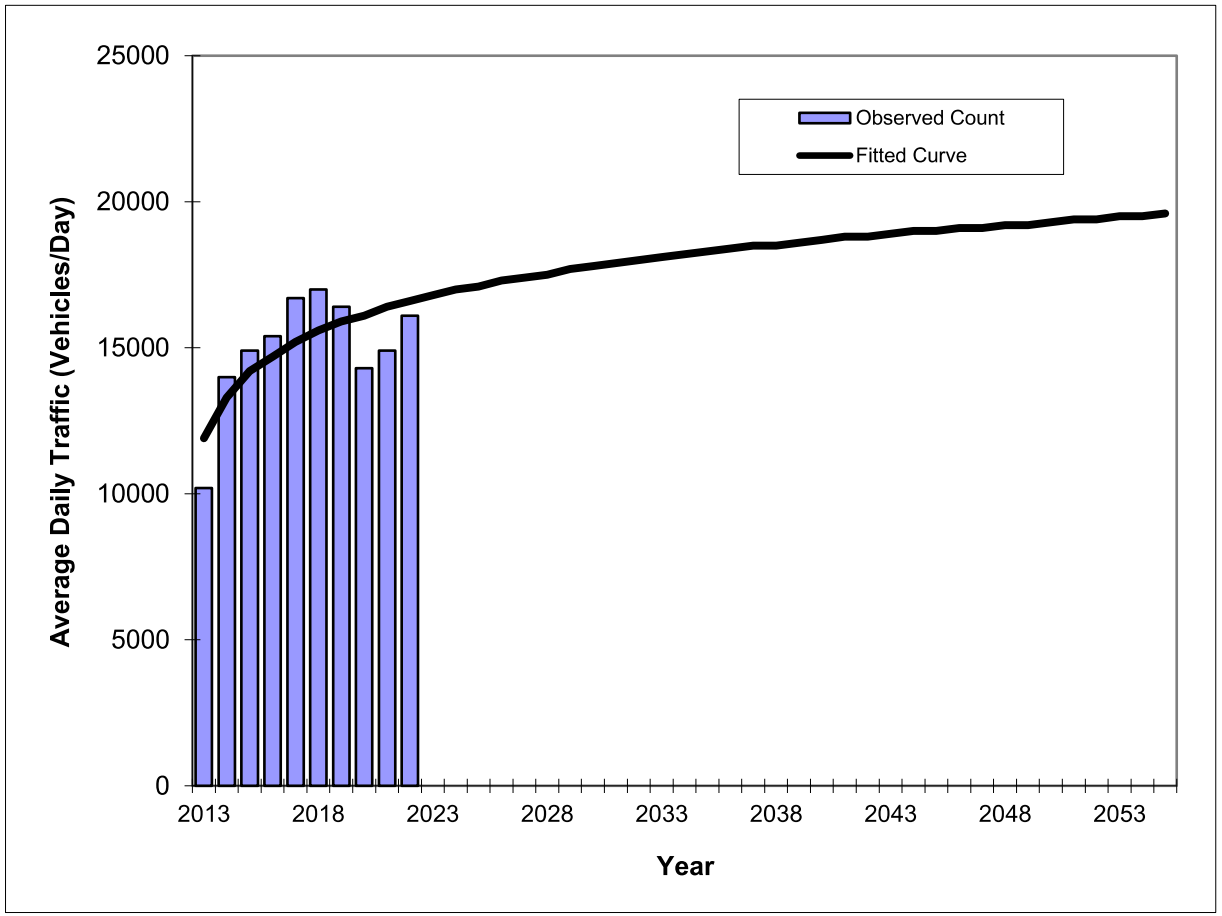
***Axle-Adjusted**

# Traffic Trends - V03.a

## HAND AVE -- from Clyde Morris Blvd to Shangri La Dr

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 832 |
| **Highway:** | HAND AVE |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2013 | 10200 | 11900 |
| 2014 | 14000 | 13300 |
| 2015 | 14900 | 14200 |
| 2016 | 15400 | 14700 |
| 2017 | 16700 | 15200 |
| 2018 | 17000 | 15600 |
| 2019 | 16400 | 15900 |
| 2020 | 14300 | 16100 |
| 2021 | 14900 | 16400 |
| 2022 | 16100 | 16600 |
| **2053 Opening Year Trend** | | |
| 2053 | N/A | 19500 |
| **2054 Mid-Year Trend** | | |
| 2054 | N/A | 19500 |
| **2055 Design Year Trend** | | |
| 2055 | N/A | 19600 |
| **TRANPLAN Forecasts/Trends** | | |

| | |
|---|---|
| **Trend R-squared:** | 57.16% |
| **Compounded Annual Historic Growth Rate:** | 3.77% |
| **Compounded Growth Rate (2022 to Design Year):** | 0.50% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

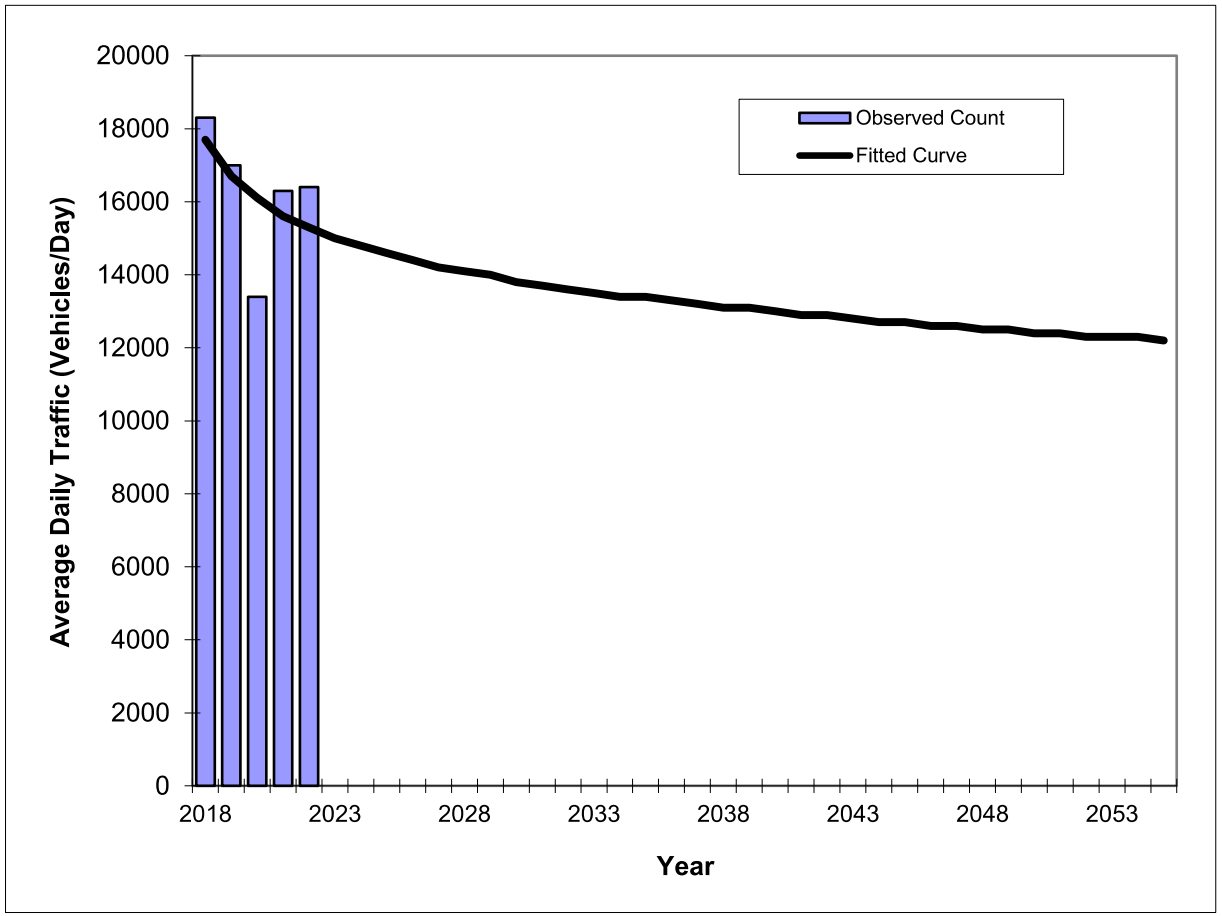
***Axle-Adjusted**

# Traffic Trends - V03.a

## HAND AVE -- from Nova Rd to US1

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 833 |
| **Highway:** | HAND AVE |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2018 | 18300 | 17700 |
| 2019 | 17000 | 16700 |
| 2020 | 13400 | 16100 |
| 2021 | 16300 | 15600 |
| 2022 | 16400 | 15300 |
| **2053 Opening Year Trend** | | |
| 2053 | N/A | 12300 |
| **2054 Mid-Year Trend** | | |
| 2054 | N/A | 12300 |
| **2055 Design Year Trend** | | |
| 2055 | N/A | 12200 |
| **TRANPLAN Forecasts/Trends** | | |

| | |
|---|---|
| **Trend R-squared:** | 28.65% |
| **Compounded Annual Historic Growth Rate:** | -3.58% |
| **Compounded Growth Rate (2022 to Design Year):** | -0.68% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

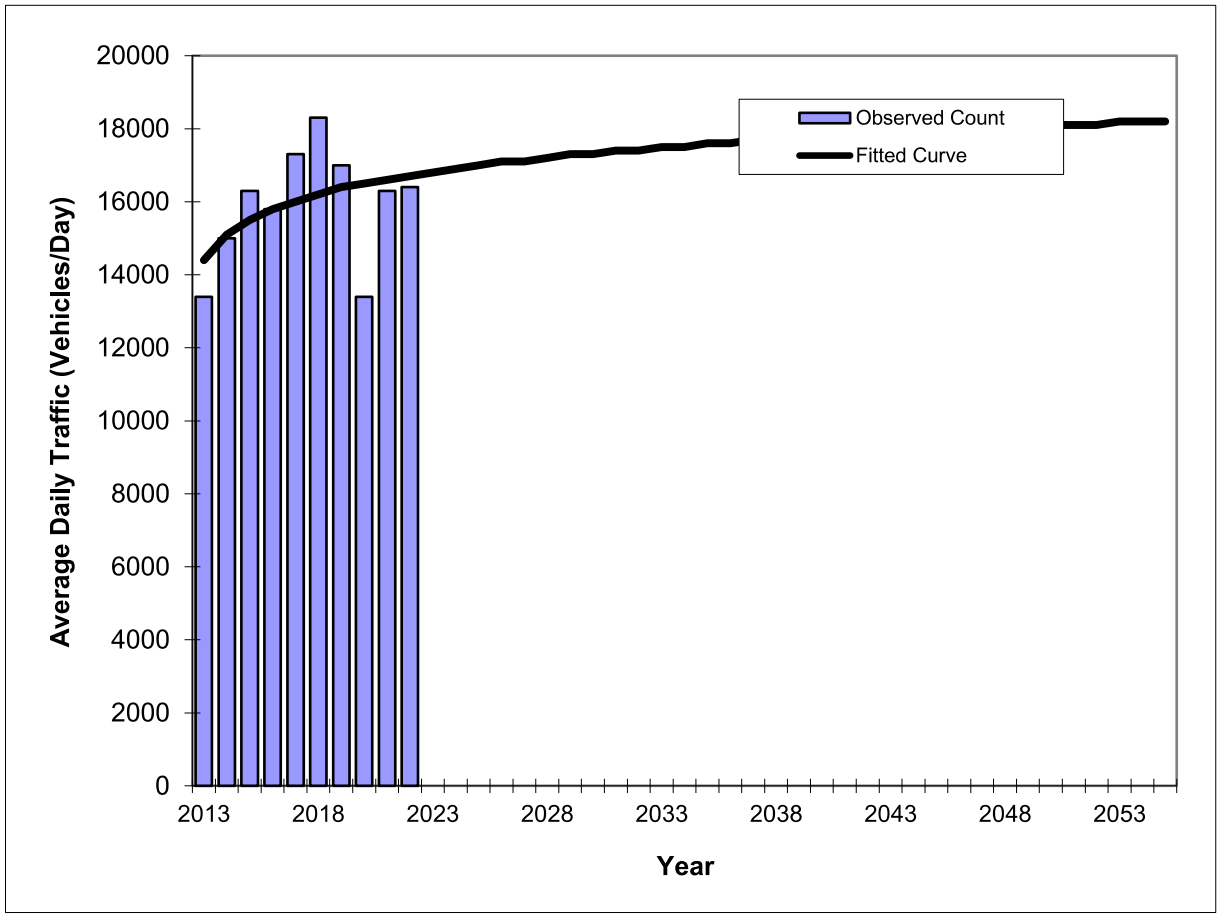
***Axle-Adjusted**

# Traffic Trends - V03.a

## HAND AVE -- from Nova Rd to US1

| | |
|---|---|
| FIN# | 1234 |
| Location | 1 |

| | |
|---|---|
| **County:** | Volusia (79) |
| **Station #:** | 833 |
| **Highway:** | HAND AVE |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2013 | 13400 | 14400 |
| 2014 | 15000 | 15100 |
| 2015 | 16300 | 15500 |
| 2016 | 15800 | 15800 |
| 2017 | 17300 | 16000 |
| 2018 | 18300 | 16200 |
| 2019 | 17000 | 16400 |
| 2020 | 13400 | 16500 |
| 2021 | 16300 | 16600 |
| 2022 | 16400 | 16700 |
| 2053 Opening Year Trend | | |
| 2053 | N/A | 18200 |
| 2054 Mid-Year Trend | | |
| 2054 | N/A | 18200 |
| 2055 Design Year Trend | | |
| 2055 | N/A | 18200 |
| TRANPLAN Forecasts/Trends | | |

| | |
|---|---|
| **Trend R-squared:** | 21.76% |
| **Compounded Annual Historic Growth Rate:** | 1.66% |
| **Compounded Growth Rate (2022 to Design Year):** | 0.26% |
| **Printed:** | 7-Aug-24 |

**Decaying Exponential Growth Option**

***Axle-Adjusted**

# APPENDIX J
Crash Data

| Count of S4 | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Row Labels | 2019 | 2020 | 2021 | 2022 | 2023 | Grand Total |
| Backed Into | | | | | 1 | 1 |
| Head On | | 1 | | | | 1 |
| Left Enterir | 1 | | 1 | 2 | 2 | 6 |
| Left Leavin | 1 | | | | 1 | 2 |
| Left Rear | 1 | | | 1 | | 2 |
| Off Road | 1 | | | | | 1 |
| Opposing S | 1 | | | | | 1 |
| Other | | 2 | | | | 2 |
| Pedestrian | | | | | 1 | 1 |
| Rear End | 9 | 1 | 4 | 5 | 5 | 24 |
| Right Angle | 3 | 3 | 4 | 3 | | 13 |
| Same Direc | 1 | 1 | 2 | 2 | 2 | 8 |
| Unknown | 1 | | | 1 | | 2 |
| Grand Tota | 19 | 8 | 11 | 14 | 12 | 64 |

| Count of S4 | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Row Labels | 2019 | 2020 | 2021 | 2022 | 2023 | Grand Total |
| DAY | 13 | 7 | 8 | 12 | 10 | 50 |
| Injury | 3 | 2 | 1 | 3 | 3 | 12 |
| No Injury | 10 | 5 | 7 | 8 | 7 | 37 |
| Serious Injury | | | | 1 | | 1 |
| NIGHT | 6 | 1 | 3 | 2 | 2 | 14 |
| Injury | 1 | 1 | 1 | 2 | 1 | 6 |
| No Injury | 4 | | 2 | | 1 | 7 |
| Serious Inju | 1 | | | | | 1 |
| Grand Tota | 19 | 8 | 11 | 14 | 12 | 64 |

| Count of S4 | Column Labels | | | |
|---|---|---|---|---|
| Row Labels | Injury | No Injury | Serious Inju | Grand Total |
| Backed Into | | 1 | | 1 |
| Head On | | 1 | | 1 |
| Left Enterir | 1 | 5 | | 6 |
| Left Leaving | | 2 | | 2 |
| Left Rear | 1 | 1 | | 2 |
| Off Road | | 1 | | 1 |
| Opposing S | 1 | | | 1 |
| Other | 1 | 1 | | 2 |
| Pedestrian | 1 | | | 1 |
| Rear End | 7 | 17 | | 24 |
| Right Angle | 4 | 7 | 2 | 13 |
| Same Direc | 2 | 6 | | 8 |
| Unknown | | 2 | | 2 |
| Grand Tota | 18 | 44 | 2 | 64 |

# APPENDIX K
## Votran Bus Route Maps

# Daytona Beach bus service

- All times shown in **bold** are p.m. trips.
- All trips shown in ▒▒▒▒ do not operate on Saturdays.
- All trips shown in ▒▒▒▒ operate on Saturdays only.

**SCHEDULE IS SUBJECT TO CHANGE WITHOUT NOTICE**

NOTE: ALL BUSES EQUIPPED WITH WHEELCHAIR RAMP AND BIKE RACKS.

## 1 A1A North

*MON-SAT: Departs Gate S-7 Outbound to Ormond Mall*

| Normal Pass | Normal Pass | Normal Pass | Rather Pass | Granada/ A1A | Ormond Mall | A1A/ Sunrise | A1A/Ross |
|---|---|---|---|---|---|---|---|
| 5:40 | 5:55 | 6:04 | | 6:17 | 6:23 | --> | |
| 6:35 | 6:50 | 6:59 | | 7:06 | 7:12 | --> | 7:27 |
| 7:30 | 7:50 | 7:59 | | 8:06 | 8:12 | --> | 8:27 |
| 8:35 | 8:50 | 8:59 | | 9:06 | 9:12 | --> | 9:27 |
| 9:35 | 9:50 | 9:59 | | 10:06 | 10:12 | --> | 10:27 |
| 10:35 | 10:50 | 10:59 | | 11:06 | 11:12 | --> | 11:27 |
| 11:35 | 11:50 | 11:59 | | 12:06 | 12:12 | --> | 12:27 |
| 12:35 | 12:50 | 12:59 | | 1:06 | 1:12 | --> | 1:27 |
| 1:35 | 1:50 | 1:59 | | 2:06 | 2:12 | --> | 2:27 |
| 2:35 | 2:50 | 2:59 | | 3:06 | 3:12 | --> | 3:27 |
| 3:35 | 3:50 | 3:59 | | 4:06 | 4:12 | --> | 4:27 |
| 4:35 | 4:50 | 4:59 | | 5:06 | 5:12 | --> | 5:27 |
| 5:30 | 5:45 | 5:57 | | 6:04 | 6:10 | --> | 6:25 |
| 6:35 | 6:48 | 6:57 | | 7:04 | 7:10 | --> | 7:25 |

*MON-SAT: Arrives Gate S-7 Inbound to Transfer Plaza*

| A1A/Ross | A1A/ Sunrise | Ormond Mall | Transfer Plaza | Halifax | Granada/ A1A | Intermodal Facility | A1A/ Granada | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|
| --> | 6:36 | 6:37 | 6:44 | 6:53 | 7:04 | 7:11 | 7:20 | |
| 7:27 | --> | 7:37 | 7:44 | 7:53 | 8:04 | 8:11 | 8:20 | |
| 8:27 | --> | 8:37 | 8:44 | 8:53 | 9:04 | 9:11 | 9:20 | |
| 9:27 | --> | 9:37 | 9:44 | 9:53 | 10:04 | 10:11 | 10:20 | |
| 10:27 | --> | 10:37 | 10:44 | 10:53 | 11:04 | 11:11 | 11:20 | |
| 11:27 | --> | 11:37 | 11:44 | 11:53 | 12:04 | 12:11 | 12:20 | |
| 12:27 | --> | 12:37 | 12:44 | 12:53 | 1:04 | 1:11 | 1:20 | |
| 1:27 | --> | 1:37 | 1:44 | 1:53 | 2:04 | 2:11 | 2:20 | |
| 2:27 | --> | 2:37 | 2:44 | 2:53 | 3:04 | 3:11 | 3:20 | |
| 3:27 | --> | 3:37 | 3:44 | 3:53 | 4:04 | 4:11 | 4:20 | |
| 4:27 | --> | 4:37 | 4:44 | 4:53 | 5:04 | 5:11 | 5:20 | |
| 5:27 | --> | 5:37 | 5:44 | 5:53 | 6:04 | 6:11 | 6:20 | |
| 6:25 | --> | 6:35 | 6:42 | 6:50 | 6:58 | --> | --> | |
| --> | --> | 7:10 | 7:17 | 7:26 | 7:33 | --> | --> | |

* At 7:27 p.m. at the ITF, passengers may transfer to night service routes.
Pasajeros en transferir a servicios de vuelo nocturno a las 7:27 p.m. en el ITF.

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 3 North Ridgewood

*MON-FRI: Departs Gate S-3 Outbound to Ormond Beach*

| Transfer Plaza | U.S. 1/Francis | U.S. 1/ Granada | Granada/ Clyde Morris | Granada/ Nova | Dunlawton/ Clyde Morris | Dunlawton/ Cypress | Ormond Beach Library | U.S. 1/ Wilmette | U.S. 1/ Mall Ent. | U.S. 1/ Ormond Beach |
|---|---|---|---|---|---|---|---|---|---|---|
| 6:02 | 6:13 | 6:19 | --> | | 6:35 | | 6:47 | 6:55 | 6:59 | 7:03 |
| 7:02 | 7:13 | 7:19 | --> | | 7:35 | | 7:47 | 7:55 | 7:59 | 8:03 |
| 8:02 | 8:13 | 8:19 | --> | | 8:35 | | 8:47 | 8:55 | 8:59 | 9:03 |
| 9:02 | 9:13 | 9:19 | --> | | 9:35 | | 9:47 | 9:55 | 9:59 | 10:03 |
| 10:02 | 10:13 | 10:19 | --> | | 10:35 | | 10:47 | 10:55 | 10:59 | 11:03 |
| 11:02 | 11:13 | 11:19 | --> | | 11:35 | | 11:47 | 11:55 | 11:59 | 12:03 |
| 12:02 | 12:13 | 12:19 | 12:22 | 12:25 | 12:35 | 12:46 | 12:58 | 1:06 | 1:10 | 1:14 |
| 1:02 | 1:13 | 1:19 | 1:22 | 1:25 | 1:32 | 1:36 | 1:37 | --> | --> | --> |
| 2:02 | 2:13 | 2:19 | 2:22 | 2:25 | 2:32 | 2:36 | --> | 2:42 | 2:46 | 2:50 |
| 3:02 | 3:13 | 3:19 | 3:22 | 3:25 | 3:32 | 3:36 | 3:37 | --> | --> | --> |
| 3:15 | 3:26 | 3:32 | --> | | 3:48 | | 4:00 | 4:07 | --> | --> |
| 3:52 | 3:45 | 3:52 | 3:55 | 4:02 | 4:08 | 4:12 | 4:07 | --> | --> | --> |
| 4:02 | 4:13 | 4:19 | 4:22 | 4:25 | 4:32 | 4:36 | --> | 4:42 | 4:46 | 4:50 |
| 4:32 | 4:43 | 4:49 | 4:52 | 4:55 | 5:02 | 5:06 | 5:07 | --> | --> | --> |
| 5:02 | 5:13 | 5:19 | 5:22 | 5:25 | 5:32 | 5:36 | --> | 5:42 | 5:46 | 5:50 |
| 5:32 | 5:45 | 5:52 | 5:55 | 6:02 | 6:06 | 6:07 | --> | --> | --> | --> |
| 6:02 | 6:15 | 6:21 | --> | | 6:35 | | 6:47 | 6:55 | 6:59 | 7:03 |

*SAT ONLY: Departs Gate S-3 Outbound to Ormond Beach*

| Transfer Plaza | U.S. 1/Francis | U.S. 1/ Granada | Granada/ Clyde Morris | Granada/ Nova | Dunlawton/ Cypress | Ormond Beach Library | U.S. 1/ Wilmette | U.S. 1/ Mall Ent. | U.S. 1/ Ormond Beach |
|---|---|---|---|---|---|---|---|---|---|
| 6:32 | 6:45 | 6:52 | 6:55 | 7:02 | 7:06 | 7:17 | 7:32 | --> | --> |
| 7:32 | 7:45 | 7:52 | 7:55 | 8:02 | 8:06 | 8:17 | 8:32 | --> | --> |
| 8:32 | 8:45 | 8:52 | 8:55 | 9:02 | 9:06 | --> | --> | --> | --> |
| 9:32 | 9:45 | 9:52 | 9:55 | 10:02 | 10:06 | 10:17 | 10:32 | --> | --> |
| 10:32 | 10:45 | 10:52 | 10:55 | 11:02 | 11:06 | --> | --> | --> | --> |
| 11:32 | 11:45 | 11:52 | 11:55 | 12:02 | 12:06 | 12:17 | --> | --> | --> |
| 12:32 | 12:45 | 12:52 | 12:55 | 1:02 | 1:06 | --> | 1:32 | --> | --> |
| 1:32 | 1:45 | 1:52 | 1:55 | 2:02 | 2:06 | 2:17 | --> | --> | --> |
| 2:32 | 2:45 | 2:52 | 2:55 | 3:02 | 3:06 | --> | --> | --> | --> |
| 3:32 | 3:45 | 3:52 | 3:55 | 4:02 | 4:06 | 4:07 | --> | --> | --> |
| 4:32 | 4:45 | 4:52 | 4:55 | 5:02 | 5:06 | --> | 5:12 | --> | --> |
| 5:32 | 5:45 | 5:52 | 5:56 | 6:02 | 6:06 | 6:07 | --> | --> | --> |

*MON-FRI: Arrives Gate N-3/S-3 Inbound to Transfer Plaza*

| U.S. 1/ Mall Ent. | U.S. 1/ Ormond Beach | Ormond/ Granada | Granada/ Nova | Nova/ Dunlawton | Ridgewood/ Clyde Morris | Dunlawton/ Cypress | U.S. 1/ Wilmette | U.S. 1/ Granada | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|---|
| 6:32 | 6:36 | 6:42 | 6:52 | --> | --> | 6:55 | 6:59 | 7:06 | 7:19 |
| --> | --> | --> | --> | --> | --> | 7:07 | 7:15 | 7:26 | 7:40 |
| --> | 7:42 | --> | 7:48 | --> | --> | 7:51 | 7:55 | 8:02 | 8:15 |
| --> | --> | --> | 8:07 | --> | --> | 8:07 | 8:15 | 8:22 | 8:35 |
| --> | 8:32 | --> | 8:48 | --> | --> | 8:51 | 8:55 | 9:02 | 9:15 |
| --> | --> | --> | 9:07 | --> | --> | 9:07 | 9:15 | 9:22 | 9:35 |
| --> | 9:42 | --> | 9:48 | --> | --> | 9:51 | 9:55 | 10:02 | 10:15 |
| --> | --> | --> | 10:07 | 10:15 | --> | 10:21 | 10:25 | 10:32 | 10:45 |
| --> | 10:42 | --> | 10:48 | --> | --> | 10:51 | 10:55 | 11:02 | 11:15 |
| --> | --> | --> | 11:07 | 11:15 | --> | 11:21 | 11:25 | 11:32 | 11:45 |
| --> | 12:42 | --> | 12:48 | --> | --> | 12:51 | 12:55 | 1:02 | 1:15 |
| --> | --> | --> | 1:37 | 1:45 | 1:51 | 1:55 | 2:02 | 2:15 | |
| --> | 2:42 | --> | 2:48 | --> | --> | 2:51 | 2:55 | 3:02 | 3:15 |
| --> | --> | --> | 3:37 | 3:45 | 3:51 | 3:55 | 4:02 | 4:15 | |
| 3:46 | 3:49 | 3:55 | --> | --> | --> | --> | 4:08 | 4:21 | 4:35 |
| --> | --> | --> | 4:07 | 4:15 | 4:21 | 4:25 | 4:32 | 4:45 | |
| --> | 4:42 | --> | 4:48 | --> | --> | 4:51 | 4:55 | 5:02 | 5:15 |
| --> | --> | --> | 5:07 | 5:15 | --> | 5:21 | 5:25 | 5:32 | 5:45 |
| --> | 5:42 | --> | 5:48 | --> | --> | 5:51 | 5:55 | 6:02 | 6:15 |
| --> | --> | --> | 6:07 | 6:15 | 6:21 | 6:25 | 6:32 | 6:45 | |
| --> | 6:30 | --> | 6:36 | --> | --> | 6:39 | 6:43 | 6:49 | |

* The first trip is a "C" trip which serves U.S. 1 I-95 and the Ormond Industrial Park Monday to Friday.
* Los viajes "C" sirven U.S. 1 I-95 y la Zona Industrial Ormond en horas a viernes.

*SAT ONLY: Arrives Gate N-3 Inbound to Transfer Plaza*

| U.S. 1/ Mall Ent. | Ormond Beach | Ormond/ Granada | Granada/ Nova | Ridgewood/ Clyde Morris | Dunlawton/ Cypress | U.S. 1/ Wilmette | U.S. 1/ Granada | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|
| 7:18 | 7:22 | --> | --> | 7:25 | 7:29 | 7:36 | 7:49 | |
| --> | 8:11 | 8:19 | --> | 8:25 | 8:29 | 8:36 | 8:49 | |
| 8:16 | 8:22 | --> | --> | 8:25 | 8:29 | 8:36 | 8:49 | |
| --> | 10:11 | --> | --> | 10:25 | 10:29 | 10:36 | 10:49 | |
| 11:16 | 11:22 | --> | --> | 11:25 | 11:29 | 11:36 | 11:49 | |
| --> | 12:11 | 12:19 | 12:25 | 12:29 | 12:36 | 12:49 | | |
| 1:16 | 1:22 | --> | --> | 1:25 | 1:29 | 1:36 | 1:49 | |
| --> | 2:11 | 2:19 | --> | 2:25 | 2:29 | 2:36 | 2:49 | |
| 3:16 | 3:22 | --> | --> | 3:25 | 3:29 | 3:36 | 3:49 | |
| --> | 4:11 | 4:19 | --> | 4:25 | 4:29 | 4:36 | 4:49 | |
| 5:16 | 5:22 | --> | --> | 5:25 | 5:29 | 5:36 | 5:49 | |
| --> | 6:11 | 6:19 | --> | 6:25 | 6:29 | 6:36 | 6:49 | |

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 4 South Ridgewood

*MON-SAT: Arrives Gate S-3/N-3 Inbound to Transfer Plaza*

| Southwind Dr/ Village Trail | Nova/ Orange Creek | U.S. 1/ Nova | U.S. 1/ Granada | Symphony Park | U.S. 1/ Big Tree | U.S. 1/ Beville | Transfer Plaza |
|---|---|---|---|---|---|---|---|
| | | | | 5:45 | 5:48 | 5:54 | 6:00 |
| | | | | 5:50 | 5:53 | 5:59 | 6:05 |
| | | | | 6:00 | 6:03 | 6:09 | 6:15 |
| | | | | 6:15 | 6:18 | 6:24 | 6:30 |
| | | | | 6:21 | 6:27 | 6:27 | 6:33 |
| | 6:22 | 6:25 | 6:32 | 6:39 | 6:42 | 6:48 | 6:54 |
| | | | | 6:45 | 6:48 | 6:54 | 7:00 |
| | | | | 7:15 | 7:18 | 7:24 | 7:30 |
| 7:18 | 7:22 | 7:25 | 7:32 | 7:39 | 7:43 | 7:46 | 7:52 |
| | | | | | 7:43 | 7:46 | 7:52 |
| 7:48 | 7:52 | 7:55 | 8:02 | 8:09 | 8:13 | 8:16 | 8:22 |
| 8:18 | 8:22 | 8:25 | 8:32 | 8:39 | 8:43 | 8:46 | 8:52 |
| 8:48 | 8:52 | 8:55 | 9:02 | 9:09 | 9:13 | 9:16 | 9:22 |
| 9:18 | 9:22 | 9:25 | 9:32 | 9:39 | 9:43 | 9:46 | 9:52 |
| 9:48 | 9:52 | 9:55 | 10:02 | 10:09 | 10:13 | 10:16 | 10:22 |
| 10:18 | 10:22 | 10:25 | 10:32 | 10:39 | 10:43 | 10:46 | 10:52 |
| 10:48 | 10:52 | 10:55 | 11:02 | 11:09 | 11:13 | 11:16 | 11:22 |
| 11:18 | 11:22 | 11:25 | 11:32 | 11:39 | 11:43 | 11:46 | 11:52 |
| 11:48 | 11:52 | 11:55 | 12:02 | 12:09 | 12:13 | 12:16 | 12:22 |
| 12:18 | 12:22 | 12:25 | 12:32 | 12:39 | 12:43 | 12:46 | 12:52 |
| 12:48 | 12:52 | 12:55 | 1:02 | 1:09 | 1:13 | 1:16 | 1:22 |
| 1:18 | 1:22 | 1:25 | 1:32 | 1:39 | 1:43 | 1:46 | 1:52 |
| 1:48 | 1:52 | 1:55 | 2:02 | 2:09 | 2:13 | 2:16 | 2:22 |
| 2:18 | 2:22 | 2:25 | 2:32 | 2:39 | 2:43 | 2:46 | 2:52 |
| 2:48 | 2:52 | 2:55 | 3:02 | 3:09 | 3:13 | 3:16 | 3:22 |
| | | | | | 2:45 | 2:48 | 2:54 |
| | | | | | 2:58 | 3:01 | 3:07 |
| | | | | | 3:15 | 3:18 | 3:24 |
| 3:18 | 3:22 | 3:25 | 3:32 | 3:39 | 3:43 | 3:46 | 3:52 |
| | | | | | 3:45 | 3:48 | 3:54 |
| 3:48 | 3:52 | 3:55 | 4:02 | 4:09 | 4:13 | 4:16 | 4:22 |
| 4:18 | 4:22 | 4:25 | 4:32 | 4:39 | 4:43 | 4:46 | 4:52 |
| 4:48 | 4:52 | 4:55 | 5:02 | 5:09 | 5:13 | 5:16 | 5:22 |
| 5:18 | 5:22 | 5:25 | 5:32 | 5:39 | 5:43 | 5:46 | 5:52 |
| 5:48 | 5:52 | 5:55 | 6:02 | 6:09 | 6:13 | 6:16 | 6:22 |
| 6:15 | 6:19 | 6:22 | 6:27 | 6:33 | 6:36 | 6:38 | 6:44 |

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 5 Center Street

*MON-FRI: Departs Gate S-2 Outbound to Nova/Plumosa*

| Transfer Plaza | Nova/ Orange Creek | U.S. 1/ Nova | Granada/ Nova | Granada/ Clyde Morris | Dunlawton/ Cypress | Ormond Beach Library | U.S. 1/ Wilmette | U.S. 1/ Granada | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|---|
| 6:37 | 6:43 | 6:46 | 6:52 | 6:57 | 6:58 | | | | |
| 7:32 | 7:39 | 7:43 | 7:49 | 7:54 | 7:56 | | | | |
| 8:32 | 8:39 | 8:43 | 8:49 | 8:54 | 8:56 | | | | |
| 9:32 | 9:39 | 9:43 | 9:49 | 9:54 | 9:56 | | | | |
| 10:32 | 10:39 | 10:43 | 10:49 | 10:54 | 10:56 | | | | |
| 11:32 | 11:39 | 11:43 | 11:49 | 11:54 | 11:56 | | | | |
| 12:32 | 12:39 | 12:43 | 12:49 | 12:54 | 12:56 | | | | |
| 1:32 | 1:39 | 1:43 | 1:49 | 1:54 | 1:56 | | | | |
| 2:32 | 2:39 | 2:43 | 2:49 | 2:54 | 2:56 | | | | |
| 3:32 | 3:39 | 3:43 | 3:49 | 3:54 | 3:56 | | | | |
| 4:32 | 4:39 | 4:43 | 4:49 | 4:54 | 4:56 | | | | |
| 5:32 | 5:39 | 5:43 | 5:49 | 5:54 | 5:56 | | | | |

*ROUTE 5 DOES NOT OPERATE ON SATURDAYS · LA RUTA 5 NO FUNCIONA LOS SABADOS*

* Buses departing Nova/Fortnight at 7:56 a.m. and 2:56 p.m. may experience delays due to school traffic.
* Los buses saliendo Nova/Fortnight a 7:56 y 2:56 pueden experimentar retrasos debido al tráfico de la escuela.

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 6 North Nova/Derbyshire

*MON-SAT: Departs Gate S-6 Outbound to Walmart/Ormond Beach*

| Transfer Plaza | Dunlawton | Nova/ Mason | Derbyshire/ Nova | Derbyshire/ Clyde Morris | Nova/Wells St. | Ormond Beach Library | Walmart/ Ormond Beach |
|---|---|---|---|---|---|---|---|
| --> | --> | 5:49 | 5:56 | 6:02 | 6:05 | 6:18 | 6:28 |
| 6:35 | 6:43 | 6:47 | 6:54 | 7:00 | 7:03 | 7:16 | 7:26 |
| 7:32 | 7:41 | 7:45 | 7:52 | 7:58 | 8:01 | 8:14 | 8:24 |
| 8:32 | 8:41 | 8:45 | 8:52 | 8:58 | 9:01 | 9:14 | 9:24 |
| 9:32 | 9:41 | 9:45 | 9:52 | 9:58 | 10:01 | 10:14 | 10:24 |
| 10:32 | 10:41 | 10:45 | 10:52 | 10:58 | 11:01 | 11:14 | 11:24 |
| 11:32 | 11:41 | 11:45 | 11:52 | 11:58 | 12:01 | 12:14 | 12:24 |
| 12:32 | 12:41 | 12:45 | 12:52 | 12:58 | 1:01 | 1:14 | 1:24 |
| 1:32 | 1:41 | 1:45 | 1:52 | 1:58 | 2:01 | 2:14 | 2:24 |
| 2:32 | 2:41 | 2:45 | 2:52 | 2:58 | 3:01 | 3:14 | 3:24 |
| 3:32 | 3:41 | 3:45 | 3:52 | 3:58 | 4:01 | 4:14 | 4:24 |
| 4:32 | 4:41 | 4:45 | 4:52 | 4:58 | 5:01 | 5:14 | 5:24 |
| 5:32 | 5:41 | 5:45 | 5:52 | 5:58 | 6:01 | 6:14 | 6:24 |
| 6:32 | 6:39 | 6:43 | 6:49 | 6:55 | 6:58 | 7:10 | 7:20 |

*MON-SAT: Arrives Gate S-6 Inbound to Transfer Plaza*

| Walmart/ Ormond Beach | Granada/Nova | Derbyshire/ A1A Blvd | Derbyshire/ Nova | Nova/Mason | Wilder/Dunn | Transfer Plaza |
|---|---|---|---|---|---|---|
| 8:00 | 8:10 | 8:20 | 8:25 | 8:30 | 8:40 | 8:52 |
| 8:30 | 8:40 | 8:50 | 8:55 | 7:00 | 7:05 | 7:18 |
| 9:30 | 9:40 | 9:50 | 9:55 | 10:00 | 10:05 | 10:18 |
| 8:30 | 8:40 | 8:50 | 8:55 | 9:00 | 9:05 | 9:18 |
| 9:30 | 9:40 | 9:50 | 9:55 | 10:00 | 10:05 | 10:18 |
| 10:30 | 10:40 | 10:50 | 10:55 | 11:00 | 11:05 | 11:18 |
| 11:30 | 11:40 | 11:50 | 11:55 | 12:00 | 12:05 | 12:18 |
| 12:30 | 12:40 | 12:50 | 12:55 | 1:00 | 1:05 | 1:18 |
| 1:30 | 1:40 | 1:50 | 1:55 | 2:00 | 2:05 | 2:18 |
| 2:30 | 2:40 | 2:50 | 2:55 | 3:00 | 3:05 | 3:18 |
| 3:30 | 3:40 | 3:50 | 3:55 | 4:00 | 4:05 | 4:18 |
| 4:30 | 4:40 | 4:50 | 4:55 | 5:00 | 5:05 | 5:18 |
| 5:30 | 5:40 | 5:50 | 5:55 | 6:00 | 6:05 | 6:18 |
| 6:30 | 6:40 | 6:50 | 6:55 | 7:00 | 7:05 | 7:18 |
| 7:30 | 7:40 | 7:50 | 7:55 | 8:00 | 8:05 | 8:18 |

* At 6:30pm at N-6 outer Nova, passengers can board Route 7/18 at 6:41pm for service towards Tanger Outlets or at 6:46pm for service towards the ITF.
* A las 6:30 p.m. en N-6 outer Nova, los pasajeros pueden abordar la Ruta 7/18 a las 6:41 p.m. para el servicio hacia Tanger Outlets o a las 6:46 p.m. para el servicio hacia la ITF.

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 7 South Nova

*MON-SAT: Departs Gate N-6 Outbound to Nova/Dunlawton*

| Transfer Plaza | Walmart/ Ormond Beach | Wilder Dunn | Nova/ Dunlawton | Nova/ Granada | Dunlawton/ Clyde Morris | Dunlawton/ Cypress | Ormond Beach Library | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|
| 7:02 | 7:22 | 7:30 | 7:40 | 7:42 | 7:51 | | | |
| 8:02 | 8:22 | 8:30 | 8:40 | 8:42 | 8:51 | | | |
| 9:02 | 9:22 | 9:30 | 9:40 | 9:42 | 9:51 | | | |
| 10:02 | 10:22 | 10:30 | 10:40 | 10:42 | 10:51 | | | |
| 11:02 | 11:22 | 11:30 | 11:40 | 11:42 | 11:51 | | | |
| 12:02 | 12:22 | 12:30 | 12:40 | 12:42 | 12:51 | | | |
| 1:02 | 1:22 | 1:30 | 1:40 | 1:42 | 1:51 | | | |
| 2:02 | 2:22 | 2:30 | 2:40 | 2:42 | 2:51 | | | |
| 3:02 | 3:22 | 3:30 | 3:40 | 3:42 | 3:51 | | | |
| 4:02 | 4:22 | 4:30 | 4:40 | 4:42 | 4:51 | | | |
| 5:02 | 5:22 | 5:30 | 5:40 | 5:42 | 5:51 | | | |
| 6:02 | 6:22 | 6:30 | 6:40 | 6:42 | 6:51 | | | |
| 7:05 | 7:25 | 7:33 | 7:19 | --> | --> | | | |

*MON-SAT: Arrives Gate N-6 Inbound to Transfer Plaza*

| Dunlawton/ Clyde Morris | Granada/ Nova | Granada/ Clyde Morris | Nova/ Granada | Nova/Wells St. | Ormond Beach Library | Transfer Plaza |
|---|---|---|---|---|---|---|
| --> | --> | --> | --> | 6:08 | --> | 6:19 |
| --> | --> | --> | --> | 6:38 | --> | 6:52 |
| --> | --> | --> | --> | 7:08 | --> | 7:22 |
| --> | --> | --> | --> | 7:38 | --> | 7:51 |
| 7:51 | 8:01 | 8:07 | 8:16 | 8:28 | 8:35 | 8:46 |
| 8:51 | 9:01 | 9:07 | 9:16 | 9:28 | 9:35 | 9:46 |
| 9:51 | 10:01 | 10:07 | 10:16 | 10:28 | 10:35 | 10:46 |
| 10:51 | 11:01 | 11:07 | 11:16 | 11:28 | 11:35 | 11:46 |
| 11:51 | 12:01 | 12:07 | 12:16 | 12:28 | 12:35 | 12:46 |
| 12:51 | 1:01 | 1:07 | 1:16 | 1:28 | 1:35 | 1:46 |
| 1:51 | 2:01 | 2:07 | 2:16 | 2:28 | 2:35 | 2:46 |
| --> | --> | --> | --> | 2:58 | --> | 3:08 |
| 2:51 | 3:01 | 3:07 | 3:16 | 3:28 | 3:35 | 3:46 |
| --> | --> | --> | --> | 3:58 | --> | 4:08 |
| 3:51 | 4:01 | 4:07 | 4:16 | 4:28 | 4:35 | 4:46 |
| 4:51 | 5:01 | 5:07 | 5:16 | 5:28 | 5:35 | 5:46 |
| 5:51 | 6:01 | 6:07 | 6:16 | 6:28 | 6:35 | 6:46 |
| 6:51 | 7:01 | 7:07 | --> | 7:16 | --> | 7:26 |

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 8 Halifax

*MON-SAT: Departs Gate N-1 Outbound to Bellair Plaza*

| Transfer Plaza | Halifax/ Jess | ITF | Bellair/ Halifax | Bellair Plaza |
|---|---|---|---|---|
| 6:32 | 6:42 | 6:47 | 6:51 | 6:56 |
| 7:32 | 7:42 | 7:47 | 7:51 | 7:56 |
| 8:32 | 8:42 | 8:47 | 8:51 | 8:56 |
| 9:32 | 9:42 | 9:47 | 9:51 | 9:56 |
| 10:32 | 10:42 | 10:47 | 10:51 | 10:56 |
| 11:32 | 11:42 | 11:47 | 11:51 | 11:56 |
| 12:32 | 12:42 | 12:47 | 12:51 | 12:56 |
| 1:32 | 1:42 | 1:47 | 1:51 | 1:56 |
| 2:32 | 2:42 | 2:47 | 2:51 | 2:56 |
| 3:32 | 3:42 | 3:47 | 3:51 | 3:56 |
| 4:32 | 4:42 | 4:47 | 4:51 | 4:56 |
| 5:32 | 5:42 | 5:47 | 5:51 | 5:56 |

*MON-SAT: Arrives Gate N-4 Inbound to Transfer Plaza*

| Bellair Plaza | Halifax/ Jess | Halifax/ Granada | Bellair/ Halifax | Nova/Beville | U.S. 1/Beville | Beach/Cedar | Transfer Plaza |
|---|---|---|---|---|---|---|---|
| 6:56 | 7:01 | 7:05 | 7:11 | 7:15 | 7:18 | 7:21 | 7:31 |
| 7:26 | 7:42 | 7:49 | 7:56 | 8:00 | 8:06 | 8:11 | 8:25 |
| 8:26 | 8:42 | 8:49 | 8:56 | 9:00 | 9:06 | 9:11 | 9:25 |
| 9:26 | 9:42 | 9:49 | 9:56 | 10:00 | 10:06 | 10:11 | 10:25 |
| 10:26 | 10:42 | 10:49 | 10:56 | 11:00 | 11:06 | 11:11 | 11:25 |
| 11:26 | 11:42 | 11:49 | 11:56 | 12:00 | 12:06 | 12:11 | 12:25 |
| 12:32 | 12:42 | 12:47 | 12:51 | 12:56 | 1:00 | 1:05 | 1:11 |
| 1:32 | 1:42 | 1:49 | 1:56 | 2:00 | 2:06 | 2:11 | 2:25 |
| 2:32 | 2:42 | 2:47 | 2:51 | 2:56 | 3:00 | 3:05 | 3:11 |
| 3:32 | 3:42 | 3:47 | 3:51 | 3:56 | 4:00 | 4:05 | 4:11 |
| 4:32 | 4:42 | 4:47 | 4:51 | 4:56 | 5:00 | 5:05 | 5:11 |
| 5:32 | 5:42 | 5:47 | 5:51 | 5:56 | 6:00 | 6:05 | 6:11 |

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 10 Medical Center

*MON-SAT: Departs Gate S-4 Outbound to Volusia Mall*

| Transfer Plaza | Bellair/ Halifax | Bellair Plaza | Halifax/ Beach | Halifax/ Granada | Nova/ Granada | Volusia Mall/ Main Entrance | Volusia Mall/ Sears | Dunlawton/ Clyde Morris | Transfer Plaza |
|---|---|---|---|---|---|---|---|---|---|
| 6:35 | 6:36 | 6:42 | 6:46 | 6:50 | 7:00 | 7:06 | 7:06 | 7:08 | 7:12 |
| 7:30 | 7:35 | 7:41 | 7:45 | 7:51 | 8:01 | 8:07 | 8:07 | 8:09 | 8:13 |
| 8:32 | 8:35 | 8:39 | 8:43 | 8:47 | 8:57 | 9:03 | 9:05 | 9:09 | 9:13 |
| 9:32 | 9:35 | 9:39 | 9:43 | 9:47 | 9:57 | 10:03 | 10:05 | 10:09 | 10:13 |
| 10:32 | 10:35 | 10:39 | 10:43 | 10:47 | 10:57 | 11:03 | 11:05 | 11:09 | 11:13 |
| 11:32 | 11:35 | 11:39 | 11:43 | 11:47 | 11:57 | 12:03 | 12:05 | 12:09 | 12:13 |
| 12:32 | 12:35 | 12:39 | 12:43 | 12:47 | 12:57 | 1:03 | 1:05 | 1:09 | 1:13 |
| 1:32 | 1:35 | 1:39 | 1:43 | 1:47 | 1:57 | 2:03 | 2:05 | 2:09 | 2:13 |
| 2:32 | 2:35 | 2:39 | 2:43 | 2:47 | 2:57 | 3:03 | 3:05 | 3:09 | 3:13 |
| 3:32 | 3:35 | 3:39 | 3:43 | 3:47 | 3:57 | 4:03 | 4:05 | 4:09 | 4:13 |
| 4:32 | 4:36 | 4:39 | 4:43 | 4:47 | 4:57 | 5:03 | 5:05 | 5:09 | 5:13 |
| 5:32 | 5:35 | 5:39 | 5:43 | 5:47 | 5:57 | 6:03 | 6:05 | 6:09 | 6:13 |

*MON-SAT: Arrives Gate S-4 Outbound to Transfer Plaza*

| Volusia Mall/ Sears | Volusia Mall/ Main Entrance | Nova/Beville | Granada/ U.S. 1 | Halifax/ Granada | Transfer Plaza |
|---|---|---|---|---|---|
| 7:06 | 7:12 | 7:16 | 7:21 | 7:25 | 7:31 |
| 8:06 | 8:12 | 8:16 | 8:21 | 8:25 | 8:31 |
| 9:06 | 9:12 | 9:16 | 9:21 | 9:25 | 9:31 |
| 10:06 | 10:12 | 10:16 | 10:21 | 10:25 | 10:31 |
| 11:06 | 11:12 | 11:16 | 11:21 | 11:25 | 11:31 |
| 12:06 | 12:12 | 12:16 | 12:21 | 12:25 | 12:31 |
| 1:06 | 1:12 | 1:16 | 1:21 | 1:25 | 1:31 |
| 2:06 | 2:12 | 2:16 | 2:21 | 2:25 | 2:31 |
| 3:06 | 3:12 | 3:16 | 3:21 | 3:25 | 3:31 |
| 4:06 | 4:12 | 4:16 | 4:21 | 4:25 | 4:31 |
| 5:06 | 5:12 | 5:16 | 5:21 | 5:25 | 5:31 |
| 6:06 | 6:12 | 6:16 | 6:21 | 6:25 | 6:31 |

FOR NIGHT AND SUNDAY SERVICE OF THIS ROUTE SEE SCHEDULES ON THE REVERSE SIDE

## 11 Mason Ave/Flea Market/Tanger Outlets

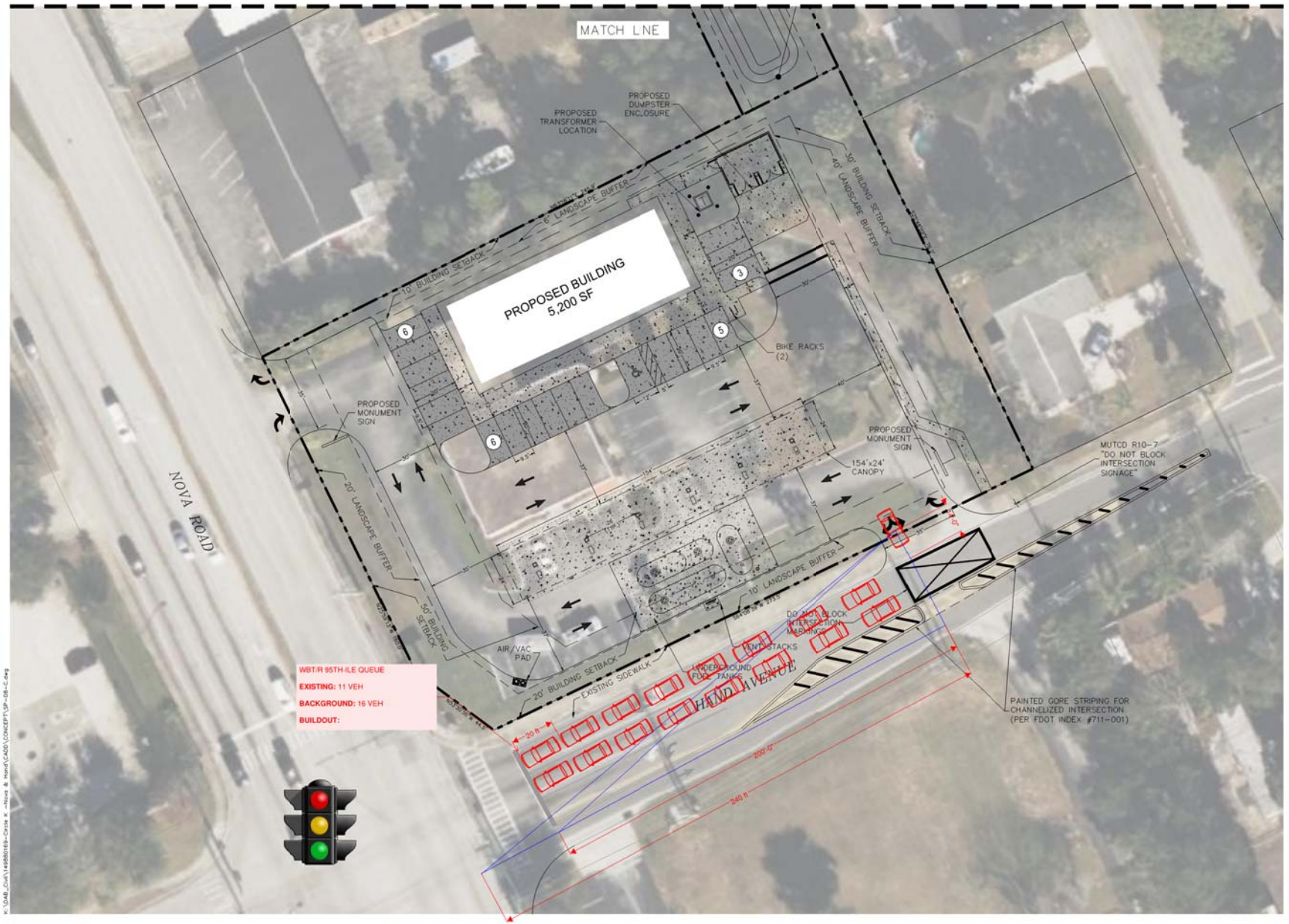
*MON-FRI: Departs Gate N-2 Outbound to Volusia Mall/Tanger Outlets*

| Transfer Plaza | Nova/ Mason | 3rd St/ Ave | Volusia Mall/ Main Entrance | Volusia Mall/ Sears | Dunlawton/ Clyde Morris | Tanger Outlets |
|---|---|---|---|---|---|---|
| 6:17 | 6:27 | 6:33 | 6:43 | 6:51 | 6:54 | 7:21 |
| 7:02 | 7:13 | 7:20 | 7:30 | 7:38 | 7:41 | |
| 7:32 | 7:44 | 7:52 | 8:05 | 8:13 | 7:46 | 8:25 |
| 8:32 | 8:44 | 8:52 | 9:05 | 9:13 | | |
| 9:02 | 9:44 | 9:52 | 10:05 | 10:13 | 9:46 | 9:25 |
| 10:32 | 10:44 | 10:52 | 11:05 | 11:13 | 10:46 | 11:25 |
| 11:32 | 11:44 | 11:52 | 12:05 | 12:13 | 12:16 | --> |
| 12:32 | 12:44 | 12:52 | 1:05 | 1:13 | --> | 1:25 |
| 1:32 | 1:44 | 1:52 | 2:05 | 2:13 | 2:16 | --> |
| 2:32 | 2:44 | 2:52 | 3:05 | 3:13 | --> | --> |
| 3:02 | 3:14 | 3:22 | 3:35 | 3:43 | 3:46 | 4:25 |
| 4:02 | 4:14 | 4:22 | 4:35 | 4:43 | 4:46 | --> |
| 4:32 | 4:43 | 4:50 | 5:09 | 5:09 | --> | 5:21 |
| 5:02 | 5:13 | 5:19 | 5:30 | 5:38 | 5:42 | --> |
| 5:32 | 5:43 | 5:50 | 6:00 | 6:08 | --> | 6:21 |
| 6:02 | 6:13 | 6:19 | 6:30 | 6:38 | 6:42 | --> |

*SAT ONLY: Departs Gate N-2 Outbound to Volusia Mall/Tanger Outlets*

| Transfer Plaza | Nova/ Mason | 3rd St/ Ave | Volusia Mall/ Main Entrance | Volusia Mall/ Sears | Dunlawton/ Clyde Morris | Tanger Outlets |
|---|---|---|---|---|---|---|
| 6:17 | 6:27 | 6:33 | 6:43 | 6:51 | 6:54 | 7:21 |
| 7:02 | 7:13 | 7:20 | 7:30 | 7:38 | 7:41 | |
| 7:32 | 7:44 | 7:52 | 8:05 | 8:13 | 7:46 | 8:25 |
| 8:32 | 8:44 | 8:52 | 9:05 | 9:13 | | |
| 9:02 | 9:44 | 9:52 | 10:05 | 10:13 | 9:46 | 9:25 |
| 10:32 | 10:44 | 10:52 | 11:05 

# APPENDIX L
Sight Line Graphic




SITE DATA:

| | |
|---|---|
| CIRCLE K AREA (PER SURVEY): | ±59,135 SF (±1.35 AC) |
| OFF-SITE POND AREA: | ±21,507 SF (±0.49 AC) |
| TOTAL SITE AREA: | ±80,642 SF (±1.84 AC) |
| JURISDICTION: | ORMOND BEACH, FL |
| CURRENT ZONING: | COMMERCIAL (B-8) |

PROVIDED PARKING:

| | |
|---|---|
| EXISTING PARKING SPACES TO BE REMOVED: | 32 SPACES |
| EXISTING PARKING SPACES TO REMAIN: | 0 SPACES |
| PROPOSED PARKING SPACES (10'x20'): | 19 SPACES |
| PROPOSED ADA PARKING SPACES (12'x20): | 1 SPACES |
| TOTAL PARKING SPACES PROVIDED | 20 SPACES |

REQUIRED PARKING:

| | |
|---|---|
| 1 SPACE PER 100 SF OF GFA | 20 SPACES |

NOTE:
1. UNDERGROUND EXFILTRATION MAY BE REQUIRED FOR THIS SITE.
2. POND SHOWN IS FOR CONCEPTUAL PURPOSES ONLY AND SUBJECT TO CHANGE BASED ON VERIFIED BUFFERS AND ACTUAL DRAINAGE ANLAYSIS

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

Kimley»Horn

SP-08-C

CIRCLE K - NOVA & HAND

ORMOND BEACH, FL

# CONCEPTUAL SKETCH

08/29/24 - CONTACT JAROD STUBBS, P.E. (386) 271-0272

December 9, 2024

Steven Sparker, AICP
City of Ormond Beach Planning Department
22 S. Beach St, Room 104, Ormond Beach, FL 32174

Jay Williams, P.E., PTOE
Volusia County Traffic Engineering
123 W. Indiana Ave, DeLand, FL 32720

**RE: Circle K – Nova Rd & Hand Ave**

Please accept the following responses to the TIA review comments concerning the above-referenced project.

*City Comments*

*Section 1.0: Introduction*

Comment 1) Paragraph 2 – The Subject parcel appears to be in the Northeast corner of the intersection. Please update description.

Response 1) Subject parcel location has been updated.

Follow-up Comment 1) Response sufficient/Comment complete

Comment 2) Figure 1- The intersection numbers are not consistent with the list before or the other analysis. Please correct.

Response 2) Intersections for *Figure 1* have been updated.

Follow-up Comment 2) Response sufficient/Comment complete

*Section 2.0: Existing Intersection Conditions*

Comment 3) Paragraph 2—The statement "The westbound-through/right movement at Nova Road & Hand Avenue operates with high delay (LOS F), but sufficient capacity. This indicates that the queue is and will continue to block sight lines from the driveway exit for vehicles to attempting to take a left-out of the property. Please include the 95$^{th}$ percentile queue in the existing condition with the existing signal timing. Explain any calibration needed for lane utilization based on field observations.

Response 3) The statement in question is not implying that the westbound queue affects site

distance for drivers at the project driveway on Hand Avenue. The statement is reflecting the information shown on the Synchro outputs, included in Appendix F, wherein the overall movement operates at an LOS F, and has a V/C ratio below 1.0 (0.88 and 0.63 in the AM and PM, respectively). The queue for the westbound approach is 11 vehicles as shown in the synchro outputs. A summary table has been included at the request of the County. Based on field observations, the queue for this WB approach did not exceed the project driveway (which is about 225 feet from the stop bar). The HCM analysis is much more conservative than actual condition; therefore, no adjustment was performed. Please note that this section pertains to existing conditions and project trips/impact has not yet been considered or evaluated. Any mitigation will be explained in the Buildout Condition Analysis.

Follow-up Comment 2) Reviewer Comment – As shown in Table 1, 11 vehicles at 25 feet a vehicle would fill the storage between this driveway and the signalized intersection. Please demonstrate, with a sight line graphic, the view from the driveway for drivers wishing to make a left turn with 11 vehicles queued.

**Follow-up Response 2) As requested, a sight line graphic has been included in Appendix L. Per FDOT, the sight line extends 240 feet (assuming a design speed of 30 mph) beyond the crosswalk. However, it is important to note that the volume heading east on this segment is low, and as shown in the operational analysis, there will be sufficient gaps for vehicles to perform a left turn out of the project driveway (i.e., no operational constraints). The speed at which vehicles enter Hand Avenue is expected to be lower than the design speed of the vehicle running speed over an uninterrupted roadway segment like Hand Avenue. Therefore, to mitigate this and allow vehicles to adequately perform a left out of the site, the intersection has been proposed to include "DO NOT BLOCK INTERSECTION" signage and pavement marking.**

Comment 4) Please add that the existing condition at the Intersection #3—The driveway to Hand Avenue is a right-in/right out based on roadway striping.

Response 4) The requested language has been added to section 2.1, *Existing Traffic*.

Follow-up Comment 4) Response sufficient/Comment complete

*Section 3.3: Trip Assignment*

Comment 5) Figure 4—Project Trips on southbound Nova Road are shown making a left turn on Hand Avenue. Please update the reflect the U-Turn required to reach project driveway #1.

Response 5) U-Turns at Intersection #1 has been updated.

Follow-up Comment 5) Response sufficient/Comment complete

*Section 4.2: Background Intersection Analysis*

Comment 6) Paragraph 2—The statement "…westbound-through/right movement at Intersection #1 becomes overcapacity with a v/c ratio greater than 1.0." Indicates concern about the ability of vehicles to successfully take a left-out of the property. Please include the 95th percentile queue in the background condition with the existing signal timing and explain any calibration needed for lane utilization based on field observations.

Response 6) Please note that this section pertains to background conditions and project trips/impact has not yet been considered or evaluated. Any mitigation will be explained in the Buildout Condition Analysis. Please refer to Response #3. A detail summary has been included at the request of the County.

Follow-up Comment 6) Reviewer Comment – As shown in Table 5, 16 vehicles at 20 feet a vehicle would more than fill the storage between this driveway and the signalized intersection. Please demonstrate, with a sight line graphic, the view from the driveway for drivers wishing to make a left turn with 16 vehicles queued.

**Follow-up Response 6) Please refer to comment response #2.**

*Section 5.1: Buildout Traffic*

Comment 7) Paragraph 1/Final Sentence—The final sentence is not complete. Please update to reflect intended statement.

Response 7) Noted, language has been revised.

Follow-up Comment 7) Response sufficient/Comment complete

Comment 8) Figures 6 and 7. The traffic volumes between Intersection #1 and Intersection #3 on Hand Avenue do not balance. Please explain the discrepancy and address in any subsequent analysis.

Response 8) Through volumes at intersection #3 (project driveway on Hand Ave) were balanced accordingly.

Follow-up Comment 8) Response sufficient/Comment complete

Comment 9) Update all summarization of vehicle delay and volume to capacity based on requested updates in Appendix F – Synchro Outputs.

Response 9) All summary tables have been updated accordingly.

Follow-up Comment 9) In review of the Synchro outputs, existing AM peak hour compared to the

Buildout AM peak hour, the capacity for the Westbound through movement increases from 267 to 494. Please identify assumptions made between existing and buildout that result in improved traffic operations in the Westbound movements despite no change in the Phase 8 split or cycle length. Please provide the Synchro files with any further submittal.

**Follow-up Response 9) Signal timing adjustments were performed to improve operations. Specifically, phase 3 (WBL) was given 5 seconds, which, as shown in the synchro outputs, increased the capacity as indicated above.**

*Section 6.0: Safety*

Comment 10) Bullet 4/Bottom of page 21—The bullet states 77 crashes occurred during dry conditions., However, in paragraph 2 (same page), the Signal Four Analytics is stated to have included only 63 crashes in the past 5 years. Please explain if the study area, data set, or duration of crash history is different for the data described in the bullets.

Response 10) Crash data has been revised.

Follow-up Comment 10) Response sufficient/Comment complete

Comment 11) Appendix J—The Appendix J with the pivot tables described in the report is not included in the submittal. Please provide for review.

Response 11) Pivot tables have been added to Appendix J.

Follow-up Comment 11) Crash data in Appendix J shows 64 total crashes, not 63 as stated in the report. Please clarify.

**Follow-up Response 11)There is one (1) crash outside the area of influence of the intersection that appeared in the Signal 4 boundary when downloading the data. Therefore, this crash was excluded from the analysis.**

Comment 12) The signal timing strategies presented by the applicant for addressing the crash history include: Increasing gap extension time; increasing intervals; adding leading pedestrian intervals (LPI)s; and restricting Right Turn on Red for the minor approaches.

It is acknowledged that these are standard approaches to address some crashes through signal operations, however, it is not presented how these are used in this situation or if their use may cause other unintended consequences. Please address these strategies in an explanation of signal timing improvements in the buildout intersection analysis.

Response 12) Generally, these safety improvements will increase delay at the intersection. The

improvements are done to prioritize safety. An explanation of these strategies and their consequences has been included in the report.

Follow-up Comment 12) Applicant states that "intersection can still run at levels below LOS F" while including these improvements. Please summarize the increase in delay and extension of queues based on the additional traffic volume and signal timing modifications.

**Follow-up Response 12) The LPI will add 7 seconds per cycle when a pedestrian call is placed. Otherwise, no delay will be present during that cycle. As shown in the TMCs, very few pedestrians (2 in the peak hour) are crossing Nova Road. The analysis already accounts for NO RIGHT TURNS ON RED. Therefore, the analysis shows the worst-case scenario.**

*Section 10.0: Conclusion*

Comment 13) Paragraph 1/ Final Sentence—The sentence states that there is "one (1) full-access driveway on Hand Avenue." Please include justification for any proposed changes in access to the site. The existing condition is right-in/right-out and driveway is within the influence area of the adjacent signal.

Response 13) Text has been revised.

Follow-up Comment 13) Reviewer Comment – The text revision is not consistent with the observed existing condition, the introduction section to this report, or the conceptual site plan provided in Appendix B. The analysis provided in this report does not clearly illustrate the need for a left turn in or out, present the sight line limitations of the projected queues at the westbound approach of Nova Road, or discuss the safety ramifications of traffic turning left out merging with eastbound traffic that is passing through the signalized intersection in an area with a taper and speed reduction.

Additionally, the conclusion refers to a left hand in access from Nova Road. This is not the existing condition, nor an analyzed change in the Nova Road access. Please add justification for how a change in access is both necessary and can be performed without impacting the safety of both study the site driveway on Hand Avenue (Intersection 3) and the signalized intersection of Hand Avenue and Nova Road (Intersection 1) as well as not impacting surrounding properties.

**Follow-up Response 13) The text has been revised for consistency. The need for a left turns out of the driveway is to allow for vehicles arraign from the east on Hand Ave to return and complete their trip. As shown in the trip distribution, 5% of the trips are assigned east on Hand Ave. Refer to comment response #2.**

*Section Appendix C: Turning Movement Counts*

Comment 14) Intersection #3- This intersection is currently striped to be Right-In/Right/Out only from each of the side street (driveway) approaches to Hand Avenue. However, the counts indicate that there is frequent use of this intersection as a full two-way stop-controlled intersection. Please summarize the impact to vehicle traffic at this intersection with the proposed driveway configuration for Circle K.

Response 14) Noted. A quick summary has been included in the report. The proposed modifications on Hand Avenue would not technically impact the southern driveway since, legally, it is a right-in/right-out driveway. However, drivers may still decide to perform illegal movements with or without the proposed development in place, which we do not have control over. If any impact were to occur, it would discourage vehicles from performing illegal driving.

Follow-up Comment 14) This response indicates that the no change in access at Hand Avenue in this study. Opening this median for left-out access from the project site could encourage additional left-out violations from the south side of Hand Avenue. Consider adding signage to reinforce turning restrictions.

**Follow-up Response 14) As shown in the site plan, additional signage has been considered to discourage left movements at the intersection.**

*Section Appendix F: Synchro Outputs*

Comment 15) Build-out Improvement—The traffic operations analysis in Synchro of Intersection #1 needs to maintain the existing cycle length to allow for coordination with the adjacent signals unless directed in writing to change the cycle length from the maintaining agency. Please revise the analysis and summarization of delay and v/c within the report.

Response 15) Acknowledged. The analysis was revised to maintain the existing cycle length throughout.

Follow-up Comment 15) Response sufficient/Comment Complete

*County Comments*

**First Round of Comments:**

Comment 1) Considering the potential influx of pass-by trips from nearby developments, a comprehensive evaluation is necessary to ensure that the traffic signal can effectively accommodate the increased demand without compromising its operational efficiency and safety. Please provide additional analysis on Hand Avenue & Nova Road intersection that would exclude development pass by trips as noted in table 4 for the proposed gas station to confirm the traffic signal operational resilience.

Response 1) As requested, an additional scenario was performed without the pass-by trip reduction at intersection #1.

Comment 2) Referencing TIA report page 12 section 4.3 Background with Improvement at intersection Hand Avenue & Nova Road, recommendation of improvements by other vested projects shall be considered but also confirmed in line with the concurrency laws requirement that developments maintain the adopted LOS standards to ensure that growth does not outpace infrastructure capacity. The TIA's proposed improvements to deficient intersections not only meet these standards but exceed them, potentially resulting in a higher LOS than required. Given that these improvements offer benefits that surpass the basic concurrency requirements, it is equitable that the costs associated with these enhancements be allocated proportionately to the developments that generate the additional traffic demand.

The Proportionate Fair Share (PFS) mechanism is designed to ensure that developments contribute fairly to the costs of necessary infrastructure improvements. When improvements elevate an intersection's LOS beyond the adopted standard, the additional capacity created is primarily intended to accommodate the increased traffic generated by the development. Therefore, it is appropriate for the development to bear the cost of this additional capacity in proportionate to its usage of the intersection. This approach ensures that existing residents and businesses are not subsidizing infrastructure improvements that disproportionately benefit new developments. By tying the PFS costs directly to the proportion of trips generated by the development, we ensure fair and transparent distribution of costs. The improvements beyond the adopted LOS represent an added benefit to the transportation network, and it is logical that the entities creating the need for these improvements should fund them accordingly.

Response 2) Noted.

Comment 3) Provide in a tabulated format the results of all studied signalized intersections to include current/Project plus vested/ Project plus vested plus development to include the following parameters:

- Back of queue Ft/Ln (95$^{th}$ Percentile)
- Confirmation of sufficient storage length left/right turn movement(s) if turning lanes are available.

| Intersection | Turn Lane | Posted Speed Limit (mph) | Existing Lane Length (ft) | Required Deceleration (ft) | Current Yr. Traffic | | | | Future Yr. Traffic + Vested | | | | Development Build-Out | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | # of Lanes | 95th Percentile Queue Length (veh x 25 ft) | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | # of Lanes | 95th Percentile Queue Length (veh x 25 ft) | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | # of Lanes | 95th Percentile Queue Length (veh x 25 ft) | Total Required Turn Lane Length (ft) | Lane Length Deficiency (ft) | Lane Length Deficiency Difference from Future & Vested to Build-Out (ft) | Project Trips |
| AM PEAK | | | | | | | | | | | | | | | | | | |
| Name | NBL | | | | | | | | | | | | | | | | | |
| | NBR | | | | | | | | | | | | | | | | | |
| | SBL | | | | | | | | | | | | | | | | | |
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| PM PEAK | | | | | | | | | | | | | | | | | | |
| Name | NBL | | | | | | | | | | | | | | | | | |
| | NBR | | | | | | | | | | | | | | | | | |
| | SBL | | | | | | | | | | | | | | | | | |
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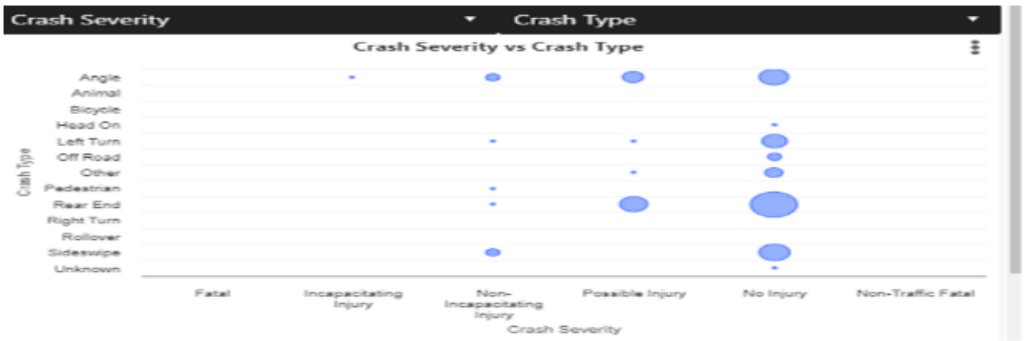
Response 3) The requested table has been added to the report.

Comment 4) The proposed safety mitigation measures in section 6 should be considered as part of the suggested capacity improvements as noted in section 4.3 of the report.

- Left-turning and right-angle crashes were predominately caused by vehicles advancing through solid red lights. Red and yellow clearances should be revised to allow sufficient time for vehicles to clear the intersection.
- Though only one pedestrian crash occurred during the five (5) years of data, adding a Leading Pedestrian Interval (LPI) would allow pedestrians to cross the road with more time and reduce the overall amount of vehicular-pedestrian conflict time.
- Another potential improvement could be to restrict right turns on reds at the minor approaches, particularly on the eastbound approach, which would prevent drivers from making risky maneuvers when turning right onto Nova Road from Hand Avenue.









Response 4) Noted. The analysis does consider no RTOR. Yellow and red clearances should be revised based on actual traffic conditions (field observations required) and comply with the required minimums. LPIs would only have an impact when pedestrian call is placed; this impact would be minimal and not significant- essentially an additional 7 seconds delay on the cycle length.

Comment 5) Secure written confirmation from the relevant agencies their listed vested development(s) to be considered within your impacted study area.

Response 5) The latest vested trip information was included in the TIA and approved in the preceding TIA Methodology.

**Second Round of Comments:**

Comment 1) Proposed background improvements for the intersection at Nova Road & Hand Avenue reflected in table 6 shall adhere to the primary objective of traffic impact analysis ensuring that facilities continue to meet the adopted LOS, preventing deficiencies and ensuring the smooth operation of the transportation network. As per the Highway Capacity Manual 7th Edition, *The volume-to-capacity (v/c) ratio, or more correctly, demand-to-capacity (d/c) ratio, is a special-case service measure. It cannot easily be measured in the field, nor is it a measure of traveler perceptions. Until capacity is reached (i.e., when flow breaks down on uninterrupted-flow facilities and when queues build on interrupted- or uninterrupted-flow facilities), these ratios are not perceivable by travelers. Therefore, the HCM often uses a v/c (d/c) ratio of greater than 1.0 (i.e., capacity) as an additional test for defining when LOS F occurs but does not use these ratios to define other LOS ranges.*

**Table 5:** Background (2025) Intersection Conditions

| Background Condition - 2025 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | PM Peak Hour | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio |
| 1 | Nova Road & Hand Avenue | Signalized | EB | F | EBR | 1.10 | E | EBR | 0.96 |
| | | | WB | F | WBT/R | 1.09 | E | WBT/R | 0.75 |
| | | | NB | C | NBL | 0.90 | D | NBL | 0.93 |
| | | | SB | C | SBT/R | 0.42 | D | SBT/R | 0.58 |
| | | | **Overall** | **E (55.7 s)** | **EBR** | **1.10** | **D (54.6 s)** | **EBR** | **0.96** |
| 2 | Nova Road & Project Driveway #1 | Unsignalized (1WSC) | EB | - | - | - | - | - | - |
| | | | WB | A | WBR | 0.00 | A | WBR | 0.00 |
| | | | NB | - | - | - | - | - | - |
| | | | SB | - | - | - | - | - | - |
| | | | **Overall** | - | **WBR** | **0.00** | - | **WBR** | **0.00** |
| 3 | Hand Avenue & Project Driveway #2/ Tomoka Plaza Driveway | Unsignalized (TWSC) | EB | A | EBL/T/R | 0.00 | A | EBL/T/R | 0.00 |
| | | | WB | A | WBL/T/R | 0.01 | A | WBL/T/R | 0.03 |
| | | | NB | B | NBL/T/R | 0.02 | C | NBL/T/R | 0.11 |
| | | | SB | A | SBL/T/R | 0.00 | A | SBL/T/R | 0.00 |
| | | | **Overall** | - | **NBL/T/R** | **0.02** | - | **NBL/T/R** | **0.11** |

**Response 1) Noted. The proposed improvements were modeled to ensure the intersection operates at its adopted LOS.**

Comment 2) Please note CTE confirmation with your listed proposed improvement(s) would be in line with County improvement strategy ahead of being assumed as acceptable improvement(s) as stated in the TIA guideline

| Safety analysis proposed Development Improvement(s) | Valid Assumption | Invalid Assumption | Alternative Improvement to be considered | Comment |
|---|---|---|---|---|
| **Signalized intersection @ Nova Road & Hand Avenue** | | | | |
| Revise gap extension | X | | | |
| Revise red and yellow clearances | X | | | |
| Implementing Leading Pedestrian Intervals (LPI) | X | | | |
| Consider restricting right turns on red from the minor approaches (specifically the eastbound right movement) | | | X | **How does this improvement impact operations at the intersection? Should update analysis to account for RTOR restriction.** |

**Response 2)** **Noted. Note that the analysis does not include right turns on red as it assumes 0 vph is required to perform a right turn when the light is red. The impact of such improvement is already shown throughout the analysis.**

Comment 3) Please use the updated PFS spreadsheet dated July 2024.

**Response 3)** **Noted. The latest spreadsheet was used as requested.**

Should you have any additional questions please do not hesitate to contact me at (386) 271-0273 or emanuelle.rodriguez@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Emanuelle D Rodríguez Muñiz, P.E., IMSA[1]

# Circle K TIA Review – Comments

| | |
|---|---|
| **Date:** | Wednesday, October 30, 2024 |
| **Project:** | Circle K TIA Review |
| **To:** | Steven Spraker, Shawn Finley |
| **From:** | Matt Wiesenfeld |
| **Subject:** | Review of Circle Traffic Impact Analysis Report |
| **Attachments:** | N/A |

The City of Ormond Beach has retained HDR to perform a review of the Traffic Impact Analysis (TIA) Report for Circle K at the Northeast corner of Nova Road and Hand Avenue. There are three intersections evaluated in the TIA as listed below:

1. Hand Avenue & Nova Road (Signalized – Full)
2. Nova Road & Project Driveway #1 (2wayStop - Right-in/Right-out)
3. Project Driveway #2 & Hand Avenue (2wayStop - Right-in/Right-out/Left-Out)

The TIA was also reviewed for consistency with the approved methodology and for appropriateness of recommended improvements. Comments are summarized below.

**Comments for Applicant**

**Section 1.0: Introduction**

1. Paragraph 2 – The subject parcel appears to be in the Northeast corner of the intersection. Please update description.
    a. Applicant Response - *Subject parcel location has been updated.*
    b. Reviewer Comment – Response sufficient/Comment complete
2. Figure 1 – The intersection numbers are not consistent with the list before or the other analysis. Please correct.
    *a.* Applicant Response - *Intersections for Figure 1 have been updated.*
    b. Reviewer Comment – Response sufficient/Comment complete

**Section 2.2: Existing Intersection Conditions**

3. Paragraph 2 – The statement "The westbound-through/right movement at Nova Road & Hand Avenue operates with high delay (LOS F), but sufficient capacity. This indicates that the queue is and will continue to block sight lines from the driveway exit for vehicles to attempting to take a left-out of the property. Please include the 95th percentile queue in

the existing condition with the existing signal timing. Explain any calibration needed for lane utilization based on field observations.

   a. Applicant Response - *The statement in question is not implying that the westbound queue affects site distance for drivers at the project driveway on Hand Avenue. The statement is reflecting the information shown on the Synchro outputs, included in Appendix F, wherein the overall movement operates at an LOS F, and has a V/C ratio below 1.0 (0.88 and 0.63 in the AM and PM, respectively). The queue for the westbound approach is 11 vehicles as shown in the synchro outputs. A summary table has been included at the request of the County. Based on field observations, the queue for this WB approach did not exceed the project driveway (which is about 225 feet from the stop bar). The HCM analysis is much more conservative than actual condition; therefore, no adjustment was performed. Please note that this section pertains to existing conditions and project trips/impact has not yet been considered or evaluated. Any mitigation will be explained in the Buildout Condition Analysis.*
   b. Reviewer Comment – As shown in Table 1, 11 vehicles at 25 feet a vehicle would fill the storage between this driveway and the signalized intersection. Please demonstrate, with a sight line graphic, the view from the driveway for drivers wishing to make a left turn with 11 vehicles queued.

4. Please add that the existing condition at the Intersection #3 – The driveway to Hand Avenue is a right-in/right out based on roadway striping.
   a. Applicant Response - *The requested language has been added to section 2.1, Existing Traffic.*
   b. Reviewer Comment – Response sufficient/Comment complete

**Section 3.3: Trip Assignment**

5. Figure 4 – Project Trips on southbound Nova Road are shown making a left turn on Hand Avenue. Please update to reflect the U-Turn required to reach project driveway #1.
   a. Applicant Response - *U-Turns at Intersection #1 has been updated.*
   b. Reviewer Comment – Response sufficient/Comment complete

**Section 4.2: Background Intersection Analysis**

6. Paragraph 2 – The statement "…westbound-through/right movement at Intersection#1 becomes overcapacity with a v/c ratio greater than 1.0." Indicates concern about the ability of vehicles to successfully take a left-out of the property. Please include the 95th percentile queue in the background condition with the existing signal timing and explain any calibration needed for lane utilization based on field observations.

a. Applicant Response - *Please note that this section pertains to background conditions and project trips/impact has not yet been considered or evaluated. Any mitigation will be explained in the Buildout Condition Analysis. Please refer to Response #3. A detail summary has been included at the request of the County.*
b. Reviewer Comment – As shown in Table 5, 16 vehicles at 20 feet a vehicle would more than fill the storage between this driveway and the signalized intersection. Please demonstrate, with a sight line graphic, the view from the driveway for drivers wishing to make a left turn with 16 vehicles queued.

**Section 5.1: Buildout Traffic**

7. Paragraph 1 / Final Sentence – The final sentence is not complete. Please update to reflect intended statement.
    a. Applicant Response - *Noted, language has been revised.*
    b. Reviewer Comment – Response sufficient/Comment complete
8. Figures 6 and 7. The traffic volumes between Intersection #1 and Intersection #3 on Hand Avenue do not balance. Please explain the discrepancy and address in any subsequent analysis.
    a. Applicant Response - *Through volumes at intersection #3 (project driveway on Hand Ave) were balanced accordingly.*
    b. Reviewer Comment – Response sufficient/Comment complete
9. Update all summarization of vehicle delay and volume to capacity based on requested updates in Appendix F – Synchro Outputs
    a. Applicant Response - *All summary tables have been updated accordingly.*
    b. Reviewer Comment – In review of the Synchro outputs, existing AM peak hour compared to the Buildout AM peak hour, the capacity for the Westbound through movement increases from 267 to 494. Please identify assumptions made between existing and buildout that result in improved traffic operations in the Westbound movements despite no change in the Phase 8 split or cycle length. Please provide the Synchro files with any further submittal.

**Section 6.0: Safety**

10. Bullet 4 / Bottom of page 21 – The bullet states 77 crashes occurred during dry conditions., However, in paragraph 2 (same page), the Signal Four Analytics is stated to have included only 63 crashes in the past 5 years. Please explain if the study area, data set, or duration of crash history is different for the data described in the bullets.
    a. Applicant Response - *Crash data has been revised.*
    b. Reviewer Comment – Response sufficient/Comment complete
11. Appendix J – The Appendix J with the pivot tables described in the report is not included in the submittal. Please provide for review.

   a. Applicant Response - *Pivot tables have been added to Appendix J.*
   b. Reviewer Comment – Crash data in Appendix J shows 64 total crashes, not 63 as stated in report. Please clarify.

12. The signal timing strategies presented by the applicant for addressing the crash history include: Increasing gap extension time; increasing clearance intervals; adding Leading Pedestrian Intervals (LPI)s; and restricting Right Turn on Red for the minor approaches.

    It is acknowledged that these are standard approaches to address some crashes through signal operations, however, it is not presented how these are used in this situation or if their use may cause other unintended consequence. Please address these strategies in an explanation of signal timing improvements in the buildout intersection analysis.
    a. Applicant Response - *Generally, these safety improvements will increase delay at the intersection. The improvements are done to prioritize safety. An explanation of these strategies and their consequences has been included in the report.*
    b. Reviewer Comment – Applicant states that "intersection can still run at levels below LOS F" while including these improvements. Please summarize the increase in delay and extension of queues based on the additional traffic volume and signal timing modifications.

**Section 10.0: Conclusion**

13. Paragraph 1 / Final Sentence – The sentence states that there is "one (1) full-access driveway on Hand Avenue." Please include justification for any proposed changes in access to the site. The existing condition is right-in/right-out and driveway is within the influence area of the adjacent signal.
    a. Applicant Response - *Text has been revised.*
    b. Reviewer Comment – The text revision is not consistent with the observed existing condition, the introduction section to this report, or the conceptual site plan provided in Appendix B. The analysis provided in this report does not clearly illustrate the need for a left turn in or out, present the sight line limitations of the projected queues at the westbound approach of Nova Road, or discuss the safety ramifications of traffic turning left out merging with eastbound traffic that is passing through the signalized intersection in an area with a taper and speed reduction.
    Additionally, the conclusion refers to a left hand in access from Nova Road. This is not the existing condition, nor an analyzed change in the Nova Road access. Please add justification for how a change in access is both necessary and can be performed without impacting the safety of both study the site driveway on Hand Avenue (Intersection 3) and the signalized intersection of Hand Avenue and Nova Road (Intersection 1) as well as not impacting surrounding properties.

**Section Appendix C: Turning Movement Counts**

14. Intersection #3 – This intersection is currently striped to be Right-in/Right-out only from each of the side street (driveway) approaches to Hand Avenue. However, the counts indicate that there is frequent use of this intersection as a full two-way stop-controlled intersection. Please summarize the impact to vehicle traffic at this intersection with the proposed driveway configuration for Circle K.
    a. Applicant Response - *Noted. A quick summary has been included in the report. The proposed modifications on Hand Avenue would not technically impact the southern driveway since, legally, it is a right-in/right-out driveway. However, drivers may still decide to perform illegal movements with or without the proposed development in place, which we do not have control over. If any impact were to occur, it would discourage vehicles from performing illegal driving.*
    b. Reviewer Comment – This response indicates that the no change in access at Hand Avenue in this study. Opening this median for left-out access from the project site could encourage additional left-out violations from the south side of Hand Avenue. Consider adding signage to reinforce turning restrictions.

**Section Appendix F: Synchro Outputs**

15. Build-out Improvement – The traffic operations analysis in Synchro of Intersection #1 needs to maintain the existing cycle length to allow for coordination with the adjacent signals unless directed in writing to change the cycle length from the maintaining agency. Please revise the analysis and summarization of delay and v/c within the report.
    a. Applicant Response - *Acknowledged. The analysis was revised to maintain the existing cycle length throughout.*
    b. Reviewer Comment – Response sufficient/Comment Complete

Volusia County
FLORIDA
Volusia County
Traffic Engineering

**Project Name:** **Circle K – Nova Rd. @ Hand Ave.**
**Subject:** **TIA Comments**
**Date:** **10-24-24**

## Comments

1. Proposed background improvements for the intersection at Nova Road & Hand Avenue reflected in table 6 shall adhere to the primary objective of traffic impact analysis ensuring that facilities continue to meet the **adopted LOS**, preventing deficiencies and ensuring the smooth operation of the transportation network. As per the Highway Capacity Manual 7th Edition, *The volume-to-capacity (v/c) ratio, or more correctly, demand-to-capacity (d/c) ratio, is a special-case service measure. It cannot easily be measured in the field, nor is it a measure of traveler perceptions. Until capacity is reached (i.e., when flow breaks down on uninterrupted-flow facilities and when queues build on interrupted- or uninterrupted-flow facilities), these ratios are not perceivable by travelers.* ***Therefore, the HCM often uses a v/c (d/c) ratio of greater than 1.0 (i.e., capacity) as an additional test for defining when LOS F occurs but does not use these ratios to define other LOS ranges.***

**Table 5:** Background (2025) Intersection Conditions

| Background Condition - 2025 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Intersection | | Control Type | Approach | AM Peak Hour | | | PM Peak Hour | | |
| | | | | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio | Level of Service (overall delay) | Max V/C Movement | Max V/C Ratio |
| 1 | Nova Road & Hand Avenue | Signalized | EB | F | EBR | 1.10 | E | EBR | 0.96 |
| | | | WB | F | WBT/R | 1.09 | E | WBT/R | 0.75 |
| | | | NB | C | NBL | 0.90 | D | NBL | 0.93 |
| | | | SB | C | SBT/R | 0.42 | D | SBT/R | 0.58 |
| | | | **Overall** | **E (55.7 s)** | **EBR** | **1.10** | **D (54.6 s)** | **EBR** | **0.96** |
| 2 | Nova Road & Project Driveway #1 | Unsignalized (1WSC) | EB | - | - | - | - | - | - |
| | | | WB | A | WBR | 0.00 | A | WBR | 0.00 |
| | | | NB | - | - | - | - | - | - |
| | | | SB | - | - | - | - | - | - |
| | | | **Overall** | **-** | **WBR** | **0.00** | **-** | **WBR** | **0.00** |
| 3 | Hand Avenue & Project Driveway #2/ Tomoka Plaza Driveway | Unsignalized (TWSC) | EB | A | EBL/T/R | 0.00 | A | EBL/T/R | 0.00 |
| | | | WB | A | WBL/T/R | 0.01 | A | WBL/T/R | 0.03 |
| | | | NB | B | NBL/T/R | 0.02 | C | NBL/T/R | 0.11 |
| | | | SB | A | SBL/T/R | 0.00 | A | SBL/T/R | 0.00 |
| | | | **Overall** | **-** | **NBL/T/R** | **0.02** | **-** | **NBL/T/R** | **0.11** |

2. Please note CTE confirmation with your listed proposed improvement(s) would be in line with County improvement strategy ahead of being assumed as acceptable improvement(s) as stated in the TIA guideline

| Safety analysis proposed Development Improvement(s) | Valid Assumption | Invalid Assumption | Alternative Improvement to be considered | Comment |
|---|---|---|---|---|
| **Signalized intersection @ Nova Road & Hand Avenue** | | | | |
| Revise gap extension | **X** | | | |
| Revise red and yellow clearances | **X** | | | |
| Implementing Leading Pedestrian Intervals (LPI) | **X** | | | |
| Consider restricting right turns on red from the minor approaches (specifically the eastbound right movement) | | | **X** | **How does this improvement impact operations at the intersection? Should update analysis to account for RTOR restriction.** |

3. Please use the updated PFS spreadsheet dated July 2024.

**Response: Acknowledged. Irrigation source is connected to existing 1 – ½" reclaim water service.**

4. Connecting into what water source? Provide information on the irrigation legend.

   **Response: Acknowledged. Schedule has been updated to reflect irrigation source in which is connected to existing 1 – ½" reclaim water service.**

**Planning Director:**
Reviewer: Steven Spraker email: Steven.Spraker@ormondbeach.org

1. On the site plan, the required buffer wall is called out as a fence. Please change the term fence to wall. Please provide a wall detail in the plan set.

   **Response: The call out has been revised to note "wall" instead of fence. The wall detail is provided on Sheet C7.0.**

2. The end of the wall should occur at the landscape buffer or 10' from the property line. Please note the distance of the wall as 10' on the site plan.

   **Response: The wall has been terminated 10' from the southern property boundary. Please see the revised site plan.**

3. For the site access on Hand Avenue, the SPRC shall require a right in and right out only. Please add the necessary striping, signage and raised porkchop to the site plan. gasoline pump area.

   It is unclear what the DO NOTBLOCK INTERSECTION SYMBOL in the Hand Avenue right-of-way is. The Hand Avenue right-of-way should have a solid double yellow line.

   **Response: The comment is acknowledged. There is signage proposed that indicates "Do Not Block Intersection" to supplement the pavement marking in the Hand Avenue right of way. The left out is critical to this development and therefore are proceeding with the proposed left out of the development on Hand Avenue.**

**Engineer:**
Reviewer: David Allen Ph: (386) 615-7047 email: David.Allen@ormondbeach.org

1. Civil-Show the calculation for the volume at each stage. Include the percent voids and provide documentation of this percentage and factor of safety.

   **Response: This information was provided in the Drainage Report PGS 44 and 45. The factory of safety in the design comes from the soil permeability rates which are reduced by ½ for a factor of safety = 2. Additionally, you will see most underground systems use a porosity of 40% for the stone voids, where we have required this to be reduced to 35%.**

2. Civil-What is the Maximum stage on the upstream side of the weir in CS-1? When the upstream side of the weir is at the maximum stage what does that do to the elevation in D_5?

# Memorandum

| | |
|---|---|
| Date: | Wednesday, May 07, 2025 |
| Project: | Circle K at Nova Road and Hand Avenue |
| To: | Steven Spraker, AICP |
| From: | Matt Wiesenfeld P.E., AICP |
| Subject: | Driveway Access to Hand Avenue |

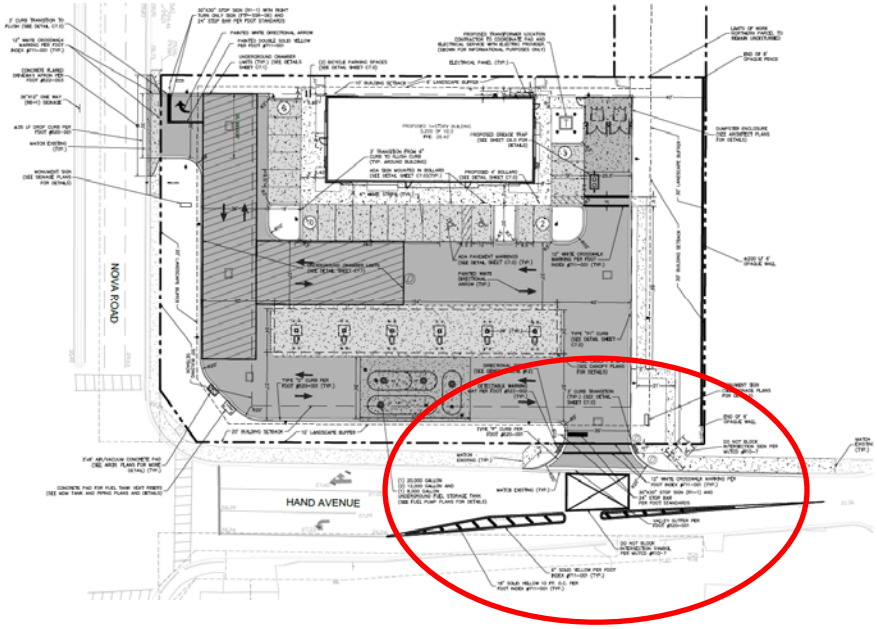
**Purpose:**

This memo elaborates on the City's position that a right-in/right-out driveway is the appropriate condition to maintain and reinforce in the establishing of a new driveway on Hand Avenue, east of Nova Road for access to a proposed Circle K gas station and convenience store.

From the April 21st Letter by the Applicant to the City:

> *For the site access on Hand Avenue, the SPRC shall require a right in and right out only. Please add the necessary striping, signage and raised porkchop to the site plan. gasoline pump area. It is unclear what the DO NOT BLOCK INTERSECTION SYMBOL in the Hand Avenue right-of-way is. The Hand Avenue right-of-way should have a solid double yellow line.*
>
> ***Response: The comment is acknowledged. There is signage proposed that indicates "Do Not Block Intersection" to supplement the pavement marking in the Hand Avenue right of way. The left out is critical to this development and therefore are proceeding with the proposed left out of the development on Hand Avenue.***

Site Design as submitted by the applicant – Red Oval for Driveway in Question



**Analysis:**

In the existing condition, the proposed site has a driveway to Hand Avenue located approximately 220 to 240 feet east of the stop bar for the intersection on the westbound approach of Hand Avenue at Nova Road. The proposed site will be relocating this driveway farther west, placing the driveway closer to the signalized intersection. Existing peak hour queuing analyzed in the applicant's Transportation Impact Analysis is expected to be 250 to 275 feet long, therefore extending beyond the proposed driveway. This proposed driveway location is well within the Functional Area of the intersection as explained in Section 2.4.1 Functional Area of the FDOT Multimodal Access Management Guidebook 2023 (attached), which currently includes a striped median to guide and buffer bidirectional traffic. The American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, also known as the AASHTO Green Book, reinforces that "Driveways should not be situated within the functional area of at-grade intersections."

The westbound queued vehicles on Hand Avenue waiting to access or cross Nova Road will also significantly limit the ability for drivers to see eastbound traffic as needed to perform either a left or through movement when exiting the driveway. The attached photos show the existing observed westbound queues on Hand Avenue extending beyond the existing driveway, as well as sight distance restrictions of eastbound traffic from the driveway due to the westbound queues.

The applicant updated their plans to include a 'Do Not Block the Box' area commonly used with driveways that would be otherwise blocked by extended queuing. This roadway marking can be used to allow drivers to perform a two-stage maneuver where a median provides sufficient width to clear the first queue and reach a safe location to dwell while finding a gap in the oncoming traffic. On Hand Avenue, such a median does not exist, and the operation anticipated is a two-stage turning maneuver in which exiting left turning vehicles block westbound traffic to obtain a vantage point on eastbound traffic. Instead of providing a reasonable location to find a gap in traffic, the left turning vehicle would block any westbound traffic from using the green time allotted for that movement. The proposed design implies a median condition not available in this location and encourages drivers to expose themselves to a difficult turning maneuver within the functional area of a larger, higher volume signalized intersection.

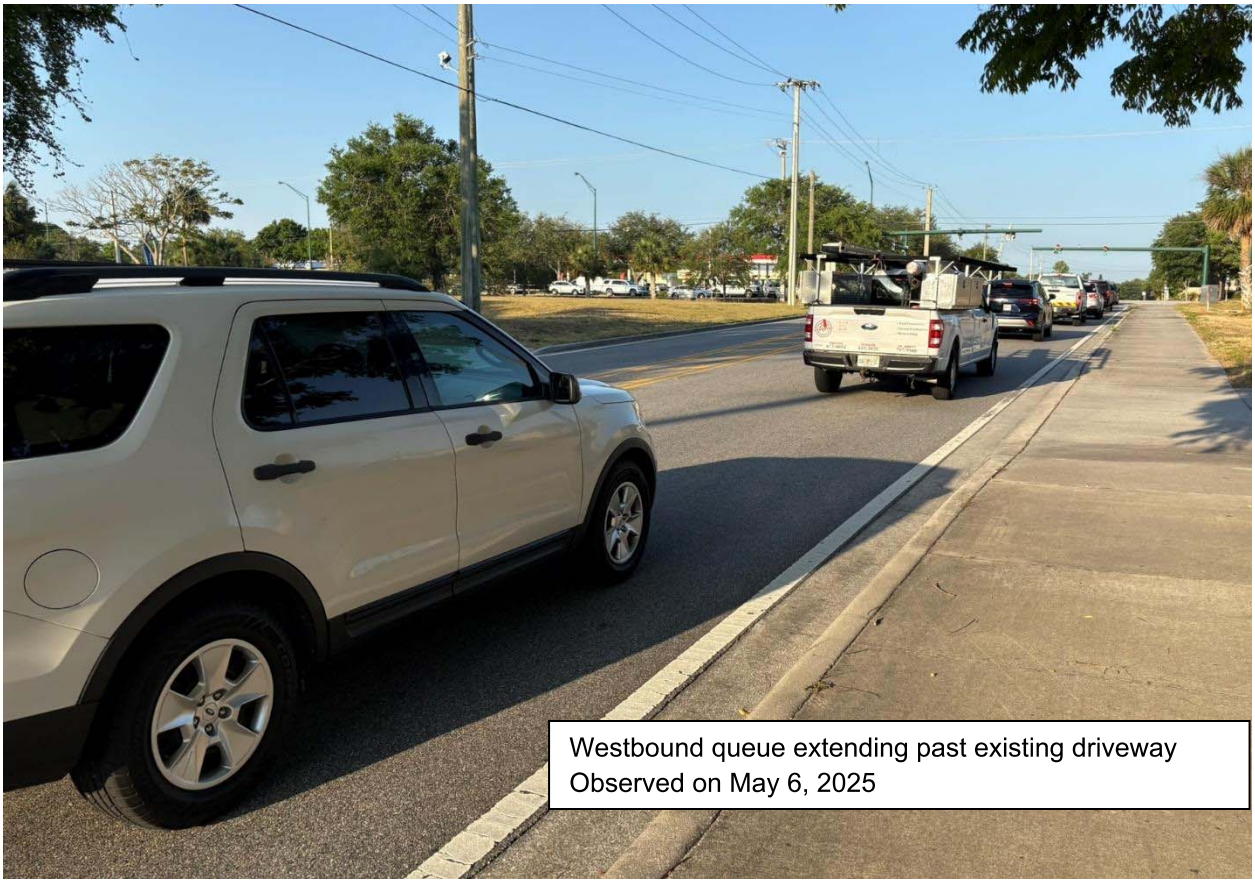
**Conclusion:**

The recommendation from the review of the applicant's Transportation Impact Analysis is to limit this driveway to right-in / right -out movements only to minimize the likelihood of left turn crashes and the degraded traffic operations associated with blocking westbound traffic. The applicant's analysis shows that only two vehicles in the peak hour are expected to use this driveway to turn left and could re-route with any site driveway to reach US 1 using the network of roadways in the area.

**Exhibits:**



Eastbound vehicle emerging from behind westbound queued vehicles.
Observed from existing driveway, May 6, 2025



Westbound queue extending past existing driveway
Observed on May 6, 2025

### 2.4.1 Functional Area

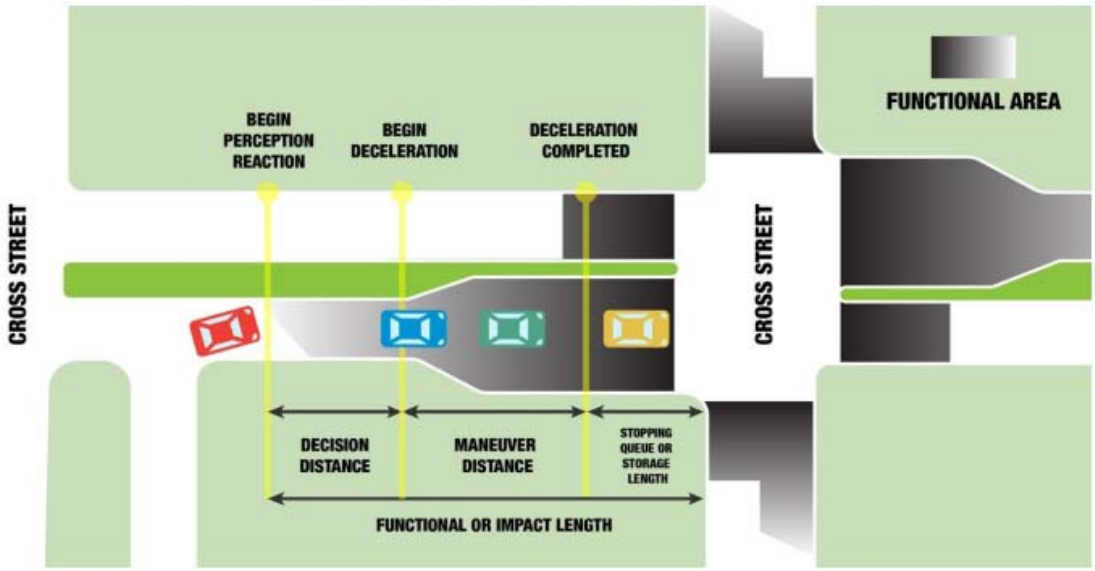
To properly discuss the impacts of medians and driveways on the transportation system, the following background information on the functional area of an intersection is provided below. The functional area can be described simply as the area beyond two intersecting roadways where vehicle movements are affected by the intersection (See *Figure 15*). This area is further broken down into three basic elements where drivers prepare to enter the intersection.

Connection spacing standards and corner clearance standards are the tools used to protect this functional area from median openings and driveway traffic.

The intersection functional area consists of three basic elements:

- Distance traveled during decision time
- Maneuver-deceleration distance
- Queue-storage distance

*Figure 15 | Functional Area Diagram*




*Source: FDOT*

# ATTACHMENT C

Site Plan Review
Committee Meeting
Minutes and PowerPoint

**ORMOND BEACH**
**SITE PLAN REVIEW COMMITTEE (SPRC) MEETING**

**9:00 A.M., May 14, 2025**

## I. Meeting with Applicants – Scheduled Items for Review

### A. 699 S. Nova Road, Site Plan Review Committee Project Determination

**Attendance**
**Applicants:**
Jeff Donalson, Property Owner
Jarod Stubbs, Kimley-Horn
Emanuelle Rodriguez, Kimley-Horn
Jessica Gow, Cobb Cole
Rob Merrell, Cobb Cole
Ashley Sumners, Circle-K

**Guests:**
Amber Boback, resident
Liam Boback, resident
Vickie Maddox, resident
Connie Colby, resident
Michael Gentry, Planning Board

**Staff:**
Steven Spraker, Planning Director
Alex Schumann, City Engineer
David Allen, Planning Civil Engineer
Cara Culliver, Landscape Architect
Ken Gaines, Fire Marshal
Captain Chris Roos, Police Department
Matt Wiesenfeld, HDR, Traffic Consultant
Marcella Miller, Office Manager

**i. Staff presentation:**

Mr. Spraker reviewed the PowerPoint presentation on the site plan application. The site is the former Bank of America business and located in the B-8 zoning district, which allows convenience stores with gas as a conditional use. Mr. Spraker described the project location, noting residential uses to the east of the site.

The submittals dates for the Site Plan Review Committee (SPRC) project were as follows:

- December 04, 2024, with comments and request for additional information December 22, 2024.
- February 17, 2025, with comments and request for additional information March 04, 2025.

- April 22, 2025, with comments and request for additional information May 08, 2025.

A neighborhood meeting was conducted on February 10, 2025.

Mr. Spraker reviewed the site plan, landscape plan and architectural elevations. He noted that there were two key topics:

Hours of operation:

Mr. Spraker stated Section 2-57 of the Land Development Code provides conditional use standards. Subsection (18)(a) states, Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas. He stated that conditional use criteria responses were received from the applicant and there was correspondence received from a resident seeking to have the hours of operation restricted. Mr. Spraker asked Captain Roos for any input on the hours of operation.

Captain Chris Roos, Ormond Beach Police Department, explained that there are two 24-hours-per-day/ 7-days-per-week convenience stores with gas stations directly across the street from the location, as well as a 24-hour laundromat within the Tomoka Plaza. He stated that theses uses have very little impact to the calls for service. After researching a 90-day review, it was said that there are no more calls there than at a limited-hour location.

Captain Roos commented that he does not foresee it bringing in extra people in this location and does not see an adverse impact for a number of vehicles as they are already on the roadway. Captain Roos added that for those that live east of Nova Road, it will be easier to go to the convenience store and gas station across the street.

Hand Avenue – Left Turn Movement From Site:

Mr. Spraker stated he site plan shows the design to allow a left-hand turning movement out of the site to go eastbound on Hand Avenue. No left-hand turning movement from Hand Avenue into the convenience store site. He continued Planning staff have provided comments that the access point on Hand Avenue should be a right-in and right-out turning movement with a raised pork chop to prevent left-hand turning movements. Mr. Spraker introduced Mr. Matt Wiesenfeld, HDR Consulting, a professional engineer who provided the traffic review for the City on this project.

Mr. Matt Wiesenfeld, HDR Consulting, summarized a memorandum provided in the background material and spoke in reference to the access that staff is concerned with regarding the left-hand turn movements. Mr. Weisenfolk explained his research of the expected traffic, looking at the capacity and function. He explained that an issue that came out of the research is that the driveways position was for the functionality of the intersection and how vehicles that are westbound on Hand Avenue are approaching the signal decelerate based on the queue that is waiting there. The deceleration area within is not generally where a driveway is wanted, referenced across the board from many standards. Right-in and right-out driveways are generally preferable over ones that allow left turns. Mr. Weisenfolk continued that there is a striped median there.

Mr. Wiesenfeld stated that this area would be where there is a two-stage maneuver for the left-hand turn, where they would pull out in the traffic and then make the maneuver leaving concern with how it will affect traffic flow westbound, as well as the site lines and the decision-making process.

Mr. Wiesenfeld showed a picture taken from the site driveway existing today and commented that if there was a proposed 'do not block the box', a vehicle could sneak out but block the westbound movement and create an unpredictable situation for drivers approaching the intersection. Both vehicles could possibly think that they have the right-of-way. The analysis shows that the driveway would serve two left-turn vehicles, as a lot of the traffic for the gas station would be on Nova Road. The driveway would have a limited number of vehicles.

Mr. Wiesenfeld suggested to consider the driveway and how it will have a limited number of vehicles, 2 left turn trips in the peak hour, with a lot of the traffic being on Nova Road.

**ii. Applicant presentation:**

Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, One Daytona Boulevard, introduced the project team. Mr. Merrell stated that there is a lot information in the packet and the PowerPoint presentation that establishes the project record. Mr. Merrell discussed the two outstanding issues presented in the presentation.

Mr. Emanuelle Rodriguez, Kimley-Horn, summarized the traffic analysis and conditions of the site distance and the left-out. He highlighted why they wanted a left-out, looking at the volumes currently at that type of driveway, touching on the driveway that is adjacent and across the southern driveway, that there are 20 illegal movements in the peak hour. Mr. Rodgriguez stated that they want to provide a situation where there are legal and safe movements. They are proposing a legal movement and trying to reduce conflicting movements and restricting any other illegal movements at the location. He added that there is not a whole lot of volume going east and west, the reason the left out would be safe. Mr. Rodriguez proposed that signage could be created to manage the queue along Hand Avenue.

Mr. Merrell added that when looking at life safety, they did not see any crash data on it. When researching the signal crashes, there was not a lot to see over the past five years on it.

Mr. Merrell suggested that a condition can be implemented regarding the hours of operation. He added that they have not seen any issues with other stores. The thought is the reason the company keeps it '24/7' hours is to create a presence to keep their property safe and is beneficial to the store and neighborhood as a positive, keeping the area safe and secure. Mr. Merrell asked if there were any questions.

Mr. Wiesenfeld stated that the condition today was a painted median and both driveways should be observing the on left hand turning movements today. He stated that coming up to the intersection, there is a better line of site. He inquired how the do not block pavement marking would be perceived from the Tomoka Plaza side. He asked if this would invite left outs from the Tomoka Plaza and create a conflicting movement. Mr. Wiesenfeld stated that this would need additional analysis.

Mr. Rodriguez stated that signage could provide additional guidance to motorists. Mr. Merrell review options for the turning movement.

Mr. Merrell stated for the hours of operation that all of the corporate Circle K stores are operated 24/7 and this is a corporate brand. He continued that they had not seen any issues from other stores operation 24 hours. Mr. Merrell stated that there is activity in early morning hours, and the open operation provides a presence that keeps their property safe. He stated a store presence would reduce the individuals that should not

be there by continuously being open. Mr. Merrell stated that being open 24 hours is a positive thing for safety and business. Mr. Merrell concluded that they are available for questions.

**iii. Public comments:**

Ms. Amber Boback, 397 Collins Street, thanked the property owner for meeting with her. She explained that she passed out a petition and has obtained approximately 200 signatures against the proposed gas station project due to it abutting single-family homes, added noise, light pollution, 24/7-traffic, risk of fuel-related contamination, health concerns, including increased chances of childhood leukemia, asthmas, increased respiratory complications, and other cancers due to the benzene and other emission exposures, as well as impacts to the adjacent wetland and potable water. Ms. Boback stated that she believes the proposal does not serve the best interest of their neighborhood, environment, or long-term vision for Ormond Beach. She commented that the Land Development Code (LDC) is meant to support thoughtful sustainable growth, not to enable incompatible development that disregards community character. Ms. Boback commented that many residents choose to live in this city because of the City of Ormond Beach's balance between progress and preservation. She asked that the standard be upheld and to protect the long-term well-being of the community that has spoken clearly and respectfully against the project.

Ms. Boback stated that the neighborhood is concerned about the traffic that the store will attract and asked the SPRC to enforce Section 2-57(18)(a), if the submittal is approved. She commented that limiting the hours will decrease the concerns of both vehicle and foot traffic in the early morning due to bus routes and relieve traffic in the late evening hours and lighting would be majorly minimized during non-operation hours and evening to early morning, important to support nocturnal species that the neighborhood supports around the existing wetland neighborhood. She added that Type B convenience stores require much more lighting than the previous business that occupied the property.

Ms. Boback remarked that when going through the submittal and responses dated April 21, 2025, she noticed that the suggested raised- pork chop was not included in the design. She responded in reference to continuing with the left-hand out and the allowance to Hand Avenue being crucial to their project, saying as a homeowner directly across the street from the project, she suggests that it would be a mistake to allow the left-hand turn out into the neighborhood. Ms. Boback stated that they are not against development and are responsible for community supported development and hopes that people will stand with them to defend the values and voices of Ormond Beach.

Ms. Boback directed comments to the applicant, expressing disappointment with the lack of communication. She suggested rethinking the development and commented that business and the community start with communication before and during development.

Mr. Liam Boback stated that he is the son of Ms. Amber Boback and spoke on the diseases and cancers people can get from during and the aftermath of the gas station being built. He concluded expressing his concern for diseases such as childhood leukemia, asthma, lung cancer, noise and exhaust pollution, as well as the traffic. He later added that if a little gas leaks from the gas pump, it could cause potential problems for any animals that ingest it in any way, shape, or form, and could cause severe health problems.

Ms. Connie Colby asked if the Circle-K exhibit shown is going to be the exact design plan. It was advised that the elevations provided to the city are going to be the actual design plan.

Ms. Colby asked if the lighting would be directed away from the housing area. She asked about the traffic on Hand Avenue, from Collins Street, where it goes directly across Hand Avenue, and the area where people will come out of the bank, where they can go straight across, they would cut across people trying to get in the left-hand turn lane. She asked about the area further east from there. Ms. Colby expressed concern with the two places where traffic will cut all the way across and suggests not putting a left-turn area there. She added that when she comes up Collins Street to Hand Avenue, that she has to wait a while for the traffic coming out west on Hand Avenue.

Ms. Colby asked about the trash location, located near the houses on the plans.

Ms. Colby commented on the location of the proposed project, expressing that there are two gas stations already established there. She referenced the LDC and stated that it says that anything close to you should not substantially or permanently depreciate the value of surrounding properties or deprive adjoining properties of adequate light.

Ms. Vicky Maddox stated that she has lived on Collins Street since 1972. She commented that she recalled when Hand Avenue and Division Avenue were dirt roads. Ms. Maddox expressed her concern with the traffic. She explained how people cut through from Division Avenue to Hand Avenue. Collins Street has a 25 mph speed zone and drivers think that it is 55 mph.

Ms. Maddox spoke on the ingress and egress of the previous bank property and stated that coming out of the bank onto Hand Avenue, how on the west side of Nova Road on Hand Avenue, it is four lanes. She recalls it being impossible to take a right-hand turn out of the bank and cannot see a left-hand turn on Hand Avenue going towards Nova Road. Ms. Maddox expressed her concern of hazards with not being able to see the kids on Collins Street where the bus picks up and drop off on both ends.

Ms. Maddox expressed her concern with a catastrophic event if lightning strikes at the gas pumps. She stated that she opposes the proposed project. She concluded that there are already two across the street and that going south on Nova Road at Fleming Avenue there is an empty lot that has been set up for a gas station where there are already tanks in the ground.

Ms. Maddox concluded that if she was the neighbor that lived behind where a supposed wall or fence was going up that she would move and would not want the fumes from the gas.

Mr. Michael Gentry referenced the comment made by Ms. Boback, resident, regarding the lack of communication, and asked if the adjacent property owners were notified and if it met the requirements. It was discussed that the applicants mailed out the neighborhood meeting letters but also met with the adjacent residents one on one.

**iv. Applicant response:**

Attorney Merrell apologized for not communicating enough and added that the convenience store is appropriate for the site. He responded on the technical issues raised with light, traffic, fuel, buffers, noise, wetlands and potable water and advised that the reply will be made by Kimley-Horn, and added that a photometric analysis was done for the lighting and safeguards are built into the plan, as well as landscaping and walls.

Mr. Merrell responded on the traffic concerns, and said they are more movement issues, which is an outstanding issue that the traffic experts can weigh in on.

Mr. Merrell commented that responses will be made regarding trash placement, buffering inquiries and traffic-calming, and how they are willing to work on the city with the traffic-calming. He expressed that Hand Avenue is an overall issue and needs to be addressed with traffic calming by the city.

Mr. Jarod Stubbs, Kimley-Horn, responded that there is a detailed photometric plan, and they have analyzed the fixtures and assured that there will be shielding and lighting will not be outside of the property lines per city requirements. It was said that it is typical for the vendor to also double-check it, and how it will not direct light into anyone's backyard.

Mr. Stubbs continued that the trash location is positioned in the back of the property and shielded by plantings and a wall and will not be visible from the roadway and can create and operational concern if placed in front of the site, so that the fuel trucks can have clear movement entering and exiting off of Nova Road.

Ms. Jessica Gow, Cobb Cole Attorneys at Law, explained that before the code-required neighborhood meeting involvement submittal they met with nearby direct adjacent property owners and discussed the proposed site plan.

Mr. Jeff Donalson, Property Owner, stated that he wants to be a good neighbor and has a 15-year lease with Circle-K and does not want to cause problems. When walking through the neighborhood, he noticed the cut-throughs and how drivers are using Hand Avenue for an easy thoroughfare to get from the east side of the city to the west. He told Ms. Boback that he will help facilitate to seek to have speed bumps installed.

**v. Staff discussion:**

Mr. Spraker replied to Mr. Merrell and Mr. Rodriguez's comments and stated that there is a double-yellow line there, making it an illegal movement on Hand Avenue, and the design of the roadway is not to have a left-hand turn movement.

Captain Roos commented that he lives at 440 Sauls Street off of Hand Avenue and expressed that it is a nightmare making a left-hand turn out on Hand Avenue. He said that no left turn out on Hand Avenue creates worst traffic on Collins Street, and a left turn on Hand Avenue creates a traffic gridlock, and how that will slow traffic down. He added that he no longer drives Fleming Avenue or Division Avenue any longer because of speed bumps and only drives on Hand Avenue.

Mr. Spraker explained that the SPRC does not dictate speed bumps or speed tables and how there is a traffic calming update ongoing and a process for the speed tables with the Engineering Department.

Lastly, Ms. Boback was asked the hours of operation to propose if they are able to be restricted, where she responded 5:00 a.m. to 11:00 p.m. to be open.

Circle K was asked if they would decrease the lighting if the site is closed. It was said that the exterior lighting would not be diminished whether open or closed.

Mr. Spraker asked for details on if the left turn out were to be restricted. Suggesting by signage only or pork chop, Mr. Rodrigez replied that it would be restricted with signage and striping. The raised concrete separator can become a maintenance concern.

Mr. Spraker asked if there are issues, if there is a willingness, if approved and constructed, to revisit the matter afterwards. It was discussed that if it does not work that they will fix it. It was requested that the pork chop in the access point be striped.

It was explained that the SPRC will make a determination and that determinations are appealable if the residents or the project team want to appeal it per Section 1-19 of the LDC. Whether or not the use is allowed is not appealable because the use is allowed as a conditional use. It was advised that the appeal period is 30 days from today and can be appealed with the City Clerk.

Mr. Stubbs proposed evaluating it during a two-year monitoring period, based on crash records and fire department records documentation, for the prohibition of left hand turns onto Hand Avenue.

Mr. Ken Gaines, Fire Marshal, explained under site plan review they got the plan to work when looking at the accessibility, location of fire hydrants, etc.; He added that in his 50 years in the fire services he has never seen lighting strike a fuel tank.

**vi. Site Plan Review Committee decision:**

**Mr. Spraker, Planning Director, entertained a motion:**

**Mr. Schumann made a motion to approve the proposed 24/7 hours of operation. Mr. Spraker seconded the motion. Vote was called, and the motion was approved (Passed: 2-1, with Ms. Culliver in Opposition).**

Discussion: Ms. Culliver expressed that the hours should be limited, and the convenience store should be closed from 12:00 a.m. to 5:00 a.m.

**Mr. Spraker made a motion to prohibit/restrict the left-hand turn out by installing signage and a painted and striped pork chop that would have a true-up provision that is reviewed at a one-year period, two-year period, and if observation that it is not functioning as intended there would be an ability to require a raised curbing. Mr. Schumann seconded the motion. Vote was called, and the motion was approved (Passed: 2-1, with Ms. Culliver in Opposition).**

Ms. Culliver expressed that there should be a physical obstruction now.

**Mr. Spraker made a motion to approve the overall project, subject to the requirement of a resolution of outstanding site plan comments. Mr. Schumann seconded the motion. Vote was called, and the motion was unanimously approved (Passed: 3-0).**

The meeting adjourned at 10:03 a.m.

The SPRC Meeting commenced at 10:13 a.m. on May 14, 2025.

## II. Site Plan Review Committee – Other Business

### B. 475 North Tymber Creek Road, Enclave Subdivision

**Staff:**
Steven Spraker, Planning Director
Alex Schumann, City Engineer
David Allen, Planning Civil Engineer
Cara Culliver, Landscape Architect
Marcella Miller, Office Manager

Mr. Steven Spraker started the conversation with staff.

- The applicants would like (8) eight 5' by 3'columns at the entrance of their (4) four driveways (for 12 lots) to identify their entrances, and it was not on the original site plan.
- The applicants want to be 6" off of the right-of-way (ROW) and the LDC lists that it should be 3'. It was advised that the LDC gives the SPRC the ability to reduce the setback and the Utilities Department advised that the waterline location is okay but that they will have to move the water services.
- It was asked if there is an objection to allowing the columns at each driveway.
- It was discussed that the sidewalk is almost on the property line. If anything happens to the column it would also affect the sidewalk.
- Mr. Allen will discuss with the applicant and ensure that there is a condition in place that the footer has to be 6" off of the right-of-way (ROW) line.
- Mr. Allen will research how close the driveway is to the ROW line.

The meeting adjourned at 10:19 a.m.

# City of Ormond Beach
# Site Plan Review Committee
# May 14, 2025, 9:00 A.M.

## I. MEETING WITH APPLICANTS

### A. Circle K, 699 South Nova Road – Site Plan Review Committee Project Determination

**Format of meeting:**

i. Staff presentation;

ii. Applicant presentation;

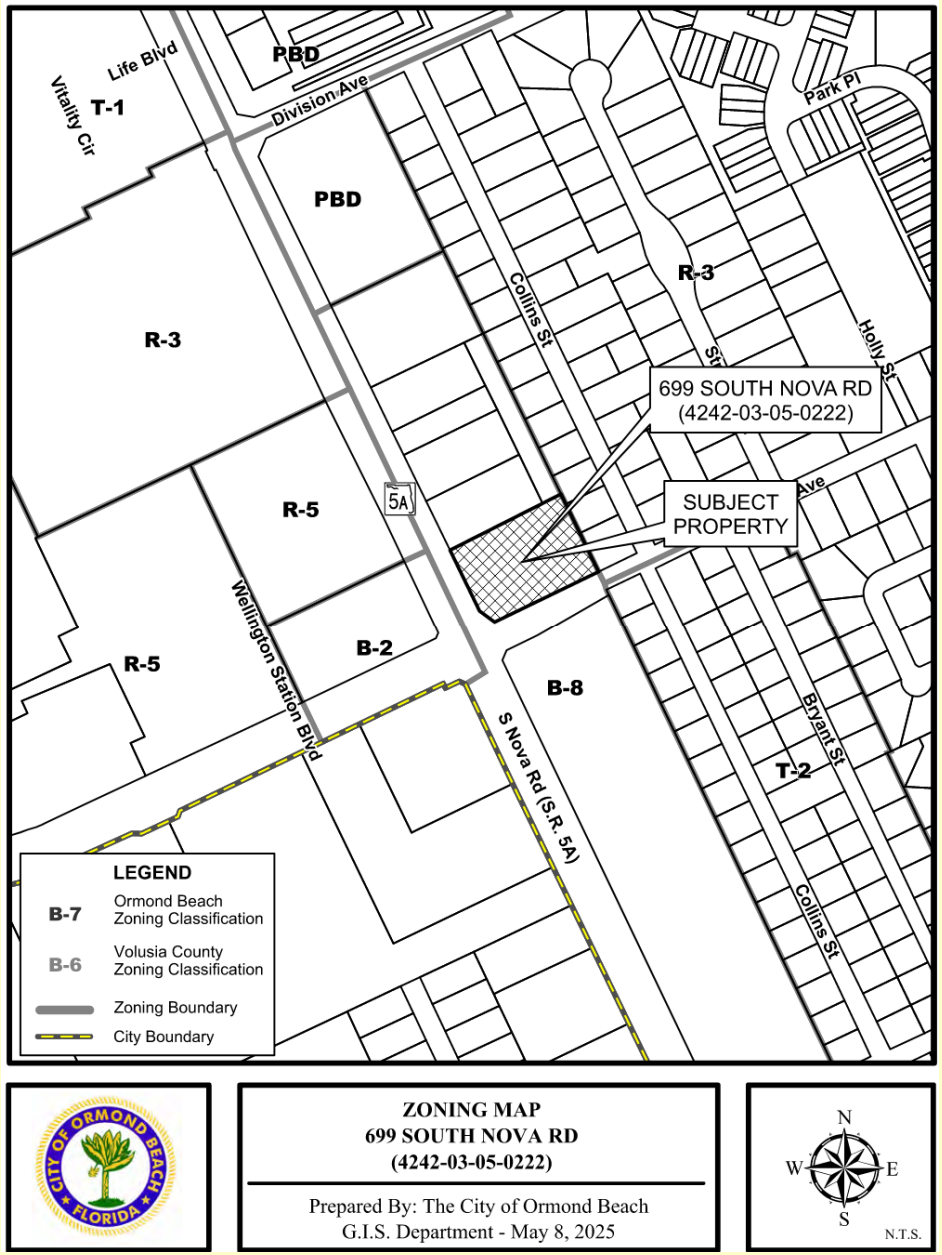
iii. Public comments;

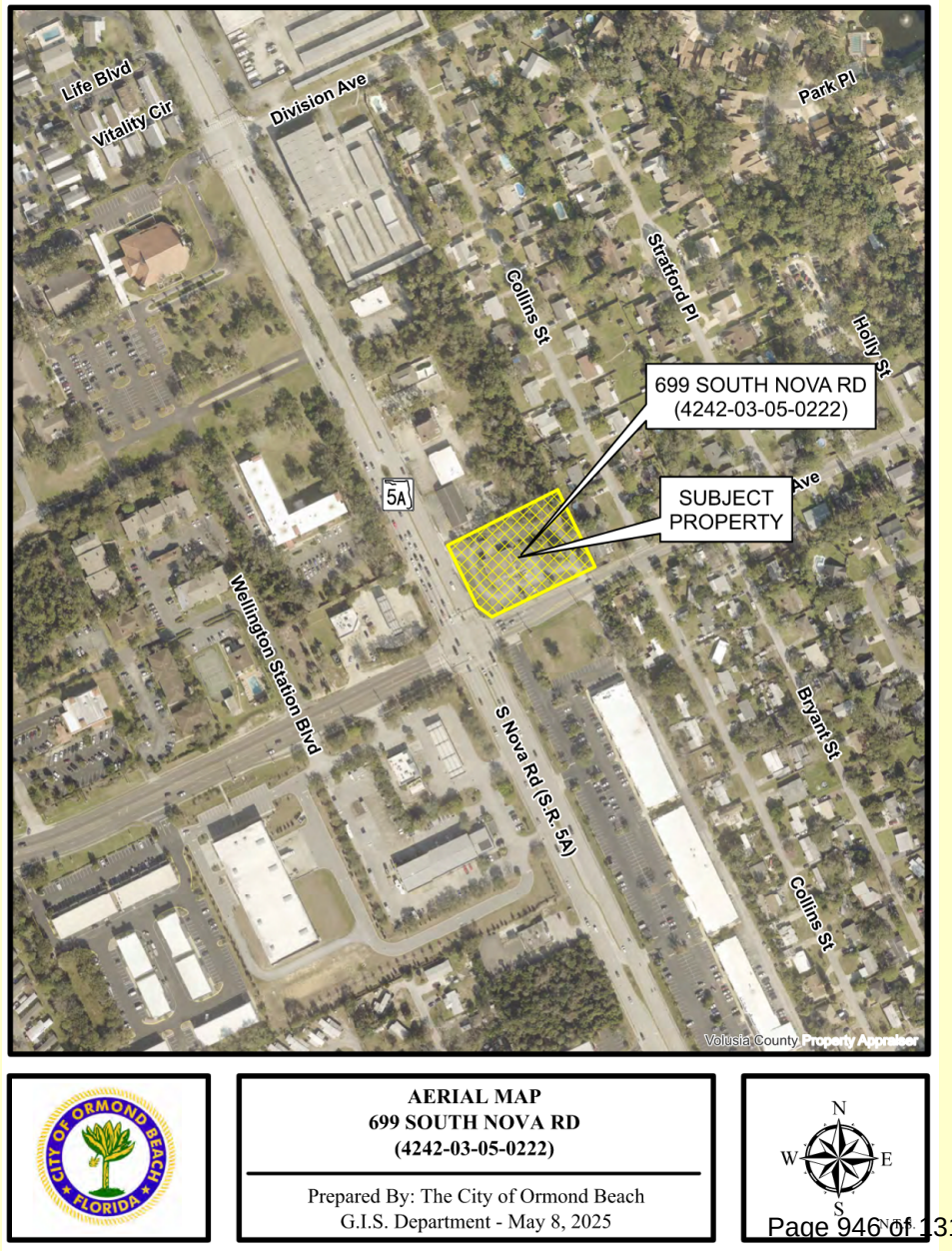
iv. Applicant response;

v. Staff discussion; and

vi. Site Plan Review Committee decision.

# Staff presentation



# 699 South Nova Road – Site Aerial



# 699 South Nova Road – Project History

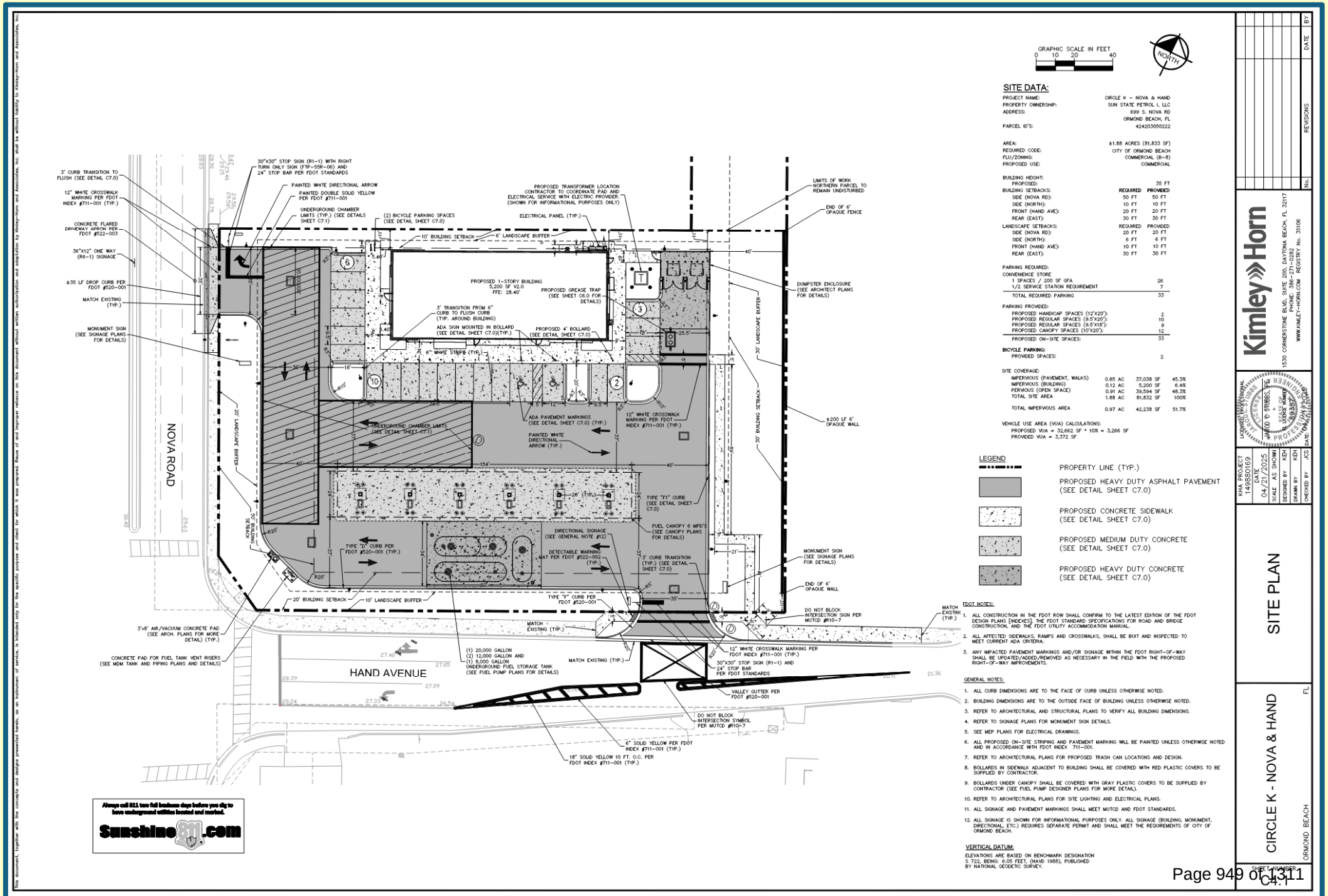
| # | Submittal | Request for Additional Information |
|---|---|---|
| 1. | December 4, 2024 | December 22, 2024 |
| 2. | February 17, 2025 | March 4, 2025 |
| 3. | April 22, 2025 | May 8, 2025 |

A **neighborhood meeting** was conducted on February 10, 2025.

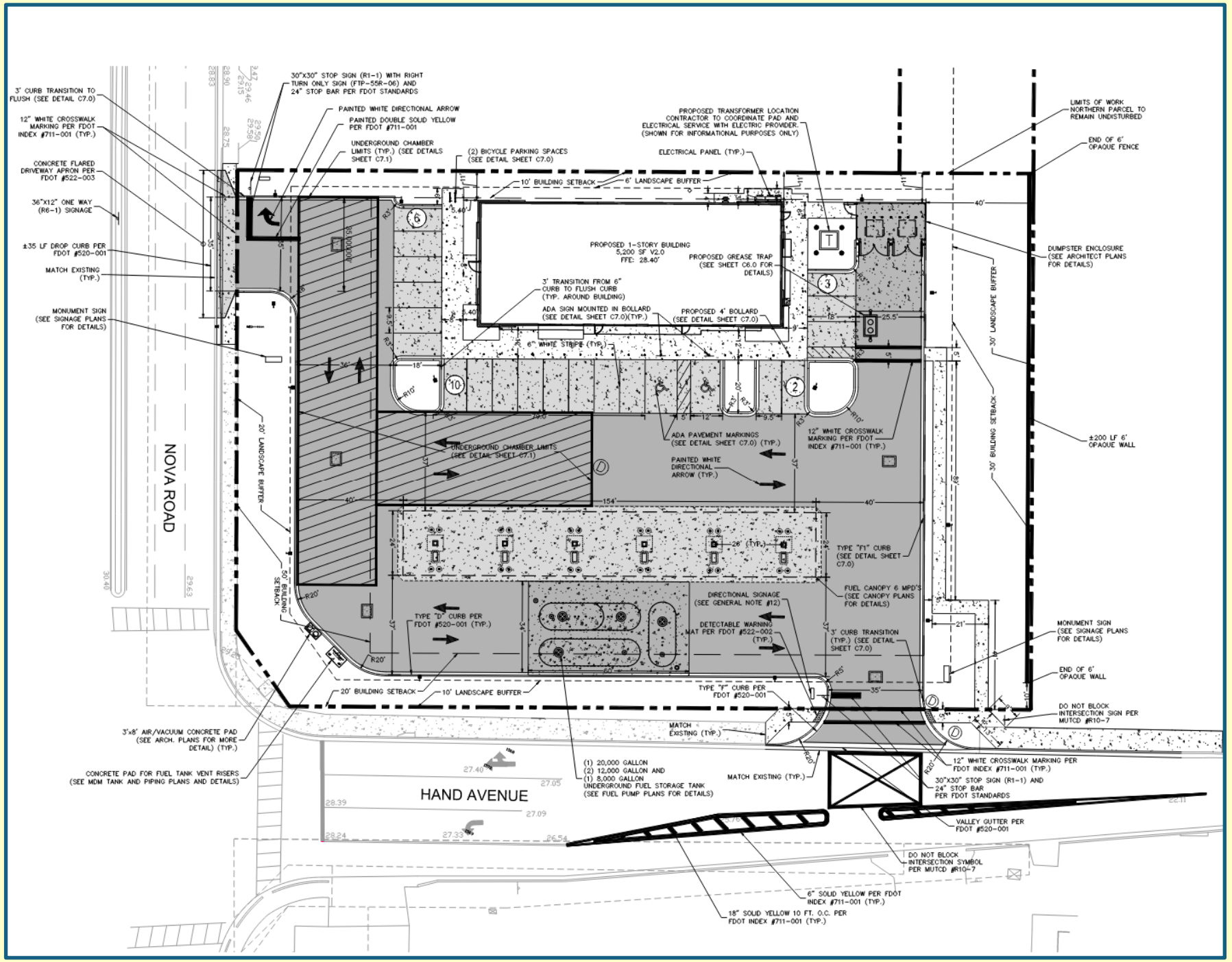
**Reviewers with outstanding comments:**

1. Planning;
2. Utilities;
3. Civil Engineering; and
4. Landscape Architect.

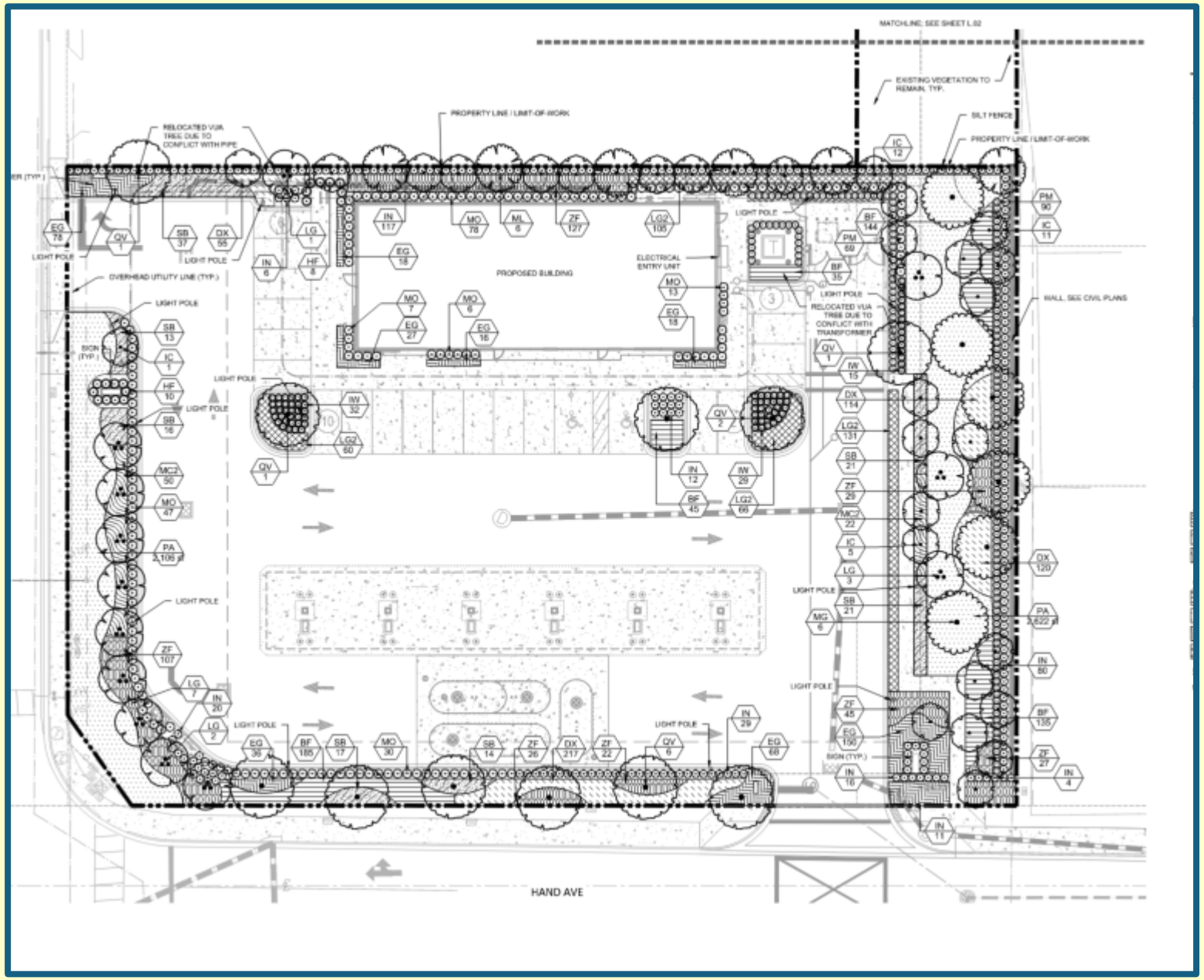
# Site Plan


GRAPHIC SCALE IN FEET
0 10 20 40
NORTH
SITE DATA:
PROJECT NAME: CIRCLE K – NOVA & HAND
PROPERTY OWNERSHIP: SUN STATE PETROL I, LLC
ADDRESS: 699 S. NOVA RD ORMOND BEACH, FL
PARCEL ID'S: 424203050222
AREA: ±1.88 ACRES (81,833 SF)
REQUIRED CODE: CITY OF ORMOND BEACH
FLU/ZONING: COMMERCIAL (B-8)
PROPOSED USE: COMMERCIAL
BUILDING HEIGHT: PROPOSED: 35 FT
BUILDING SETBACKS: REQUIRED PROVIDED
SIDE (NOVA RD): 50 FT 50 FT
SIDE (NORTH): 10 FT 10 FT
FRONT (HAND AVE): 20 FT 20 FT
REAR (EAST): 30 FT 30 FT
LANDSCAPE SETBACKS: REQUIRED PROVIDED
SIDE (NOVA RD): 20 FT 20 FT
SIDE (NORTH): 6 FT 6 FT
FRONT (HAND AVE): 10 FT 10 FT
REAR (EAST): 30 FT 30 FT
PARKING REQUIRED:
CONVENIENCE STORE
1 SPACES / 200 SF GFA 26
1/2 SERVICE STATION REQUIREMENT 7
TOTAL REQUIRED PARKING 33
PARKING PROVIDED:
PROPOSED HANDICAP SPACES (12'X20'): 2
PROPOSED REGULAR SPACES (9.5'X20'): 10
PROPOSED REGULAR SPACES (9.5'X18'): 9
PROPOSED CANOPY SPACES (10'X20'): 12
PROPOSED ON-SITE SPACES: 33
BICYCLE PARKING:
PROVIDED SPACES: 2
SITE COVERAGE:
IMPERVIOUS (PAVEMENT, WALKS) 0.85 AC 37,038 SF 45.3%
IMPERVIOUS (BUILDING) 0.12 AC 5,200 SF 6.4%
PERVIOUS (OPEN SPACE) 0.91 AC 39,594 SF 48.3%
TOTAL SITE AREA 1.88 AC 81,832 SF 100%
TOTAL IMPERVIOUS AREA 0.97 AC 42,238 SF 51.7%
VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,662 SF * 10% = 3,266 SF
PROVIDED VUA = 3,372 SF
LEGEND
PROPERTY LINE (TYP.)
PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
PROPOSED MEDIUM DUTY CONCRETE (SEE DETAIL SHEET C7.0)
PROPOSED HEAVY DUTY CONCRETE (SEE DETAIL SHEET C7.0)
FDOT NOTES:
1. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFIRM TO THE LATEST EDITION OF THE FDOT DESIGN PLANS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
2. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, SHALL BE BUIT AND INSPECTED TO MEET CURRENT ADA CRITERIA.
3. ANY IMPACTED PAVEMENT MARKINGS AND/OR SIGNAGE WITHIN THE FDOT RIGHT-OF-WAY SHALL BE UPDATED/ADDED/REMOVED AS NECESSARY IN THE FIELD WITH THE PROPOSED RIGHT-OF-WAY IMPROVEMENTS.
GENERAL NOTES:
1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FDOT INDEX 711-001.
7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAIL).
10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTCD AND FDOT STANDARDS.
12. ALL SIGNAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL SIGNAGE (BUILDING, MONUMENT, DIRECTIONAL, ETC.) REQUIRES SEPARATE PERMIT AND SHALL MEET THE REQUIREMENTS OF CITY OF ORMOND BEACH.
VERTICAL DATUM:
ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION S 722, BEING: 6.05 FEET, (NAVD 1988), PUBLISHED BY NATIONAL GEODETIC SURVEY.
NOVA ROAD
HAND AVENUE
Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com
Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106
KHA PROJECT 149880169
DATE 04/21/2025
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS
SITE PLAN
CIRCLE K - NOVA & HAND
ORMOND BEACH FL
SHEET NUMBER C4.1

# Site Plan


NOVA ROAD
HAND AVENUE
PROPOSED 1-STORY BUILDING
5,200 SF V2.0
FFE: 28.40'
PROPOSED GREASE TRAP
(SEE SHEET C6.0 FOR DETAILS)
PROPOSED TRANSFORMER LOCATION
CONTRACTOR TO COORDINATE PAD AND
ELECTRICAL SERVICE WITH ELECTRIC PROVIDER.
(SHOWN FOR INFORMATIONAL PURPOSES ONLY)
ELECTRICAL PANEL (TYP.)
(2) BICYCLE PARKING SPACES
(SEE DETAIL SHEET C7.0)
10' BUILDING SETBACK
6' LANDSCAPE BUFFER
LIMITS OF WORK
NORTHERN PARCEL TO
REMAIN UNDISTURBED
END OF 6'
OPAQUE FENCE
DUMPSTER ENCLOSURE
(SEE ARCHITECT PLANS
FOR DETAILS)
30' LANDSCAPE BUFFER
30' BUILDING SETBACK
±200 LF 6'
OPAQUE WALL
3' CURB TRANSITION TO
FLUSH (SEE DETAIL C7.0)
12" WHITE CROSSWALK
MARKING PER FDOT
INDEX #711-001 (TYP.)
CONCRETE FLARED
DRIVEWAY APRON PER
FDOT #522-003
36"X12" ONE WAY
(R6-1) SIGNAGE
±35 LF DROP CURB PER
FDOT #520-001
MATCH EXISTING
(TYP.)
MONUMENT SIGN
(SEE SIGNAGE PLANS
FOR DETAILS)
30"X30" STOP SIGN (R1-1) WITH RIGHT
TURN ONLY SIGN (FTP-55R-06) AND
24" STOP BAR PER FDOT STANDARDS
PAINTED WHITE DIRECTIONAL ARROW
PAINTED DOUBLE SOLID YELLOW
PER FDOT #711-001
UNDERGROUND CHAMBER
LIMITS (TYP.) (SEE DETAILS
SHEET C7.1)
3' TRANSITION FROM 6"
CURB TO FLUSH CURB
(TYP. AROUND BUILDING)
ADA SIGN MOUNTED IN BOLLARD
(SEE DETAIL SHEET C7.0)(TYP.)
PROPOSED 4' BOLLARD
(SEE DETAIL SHEET C7.0)
6" WHITE STRIPE (TYP.)
ADA PAVEMENT MARKINGS
(SEE DETAIL SHEET C7.0) (TYP.)
UNDERGROUND CHAMBER LIMITS
(SEE DETAIL SHEET C7.1)
PAINTED WHITE
DIRECTIONAL
ARROW (TYP.)
20' LANDSCAPE BUFFER
50' BUILDING
SETBACK
TYPE "D" CURB PER
FDOT #520-001 (TYP.)
DIRECTIONAL SIGNAGE
(SEE GENERAL NOTE #12)
DETECTABLE WARNING
MAT PER FDOT #522-002
(TYP.)
TYPE "F1" CURB
(SEE DETAIL SHEET
C7.0)
FUEL CANOPY 6 MPD'S
(SEE CANOPY PLANS
FOR DETAILS)
3' CURB TRANSITION
(TYP.) (SEE DETAIL
SHEET C7.0)
20' BUILDING SETBACK
10' LANDSCAPE BUFFER
TYPE "F" CURB PER
FDOT #520-001
MATCH
EXISTING (TYP.)
3'x8' AIR/VACUUM CONCRETE PAD
(SEE ARCH. PLANS FOR MORE
DETAIL) (TYP.)
CONCRETE PAD FOR FUEL TANK VENT RISERS
(SEE MDM TANK AND PIPING PLANS AND DETAILS)
(1) 20,000 GALLON
(2) 12,000 GALLON AND
(1) 8,000 GALLON
UNDERGROUND FUEL STORAGE TANK
(SEE FUEL PUMP PLANS FOR DETAILS)
MATCH EXISTING (TYP.)
MONUMENT SIGN
(SEE SIGNAGE PLANS
FOR DETAILS)
END OF 6'
OPAQUE WALL
DO NOT BLOCK
INTERSECTION SIGN PER
MUTCD #R10-7
12" WHITE CROSSWALK MARKING PER
FDOT INDEX #711-001 (TYP.)
30"X30" STOP SIGN (R1-1) AND
24" STOP BAR
PER FDOT STANDARDS
VALLEY GUTTER PER
FDOT #520-001
DO NOT BLOCK
INTERSECTION SYMBOL
PER MUTCD #R10-7
6" SOLID YELLOW PER FDOT
INDEX #711-001 (TYP.)
18" SOLID YELLOW 10 FT. O.C. PER
FDOT INDEX #711-001 (TYP.)

# Landscape Plan



# Architectural Rendering



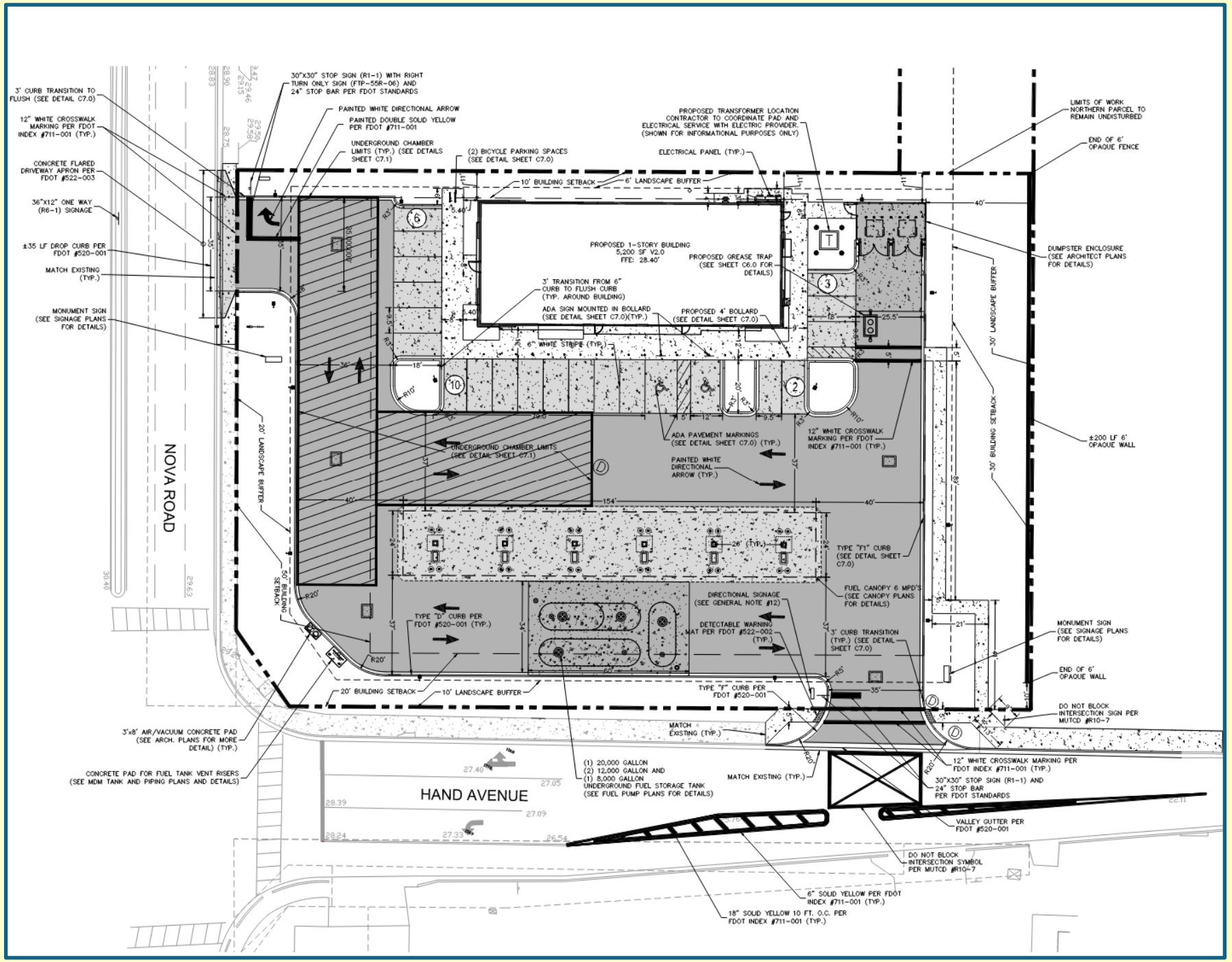
# Key topic - hours of operation

- Section 2-57 of the Land Development Code provides conditional use standards. Subsection (18)(a) states, Hours of operation may be limited in order to minimize adverse impacts on adjacent residential areas.
- Conditional use criteria responses received from the applicant.
- Correspondence received from a resident seeking to have the hours of operation restricted.

# Key topic – Hand Avenue Access – Left Turn

- The site plan shows the design to allow a left-hand turning movement out of the site to go eastbound on Hand Avenue. No left-hand turning movement from Hand Avenue into the convenience store site.
- Planning staff have provided comments that the access point on Hand Avenue should be a right-in and right-out turning movement with a raised pork chop to prevent left-hand turning movements.

# Site Plan


NOVA ROAD
HAND AVENUE
PROPOSED 1-STORY BUILDING
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ELECTRICAL PANEL (TYP.)
(2) BICYCLE PARKING SPACES
(SEE DETAIL SHEET C7.0)
10' BUILDING SETBACK
6' LANDSCAPE BUFFER
LIMITS OF WORK
NORTHERN PARCEL TO
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30' LANDSCAPE BUFFER
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PER FDOT #711-001
UNDERGROUND CHAMBER
LIMITS (TYP.) (SEE DETAILS
SHEET C7.1)
3' CURB TRANSITION TO
FLUSH (SEE DETAIL C7.0)
12" WHITE CROSSWALK
MARKING PER FDOT
INDEX #711-001 (TYP.)
CONCRETE FLARED
DRIVEWAY APRON PER
FDOT #522-003
36"X12" ONE WAY
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MONUMENT SIGN
(SEE SIGNAGE PLANS
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3' TRANSITION FROM 6"
CURB TO FLUSH CURB
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TYPE "F1" CURB
(SEE DETAIL SHEET
C7.0)
FUEL CANOPY 6 MPD'S
(SEE CANOPY PLANS
FOR DETAILS)
DIRECTIONAL SIGNAGE
(SEE GENERAL NOTE #12)
DETECTABLE WARNING
MAT PER FDOT #522-002
(TYP.)
3' CURB TRANSITION
(TYP.) (SEE DETAIL
SHEET C7.0)
TYPE "D" CURB PER
FDOT #520-001 (TYP.)
20' LANDSCAPE BUFFER
50' BUILDING
SETBACK
20' BUILDING SETBACK
10' LANDSCAPE BUFFER
TYPE "F" CURB PER
FDOT #520-001
MATCH
EXISTING (TYP.)
MONUMENT SIGN
(SEE SIGNAGE PLANS
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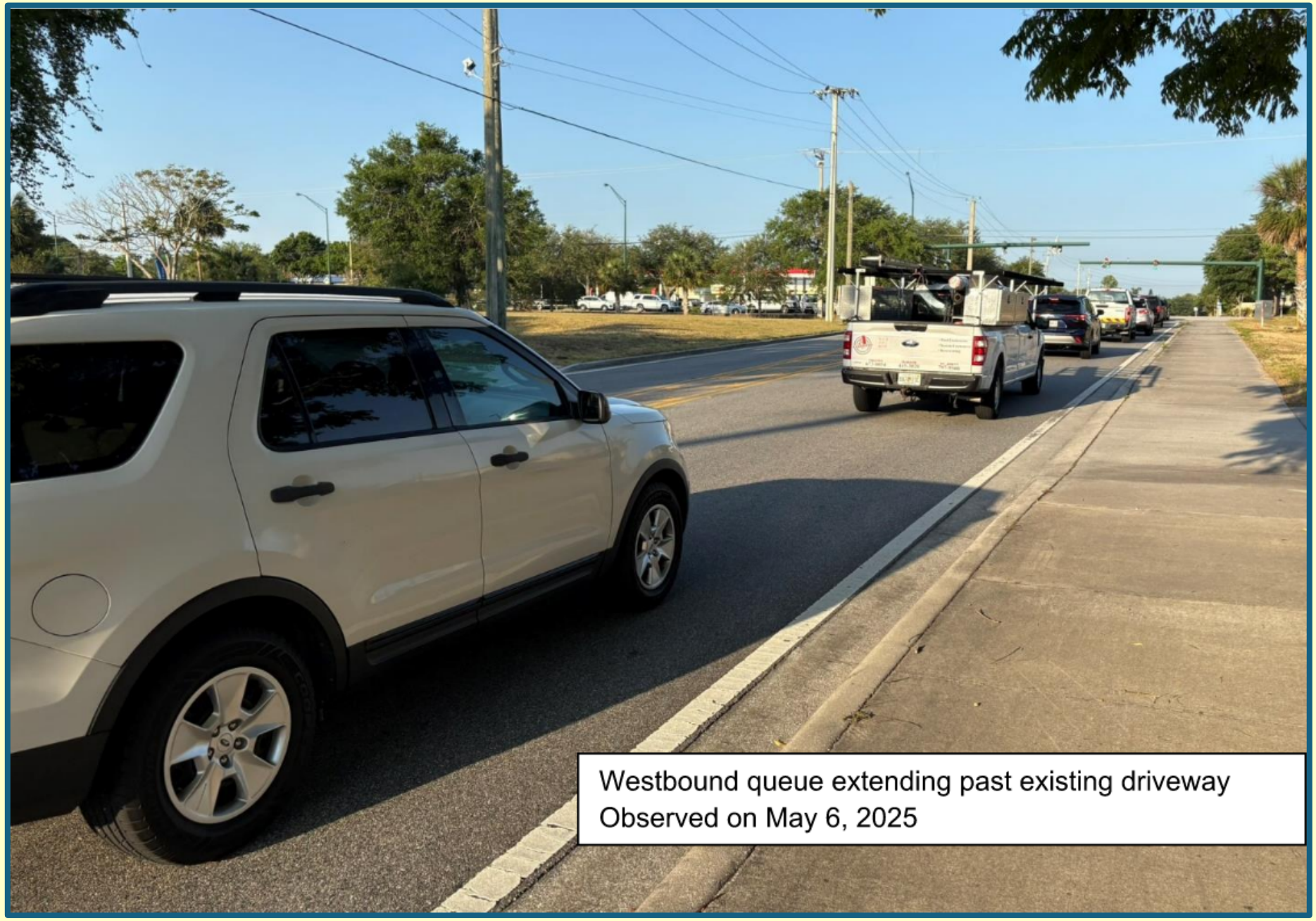
6" SOLID YELLOW PER FDOT
INDEX #711-001 (TYP.)
18" SOLID YELLOW 10 FT. O.C. PER
FDOT INDEX #711-001 (TYP.)

# Hand Avenue picture



Eastbound vehicle emerging from behind westbound queued vehicles.
Observed from existing driveway, May 6, 2025

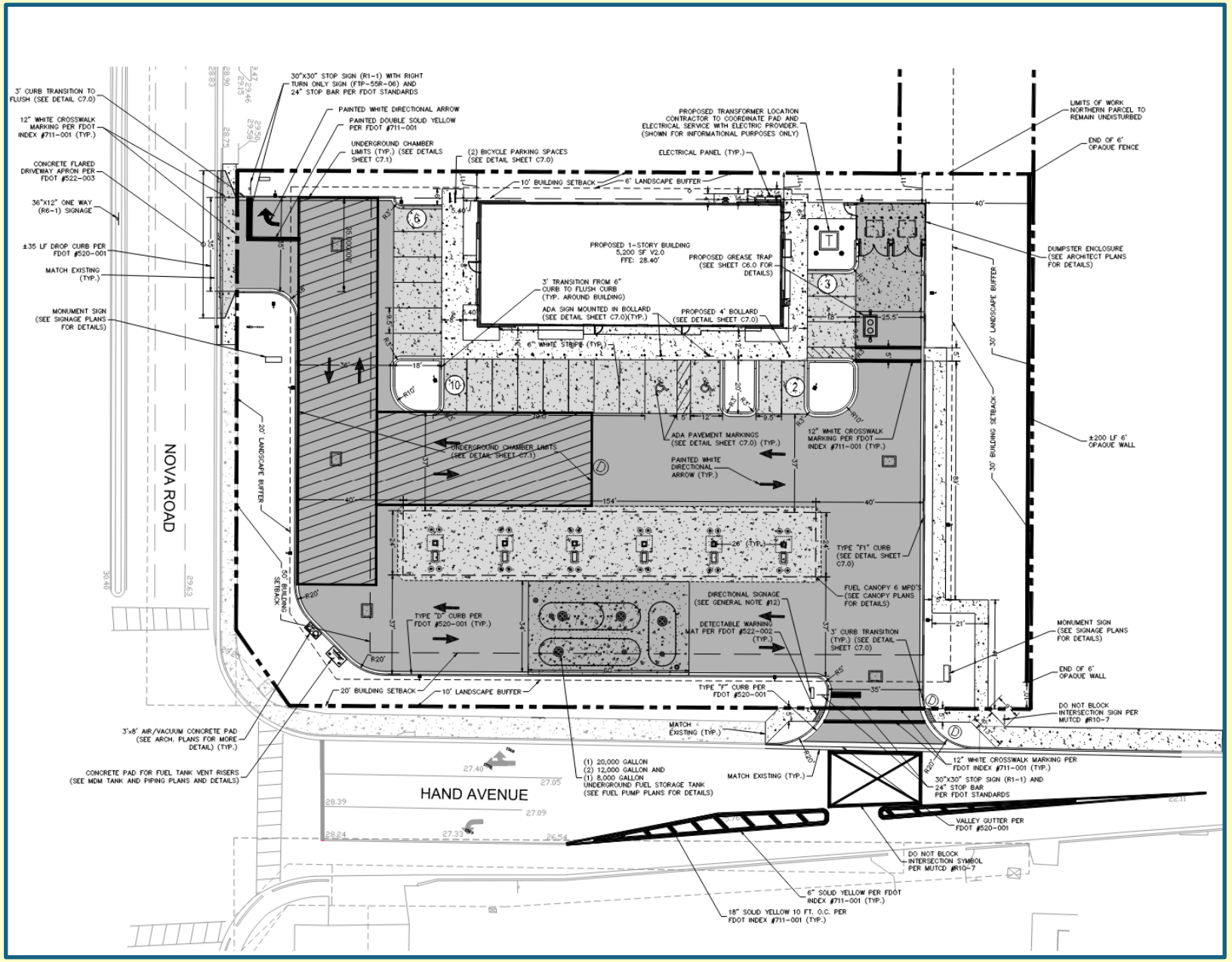
# Hand Avenue picture



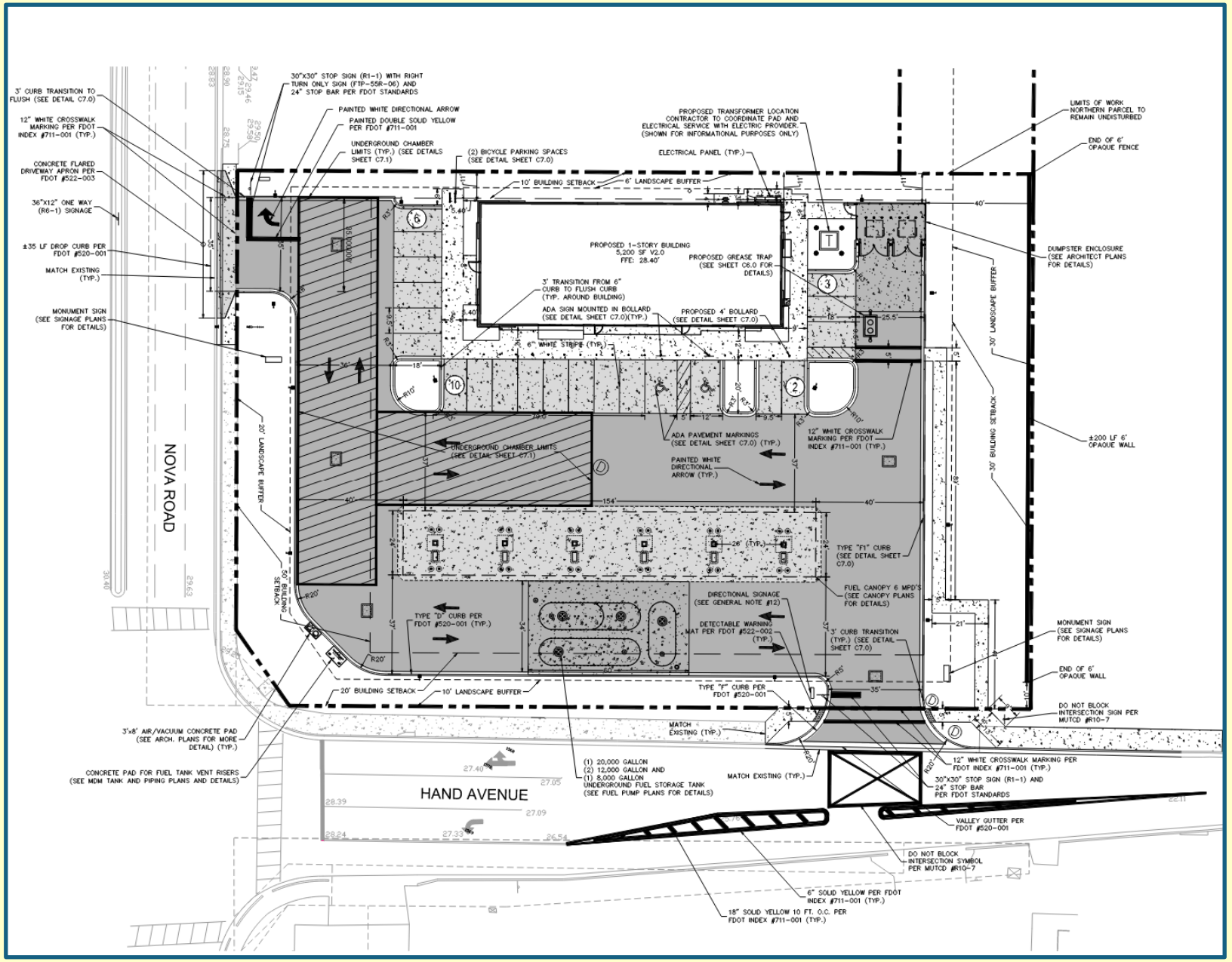
# Hand Avenue picture



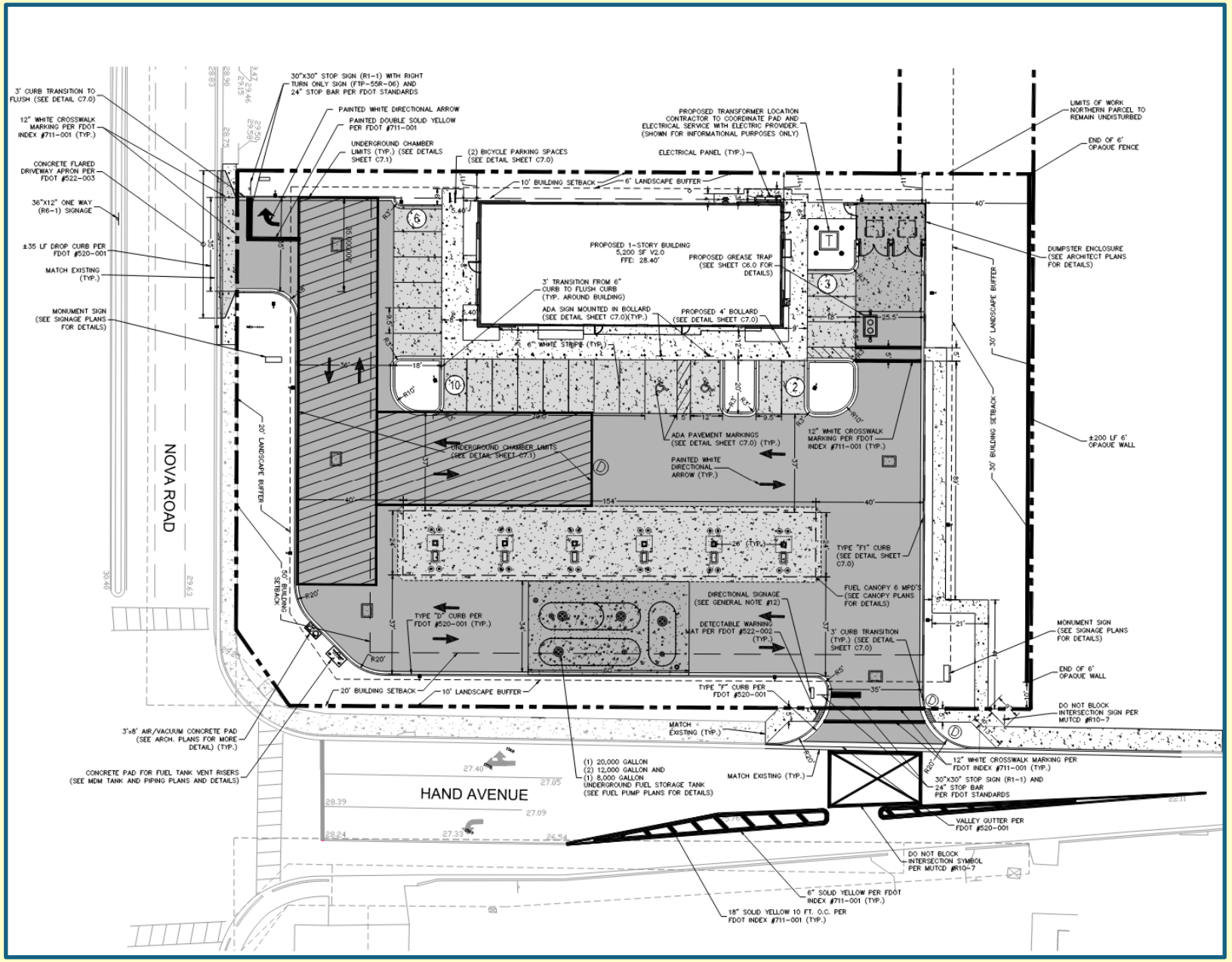
# Applicant presentation



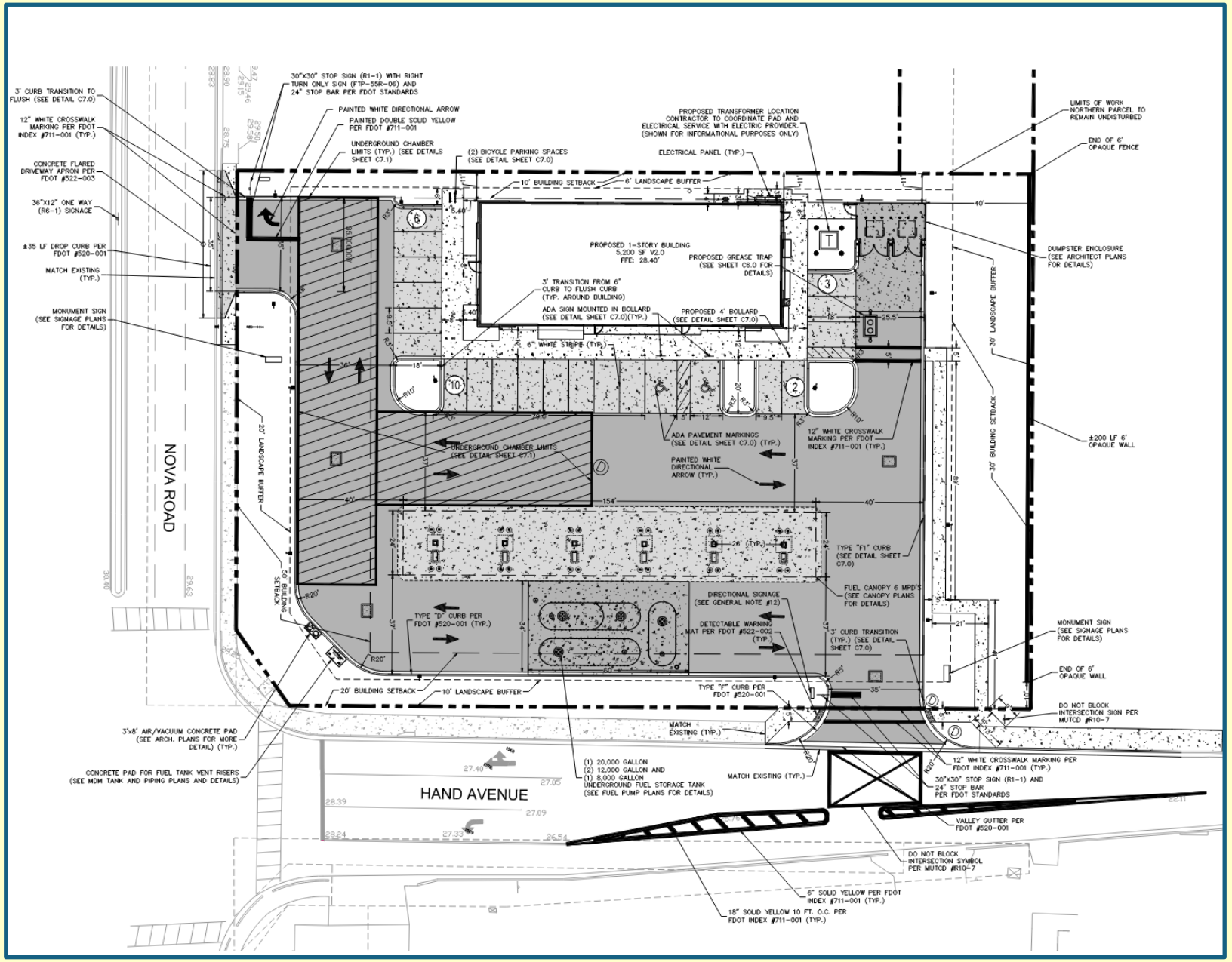
# Public Comments



# Applicant Response



# Staff discussion



# Site Plan Review Committee determination

Topic 1:  Hours of operation.

Topic 2: Access point on Hand Avenue, left turn out of convenience store.

Site Plan – overall project

# ATTACHMENT D

Letter regarding Site Plan Review Committee Determinations

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

May 21, 2025

Jarod Stubbs, Kimley-Horn and Associates, Inc.
1530 Cornerstone Boulevard, Suite 200
Daytona Beach, FL 32117
E-mail: jarod.stubbs@kimley-horn.com

TRANSMITED VIA ELECTRONIC MAIL

**Re: Circle K Site Plan, 699 South Nova Road**

Dear Mr. Stubbs:

On May 14, 2025, the Site Plan Review Committee conducted a meeting regarding the Circle K convenience store at 699 South Nova Road. The meeting included staff presentation, applicant presentation, public comments, applicant responses and Site Plan Review Committee determinations. The Site Plan Review Committee provided the following determinations:

1. No hours of operation restrictions. The vote was 2-1 to approve.
2. No left-hand turning movement allowed along the Hand Avenue access. Turning movements would be restricted with striping and signage. One year from the date of the Certificate of Occupancy, the Site Plan Review Committee will review the functionality of the access point. An additional review two years from the date of the Certificate of Occupancy. If there are significant left hand turning movements, a raised concrete divider can be required by the Site Plan Review Committee to limit left hand turning movements. The vote was 2-1 to approve.
3. Site Plan approval, subject to the resolution of all outstanding Site Plan Review Committee comments. The vote was 3-0.

As stated at the May 14, 2025 Site Plan Review Committee meeting, decisions of the Site Plan Review Committee may be appealed thirty days from the date of the meeting to the City Commission in accordance with Section 1-19 of the Land Development Code.

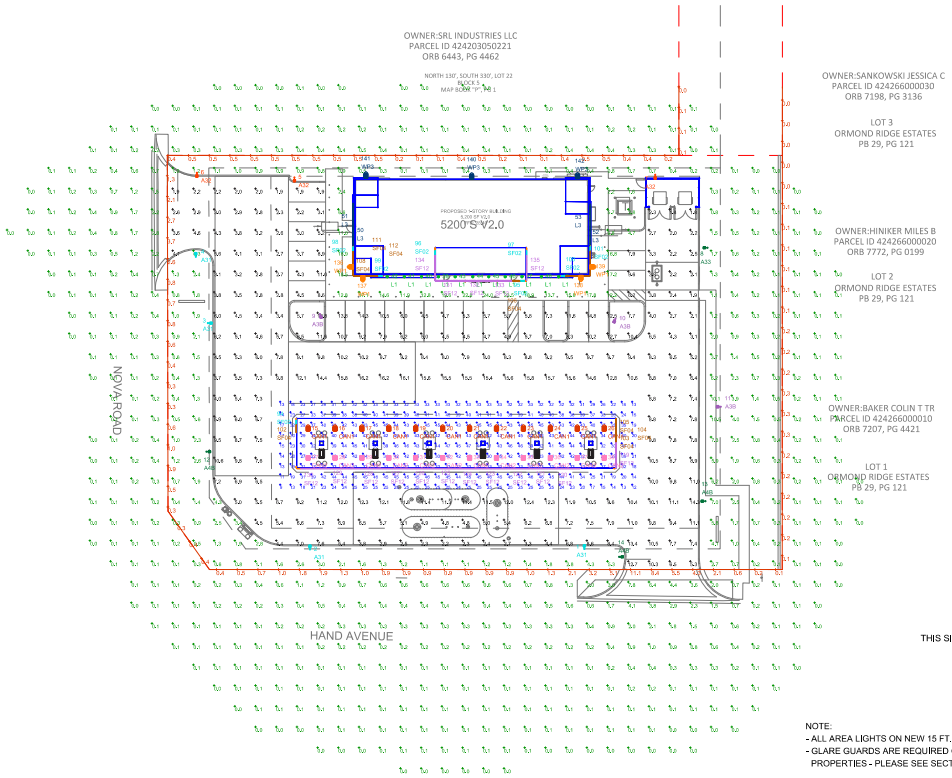
If you have any questions, please contact me at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

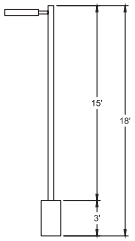
Sincerely,

Steven Spraker, AICP
Planning Director

# ATTACHMENT E

Photometric Plan




THIS SITE IS LOCATED IN A REGION WHERE LIGHTING IS REGULATED BY LOCAL ORDINANCES

NOTE:
- ALL AREA LIGHTS ON NEW 15 FT. POLE MOUNTED ON 3 FT. CONCRETE BASE
- GLARE GUARDS ARE REQUIRED ON ANY LIGHT FIXTURE WITHIN 100 FT. OF RESIDENTIAL PROPERTIES - PLEASE SEE SECTION 3-68(9)(B)(8) OF THE LAND DEVELOPMENT CODE

LUMINAIRE LOCATION SUMMARY

| LUM NO. | LABEL | MTG. HT. |
|---|---|---|
| 1-4 | A31 | 18 |
| 5-7 | A32 | 18 |
| 8 | A33 | 18 |
| 9-11 | A3B | 18 |
| 12-14 | A4B | 18 |
| 15-26 | CAN1 | 15.5 |
| 27-38 | CAN2 | 15.5 |
| 39-49 | L1 | 12 |
| 50-53 | L3 | 12 |
| 54-69 | SF | 18.5 |
| 70-79 | SF | 22 |
| 80-83 | SF | 20.5 |
| 84-90 | SF | 12 |
| 91-93 | SF | 22 |
| 94 | SF02 | 18.5 |
| 95-97 | SF02 | 22 |
| 98-101 | SF02 | 20.5 |
| 102-105 | SF04 | 18.5 |
| 106 | SF04 | 22 |
| 107-118 | SF04 | 20.5 |
| 119-130 | SF12 | 18.5 |
| 131-135 | SF12 | 22 |
| 136-139 | WP1 | 14.5 |
| 140-142 | WP3 | 14.5 |

FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES

| LABEL | AVG | MAX | MIN | AVG/MIN | MAX/MIN |
|---|---|---|---|---|---|
| PAVED AREA | 7.17 | 16.2 | 1.8 | 3.98 | 9.00 |
| PROPERTY LINE | 0.94 | 11.1 | 0.0 | N.A. | N.A. |
| UNDEFINED | 1.04 | 24.0 | 0.0 | N.A. | N.A. |
| UNDER CANOPY | 34.15 | 47 | 9 | 3.79 | 5.22 |

LUMINAIRE SCHEDULE

| SYMBOL | QTY | LABEL | ARRANGEMENT | LUMENS | LLF | BUG RATING | WATTS/LUMINAIRE | TOTAL WATTS | MANUFACTURER | CATALOG LOGIC |
|---|---|---|---|---|---|---|---|---|---|---|
| | 4 | A31 | Single | 14792 | 0.616 | B2-U2-G3 | 61.6 | 246.4 | Lithonia Lighting | RSX2 LED P2 50K R3 MVOLT SPA FAO EGS (SW. POS. 4) |
| | 3 | A32 | Single | 6077 | 0.202 | B1-U2-G2 | 8.15 | 24.45 | Lithonia Lighting | RSX1 LED P1 50K R3 MVOLT SPA FAO EGS (SW. POS. 1) |
| | 1 | A33 | Single | 6077 | 0.495 | B1-U2-G2 | 51.35 | 51.35 | Lithonia Lighting | RSX1 LED P1 50K R3 MVOLT SPA FAO EGS (SW. POS. 3) |
| | 3 | A3B | Single | 14792 | 1.010 | B2-U2-G3 | 114.071 | 342.213 | Lithonia Lighting | RSX2 LED P2 50K R3 MVOLT SPA FAO EGS |
| | 3 | A4B | Single | 14918 | 1.010 | B2-U2-G3 | 114.071 | 342.213 | Lithonia Lighting | RSX2 LED P2 50K R4 MVOLT SPA FAO EGS |
| | 12 | CAN1 | Single | 15416 | 1.010 | B3-U0-G2 | 131.9236 | 1583.083 | Lithonia Lighting | RCNY LED ALO2 50K 80CRI ASYC MVOLT (SETTING 7) |
| | 12 | CAN2 | Single | 10924 | 1.010 | B3-U0-G1 | 78.6834 | 944.201 | Lithonia Lighting | RCNY LED ALO2 50K 80CRI SYMC MVOLT (SETTING 4) |
| | 11 | L1 | SINGLE | 2238 | 1.030 | N.A. | 25.15 | 276.65 | Lithonia Lighting | LBR6 ALO2 20LM SWW1 (4000K) AR LSS MWD 90CRI WL |
| | 4 | L3 | Single | 3656 | 1.000 | N.A. | 43.92 | 175.68 | P-LED | M-SX024-40 (12 FT) |
| | 40 | SF | Single | 110 | 1.000 | N.A. | 1.04 | 41.6 | P-LED | PL-OP2-PD324-P-NW |
| | 8 | SF02 | SF 2FT | 110 | 1.000 | N.A. | 1.04 | 66.56 | P-LED | PL-OP2-PD324-P-NW |
| | 17 | SF04 | SF 4FT | 110 | 1.000 | N.A. | 1.04 | 247.52 | P-LED | PL-OP2-PD324-P-NW |
| | 17 | SF12 | SF 12FT_1 | 110 | 1.000 | N.A. | 1.04 | 777.92 | P-LED | PL-OP2-PD324-P-NW |
| | 4 | WP1 | SINGLE | 6614 | 1.010 | B1-U0-G1 | 51.2609 | 205.044 | Lithonia Lighting | ARC2 LED P5 40K MVOLT |
| | 3 | WP3 | Single | 1587 | 0.202 | B0-U0-G1 | 1.5917 | 4.775 | Lithonia Lighting | ARC2 LED P1 40K MVOLT FAO (SETTING 1) |

REDLEONARD ASSOCIATES
1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

| REV. | BY | DATE | DESCRIPTION |
|---|---|---|---|
| R1 | FNW | 1/15/25 | REVISED PER UPDATED SITE PLAN & CITY COMMENTS |
| R2 | FNW | 2/12/25 | ADDED NOTE PER REQUEST |

DISCLAIMER
ANY SITE PLAN(S), FLOOR PLAN(S), RENDERING(S), LIGHTING LAYOUT(S) AND PHOTOMETRIC PLAN(S) INCLUDING BUT NOT LIMITED TO ANY PROJECT(S) CREATED/PRODUCED BY RED LEONARD ASSOCIATES INC., ARE ONLY INTENDED FOR ILLUSTRATION AND QUOTING PURPOSES ONLY. RED LEONARD ASSOCIATES HAS THE RIGHT TO USE THIRD PARTY LASERS, SCANNERS, AND CAMERAS BUT ACTUAL PROJECT CONDITIONS, DIMENSIONS, AND ACCURACY OF MEASUREMENTS MAY DIFFER FROM THESE OR ANY PARAMETERS. RED LEONARD ASSOCIATES INC. ASSUMES NO LIABILITY FOR WHAT IS CREATED/PRODUCED IN THESE RECREATIONS. THIS INCLUDES BUT IS NOT LIMITED TO THE USE OF, INSTALLATION OF AND/OR INTEGRITY OF EXISTING BUILDING(S), SURROUNDING AREA FOR PRODUCT(S) SUCH AS EXISTING POLE(S), ANCHOR BOLT(S), BASE(S), ARCHITECTURAL AND SIGNAGE STRUCTURE(S), LANDSCAPING PLANE(S), LIGHTING PLANE(S), FUTURE SELECTION(S) AND PLACEMENT, MATERIAL(S), COLOR ACCURACY, TEXTURE(S), AND ANYTHING ATTRIBUTED TO PHOTO REALISM THAT IS CREATED. FURTHERMORE, RED LEONARD ASSOCIATES INC., DOES NOT ASSUME LIABILITY WHATSOEVER FOR ANY PURCHASES MADE BY CLIENT BEFORE, DURING, OR AT THE CONCLUSION OF THE PUBLISHED WORK. THE CUSTOMER, ITS RELATIVE AFFILIATES, AS WELL AS ANY OTHER PERSON(S) IN VIEWING OF THIS PRODUCT IS RESPONSIBLE FOR VERIFYING COMPLIANCE WITH ANY BUT NOT LIMITED TO ALL CODES, PERMITS, RESTRICTIONS, INSTRUCTIONS, PURCHASES, AND INSTALLATIONS OF OBJECTS VIEWED WITHIN THIS DOCUMENT(S) OR PROJECT(S). SYMBOLS ARE NOT DRAWN TO SCALE. SIZE IS FOR CLARITY PURPOSES ONLY. SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MEASUREMENTS MAY VARY. DRAWINGS ARE NOT INTENDED FOR ENGINEERING OR CONSTRUCTION USE. THIS DOCUMENT, ANY RED LEONARD DRAWING(S), OR PROJECT(S) IS NOT TO BE USED AND/OR INTENDED FOR ENGINEERING OR CONSTRUCTION PURPOSES, BUT FOR ILLUSTRATIVE PURPOSES ONLY. ANY LOCATIONS OF EMERGENCY LIGHTING SHOWN WERE PROVIDED BY OTHERS. RED LEONARD ASSOCIATES IS NOT RESPONSIBLE FOR INSUFFICIENT LIGHTING DURING AN EMERGENCY EVENT. ANY USE OF THIS DOCUMENTATION AND/OR OTHER ARTICLES PRODUCED BY RED LEONARD WITHOUT WRITTEN AUTHORIZATION FROM JAYME J. LEONARD IS STRICTLY PROHIBITED.

SCALE: 1" = 30'
LAYOUT BY: FNW
DWG SIZE: D
DATE: 10/22/2024

PROJECT NAME:
CIRCLE K
ORMOND BEACH, FL
DRAWING NUMBER:
RL-9903-S1-R2

| AREA | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| | 3 | A32 | RSX1 LED P1 50K R3 MVOLT SPA FAO EGS (SW. POS. 1) |
| | 1 | A33 | RSX1 LED P1 50K R3 MVOLT SPA FAO EGS (SW. POS. 3) |

| AREA | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| | 4 | A31 | RSX2 LED P2 50K R3 MVOLT SPA FAO EGS (SW. POS. 4) |
| | 3 | A38 | RSX2 LED P2 50K R3 MVOLT SPA FAO EGS |
| | 3 | A48 | RSX2 LED P2 50K R3 MVOLT SPA FAO EGS |

| CANOPY | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| | 12 | CAN1 | RCNY LED ALO2 50K 80CRI ASYC MVOLT (SETTING 7) |
| | 12 | CAN2 | RCNY LED ALO2 50K 80CRI SYMC MVOLT (SETTING 4) |

| DOWNLIGHT | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| | 11 | L1 | LBR6 ALO2 20LM SWW1 (4000K) AR LSS MWD 90CRI WL |

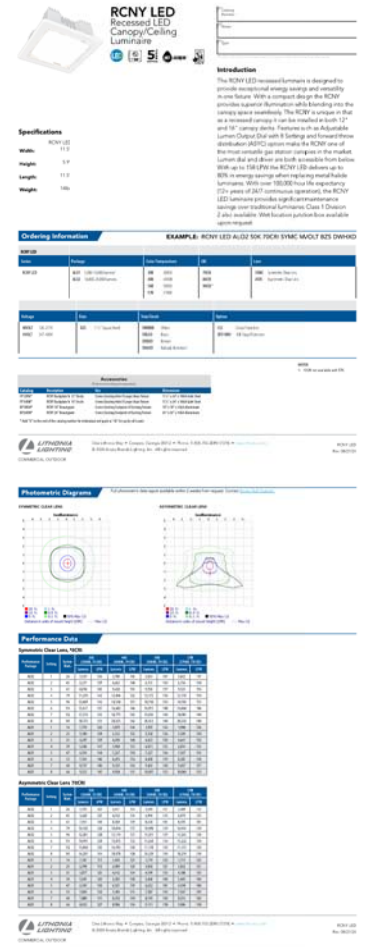
| STREET FIGHTER | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| | 40 | SF | FL-OP2-PD324-P-NW |
| | 8 | SF02 | FL-OP2-PD324-P-NW |
| | 17 | SF04 | FL-OP2-PD324-P-NW |
| | 17 | SF12 | FL-OP2-PD324-P-NW |

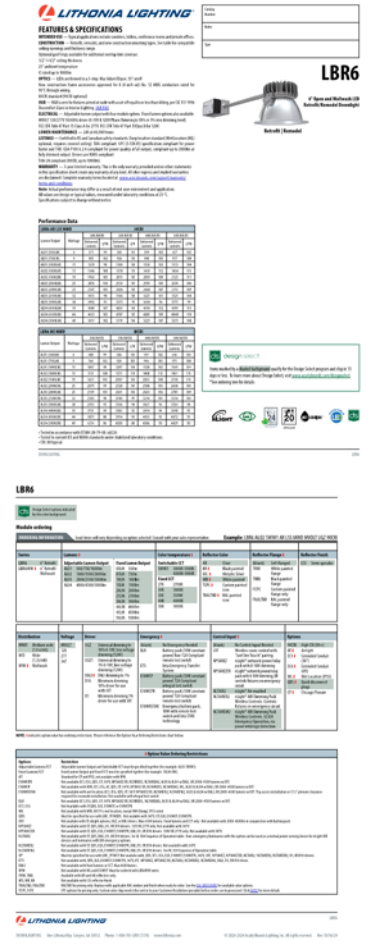
ADDITIONAL FIXTURE INFO













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PROJECT NAME:
CIRCLE K
ORMOND BEACH, FL
DRAWING NUMBER:
RL-9903-S1-R2

CIRCLE K

| | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| STREET WRAP | 4 | L3 | M-SX024-40 (12 FT) |



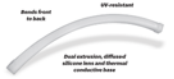
| | QTY | LABEL | DESCRIPTION |
|---|---|---|---|
| WALL MOUNTED | 4 | WP1 | ARC2 LED P5 40K MVOLT |
| | 3 | WP3 | ARC2 LED P1 40K MVOLT FAO (SETTING 1) |



## STREET WRAP™ FLEX BACK-BEND 24 VDC

*Flexible LED illumination*

### Specifications




### Product Options

| CCT/Color | Jacket color | Lm/ft | Cut section length | Max. length/ run (W ft) | Min max. length | SKU |
|---|---|---|---|---|---|---|
| 3000 K | White | 600 | 1.9375" | 295'4.98" | 6'7" | M-SX024-30 |
| 4000 K | | | | | | M-SX024-40 |
| 5000 K | | | | | | M-SX024-50 |
| Red (623 nm) | Red | 90 | | | | M-SX024-RD |
| Orange (609 nm) | Orange | 150 | | | | M-SX024-OR |
| Yellow (590 nm) | Yellow | 300 | | | | M-SX024-YL |
| Green (529 nm) | Green | 960 | | | | M-SX024-GR |
| Blue (465 nm) | Blue | 20 | | | | M-SX024-BL |
| Cyan | | 20 | | | | M-SX024-CN |
| Purple | Pink | 97 | 3.8750" | 293'7.04" | 6'11 | M-SX024-PK |
| RGB | | 915 | | | | M-SX024-RC |

**IMPORTANT WARRANTY INFO**

**This warranty is void if any cuts are made in the field.**

**Any cuts must be made by Principal Sloan to maintain warranty.**

**NOTE:** The LED tape itself and all its components may not be mechanically removed. Please ensure that the power supply is adequate to operate the total load. Only qualified personnel should be allowed to perform installations. The design of the housing should be according to the IP standards in the application. If surge protection structure will within power supplies, a lightning protector should be needed additionally. Before cutting and sealing, please read the user manual, and please ensure you have read and fully understand it. Please do not twist the product and do not bend it in wrong direction, see Figure 1 for a correct demonstration.

PRINCIPAL SLOAN

## STREET WRAP™ FLEX BACK-BEND 24 VDC

*Flexible LED illumination*

### Accessories



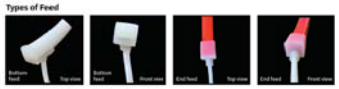

### End Caps*




### Wiring




### Types of Feed




5 YEAR LIMITED WARRANTY

PRINCIPAL SLOAN

## ADDITIONAL FIXTURE INFO



## ARC2 LED

Architectural Wall Luminaire





**Specifications**

Depth (D1): 9.25"
Depth (D2): 7.5"
Height: 5"
Width: 14"
Weight (without options): 11 lbs

**Introduction**

The Lithonia Lighting ARC LED wall-mounted luminaire provides both architectural styling and visually comfortable illumination while providing the high energy savings and low initial costs for quick financial payback.

ARC2 delivers up to 6,500 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. It offers integrated emergency battery backup options, including an 8W cold temperature option, making it suitable for pedestrian scale applications in any environment.

### ARC LED Family Overview

| Luminaire | Standard EM, 4°C | Cold EM, -20°C | Approximate Lumens (4000K) | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | P1 | P2 | P3 | P4 | P5 | |
| ARC2 LW | 4W | - | 1,100 | 2,000 | 3,000 | - | - | |
| ARC2 EB | 4W | 8W | 1,100 | 2,000 | 3,000 | 4,000 | 6,500 | |

### Ordering Information

**EXAMPLE:** ARC2 LED P2 40K MVOLT PE DDBXD

| Series | Package | Color Temperature | Voltage | Options | Finish |
|---|---|---|---|---|---|
| ARC2 LED | P1 1,100 lumens<br>P2 2,000 lumens<br>P3 3,000 lumens<br>P4 4,000 lumens<br>P5 6,500 lumens | 30K 3000<br>40K 4000<br>50K 5000 | MVOLT<br>347* | 1/10K Emergency battery backup, 0°C minimum (32°F min)*<br>CWC Emergency battery backup, 0°C minimum (32°F min)*<br>PE Button type photocell for dusk to dawn operation<br>DMG 0-10V dimming wires pulled out of fixture for use with an external control (ordered separately)<br>DTBSD 600 amp contactor*<br>TW Tool-upgrade light output trimmer<br>Allows fine-tuning adjustment to the desired light level, from 10% to 100%<br>L/D/E 90° visor kit | DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum<br>DWHXD White<br>DSSXD Sandstone<br>DBTXD Textured bronze<br>DBLBXD Textured black<br>DNATXD Textured natural aluminum<br>DWHGXD Textured white<br>DSSTXD Textured sandstone |

**Accessories**

Surface mounting junction box kit

NOTES
1 3000K not available with CWC, DMG or PE
2 P4/5 not available with DMG

LITHONIA LIGHTING COMMERCIAL OUTDOOR

### Performance Data

**Lumen Output**

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts.

| Performance Package | Lumen Watts | 3000K (3000K, 80 CRI) | | | | | 4000K (4000K, 80 CRI) | | | | | 5000K (5000K, 80 CRI) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G |
| P1 | 11W | 1,100 | 96 | 0 | 0 | 1 | 1,187 | 104 | 0 | 0 | 1 | 1,196 | 101 | 0 | 0 | 1 |
| P2 | 16W | 2,000 | 125 | 0 | 0 | 1 | 2,157 | 135 | 0 | 0 | 1 | 2,200 | 138 | 0 | 0 | 1 |
| P3 | 24W | 3,000 | 125 | 0 | 0 | 1 | 3,367 | 140 | 0 | 0 | 1 | 3,400 | 134 | 0 | 0 | 1 |
| P4 | 30W | 3,900 | 129 | 1 | 0 | 1 | 4,158 | 136 | 1 | 0 | 1 | 4,322 | 136 | 1 | 0 | 1 |
| P5 | 51W | 6,500 | 122 | 1 | 0 | 1 | 6,693 | 126 | 1 | 0 | 1 | 6,600 | 118 | 1 | 0 | 1 |

**Electrical Load**

| Performance Package | System Watts | Current (A) | | | | |
|---|---|---|---|---|---|---|
| | | 120V | 208V | 240V | 277V | 347V |
| P1 | 11W | 0.096 | 0.055 | 0.048 | 0.042 | 0.033 |
| P2 | 16W | 0.137 | 0.081 | 0.072 | 0.062 | 0.049 |
| P3 | 24W | 0.203 | 0.117 | 0.105 | 0.091 | 0.073 |
| P4 | 30W | 0.258 | 0.152 | 0.136 | 0.118 | 0.095 |
| P5 | 51W | 0.471 | 0.272 | 0.234 | 0.212 | 0.156 |

**Lumen Output in Emergency Mode (4000K, 80 CRI)**

| Option | Lumens |
|---|---|
| 8DMG | 495 |
| 10WC | 1,012 |

**Lumen Ambient Temperature (LAT) Multipliers**

Use these factors to determine relative lumen output for average ambient temperatures from 0°C (32°F) to 40°C (104°F).

| Ambient | Lumen Multiplier |
|---|---|
| 0°C | 32°F | 1.04 |
| 10°C | 50°F | 1.03 |
| 20°C | 68°F | 1.03 |
| 25°C | 77°F | 1.00 |
| 30°C | 86°F | 0.99 |
| 40°C | 104°F | 0.97 |

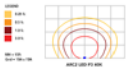
**Projected LED Lumen Maintenance**

Data reflecting the extrapolation performance projection for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). Theoretical L70 (hours) exceeds 300,000 hours. Actual performance may differ. See the detailed number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|---|---|---|---|---|
| Lumen Maintenance Factor | 1.0 | >0.96 | >0.93 | >0.86 |

### Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting ARC LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.




LITHONIA LIGHTING COMMERCIAL OUTDOOR

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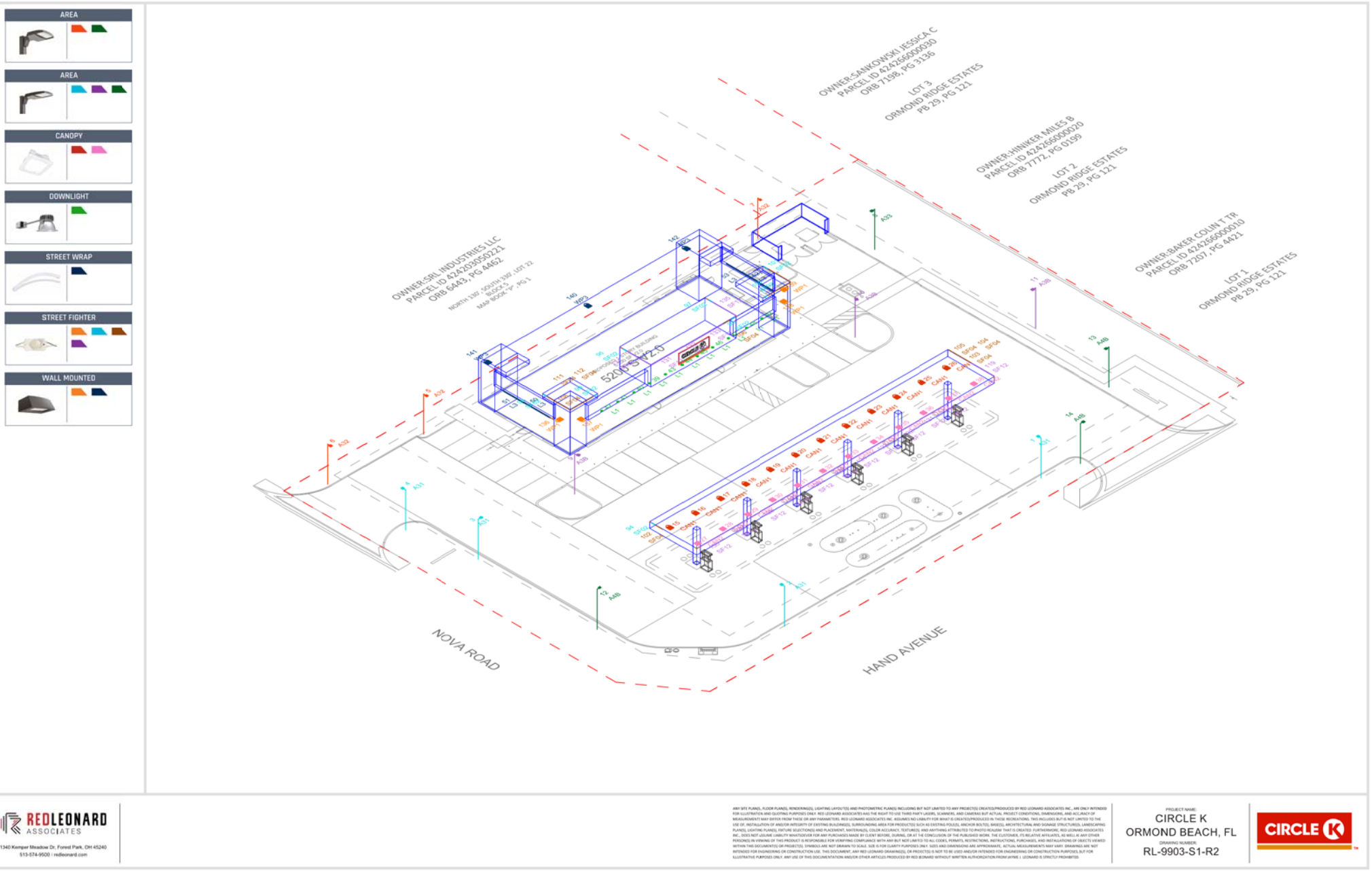
CIRCLE K
ORMOND BEACH, FL
DRAWING NUMBER:
RL-9903-S1-R2

CIRCLE K


AREA
AREA
CANOPY
DOWNLIGHT
STREET WRAP
STREET FIGHTER
WALL MOUNTED
OWNER:SANKOWSKI JESSICA C
PARCEL ID 424256000030
ORB 7198, PG 3136
LOT 3
ORMOND RIDGE ESTATES
PB 29, PG 121
OWNER:HINIKER MILES B
PARCEL ID 424256000020
ORB 7772, PG 0199
LOT 2
ORMOND RIDGE ESTATES
PB 29, PG 121
OWNER:BAKER COLIN T TR
PARCEL ID 424256000010
ORB 7207, PG 4421
LOT 1
ORMOND RIDGE ESTATES
PB 29, PG 121
OWNER:SRL INDUSTRIES LLC
PARCEL ID 424203050211
ORB 6443, PG 4462
NORTH 135' , SOUTH 335' ,LOT 22
BLOCK 5
MAP BOOK "P" ,PG 1
NOVA ROAD
HAND AVENUE
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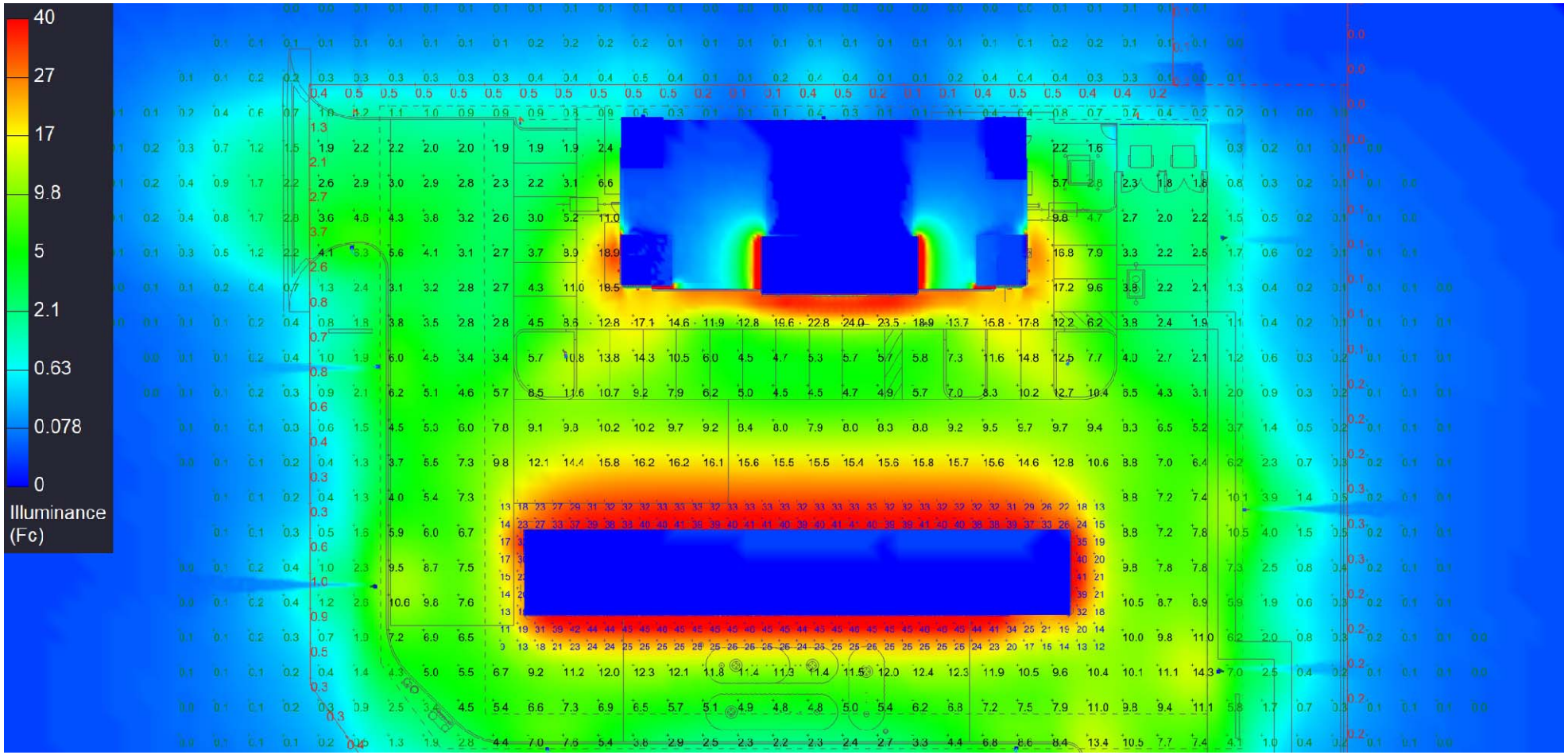
CIRCLE K

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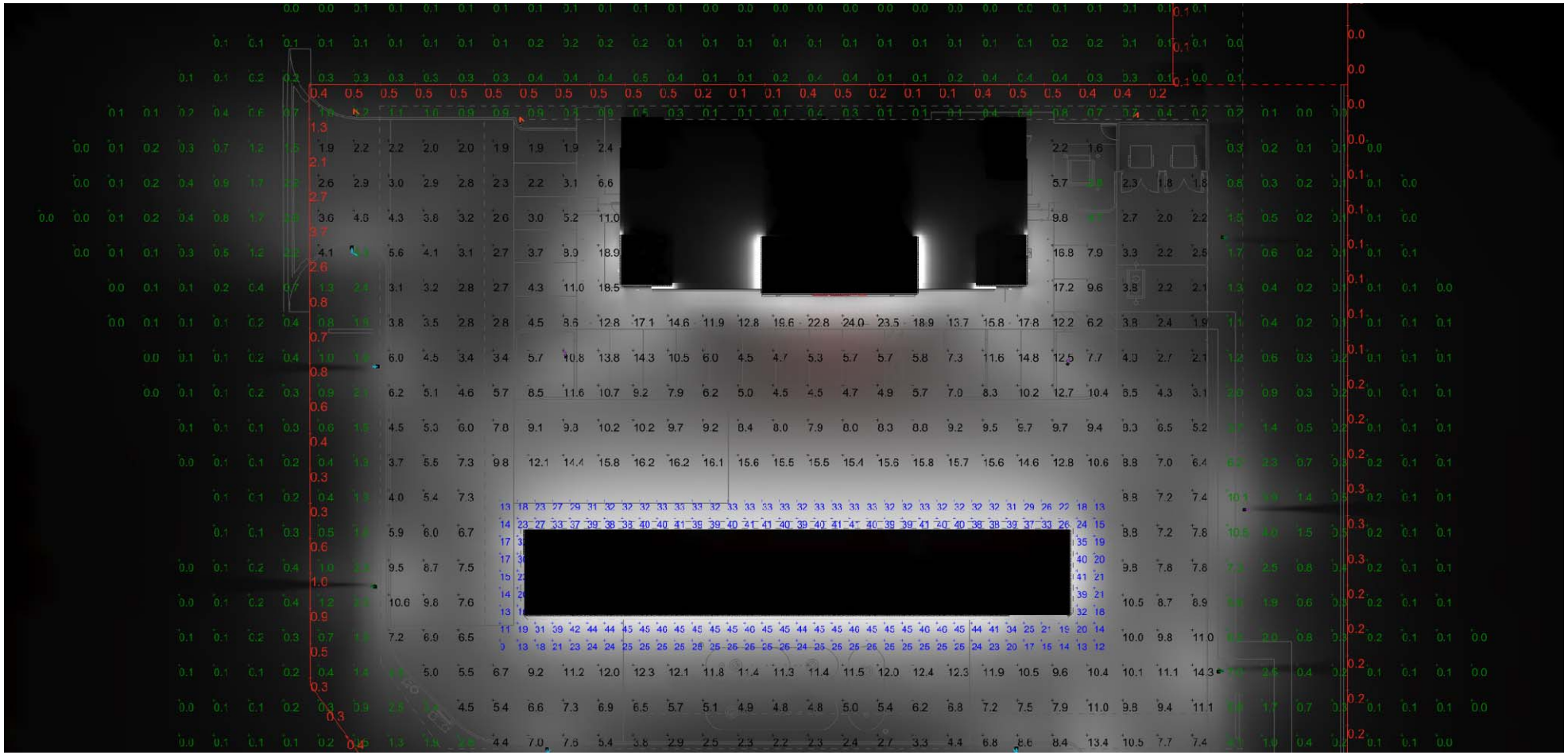
CIRCLE K



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PROJECT NAME:
CIRCLE K
ORMOND BEACH, FL
DRAWING NUMBER:
RL-9903-S1-R2

CIRCLE K

# ATTACHMENT F

Applicant's Response
Regarding the Appeal

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
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William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

June 20, 2025

**VIA EMAIL DELIVERY**
Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: SPRC-2024-000051 – Appeal of SPRC Decision – Applicant Response

Dear Steven:

As you know, it is our firm's pleasure to represent Circle K Stores Inc. ("Applicant"), in connection with their application for a Site Plan on their property located at 699 S. Nova Rd., Ormond Beach, FL. We are in receipt of the appeal received by the City on May 27, 2025 regarding the above-referenced application. As a part of the review of the appeal, the Applicant would like to provide the following responses to the matters raised by the appellant:

1. **Appellant Argument:** Public Health and Safety Hazards - Gas stations emit BTEX compounds-Benzene, toluene, and other known carcinogens. Studies from the U.S. EPA (2001) and World Health Organization (2010) show increased cancer and respiratory illnesses among population living with-in 300-S00ft. I've previously shared studies with city staff via e-mail since I first spoke on this issue at the City Commission meeting on February 18, 2025.

   The proposed site is too close to residential neighborhoods, sensitive wetland, and area prone to flooding compounding the risk of vapor intrusion and airborne toxins, as well as possible water contamination.

   **Applicant Response:** Regulation of this site will comply with all local, state, and federal regulations relating to environmental health and safety. While several studies exist on these broad topics, there is no evidence providing that gas stations constructed to current standards, with environmental regulations and protections in place, pose a direct or undue health impact on adjacent areas. Specifically, the underground storage tanks (USTs) associated with the site will be regulated through FDEP and subject to strict compliance and inspection requirements.

Please refer to Sheet C3.0, Existing Conditions and Demolition plan showing the current development of the property which indicates no wetlands on-site. Please also refer to Sheet C4.0, Overall Site Plan showing the proposed development and existing developments adjacent to the site.

2. **Appellant Argument:** Environmental Risks and Stormwater Contamination - The projects proposed underground sediment filtration system is scientifically inadequate for capturing dissolved pollutants like benzene or heavy metals. According to the EPA (2003) and FDEP Stormwater Management Manual (2016), these systems only remove suspended solids- not chemical contaminants. During heavy rainfall events common in our neighborhoods- filters become overwhelmed, which will lead to pollutants into nearby stormwater drains that flow into the protected Central Park Wetlands and homes. While I did not find these bodies of water on the current 2025 impaired water list, most of our Volusia County water bodies are currently listed as impaired. I would predict that moving forward with this project would long-term degrade the water quality and possibly put the city at risk of future violation of federal and state water quality standards.

   **Applicant Response:** The Applicant is meeting all local, state, and federal requirements for the proposed use, including stormwater retention and treatment standards set forth by the St. Johns River Water Management District. These standards are set in place to identify and mitigate impacts of proposed uses on adjacent water bodies. The unqualified prediction of a resident that a proposed use and system *may* create a future impact to water bodies is not competent, substantial evidence relating to this matter. Further, the proposed site is not required under current regulations to design for the pre-post discharge and treatment review of the 100-year, 24-hour storm event based on the existing site conditions and redevelopment. However, the Applicant has voluntarily designed the site to meet these standards, which goes above and beyond their state regulatory requirements.

   Please see Sheet C4.1, Site Plan, which indicates the area proposed for the underground stormwater management footprint for this site and location of underground fuel tanks.

3. **Appellant Argument:** Building and Energy Codes - The Florida Building Code- Energy Conservation (2020, 7th Edition, Section C405 2.2.2.) requires that "exterior lighting not designated for 24-hour, operation shall be automatically turned off during daylight hours and reduced by no less than 50% during nighttime non-operational hours."

   When asked by the city at the May 14, 2025, SPRC meeting whether lighting would be reduced in given limited hours, the applicant responded: "I don't think so, not really". This shows the decision of the SPRC was not made with full code information, when voting on operational hours. The applicants lighting would be required to reduce lighting.

   **Applicant Response:** The Applicant must meet all requirements of the Florida Building Code (which is on its 8th edition, set forth in 2023, which overrules the prior 2020 edition noted above). The 8th edition of the FBC does not include a Section 405.2.2.2, which has been removed. However, plenty of standards regarding lighting for sites do still exist in the current version and shall be met on site. The Applicant further noted that they have no direct knowledge of lighting changes outside of a 24 hour operation, as their corporate facilities all operate on a 24/7 standard.

   Please refer to the Photometric plans, “RL-9903-S1-R2”, showing the proposed light pole locations and footcandles along the property line adjacent to residential. The lighting is

meeting all local ordinances as indicated on the plans as well as the requirement of glare guards on any light fixture within 100ft of residential properties per COB LDC requirements.

4. **Appellant Argument:** In compatibility with the City's Comprehensive Plan - When reading through the Comprehensive Plan my interpretation puts this proposed project in direct conflict with several core policies of the City's Future Land Use Element.

   Policy 1.1.3: Seeks to preserve the character of residential neighborhoods and prevent disruptive land use.

   **Applicant Response:** The cited policy 1.1.3 states that it intends to "preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character…". In this case, our project is in a commercial future land use classification presently. The adjoining property is in a residential land use classification. There is no intrusion of either land use into the other.

   Please refer to the Architectural Exhibit package that was submitted to the City as part of the site plan permitting process. The building elevations have been enhanced from the prototypical Circle K elevations to ensure the site ties in architectural design elements per the City Code and Comprehensive plan.

   Policy 1.1.5: Discourages high-risk and pollution-prone uses near residential- adjacent zones.

   **Applicant Response:** This policy provides guidance to the City's implementation of Objective 1.1, the "Residential Land Use" and further does not mention pollution in any way. Policy 1.1.5 of the Comprehensive Plan provides for innovative design measures for new neighborhoods and neighborhood facilities.

   Policy 1.4.1: Allows only light industry with minimal environmental and residential impact. Which gas stations do not meet that standard due to the high-risk chemicals, even if not technically high industry.

   **Applicant Response:** This policy provides guidance to the City's implementation of Objective 1.4, the "Utility/Industrial Land Uses" and states that light industrial uses shall be encouraged in area where utilities are available and where impact to neighborhoods can be kept to a minimum. We are not proposing an industrial use at this location. As stated above, regulation of the gas component of the proposed use will meet all local, state, and federal requirements, and inclusion of retail sales of gasoline does not convert this use type into a "high industry."

   Policies 2.2.7 (A&B) and 2.2.8: Require that development avoid releasing pollutants during flooding events-yet this project sits near and will potentially flow into a KNOWN flood-prone area, increasing the risk of run-off carrying contaminants into sensitive wetland area and homes.

   **Applicant Response:** That is not what this policy states or requires – to be clear, Policy 2.2.7 provides that stormwater systems that **utilize wetlands as a component of their system** must meet certain additional standards. Policy 2.2.8 provides that operators of stormwater management systems must comply with their permit and Development Order

conditions. Policy 2.2.7 is not applicable to this property. Policy 2.2.8 will be met through compliance with both the state and local permits and development orders for the site.

5. **Appellant Argument:** Lack of Community Support and Procedural Oversight - I have collected around 200 residential signatures on a petition (appendix A) opposing this use for the location. The City's Comprehensive Plan emphasizes sustainable growth, environmental protection, and community quality of life. Moving forward with this project would, in my interpretation, disregard unified public opposition and would contradict the City's stated principles.

   **Applicant Response:** The Applicant provided ample opportunity for public feedback and input on the proposed use from adjacent property owners. Prior to a formal submittal, mailed requests to meet where issued to all adjacent property owners to the site, and multiple on site meetings were held between the development team and adjacent property owners. During the formal review process, an additional community meeting was held as required under the City's Land Development Regulations. The City's zoning code, and state law, do not permit the denial of a use based solely on requests of the residents or opinion testimony on what use may be best suited for a property. The City requires strict compliance with all local regulations and conditions for review and approval of a conditional use, which the City's professional staff have identified as being met for this proposed use.

6. **Appellant Argument:** Furthermore, the current SPRC process does not require pre-construction biological assessments, which is insufficient for a high-risk project adjacent to protected gopher tortoise habitat and designated wetland zones.

   **Applicant Response:** This project is the redevelopment of an existing constructed bank facility. The site as impacted in its current condition, does not contain habitat or wetland areas, and is in Flood Zone X (area of minimum flood hazard.) We do not believe there is a full biological survey requirement for this property under the Land Development Code.

   Please refer to Sheets C3.0, Overall Existing Conditions and Demolition Plan and C3.1, Existing Conditions and Demolition Plan for the existing site conditions and proposed limits for improvements. Please refer to Sheet C4.0, Overall Site Plan and Sheet C4.1, Site Plan for the proposed site after redevelopment. The site plans show all required buffers, screen walls and location of proposed underground stormwater system and location of underground fuel takes relative to the adjacent residential areas.

Please do not hesitate to contact me if you have any questions. Your consideration in this matter is greatly appreciated.

Sincerely,

Jessica Gow for
**Robert A. Merrell III**
Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com
Fax (386) 944-7955

**City of Ormond Beach**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 9.A. |
| **Section** | FIRST READING OF ORDINANCES | **Category** | First Reading of Ordinances |
| **Subject** | Ordinance regulating city paid parking lots | | |
| **Recommended Action** | It is recommended that the City Commission approve the amendment to Chapter 20, Traffic, of the code of ordinances by creating Section 20-21, City paid parking lots. | | |
| **Strategic Goal** | Governance - Other | | |
| **Department Staff Contact** | City Attorney<br>Ann-Margret Emery, Deputy City Attorney | | |


Summary

This agenda item requests approval of an ordinance establishing regulations for city paid parking lots.

The city is in the process of drafting a contract with PCI Municipal Services for implementation of a paid parking program at Andy Romano Beachfront Park. Before that contract can be finalized, however, regulations and enforcement procedures need to be in place.

The fees set forth in the ordinance are consistent with fees currently charged by the County of Volusia at its paid parking lots.


Financial Impact

N/A

Citizen Impact

N/A

Attachments

1. 25-23 City Paid Parking Lots (P25-0094G )
2. Ordinance Business Impact Estimate paid parking

**ORDINANCE NO. 2025-23**

AN ORDINANCE AMENDING CHAPTER 20, TRAFFIC, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY ADDING A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 20-21, CITY PAID PARKING LOTS; 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.** Chapter 20, Traffic, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended by adding a new section to be numbered and entitled, Section 20-21, City paid parking lots, that shall read as follows.

**Sec. 20-21.** City paid parking lots.

(a) In city-owned parking lots where a fee is required for parking, motor vehicle owners must either:
  (1) pay the required daily fee of $20.00 and any applicable taxes and credit card processing or convenience fees; or
  (2) obtain the annual visitor's pass (for non-Volusia county residents) and have paid the annual fee of $100.00 and any applicable taxes and credit card processing or convenience fees; or
    (i) if Volusia County increases its daily parking fee or annual fee for non-residents, the corresponding fees for city paid parking lots shall automatically increase to the same amount
  (3) obtain from Volusia County the annual no-cost parking permit available for Volusia County residents.

(b) Fines and other enforcement for violation of section (a) above shall be:
  (1) a fine of $50.00 if paid on or before the fourteenth ($14^{Th}$) day from the date of notice of violation/citation; and
  (2) a fine of $100.00 if paid after the fourteenth day ($14^{th}$) day from the notice of violation/ citation; and

(3) in addition to collection of fines, if a vehicle owner has one or more unpaid parking citations, the city may issue a trespass warning to the vehicle owner precluding the owner from returning to any city-owned paid parking lot for a period of up to one year. If the vehicle owner has one or more unpaid citations and the vehicle is located again in the lot without paying the applicable fee, the city is authorized to tow the vehicle from the lot.

(c) The city is authorized to designate a third-party contractor to administer citations and appeals of any parking violations.

(d) This section supersedes any other parking provisions in this Code if deemed inconsistent with other general parking regulations.

(e) In city owned parking lots where a fee is required for parking, signage must be posted notifying the public of the requirements of this section.

**SECTION TWO**. This Ordinance shall take effect immediately upon its adoption.

**PASSED UPON** at the first reading of the City Commission this ___ day of _____, 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

# Ordinance Adoption
# Business Impact Estimate

Proposed ordinance's number and legal title: 2025-23

AN ORDINANCE AMENDING CHAPTER 20, TRAFFIC, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES,* BY ADDING A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 20-21, CITY PAID PARKING LOTS; 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 purpose of this Ordinance is to establish regulations for city paid parking lots.

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**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 10.A. |
| **Section** | SECOND READING OF ORDINANCES | **Category** | Second Reading of Ordinances |
| **Subject** | Amendment to Code of Ordinances, Chapter 15, Parks and Recreation (Second Reading) | | |
| **Recommended Action** | Approval of the attached ordinance is recommended. | | |
| **Strategic Goal** | Governance - Other | | |
| **Department Staff Contact** | City Attorney<br>Ann-Margret Emery, Deputy City Attorney | | |


Summary

This is a proposed amendment to the Code of Ordinances, Chapter 15, Parks and Recreation. The amendment adds regulations for vaping. City ordinances currently prohibit smoking in all city parks, sports centers and city facilities. This ordinance amendment adds vaping to the prohibition. This amendment adds the definition of vaping in Section 15-3 and adds vaping as a prohibited nuisance in Section 15-8.


Financial Impact

None

Citizen Impact

Prohibiting vaping in city parks and facilities will enhance the environment for all citizens and visitors.

Attachments

1. 25-22 Vaping in Parks (P25-0070G)
2. Ordinance Business Impact Estimate

**ORDINANCE NO. 2025-22**

AN ORDINANCE AMENDING SECTIONS 15-3 AND 15-8 OF CHAPTER 15, PARKS AND RECREATION, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, TO PROVIDE FOR THE REGULATION OF VAPING IN PARKS AND AT OTHER MUNICIPAL FACILITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS,** Section 386.209 of the Florida Statutes (2022) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns, and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, and

**WHEREAS**, Section 386.209 of the Florida Statutes (2022) preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by State Law, and

**WHEREAS**, while smoking in city parks and facilities is currently prohibited by the *Code of Ordinances*, the City Commission desires to add regulations for vaping, and

**WHEREAS**, the City Commission of the City of Ormond Beach finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Ormond Beach, and that such restrictions are necessary for the health, safety and welfare of the citizens and visitors to the City of Ormond Beach, now therefore

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:**

**SECTION ONE.** Section 15-3, Definitions, of Article I, Operation of City Parks and Recreation and Cultural Areas and Facilities, of Chapter 15, Parks and Recreation, of the City of Ormond Beach *Code of Ordinances* is hereby amended to read as follows:

**Sec. 15-3. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverage* means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.

*Animal* means any cat, dog, horse, fowl and living creature.

*Applicant* means any person seeking a permit to use or conduct an activity in a park, cultural or recreation area or facility.

*Beer* means any brewed beverage containing malt.

*Careless* means to operate a vehicle in disregard of the safety of the operator or others.

*Director* means the director of parks and recreation or the director of cultural affairs or their respective designees.

*Municipal property* means all land, bleachers, seating, recreational facilities and structures, parking lots, and buildings owned by the city.

*Organized sports* means the playing of games or practice by any athletic team.

*Park* means a park, reservation, playground, recreational facility or any other public property area in the city, owned or used by the city and devoted to active or passive recreation.

*Permit* means any written license issued by or under the authority of a director, the city manager or the city commission permitting a use, event or activity in a park, cultural or recreation area or facility.

*Smoking* means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.

*Vaping* means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an

electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

*Vehicle* means any wheeled conveyance (except a baby carriage or invalid wheelchair) for the transportation of persons or material whether:

(1) Powered or drawn by motor as an automobile, truck, bus, motorcycle, scooter, minibike or trail bike;
(2) Animal-drawn as a carriage, wagon or cart;
(3) Any rider-propelled bicycle or tricycle;
(4) Any trailer in tow of any size, kind or description;
(5) Any watercraft as defined herein.

Excluded from restrictions as a general class of vehicles are those conveyances established within parks by the city.

*Youth athletic activity* means any event, game, or other activity with participants who are less than 17 years of age, with the duration of such activities or events to include a period of time 15 minutes before and after such activity.

**SECTION TWO.** Section 15-8, Nuisances, of Article I, Operation of City Parks and Recreation and Cultural Areas and Facilities, of Chapter 15, Parks and Recreation, of the City of Ormond Beach *Code of Ordinances* is hereby amended to read as follows:

**Sec. 15-8. Nuisances.**

(a) *Alcoholic beverages.* Possession and consumption of alcoholic beverages within any park are prohibited unless specifically permitted pursuant to section 4-3.

(b) *Fireworks and explosives.*

(1) Possessing, exploding, discharging or burning within any park area or on roadways adjacent thereto of any fire crackers, rockets or other fireworks and explosives, or any other substance which in combination with any other substance becomes an explosive, are prohibited. In an emergency the discharge of distress signals and flares is permitted.

(2) Parents or guardians are responsible for violations by minors of subsection (b)(1) of this section.

(c) *Fortunetelling.* The foretelling of futures or fortunes for money by any method within any park or on any roadway adjacent thereto is prohibited.

(d) *Domestic animals.*

(1) No domestic animals shall be allowed in parks at any time except as provided herein.

(2) Dogs and other fur-bearing pets, except service animals as defined in F.S. § 413.08, shall be excluded from the following places in a park: all camping areas, all bathing and swimming areas, including both land and water portions, park buildings and other designated areas. Pets are permitted in nonrestricted areas if adequately restrained. Dogs must be kept at all times on leashes no longer than eight feet. All animal excrement must be properly cleaned up and properly disposed of by the owner or keeper of the animal.

(e) *Smoking or vaping*.

(1) Except as otherwise provided in this subsection, smoking or vaping is prohibited on any portion of the following municipal properties: Central Park, Fortunato Park, Nova Community Park, Ormond Beach Middle School Park, Osceola School Park, Riviera Park, Sanchez Park, South Ormond Neighborhood Park, Andy Romano Beachfront Park, ~~and~~ Birthplace of Speed Park, or within the boundaries of any other city park. The leisure services director ~~shall~~ may designate one or more areas within these properties as smoking areas, provided that such smoking area(s) shall not be designated in any common area that is expected to be used by the public.

(2) Except as otherwise provided in this subsection, smoking or vaping is prohibited on any portion of the following municipal properties when a youth athletic activity occurs: Ormond Beach Sports Complex, Ormond Beach Tennis Center, Nova Community and Gymnastics Center, ~~and~~ South Ormond Neighborhood Center, or within the boundaries of any other city sports center. The leisure services director ~~shall~~ may designate one or more areas within these properties as smoking areas, provided that such smoking area(s) shall not be designated in any common area that is expected to be used by the public.

(3) Smoking or vaping is prohibited within 25 feet of any entrance to an occupied municipal building or structure.

(4) Private property owners are encouraged to prohibit smoking or vaping within 25 feet of any entrance that affords public access.

**SECTION THREE.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION FOUR.** If any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or

decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION FIVE.** This Ordinance shall become effective immediately upon adoption.

**PASSED UPON** at the first reading of the City Commission, this 22nd day of July, 2025.

**PASSED UPON** at the second and final reading of the City Commission, this 5th day of August, 2025.

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# Ordinance Adoption
# Business Impact Estimate

Proposed ordinance's number and legal title: 2025-22

AN ORDINANCE AMENDING SECTIONS 15-3 AND 15-8 OF CHAPTER 15, PARKS AND RECREATION, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, TO PROVIDE FOR THE REGULATION OF VAPING IN PARKS AND AT OTHER MUNICIPAL FACILITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; 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 purpose of this ordinance is to add regulations for vaping in city parks and other municipal facilities.

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**

**City Commission Agenda**

**Staff Report**

| | | | |
|---|---|---|---|
| **Agenda Date** | August 5, 2025 | **Item No** | 11.A. |
| **Section** | RESOLUTIONS | **Category** | Consent - Resolution |
| **Subject** | RFP Award - Employee Benefits Broker of Record | | |
| **Recommended Action** | A resolution and agreement have been prepared for the two responsive proposals received. Staff recommends execution of the resolution and agreement in accordance with the City Commission's firm selection. | | |
| **Strategic Goal** | Governance - Attract, develop, and support the best talent for Ormond Beach to be recognized as an Employer of Choice. | | |
| **Department Staff Contact** | City Manager<br>Claire Whitley, Assistant City Manager | | |


Summary

The City has a long history of utilizing a broker of record to administer and manage employee benefit plans provided by the City on behalf of eligible employees and their families. The broker provides critical services such as marketing, plan design, premium rate negotiations, claims administration, dispute resolution, member support services, facilitation of annual enrollment, and fulfilling regulatory compliance and reporting requirements.

The City's current broker agreement expires in September 2025. As such, the City issued an RFP for Employee Benefits Broker of Record services on April 20, 2025, and received two responsive proposals from Brown and Brown, and Foundation Risk Partners. A third, non-responsive submission was received from FMIT. On July 28, 2025, the evaluation committee reviewed and evaluated the qualifying proposals per the City's purchasing rules. Based on the total points awarded in the four evaluation criteria categories - qualifications of firm, experience of dedicated team members, references, and price - the committee made a recommendation for award to Brown and Brown.

On August 5, 2025, prior to this City Commission meeting, staff conducted a health insurance workshop with the Commission to review the qualified RFP responses and corresponding committee recommendation. Staff also provided a brief overview of the current employee benefit structure, including the City's health insurance strategy, premium history, and plan features. The City Commission was provided the opportunity to direct questions to staff and the proposing firms, and provide direction to staff regarding firm selection.

Attached are draft resolutions and agreements, with corresponding proposals, for each firm to be

executed in accordance with City Commission direction for a period of three years, with two one-year renewal periods.

Financial Impact

The financial impact will be determined by the selected broker. Brown and Brown has proposed an annual all-inclusive fee of $50,000, while Foundation Risk Partners has proposed a fee of $85,000 plus $14,102 in additional services, for a total annual fee of $99,102. Sufficient funds are included in the budget for this item.

Citizen Impact

Providing quality employee benefits through efficient and effective broker services contributes to a fair and competitive work environment, and enables the City to recruit and retain staff for the successful delivery of services to its residents.

Attachments

1. 25-134 A Employee Benefits Broker-Brown & Brown (P25- )
2. Brown & Brown - benefits broker agreement
3. Brown & Brown Proposal
4. Brown & Brown Proposer Acknowledgement Form

**RESOLUTION NO. 2025-134A**

A RESOLUTION ACCEPTING THE PROPOSAL OF BROWN & BROWN INSURANCE SERVICES, INC. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, the City solicited proposals for employee benefits broker of record services (the Project) (City RFP No. 2025-45), in accordance with Section 2-300, *Code of Ordinances*, and

**WHEREAS,** the City's evaluation committee reviewed the two (2) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Brown & Brown Insurance Services, Inc. to provide employee benefits broker of record services in the amount of $50,000.00 annually ($150,000.00 for the initial three-year term), (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

**WHEREAS**, the City Manager has certified that sufficient funds for the services have been appropriated to the credit of the General Fund and have not been appropriated for any other purpose, now therefore,

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

**SECTION ONE**. The proposal of Brown & Brown Insurance Services, Inc. to provide employee benefits broker of record services for the City is hereby accepted.

**SECTION TWO**. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Brown & Brown Insurance Services, Inc.

**SECTION THREE** The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Brown & Brown Insurance Services, Inc. for the Project in an amount of $150,000.00 for the initial three-year term and to pay the cost thereof from the General Fund.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Brown & Brown Insurance Services, Inc.** ("Contractor"), 300 S. Beach St., Daytona Beach, Fl 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal, "Employee Benefits Broker of Record Services" (RFP No. 2025-45) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on September 23, 2025 and shall have an initial term of three (3) years and will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall perform the services for the annual amount of $50,000.00. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

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

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

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

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

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

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

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

| **City of Ormond Beach** | **Brown & Brown Insurance Services, Inc.** |
|---|---|
| Joyce Shanahan, City Manager<br>(copy to City Attorney)<br>22 South Beach Street<br>Ormond Beach, FL 32174 | Steve Farmer, Exec. Vice President<br>300 S. Beach St.<br>Daytona Beach, FL 32114 |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

**(d)** Excess Liability

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

**(e)** Builder's Risk

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

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

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

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

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

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

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

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

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

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

(f) **Policies of Insurance**

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

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

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2025.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

**CITY OF ORMOND BEACH**

By: _____
**JASON LESLIE**
Mayor

By: _____
**JOYCE SHANAHAN**
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

**BROWN & BROWN INSURANCE SERVICES, INC.**

_____ By: _____

Print Name: _____ Print Name: _____

Title: _____

_____ Attest: _____

Print Name: _____ Print Name: _____

Title: _____

EXHIBIT "A"

# City of Ormond Beach
## Request For Proposals #2025-45

### Employee Benefits Broker of Record Services

*Response Prepared By:*
**Brown & Brown Insurance Services, Inc.**




Jessica Scott
Senior Vice President
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-8836


Submittal Date:
**05/21/2025**

# City of Ormond Beach

## Request for Proposal #2025-45
## Employee Benefits Broker of Record Services


| | Section |
|---|---|
| **Cover Letter** | **1** |
| **Background and Experience of Firm** | **2** |
| **Scope of Services** | **3** |
| **Fees** | **4** |
| **Required Forms** | **5** |

# Section 1

## Cover Letter

Brown & Brown Insurance Services, Inc.
300 North Beach Street (32114)
P.O. Box 2412 ▯ Daytona Beach, FL 32115
(386) 333-6008
Jessica.scott@bbrown.com

May 21, 2025

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

**RE: Request For Proposal #2025-45 - Employee Benefits Broker of Record Services**

Dear Evaluation Committee Member,

On behalf of Brown & Brown Insurance Services, Inc., we are pleased to submit our response for RFP #: 2025-45-Employee Benefits Broker of Record Services. We trust that you will find our response to be concise in demonstrating our understanding of City of Ormond Beach's solicitation for a qualified professional insurance consultant and broker.

Brown & Brown was founded in 1939 in Daytona Beach, Florida where its headquarters remain today. The Company is ranked as the 5th largest insurance intermediary in the United States and 6th in the world by Business Insurance Magazine. Brown & Brown has over 500 offices in over 42 states, with 30+ offices located in Florida. Our total employee count currently exceeds 18,000 worldwide.

Our Daytona Beach office, located at 300 North Beach Street, has focused on consulting and risk management services for Florida's public entities since 1992. Since that time, our business has grown to include over 230 of Florida's public entities ranging from small special districts and cities to large school districts and counties. Brown & Brown-Daytona has a particularly strong presence in the Volusia County and Central Florida area. We currently consult or act as a broker on **15 of the 16 municipalities in Volusia County and over 75 of the public entities within Central Florida.**

Brown & Brown's Employee Benefits Division has developed into one of the nation's largest with premiums in excess of $4 billion annually. This premium affords us a distinct advantage when it comes time to negotiate the City's renewal. Brown & Brown's established relationships with carriers and our reputation provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer. This includes the City's health insurance carrier, Florida Health Care Plans (FHCP). Our office has over $166 million in annual premiums with FHCP which affords our clients top tier service and access to FHCP leadership when needed. While the City has been with the same carrier for many years, we regularly go to market on the City's behalf in order to provide the City with the best deal available.

**In the last 16 years, Brown & Brown has negotiated a <u>total savings of over $3 million</u> in medical premiums for the City of Ormond Beach,** while retaining the same medical insurance carrier. **We have also saved the City over $100,000 in ancillary insurance premiums,** while keeping many of the same carriers over the years.

Brown & Brown's success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients. Our employee benefits team provides our many public sector clients with the tools they need to develop and continue successful employee benefits programs:

- Actuarial/Budget Projections
- Detailed Claims Analysis
- Benchmarking Reports
- Employee Benefits Technology Team
- Population Health Expertise
- Communications & Presentations to Leadership
- Extensive Compliance Resources
- Concierge Service Approach

Our staff is comprised of experienced forward-thinkers, with a client-first, service-focused approach. They are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement. Our dedicated service and marketing teams act as an extension of your human resources and risk management departments. They, along with our account executives understand the unique demands and processes that public entities require. **This experience and expertise in serving public entities is a factor that differentiates us from the competition.**

It is our intent to demonstrate our firm's willingness and ability to provide the requested services as outlined in this RFP response. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services as well as other services provided by or recommended by Brown & Brown.

We are available at the request of the City to participate in any oral interviews. Please feel free to contact us should you need further clarification of our proposal.

Sincerely,

*Steve Farmer*

Steve Farmer
Executive Vice President
Steve.Farmer@bbrown.com
O: (386)239-7233 F: (386) 239-5705

*Jessica Scott*

Jessica Scott
Senior Vice President
jessica.scott@bbrown.com
O: (386) 239-8836 C: (864) 918-1353

# Section 2

## Background and Experience of Firm

## Section 2: Background and Experience of Firm

**Describe the firm's experience working with Florida municipalities of similar size, in the State of Florida, 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.**

Brown & Brown has over 45 government clients and over half include a High Deductible Health Plan/HSA within their plan offerings. We will highlight a few of our local government clients, who we have implemented high deductible health plans and have demonstrated long term success with each by using customized strategies based on each City's unique culture.

While we developed a different strategy for each of these clients to implement an HSA plan, there are several commonalities between these clients. Each client offers FHC medical plans and had very rich copay plans in place for a long time. With having very rich low copay plans in place, employees really didn't understand the true cost of healthcare because they were paying very low copays for all services (including hospitals and surgeries).

We found there was no motivation for employees to educate themselves on where they could access services for lower costs and stay compliant with preventative screenings. We were seeing trends of escalating claims, greater volume of large claims, high ER utilization and therefore, insurance rates continuing to rise. Fortunately, the City Managers at each of these Cities believed implementing a high deductible health plan would provide a better long-term solution for employees to engage more in education of healthcare costs, screenings for themselves and thus, reduce premiums and claims long term. We outline how Brown & Brown helped each City eventually implement a high deductible health plan and we demonstrate the success these plans have had in keeping healthcare costs down for each City for almost a decade.

## City of Holly Hill

City of Holly Hill has been a Brown & Brown client for over 15 years. The City has had their medical plans through FHC for over 20 years. They started with 2 traditional copay plans: one with $0 deductible and one with a $250 deductible for several years and eventually added a high deductible/HSA plan as a third option. The HSA plan included the lowest deductible available, however, this plan had the lowest enrollment since employees were more comfortable enrolling in the low deductible copay plans.

We developed a multi-year strategy to do a lot of education on the benefits of an HSA plan with employees, including Brown & Brown setting up one-on-one meetings with employees to talk specifically about their individual needs on a plan and to help them understand how the plan could benefit each of them. We continued to keep the employee only tier premiums free on all plans, but the City contributed over the high deductible health plan deductible amount to the HSA bank account for any employees who enrolled.

Our long-term strategy was to eventually eliminate the $0 deductible copay plan first and then eliminate the additional copay plan, once we started to get more enrollment and interest in the high deductible health plan. The City formed an insurance committee, who met quarterly with Brown & Brown and the FHC wellness team to develop a wellness engagement plan, where employees would receive funds for their HSA account by participating in preventative screenings and wellness activities. Brown & Brown also negotiated free FHC clinic visits for members on the HSA plan and options for free medications on the plan to help drive interest into the plan.

By 2019, the City made the decision to only offer the HSA plan as a single option to all employees. Brown & Brown was able to move the City's effective date from October to January to better align the plan deductible with a calendar year and Brown & Brown was able to negotiate a flat renewal for a 15-month contract period with FHC for the medical plan. By making this change, the City's loss ratio has averaged 75% with the high deductible health plan and Brown & Brown has negotiated an average renewal of under 2% for the last 7 years with FHC while keeping the same HSA plan design. Within that time period, Brown & Brown has negotiated 3 flat renewals for the City.

With the savings Brown & Brown has negotiated over this period of time, the City is able to continue to fund over $2,000 a year into the employees' HSA bank accounts each year, if the employees stay compliant with preventative visits during each year. The City also continues to pay 100% for the employee only tier so employees do not have to pay any premium for the plan.

## City of Edgewater

City of Edgewater has been a Brown & Brown client for 20 years. During the first decade of our relationship, the City offered 2 medical plans through FHC with $0 deductibles and each plan had very low copays. The average loss ratio for that decade was 85% and we were negotiating double digit renewals most years, which would result after negotiations with an average renewal of a 7% increase.

Brown & Brown performed a plan design and financial analysis and determined that the City could benefit by introducing a high deductible health/HSA plan. However, before implementing a new plan design structure, Brown & Brown and the City Manager decided that it would be best to form an insurance committee including union representatives and department leaders so Brown & Brown could educate this group on what a high deductible plan is and how it works. Over the next couple of years Brown & Brown worked with the City's leadership team and Insurance Committee doing the following:

- Reviewed claims with the City to analyze trends and determine what resources were needed to address escalating claims
- Set up meetings with FHC leadership (CEO, Medical Director, Pharmacy Director) and City leadership to discuss lower cost or free services FHC could offer to keep employees engaged in healthcare without cost barriers on a high deductible health plan
    - This led to FHC agreeing to reducing the cost of their clinics from a $10 copay to a $0 copay on all plans
    - FHC also agreed they would expend services at their clinic for diagnostics, primary care and urgent care
- Performed financial analysis on alternative plan designs and savings the City could recognize by making minor changes to plans
    - Evaluated and introduced the idea of including a health reimbursement account to pair with alternative plans with deductibles
- Reviewed the City's current contribution structures and modeled alternative structures to implement the HSA plan as a third plan option
- Educated the insurance committee and employees on HSA plans and HRA plans
- Made presentations to the Board on HSA and HRA plans, claims impact, financial impact and long-term strategy recommendations

The final outcome of the 2 years of planning with the City's leadership and employees resulted in the following:

- Negotiated a 15-month contract with FHC to move the City's effective date from October to January so that deductible plans would reset each calendar year
- Introduced 3 plans with FHC – HSA, $250 deductible HMO plan, $0 deductible POS plan
- The financial impact to the City for the plan changes was over $150,000 in savings
    - The City used this savings to fully fund the $250 deductible through an HRA (employees would get reimbursed in full for the deductible if they had services subject to the $250)

    - The City fully covers the HSA plan deductible through an HSA Account
        - Employees must complete a preventative screening each year to be eligible for $200 of the funding in the HSA account
- Reduced the FHC extended hour clinic copay from $10 to $0 on all plans
- Grandfathered current employees with their same deductions or free plans based on their level of service and years with the City
    - The HSA plan became a free option for current employees to have the opportunity to build an HSA bank account over time since the City funds the bank account every year
- The HSA plan became the free base plan for all newly hired employees
    - New employees had to buy up if they wanted the $250 deductible or $0 deductible plan

During open enrollment for the new plans, Brown & Brown conducted many educational presentations on HSA and HRA plans with employees. We met one on one with employees to field their individual questions and help them determine what plan was the best fit for their individual needs. We also did extensive training on FHC's cost estimator tools to help employees understand the cost of services on the HSA and deductible plan and educated on steerage to lower cost options for the plan and for themselves. Education also included ways to reduce costs for medications on all plans by using various resources Brown & Brown provides.

After almost a decade, the City has continued to offer these same 3 medical plans with FHC. When we first implemented the HSA plan, we only had 20 employees enrolled (out of 200). As of 2025, there are 125 employees enrolled in the plan. The City's loss ratio has trended down to 71% over the last decade and Brown & Brown has negotiated renewals that have averaged under 3%. This average has included a -2% and flat renewal since the plan design changes were implemented. Since the plan renewals continue to be negotiated under the City's budget year over year, the City has been able to continue to fully fund the HSA deductible and $250 HRA.

# Q3 2016 Plan Performance Review

Presented by:
Jessica Scott
Vice President

Presented on:
February 9, 2017

# Group Demographic Profile

Demographic Summary by Group and Class

## Demographic Profile

Group Profile

| | Totals | % of Total |
|---|---|---|
| Total Subscribers | 195 | |
| Female | 40 | 21% |
| Male | 157 | 81% |

| Average Age | 44 |
|---|---|
| Female | 44 |
| Male | 44 |

| Average Age by Tier (Medical - Enrolled) | |
|---|---|
| Employee Only | 41 |
| Employee & Spouse | 56 |
| Employee & Child(ren) | 46 |
| Employee & Family | 46 |

| Profile by Class (Medical - Enrolled) | Council | Directors | Supervisors | Hired Prior to 10/2004 | Hired After 10/2004 | Retiree | Disabled | Severance | Total |
|---|---|---|---|---|---|---|---|---|---|
| Total Subscribers | 4 | 14 | 20 | 50 | 101 | 4 | 2 | 2 | 197 |
| Female | 2 | 4 | 1 | 8 | 21 | 2 | 1 | 1 | 40 |
| Male | 2 | 10 | 19 | 42 | 80 | 2 | 1 | 1 | 157 |

| Average Age by Tier (All Plans Enrolled) | Average Age |
|---|---|
| Employee Only | 40 |
| Employee & Spouse | 57 |
| Employee & Child(ren) | 47 |
| Employee & Family | 44 |

# Contribution Change Summary

Illustrative Scenarios & Impact of Contribution Changes

## City & Employee Contribution Scenarios

Summary by Illustrative Class

| | | | | City's Contribution Methodology -Illustrative Changes by Scenario | | |
|---|---|---|---|---|---|---|
| Scenario Comparison #1 | Current Class Structure | All EEs Classed as "Supervisor" | Δ from Current ($) | Supervisors | Hired Pre 10/2004 | Hired Post 10/2004 |
| Total Cost | $2,343,416 | $2,343,416 | $0 | 75% Dep Contribution | 75% Dep Contribution | 75% Dep Contribution |
| Employer Cost | $2,095,807 | $2,181,203 | $85,396 | | | |
| Employee Cost | $247,611 | $162,213 | ($85,398) | | | |
| | | | | | | |
| Scenario Comparison #2 | Current Class Structure | All Classed as "Hired Prior to 10/2004" | Δ from Current ($) | Supervisors | Hired Pre 10/2004 | Hired Post 10/2004 |
| Total Cost | $2,343,416 | $2,343,416 | $0 | 50% Dep. Contribution | 50% Dep. Contribution | 50% Dep. Contribution |
| Employer Cost | $2,095,807 | $2,014,931 | ($80,875) | | | |
| Employee Cost | $247,611 | $328,485 | $80,874 | | | |
| | | | | | | |
| Scenario Comparison #3 | Current Class Structure | All Classed as "Hired After 10/2004" | Δ from Current ($) | Supervisors | Hired Pre 10/2004 | Hired Post 10/2004 |
| Total Cost | $2,343,416 | $2,343,416 | $0 | 0% Dep. Contribution | 0% Dep. Contribution | 0% Dep. Contribution |
| Employer Cost | $2,095,807 | $1,690,457 | ($405,349) | | | |
| Employee Cost | $247,611 | $652,958 | $405,348 | | | |

Notes

Illustrated headcounts exclude COBRA/Severed, Disabled and Retired employees.

Current Class structure includes 100% City contribution towards Employee Coverage and the following contribution towards dependent coverage by Class:

| | |
|---|---|
| Supervisors | 75% contribution |
| Hired Pre-10/2004 | 50% Contribution |
| Hired Post-10/2004 | 0% Contribution |

# Health Savings Account Summary

Overview of Annual Limitations & Eligible Expenses

## HSA Overview

Summary of Eligible Expenses & Annual Limits

| HSA Description | 2017 | 2018 (Projected - Not Final) |
|---|---|---|
| Individual Coverage Max Contribution | $3,400 | $3,450 |
| Family Coverage Maximum Contribution | $6,750 | $6,850 |
| Age 55+ - Catch Up Contribution | $1,000 | $1,000 |
| Spouse - Catch Up Contribution (separate HSA) | $1,000 | $1,000 |
| Account Owner | Employee | Employee |
| Roll-Over of Funds | 100% of Remaining Funds | 100% of Remaining Funds |

| Plan Design Requirements | 2017 | 2018 (Projected - Not Final) |
|---|---|---|
| Individual Minimum Deductible | $1,300 | $1,350 |
| Family Minimum Deductible | $2,600 | $2,700 |
| Individual Maximum Out-of-Pocket | $6,550 | $6,650 |
| Family Maximum Out-of-Pocket | $13,100 | $13,300 |

### Examples of Eligible/Qualified Expenses

| | |
|---|---|
| Acupuncture | Hearing Aids & Batteries |
| Alcohol & Drug Addiction Treatment | Surgeries (non-cosmetic) |
| Breast Reconstruction Surgery | Nursing Services |
| Dental Treatment | Physical Therapy |
| Diagnostic Tests & Devices | Psychiatric Care |
| Doctor's Visits | Smoking Cessation |
| Prescriptions | Contact Lenses |
| Eyeglasses | Vision Exams |
| Over the Counter Medications (restricted listing) | Lodging |

### Additional Eligible/Qualified Expenses

| |
|---|
| Health Insurance for people age 65+ (except Medicare Supplement Policies) |
| COBRA Premiums |
| Long Term Care Premiums |
| Health Premiums for People Receiving Unemployment Compensation |

### Examples of Non-Qualified Expenses

| | |
|---|---|
| Cosmetic Surgery | Maternity Clothes |
| Diaper Service | Nutritional Supplements |
| Electrolysis or hair removal | OTC Medications (without Doctor's Note) |
| Funeral Expenses | Toiletries (e.g. toothbrush, toothpaste, etc.) |
| Health Club Membership Dues | Teeth Whitening |
| Non-Approved / Illegal Operations | Weight Loss Programs (unless prescribed for specific disease) |
| Bottled Water | Swimming Pools |

### Notes:

The above is just a sample of eligible expenses, and is not all inclusive. For a complete listing, please view IRS Publication 502.

# Wellness Utilization & Brainstorming

Illustrative Scenarios & Impact of Contribution Changes

## Physical Examinations

Exam Completion - Subscribers Only

| Time Period Analyzed: | December 2015 - November 2016 |
|---|---|
| Active Subscribers | 197 |
| Completed Physical Exam | 48 |
| % Complete | 24% |
| No Physical Examination | 149 |
| % Not Completed | 76% |

| PCP Designation | Active Subscribers | % of Subscribers by Staff Type | Completed Physical Exam | % of Active Subscribers with Exam | Not Completed Medical Exam | % Incomplete Physical Exam |
|---|---|---|---|---|---|---|
| Subscribers that see a staff PCP | 113 | 57% | 27 | 24% | 86 | 76% |
| Subscribers that see a network PCP | 73 | 37% | 21 | 29% | 52 | 71% |
| Subscribers that do not have a PCP | 11 | 6% | 0 | 0% | 11 | 100% |
| Grand Total | 197 | | 48 | | 149 | |

| Primary Reporting Period | Q3 2016 |
|---|---|

| Measurement Overview | Total Members | # Compliant | # Non-Compliant | Q3 2016 % Compliant | Q3 2015 % Compliant | FHCP Benchmark | % Non-Compliant |
|---|---|---|---|---|---|---|---|
| Visit with Primary Care Provider (PCP) | 361 | 331 | 30 | 92% | 87% | 87% | 8% |
| Blood pressure checked in previous twelve months and is less than 140/90 | 206 | 169 | 37 | 82% | 82% | 82% | 18% |
| LDL-C level checked in previous five years and is less than 130 mg/dL | 166 | 128 | 38 | 77% | 74% | 74% | 23% |
| Colorectal Cancer Screening - ages 50-75 | 109 | 71 | 38 | 65% | 69% | 69% | 35% |
| Breast Cancer Screening - mammogram in last two years for women ages 50-74 | 36 | 24 | 12 | 67% | 76% | 76% | 33% |
| Cervical Cancer Screening - 1+ pap tests within three years for women ages 20-64 | 89 | 63 | 26 | 71% | 75% | 75% | 29% |

| Diabetes Care - Comprehensive | Total Members | # Compliant | # Non-Compliant | Q3 2016 % Compliant | Q3 2015 % Compliant | FHCP Benchmark | % Non-Compliant |
|---|---|---|---|---|---|---|---|
| HbA1c level is less than 8.0% | 19 | 7 | 12 | 37% | 65% | 59% | 63% |
| LDL-C level is less than 100 mg/dL | 19 | 15 | 4 | 79% | 59% | 68% | 21% |
| Blood pressure is less than 140/90 | 19 | 11 | 8 | 58% | 53% | 58% | 42% |
| Medical attention for nephropathy (kidney disease) | 19 | 17 | 2 | 89% | 71% | 83% | 11% |
| Completed Diabetes Education Classes in last five years | 19 | 4 | 15 | 21% | 24% | 14% | 79% |

## Workforce Wellness Reporting

Personal Health Assessment Results (Aggregated, Age 18+)

| Summary Period | Q3 2016 |
|---|---|
| Total Members | 357 |

| Body Mass Index (BMI) - Age 18+ | Members | % of Total |
|---|---|---|
| Extremely Obese | 11 | 5% |
| Obese | 85 | 37% |
| Overweight | 79 | 34% |
| Normal | 50 | 22% |
| Less than Ideal | 6 | 3% |
| Total Members | 231 | |
| % of Total Membership | 65% | |

| Smoking Status in Last 2 Years | Employee | Spouse | Dependent | Total |
|---|---|---|---|---|
| Active Smoker | 8 | 6 | 1 | 15 |
| History of Smoking | 36 | 14 | 3 | 53 |
| Never Smoked | 90 | 28 | 20 | 138 |
| Smoking Unknown | 56 | 18 | 10 | 84 |
| Total by Category | 190 | 66 | 34 | 290 |

## Workforce Wellness

Gym Utilization

| Gym Utilization - Annual Summary | | | | |
|---|---|---|---|---|
| Calendar Year | Total Members | Average Member Age | Total Visits | Average Visits Per Member |
| 2013 | 126 | 45 | 3835 | 30 |
| 2014 | 144 | 43 | 4820 | 33 |
| 2015 | 146 | 40 | 4705 | 32 |
| 2016 (through November) | 136 | 39 | 4955 | 36 |
| Average | 138 | 42 | 4579 | 33 |

| Gym Utilization - Summary by Quarter | | | | |
|---|---|---|---|---|
| Quarter | Total Members | Average Member Age | Total Visits | Average Visits per Member |
| Q4 - 2015 | 83 | 39 | 3835 | 13 |
| Q1 - 2016 | 100 | 40 | 4820 | 15 |
| Q2 - 2016 | 96 | 39 | 4705 | 15 |
| Q3 - 2016 | 92 | 38 | 4955 | 15 |
| | 92.75 | 39 | 4579 | 15 |

| Trend - Most Recent 12 Months | | | | |
|---|---|---|---|---|
| Month & Year | Total Members | Average Member Age | Total Visits | Average Visits Per Member |
| Dec-15 | 56 | 40 | 345 | 6 |
| Jan-16 | 75 | 39 | 467 | 6 |
| Feb-16 | 82 | 40 | 488 | 6 |
| Mar-16 | 81 | 40 | 526 | 6 |
| Apr-16 | 77 | 40 | 460 | 6 |
| May-16 | 77 | 39 | 464 | 6 |
| Jun-16 | 73 | 39 | 515 | 7 |
| Jul-16 | 68 | 37 | 429 | 6 |
| Aug-16 | 75 | 38 | 505 | 7 |
| Sep-16 | 67 | 39 | 416 | 6 |
| Oct-16 | 64 | 38 | 335 | 5 |
| Nov-16 | 60 | 39 | 350 | 6 |
| Average | 71 | 39 | 442 | 6 |

| Highest Utilized Gym Locations - Most Recent 12 Months | | Top Utilization by Member | | | |
|---|---|---|---|---|---|
| Rank | Fitness Center Name | Rank | Age | Type | Total Enc. |
| 1 | Southeast Volusia Family YMCA | 1 | 36 | Subscriber | 313 |
| 2 | Edgewater Fitness Club | 2 | 21 | Subscriber | 194 |
| 3 | New Smyrna Beach Athletic Club | 3 | 42 | Subscriber | 193 |
| 4 | Vision Fitness 24 | 4 | 41 | Dependent | 177 |
| 5 | Shark City Gym | 5 | 21 | Subscriber | 173 |
| 6 | Heartland Rehabilitation | 6 | 59 | Subscriber | 168 |
| 7 | Anytime Fitness - Port Orange | 7 | 54 | Subscriber | 157 |
| 8 | Family YMCA - Port Orange | 8 | 30 | Dependent | 155 |
| 9 | Snap Fitness | 9 | 27 | Subscriber | 138 |
| 10 | Beach Street Gym | 10 | 22 | Subscriber | 124 |

# Wellness Incentive Examples

Summary of Topics for Discussion

## Overview of Discussion Items

- Annual Physical Completion
- Personal Health Assessment (PHA)
  - Height
  - Weight
  - Blood Pressure
  - Blood Glucose
  - BMI
  - Cholesterol
  - One-on-One Coaching
- Preventive Screenings (Medical, Dental, Vision)
- Back Care / Proper Lifting Technique Training
- Blood Pressure Checks
- Flu Vaccination

## Additional Incentive Opportunities

- Blood Drive Donation
- CPR Training
- Volunteer Services
- Health Education Training
  - Tobacco Cessation
  - Diabetes Education
  - Weight Management
  - Healthy Lunch & Learns
- Physical/Competitive Activities
  - Kickball
  - Bowling
  - Softball
  - Gym Attendance
  - Yoga
  - Fitness Classes
  - Golf
  - Lunchtime Walking Groups
  - Kayaking
  - Outdoor Water Sports

## Notes:

All programs tied to incentives must be compliant with the Americans with Disabilities Act (ADA) to allow for Incentives for those that can't perform the incentive in question.

## Tobacco Cessation Program Criteria

A wellness program that imposes a tobacco surcharge is considered a "health contingent" wellness program and it must comply with the following five requirements:

1. Frequency of Reward: the wellness program must provide eligible individuals with the opportunity to qualify for the reward **at least once per year**;

2. Size of Reward: the reward for a tobacco based wellness program cannot exceed 50% of the employer's and employee's cost of coverage (either the tier in which the employee and any dependents are enrolled or single coverage);

3. Reasonableness of Design: the wellness program must be reasonably designed to promote health or prevent disease;

4. Uniform Availability and Reasonable Alternative Standard: the wellness program must offer each individual who does not meet the initial standard a reasonable alternative to obtain the reward. Typically, in a tobacco based wellness program, the reasonable alternative is the completion of a tobacco cessation course. (However, the regulations require that, with respect to a tobacco cessation course, an individual who completes the course must qualify for the reward, **regardless of whether the individual actually quits using tobacco**.) The employer sponsoring a tobacco based wellness program that utilizes a smoking cessation course as the reasonable alternative must make the smoking cessation course available to participants or assist participants find a smoking cessation course. Further, participants cannot be required to pay for the cost, if any, for the smoking cessation course and the time commitment must be "reasonable."

5. Notice of Availability: the wellness program must disclose in all plan materials describing the wellness program the availability of a reasonable alternative standard.

An example of a permissible tobacco based wellness program may be helpful:

A wellness program offered in conjunction with an employer's group health plan offers lower premiums to participants who do not use tobacco. As a reasonable alternative, the plan provides the same lower premium to those participants who complete a smoking cessation course. At the start of the 2016 plan year, Participant A does not qualify for the reward initially (i.e., because Participant A smokes), but does complete the smoking cessation course. Participant A is entitled to the reward for the 2016 plan year (which may be paid by the plan--through lower premiums--after Participant A completes the smoking cessation course, as long as Participant A receives the full reward). However, for the 2017 plan year, if Participant A still does not meet initial standard (i.e., because Participant A still smokes), the plan may require Participant A to complete the smoking cessation course again to qualify for the reward for the 2017 plan year.

# Sample Plan Designs - HSA

In-Force Plan Designs

**PUBLIC SECTOR CLIENT #1**

**EXECUTIVE SUMMARY OF GROUP HEALTH PLAN QUOTES**

**JANUARY 1, 2017 - DECEMBER 31, 2017**

| | HDHP HSA TI4/TF4 | BALANCE POS T29 |
|---|---|---|
| | ***Network*** | ***Network*** |
| Deductible: | $1,600 ($3,200 Family)* | $0 |
| HSA Seed | $1,350 + $125 for Skin Screening + $125 HA Completion | n/a |
| Embedded Deductible: | Yes, Family Coverage | N/A |
| Calendar or Policy Year: | Calendar | Calendar |
| Coinsurance: | 20% | 15% |
| Maximum Out-of-Pocket: | $3,200 ($6,400 Family) | $2,500 ($5,000 Family) |
| (Includes Deductible): | Yes | N/A |
| (Includes Copay): | Yes | Yes |
| (Includes Rx): | Yes | Yes |
| **PHYSICIAN SERVICES** | | |
| Office Visit Copay: | Deductible + Coinsurance | $20 |
| Specialist Copay: | Deductible + Coinsurance | $35 |
| Workforce Wellness Copay | $0 | $0 |
| Chiropractic Copay: | Deductible + Coinsurance | $15 |
| **HOSPITAL/ EMERGENCY SERVICES** | | |
| Inpatient Hospital Per Admission Copay: | Deductible + Coinsurance | $200 |
| Emergency Room Copay: | Deductible + Coinsurance | $100 |
| Urgent Care Copay: | Deductible + Coinsurance | $60 |
| Outpatient Surgical Facility Copay: | Deductible + Coinsurance | $0 |
| Ambulatory Surgery Center: | Deductible + Coinsurance | $0 |
| **DIAGNOSTIC SERVICES** | | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible + Coinsurance | $0 |
| Lab, X-Ray & Major Diagnostics Outpatient: (CT, PET, MRI, MRA) | Deductible + Coinsurance | $0 |
| **PREVENTIVE ADULT WELLNESS** | $0 | $0 |
| **PRESCRIPTION** | | |
| Deductible: | **Calendar Year Deductible** | N/A |
| Tier 1: | $3 | $3 |
| Tier 2: | $10 ($15 Walgreens) | $10 ($15 Walgreens) |
| Tier 3: | $30 ($35 Walgreens) | $30 ($35 Walgreens) |
| Tier 4: | $55 ($60 Walgreens) | $55 ($60 Walgreens) |
| Tier 5: | $125 | $125 |
| Mail Order Prescription: | $2 / $9 / $29 / $54 (31 day supply) | $2 / $9 / $29 / $54 (31 day supply) |
| **LIFETIME MAXIMUM** | Unlimited | Unlimited |
| | ***Non-Network*** | ***Non-Network*** |
| Deductible: | $3,000 ($6,00 Family) | $500 ($1,500 Family) |
| Coinsurance: | 40% | 30% |
| Maximum Out-of-Pocket: | $6,000 ($12,000 Family) | $5,000 ($10,000 Family) |
| Per Occurrence Deductible (Inpatient): | N/A | N/A |
| Per Occurrence Deductible (Outpatient Surgery): | N/A | N/A |

| | Enrollment | Premium | EE Contribution | Enrollment | Premium | EE Contribution |
|---|---|---|---|---|---|---|
| EMPLOYEE | 231 | $568.48 | $0.00 | 4 | $936.21 | $353.60 |
| EMPLOYEE + SPOUSE | 30 | $977.78 | $393.56 | 0 | $1,610.29 | $1,001.74 |
| EMPLOYEE + CHILD(REN) | 8 | $977.78 | $393.56 | 0 | $1,610.29 | $1,001.74 |
| FAMILY | 43 | $1,136.95 | $546.62 | 1 | $1,872.43 | $1,253.80 |

## Public Sector Client #1 - 1,200 Lives

**EXECUTIVE SUMMARY OF GROUP HEALTH PLAN QUOTES**
**SEPTEMBER 1, 2016 - AUGUST 31, 2017**

| | HSA 5FV | PREMIUM 7JP | STANDARD 5FK |
|---|---|---|---|
| | ***Network*** | ***Network*** | ***Network*** |
| Deductible: | $3,000 ($6,000 Family) | $2,500 ($5,000 Family) | $3,000 ($9,000 Family) |
| HSA Seed | n/a | n/a | n/a |
| Embedded Deductible: | Yes | Yes | Yes |
| Calendar or Policy Year: | Policy | Policy | Policy |
| . | 20% | 0% | 50% |
| Maximum Out-of-Pocket: | $4,000 ($8,000* Family)<br>( *$6,850 Single only max) | $2,500 ($5,000 Family) | $6,350 ($12,7000 Family) |
| (Includes Deductible): | Yes | Yes | Yes |
| (Includes Copays:) | Yes | Yes | Yes |
| (Includes Rx:) | Yes | Yes | Yes |
| Office Visit Copay: | Deductible + Coinsurance | $25 | $50 |
| Specialist Copay: | Deductible + Coinsurance | $30 | $75 |
| Chiropractic Copay: | Deductible + Coinsurance | $25 | $50 |
| **HOSPITAL/ EMERGENCY SERVICES** | | | |
| Inpatient Hospital Per Admission Copay: | Deductible + Coinsurance | Deductible | Deductible + Coinsurance |
| Emergency Room Copay: | Deductible + Coinsurance | $250 | $250 |
| Urgent Care Copay: | Deductible + Coinsurance | $50 | $100 |
| Outpatient Surgical Facility Copay: | Deductible + Coinsurance | $300 | Deductible + Coinsurance |
| Ambulatory Surgery Center: | Deductible + Coinsurance | $300 | Deductible + Coinsurance |
| **DIAGNOSTIC SERVICES** | | | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible + Coinsurance | $0 | $0 |
| Lab, X-Ray & Major Diagnostics Outpatient: (CT, PET, MRI, MRA) | Deductible + Coinsurance | $200 | $100 |
| **ADULT WELLNESS** | $0 | $0 | $0 |
| **PRESCRIPTION:** | | | |
| Deductible: | **Policy Year Deductible** | N/A | N/A |
| Tier 1: | $10 | $10 | $10 |
| Tier 2: | $30 | $30 | $45 |
| Tier 3: | $50 | $50 | $80 |
| Tier 4: | N/A | N/A | N/A |
| Mail Order Prescription: | 2.5x Copay (90 day supply) | 2.5x Copay (90 day supply) | 2.5x Copay (90 Day Supply) |
| **LIFETIME MAXIMUM:** | Unlimited | Unlimited | Unlimited |
| | ***Non-Network*** | ***Non-Network*** | ***Non-Network*** |
| Deductible: | N/A | N/A | N/A |
| Coinsurance: | N/A | N/A | N/A |
| Maximum Out-of-Pocket: | N/A | N/A | N/A |
| Per Occurrence Deductible (Inpatient): | N/A | N/A | N/A |
| Per Occurrence Deductible (Outpatient Surgery): | N/A | N/A | N/A |

| **PREMIUM EQUIVALENT RATES** | **Premium Rate** | **Employer** | **Employee** | **Premium** | **Employer** | **Employee** | **Premium** | **Employer** | **Employee** |
|---|---|---|---|---|---|---|---|---|---|
| Employee Only | $546.14 | $491.74 | $54.40 | $563.87 | $491.74 | $72.13 | $722.46 | $491.74 | $230.72 |
| Employee + Spouse | $1,286.07 | $491.74 | $794.33 | $1,312.70 | $491.74 | $820.96 | $1,661.25 | $491.74 | $1,169.51 |
| Employee + Child(ren) | $1,220.83 | $491.74 | $729.09 | $1,246.12 | $491.74 | $754.38 | $1,576.67 | $491.74 | $1,084.93 |
| Family | $1,552.79 | $491.74 | $1,061.05 | $1,585.09 | $491.74 | $1,093.35 | $2,007.28 | $491.74 | $1,515.54 |

# Sample Plan Designs - HSA & HRA

In-Force Plan Designs

**PRIVATE SECTOR CLIENT #1 - 100 LIVES**
**EXECUTIVE SUMMARY OF GROUP HEALTH PLAN QUOTES**
**JANUARY 1, 2017 - DECEMBER 31, 2017**

| | **HSA AHOU CHOICE PLUS RX 125** |
|---|---|
| | ***Network*** |
| Deductible: | $2,000 ($4,000 Family) |
| HSA Seed | $500 Individual Coverage \| $1,000 Dependent Coverage |
| HRA Fund | $1,500 Individual \| $4,000 Dependent Coverage |
| Embedded Deductible: | No |
| Calendar or Policy Year: | Calendar |
| Coinsurance: | 0% |
| Maximum Out-of-Pocket: | $3,000 ($6,000 Family) |
| (Includes Deductible): | Yes |
| (Includes Copay): | Yes |
| (Includes Rx): | Yes |
| **PHYSICIAN SERVICES** | |
| Office Visit Copay: | $30 + Deductible |
| Specialist Copay: | $60 + Deductible |
| Chiropractic Copay: | $30 + Deductible |
| **HOSPITAL/ EMERGENCY SERVICES** | |
| Inpatient Hospital Per Admission Copay: | $500 + Deductible |
| Emergency Room Copay: | $350 + Deductible |
| Urgent Care Copay: | $75 + Deductible |
| Outpatient Surgical Facility Copay: | $300 + Deductible |
| Ambulatory Surgery Center: | $300 + Deductible |
| **DIAGNOSTIC SERVICES** | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible |
| Lab, X-Ray & Major Diagnostics Outpatient: | $300 + Deductible |
| (CT, PET, MRI, MRA) | |
| **PREVENTIVE ADULT WELLNESS** | $0 |
| **PRESCRIPTION** | |
| Deductible: | **Calendar Year Deductible** |
| Tier 1: | $10 |
| Tier 2: | $35 |
| Tier 3: | $60 |
| Tier 4: | N/A |
| Mail Order Prescription: | 2.5x's Copay (90 day supply) |
| **LIFETIME MAXIMUM** | Unlimited |
| | ***Non-Network*** |
| Deductible: | $5,000 ($10,000 Family) |
| Coinsurance: | 50% |
| Maximum Out-of-Pocket: | $10,000 ($20,000 Family) |
| Per Occurrence Deductible (Inpatient): | N/A |
| Per Occurrence Deductible (Outpatient Surgery): | N/A |

| **PREMIUM RATES** | **Premium Rate** | **Employer** | **Employee** |
|---|---|---|---|
| Employee Only | $521.72 | $521.72 | $0.00 |
| Employee + Spouse | $1,210.43 | $521.71 | $688.72 |
| Employee + Child(ren) | $935.78 | $521.71 | $414.07 |
| Family | 1586.78 | $521.71 | $1,065.07 |

HSA & HRA Interaction Overview

| | **Employer HSA Funds First** |
|---|---|
| Employee Only | $500 |
| Employee + Spouse | $1,000 |
| Employee + Child | $1,000 |
| Family | $1,000 |

| | **Employee Responsible for Next** |
|---|---|
| Employee Only | $1,000 |
| Employee + Spouse | $1,000 |
| Employee + Child | $1,000 |
| Family | $1,000 |

| | **Employer HRA Funds Last** |
|---|---|
| Employee Only | $1,500 |
| Employee + Spouse | $4,000 |
| Employee + Child | $4,000 |
| Family | $4,000 |

Note: Employee Responsibility can be funded by an HSA contribution.

# Employee Healthcare



# Current Cost

- FY 15/16 Employer Cost – $1,863,867
- We Had a Rate Increase of – 13.3 %
- FY 16/17 Employer Cost – $2,068,154
- Projected Rate Increase – 17.5%
- FY 17/18 Projected Cost – $2,430,081

Rate Increase / Decrease History

- 2015 – 6.5
- 2014 – 6.0
- 2013 – 4.0
- 2012 – 3.8
- 2011 – (5.4)
- 2010 – 11.3
- 2009 – 9.13
- 2008 – 3.0
- 2007 – 5.4
- 2006 – 16.6
- 2005 – 4.1

# Current Coverage Census

- Employees only – 111
- Employees + Spouse – 17
- Employee + Child(ren) – 27
- Family – 31
- Total – 186 employees with approx. 357 insured members

# Detailed Census

- **City cost to provide 186 employees and dependent coverage ($2,068,154)**
- Employer provided at 100%
  - City cost to provide 13 dependents (Director and Deputy) ($111,718)
- Employer dependent coverage at 75% (Supervisors)
  - City cost to provide 20 dependents coverage ($141,421)
- Employer dependent coverage at 50% (Hired prior 10/1/04)
  - City cost to provide 32 dependents coverage ($286,157)
- Employee providing dependent coverage at 75% (Supervisor)
  - 20 employees pay 25% of dependents coverage ($44,076)
- Employee providing dependent coverage at 50% (Hired prior 10/1/04)
  - 32 employees pay 50% of dependents coverage ($120,372)
- Employee providing dependent coverage at 100% (Hired after 10/1/04)
  - 10 employees pay 100% of dependents coverage ($83,184)

# Cost Today

## (Base Plan - HMO G42 Plan)

| | Current Monthly | Projected Renewal (17.5%) | Monthly |
|---|---|---|---|
| • Employee - | $767.50 | $901.81 | ($134.31) |
| • Employee + Spouse - | $1,312.43 | $1,542.11 | ($229.68) |
| 50% | $656.22 | $771.06 | ($114.84) |
| • Employee + Child(ren) - | $ 1,312.43 | $ 1,542.11 | ($229.68) |
| 50% | $656.22 | $771.06 | ($114.84) |
| • Family - | $1,604.08 | $1,884.79 | ($280.71) |
| 50% | $802.04 | $942.40 | ($140.36) |

# The Committee

In December of 2016 the City Manager discussed the Group Health sustainability with the City Council and subsequently a committee was established to review:

- International Union of Operators Engineers – Tiana DeWees
- International Association of Firefighters – Herb Epstein
- Police Benevolent Association – Dan Kohler
- Supervisors Group – Bob Polizzi
- Dept. Directors and Deputy Directors – Brenda DeWees
- Citizen – Brandon Beck (HR Director for Boston Whaler)
- City Council – Councilman Dan Blazi
- Research guidance provided by our Insurance Broker Brown & Brown

# Goals

- Ensure the committee is made-up with representation from all aspects of the employee segment as well as City Council and a citizen.
- Create a Group Health Insurance benefit that was sustainable into the future.
- Create a plan that allowed the City of Edgewater to provide an opportunity for assistance with dependent healthcare coverage to all future employees dependents equally.
- Create a plan whereas future dependent healthcare insurance was not considered a benefit for only those that had been promoted to a supervisor or above position but rather equally offered to all future employees.

# Recommendations

- Create a Health Savings Account (HSA) and make that the "Base Plan" for all new employees hired after 10/1/17.
- All existing employees hired prior to 10/1/17 will be "Grandfathered" with their existing plan to include the dependent coverage benefit they are presently eligible for.
- All promotions after 1/1/18 will be provided the HSA Plan which is the "Base Plan"
- Employees will still be able to "buy-up" to either the HMO or POS Plans but will have to pay the cost difference

# Health Savings Account (HSA)

| Monthly | Premiums | EE Contrib. | ER Contrib. |
|---|---|---|---|
| • Employee - | $603.61 | $0.00 | $603.61 |
| • Employee + Spouse - | $1,032.17 | $214.28 | $817.89 |
| • Employee+Child(ren) - | $1,032.17 | $214.28 | $817.89 |
| • Family - | $1,261.54 | $328.96 | $932.57 |

# How an HSA Works

| Annually | Base HSA | HSA Incentive* | Total City Incentive |
|---|---|---|---|
| • Employee Only - | $1,300 | $200 | $1,500 |
| • Employee + Spouse - | $1,500 | $400 | $1,900 |
| • Employee+Child(ren) - | $1,500 | $200 | $1,700 |
| • Family - | $1,850 | $400 | $2,250 |

* Incentive include Personal Health Assessment (PHA) and Physical by a physician

# HSA Plan vs HMO Plan

| | |
|---|---|
| Deductible: | $1,500 ($3,000 Family) |
| Embedded Deductible: | No |
| Calendar or Policy Year: | Policy |
| Coinsurance: | 10% |
| Maximum Out-of-Pocket: | $3,000 ($6,000 Family) |
| (Includes Deductible): | Yes |
| (Includes Copay): | Yes |
| (Includes Rx): | Yes |
| **PHYSICIAN SERVICES** | |
| Office Visit Copay: | Deductible + Coinsurance |
| Specialist Copay: | Deductible + Coinsurance |
| Chiropractic Copay: | Deductible + Coinsurance |
| **HOSPITAL/ EMERGENCY SERVICES** | |
| Inpatient Hospital Per Admission Copay: | Deductible + Coinsurance |
| Emergency Room Copay: | Deductible + Coinsurance |
| Urgent Care Copay: | Deductible + Coinsurance |
| Outpatient Surgical Facility Copay: | Deductible + Coinsurance |
| Ambulatory Surgery Center: | Deductible + Coinsurance |
| **DIAGNOSTIC SERVICES** | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible + Coinsurance |
| Lab, X-Ray & Major Diagnostics Outpatient: (CT, PET, MRI, MRA) | Deductible + Coinsurance |
| **WORKFORCE WELLNESS** | $0 |
| **PREVENTIVE ADULT WELLNESS** | $0 |
| **PRESCRIPTION** | |
| Deductible: | Calendar Year Deductible |
| Tier 1: | $3 |
| Tier 2: | $10 ($15 Walgreens) |
| Tier 3: | $30 ($35 Walgreens) |
| Tier 4: | $55 ($60 Walgreens) / Tier 5 - $125 |
| Mail Order Prescription: | $6 / $27 / $87 / $162 (90 Day Supply) |
| **LIFETIME MAXIMUM** | Unlimited |
| | ***Non-Network*** |
| Deductible: | N/A |
| Coinsurance: | N/A |
| Maximum Out-of-Pocket: | N/A |

| | |
|---|---|
| Deductible: | $0 |
| Embedded Deductible: | N/A |
| Calendar or Policy Year: | Calendar |
| Coinsurance: | 0% |
| Maximum Out-of-Pocket: | $1,500 ($3,000 Family) |
| (Includes Deductible): | N/A |
| (Includes Copay): | Yes |
| (Includes Rx): | No |
| **PHYSICIAN SERVICES** | |
| Office Visit Copay: | $20 |
| Specialist Copay: | $35 |
| Chiropractic Copay: | $15 |
| **HOSPITAL/ EMERGENCY SERVICES** | |
| Inpatient Hospital Per Admission Copay: | $200 / per admit |
| Emergency Room Copay: | $100 |
| Urgent Care Copay: | $60 |
| Outpatient Surgical Facility Copay: | $0 |
| Ambulatory Surgery Center: | $0 |
| **DIAGNOSTIC SERVICES** | |
| Lab, X-Ray & Diagnostics Outpatient: | $0 |
| Lab, X-Ray & Major Diagnostics Outpatient: (CT, PET, MRI, MRA) | $0 |
| **WORKFORCE WELLNESS** | $0 |
| **PREVENTIVE ADULT WELLNESS** | $0 |
| **PRESCRIPTION** | |
| Deductible: | N/A |
| Tier 1: | $3 |
| Tier 2: | $10 ($15 Walgreens) |
| Tier 3: | $30 ($35 Walgreens) |
| Tier 4: | $55 ($60 Walgreens) / Tier 5 - $100 |
| Mail Order Prescription: | $6 / $27 / $87 / $162 (90 Day Supply) |
| **LIFETIME MAXIMUM** | Unlimited |
| | ***Non-Network*** |
| Deductible: | N/A |
| Coinsurance: | N/A |
| Maximum Out-of-Pocket: | N/A |

# How an HSA Works

| Annually | Base HSA Deductible | Total City Incentive |
|---|---|---|
| • Employee Only - (PHA & Wellness Visit ) | $1,500 | $1,500/year |
| • After 3 yrs with City | $1,500 | $4,500 |

## Employee Needs Surgery $10,000 Expense

WFW visit for initial diagnosis - $0 out of pocket

Out-Patient Surgery - $0 out of pocket to employee for deductible ($1,500 funded by City)

$0 out pocket to employee for coinsurance ($850 funded by City)

$2,150 HSA Account Balance

$650 remaining out of pocket (covered by City)

$1,500 balance carried over into the next year's HSA account

# How the Future Employee Benefits

| HSA Description | 2018 (Projected - Not Final) |
|---|---|
| Employee Coverage Max Contribution | $3,450 |
| Family Coverage Maximum Contribution | $6,850 |
| Age 55+ - Catch Up Contribution | $1,000 |
| Spouse - Catch Up Contribution (separate HSA) | $1,000 |
| **Account Owner** | **Employee** |
| **Roll-Over of Funds** | **100% of Remaining Funds** |

| Plan Design Requirements | 2018 (Projected - Not Final) |
|---|---|
| Individual Minimum Deductible | $1,350 |
| Family Minimum Deductible | $2,700 |
| Individual Maximum Out-of-Pocket | $6,650 |
| Family Maximum Out-of-Pocket | $13,300 |

Examples of Eligible/Qualified Expenses

| | |
|---|---|
| Acupuncture | Hearing Aids & Batteries |
| Alcohol & Drug Addiction Treatment | Surgeries (non-cosmetic) |
| Breast Reconstruction Surgery | Nursing Services |
| Dental Treatment | Physical Therapy |
| Diagnostic Tests & Devices | Psychiatric Care |
| Doctor's Visits | Smoking Cessation |
| Prescriptions | Contact Lenses |
| Eyeglasses | Vision Exams |
| Over the Counter Medications (restricted listing) | Lodging |

Additional Eligible/Qualified Expenses

| |
|---|
| Health Insurance for people age 65+ (except Medicare Supplement Policies) |
| COBRA Premiums |
| Long Term Care Premiums |
| Health Premiums for People Receiving Unemployment Compensation |

# Estimated Savings to the City

| | Total Premium | *City HSA Seed | City Annual Cost (inc. HSA) | % Change |
|---|---|---|---|---|
| Current Cost | $2,315,786 | n/a | $2,068,154 | |
| Estimated Renewal @ 17.5% | $2,728,855 | n/a | $2,481,222 | 20% |
| Estimated Modified Renewal @ 17.5% | $2,463,256 | $98,200 | $2,307,933 | 12% |

Year over year estimated increase: $239,779

- Estimated City HSA Seed amount is illustrative in nature and will depend on the migration to the HSA Plan.
- The Estimated Modified Renewal includes migration assumptions that 25% of the HMO enrollment for the "Employees Hired Before 10/2004" and 50% of the "Employees Hired After 10/2004" classifications will migrate to the HSA Plan.
- Actual Migration will differ and will impact the resulting annual totals.
- The Estimated Renewal & Estimated Modified Renewal are based on an estimated 17.5% increase, effective 1/1/2018.
- The illustrated rates and plan designs are illustrated in nature only and do not represent a firm offer.

# Direction Required

- Do we modify any aspects of the committee's recommended Healthcare Plan?
- Does the City Manager prepare the FY18 budget based on the committee's recommended Healthcare Plan?
- Does the City Manager begin labor agreement discussions based on the committee's recommended Healthcare Plan becoming effective January 1, 2018?

# Any Additional Questions?

# THANK YOU

## City of Ormond Beach

Brown & Brown became Agent of Record for The City of Ormond Beach in 2009. Similar to The City of Edgewater, The City of Ormond Beach also had two $0 deductible low copay plans with FHC for many years. We did extensive analysis on claims and plan utilization to customize and file a new plan design with FHC for the City, without increasing out of pocket costs to employees. This change implemented a low $250 deductible on one plan the City offered and this saved the City $400,000 in the first year.

Over the next 5 years, we were able to negotiate renewals under the City's budget without making any plan changes, even though claims experience was increasing each year. In 2015, the City's loss ratio went up to 112% and the FHC gave the City a 33% renewal increase, which was well above budget for the City. Brown & Brown and the City Manager decided it was time to consider moving to a high deductible health plan and better educate employees on the cost of medical services, engage more with preventative screenings and management of chronic conditions with the goal of reducing health care cost long term. Therefore, Brown & Brown worked with FHC to create a new high deductible health plan as a base plan. This plan was designed by Brown & Brown and FHC to include the lowest deductible possible to be HSA compliant, yet allowed employees and the City to fund a bank account to cover the deductible expenses for employees.

Brown & Brown was able to convince FHC to reduce the renewal to 20% and extended the renewal contract from 12 months (starting October 1, 2015) to 15 months so that the renewal would align with a calendar year, so the City could start the high deductible health/HSA plan in January. The result of these renewal negotiations allowed the City to only have to take the 20% increase for 3 months and then by implementing the HSA plan in January the City ended up saving $350,000, which allowed the City to fund enough money into employees' HSA bank accounts to cover the majority of the deductible. This kept the employee's total deductible responsibility at $250, which was the same as the plan they had previously.

When making this change to the high deductible health plan, Brown & Brown worked with FHC to run various custom claims and utilization reports, so we could implement ways to reduce the employees' out of pocket expenses, while still being compliant with the high deductible health plan requirements. Brown & Brown organized regular meetings between the City's HR team and City Manager with FHC's leadership team (CEO, CFO, Medical Director and Pharmacy Director) to discuss ways to reduce claims costs. Through these meetings, we determined the main conditions that needed more solutions to help reduce high-cost claimants were diabetes, hypertension, skin cancer and cholesterol. Therefore, Brown & Brown conducted an RFP for the City to review proposals for near site clinics so that the City could offer free services and medications to employees to address these conditions. The City came close to awarding Florida Hospital a near site clinic contract, which would cost the City a little over $100,000 a year.

During this RFP process, Brown & Brown met with FHC to discuss the services Florida Hospital was going to offer the City through this contract and determine if there was a way FHC could offer similar services at a lower cost. Through these efforts, FHC was able to put together a clinic model specifically for the City. We reduced the extended hour clinic copay to $0 and FHC started offering free skin cancer screenings to City employees (employees could earn $125 in HSA dollars). We also

worked with FHC to create a list of medications that treat diabetes, hypertension and cholesterol and we negotiated low-cost copays for these medications. The City covered the cost of these copays for these particular medications so that employees with these conditions would have no cost barrier to staying on medications to treat their conditions. We also promoted free programs through FHC to manage diabetes. In addition, employees could earn additional HSA dollars by attending educational sessions on various wellness topics and for attesting to not using any tobacco products. Jessica Scott also offered free bootcamp workout classes at 5am for City of Ormond employees.

The City developed a wellness team and this team met quarterly with FHC and Brown & Brown to review utilization/claim reports to track progress and to continue to evolve the program. These changes had a significant impact on the next renewal. The loss ratio was reduced by over 40% in one year, the number of high-cost claimants reduced significantly, and the renewal was negotiated from the a15% increase to 4%. This left additional funds to be used towards future benefit enhancements for City employees. Brown & Brown continued to do presentations for the Board to keep them abreast of the health plan strategy, utilization, trends and successes. By the 2018 renewal, claims had reduced so significantly that Brown & Brown was able to negotiate a -2% decrease.

The City has been able to keep the same HSA plan design in place since implementing it almost 10 years ago. Overall, the City's loss ratio averaged around 75%, until 2021. The City ended up having claims spike up to 105% due to some new high cost claimants. FHC threatened to give the City an over 30% increase, which had not been budgeted. Brown & Brown engaged with FHC's CEO to convince FHC to agree to split the renewal increase between 2 years and offer an 15% increase for 2022 and a 18% increase for 2023. By 2023, the loss ratio started to drop again down to 94%. While not yet a favorable loss ratio, Brown & Brown was able to analyze claims and prove to FHC that the group will continue to trend lower in claims and therefore, we were able to negotiate the 18% increase down to 5%. Through the efforts of Brown & Brown over the last 16 years, the City has averaged under a 3% rate increase, which has included 4 years of decreases. For the 2025 renewal, Brown & Brown negotiated a 4% increase which the Board approved, but Brown & Brown continued to run claims analysis after that meeting to track claims activity and found the loss ratio to decrease further. Therefore, Brown & Brown went back to FHC to ask them to consider lowering the renewal to 1% and FHC agreed.

Even though many of our government clients have had long term success with FHC and HSA plans, the medical industry continues to evolve with new products in the market. We continue to educate our clients on new trends and products and propose competitive plans often. We believe it is important to re-evaluate the benefits program regularly and compare the current offerings to competitive options such as: self-funded plans, captives, consortiums, level funded plans/alternative funding, reference based pricing models and additional new fully insured carriers in the market. In addition, we analyze claims quarterly to identify areas of focus so we can bring resources to improve issues and thus reduce cost while ensuring our clients employees are getting the best care.

# Welcome to the City of Ormond Beach: **BENEFITS OPEN ENROLLMENT 2015**

# Agenda

- Renewal Summary
- Benefits: Oct 1, 2015 – Dec 31, 2015
- Benefits: January 1, 2016 – Dec 31, 2015
- Carrier Introductions
- Open Enrollment Processing



# Renewal Summary

- Continued increase in health care costs
  - Affordable Care Act
  - Claims experience
  - Insurance market
- Past increases:
  - 2015 – 30%
  - 2014 – 14%
  - 2013 – 13%
- Consumer driven health care

# Overview 2015 - 2016

| Oct 1, 2015 – Dec 31, 2015 | Jan 1, 2016 – Dec 31, 2016 |
|---|---|
| HMO | HDHP |
| POS | POS |
| FSA | FSA |
| | HSA |
| Dental | |
| Life | |
| Vision | |
| Voluntary Insurance | |

# High Deductible Health Plan (HDHP)

Same providers, network, and wellness advantages as our HMO plan.

- You can still go to the same doctors
- You can still use the same pharmacy
- You will still get the care you have come to expect from FHCP

**The difference is you will have to pay the "real" costs (i.e. the provider's negotiated rates) up to your deductible.**

# How does a HDHP work?

- **Phase 1:** Deductible

  *The Employee pays the full amount of the provider's negotiated rate with FHCP until the deductible has been satisfied.*

  *The City will fund all but $250 of the employee-only deductible.*

- **Phase 2:** Co-insurance

  *Once the deductible is met, the employee's responsibility drops to a percentage of the negotiated rate.*

- **Phase 3:** Maximum Out of Pocket

  *Once the out of pocket is met, all covered medical and pharmacy expenses are covered at 100%*

# The Plan Details

| | HDHP | HMO Plan |
|---|---|---|
| Deductible | 1,600 / 3,200 | 250/ 750 |
| Embedded Deductible | NO | YES |
| Coinsurance | 20% | 10% |
| Max Out-of-Pocket | 3,200/ 6,400 | 2,000 / 4,000 |
| Includes Deductible | YES | YES |
| Includes Co-pays | N/A | YES |
| Includes RX | YES | YES |
| **Annual Wellness Visits** | **No Cost** | **No Cost** |
| **Annual Labs** | **No Cost** | **No Cost** |
| **FHCP Wellness Clinic** | **$10 Co-pay** | **$10 Co-pay** |
| Family Practice, Pediatrician Sick Visit | Deductible + Coinsurance | $20 Copay |
| Specialist Visit | Deductible + Coinsurance | $35 Copay |
| Chiropractic Visit | Deductible + Coinsurance | $15 Copay |
| Hospital Admit | Deductible + Coinsurance | Deductible + Coinsurance |
| ER Visit | Deductible + Coinsurance | $100 Copay |
| Urgent Care Center | Deductible + Coinsurance | $50 Copay |
| Out Patient Surgery | Deductible + Coinsurance | Deductible + Coinsurance |
| Lab/X-Ray/Advanced Imaging | Deductible + Coinsurance (at an independent testing facility) | $0 / $35 / $150 Copay (at an independent testing facility) |
| Gym Membership | Included | Included |

# Redirecting Premiums

## per paycheck :

| City pays 100% of base premium for full time employees | HMO 10/1/15-12/31/15 | HDHP 1/1/16-12/31/16 | HDHP Savings |
|---|---|---|---|
| Employee | $0 | $0 | $0 + unused HSA |
| Employee + Children | $252.06 | 196.78 | $55.28 + unused HSA |
| Employee + Spouse | $252.06 | 196.78 | $55.28 + unused HSA |
| Family | $350.07 | 273.31 | $76.77 + unused HSA |

# Health Savings Account



OR



# Core Values

- **Tax Savings** – the money contributed to your HSA through payroll deduction is pre-tax - reducing your taxable income and helping you save on taxes you pay
- **Tax-Free Spending** - the money you use from your HSA to pay for qualified medical expenses is never taxed
- **Tax-Free Earnings** – the money in the account earns interest, tax-free
- If you do not use the money in your HSA it is yours to keep!

# 2016 HSA Contribution Limits

- **$3,350 (single) and $6,750 (family)**
  - Age 55 or older - additional election of $1,000
- **City** will contribute **$1350** to your HSA Account
- **Your** voluntary contributions:
  - $77 per pay = $1848 annually
    - $1350 (city) + $1848 (you) = $3198 (annual family deductible)

# What can I Use the HSA to Pay For?

- Acupuncture
- Alcoholism treatment
- Ambulance services
- Artificial limb or prosthesis
- Artificial teeth
- Birth control pills
- Braille books/magazines
- Car adaptations
- Chiropractors
- Christian Science practitioners
- Contact lenses
- Crutches
- Dental work and orthodontics
- Diagnostic devices
- Doctor's fees
- Drug addiction treatment
- Eyeglasses
- Eye surgery
- Fertility enhancement
- Smoking Cessation
- Hearing aids and hearing aid batteries
- Hospital services
- Insulin
- Laboratory fees
- Lactation assistance supplies
- Prescription medicines or drugs
- Nursing home
- Nursing services
- Operations or surgery
- Psychiatric care
- Psychologist
- Telephone equipment for hearing or visually impaired
- Therapy or counseling
- Transplants
- Transportation for medical care
- Vasectomy
- Wheelchair
- X-rays
- Guide dog

# Can I use the money for anything else?

**It could be tempting, but you really shouldn't.**

- The HSA process is regulated by the **Internal Revenue Service**.
- HSA distributions used for any purpose other than the qualified medical expenses will be taxable, and the appropriate tax rules will apply.
  **Protect yourself from audit**; save all receipts with your regular tax documentation.

# All Other Benefits

- Dental (Standard Insurance)
- Vision (Humana)
- Life, AD&D, LTD (Standard)
  - Employer paid benefits
- Voluntary Life (Standard)
- Voluntary Insurance (Colonial)
  - Critical Illness
  - Cancer
  - Accident
  - Universal Life

# Dental Insurance

Provider: Standard

Employee cost per paycheck (2x/month):

| City pays 100% of base premium for full time employees ($33.49) | |
|---|---|
| Employee | $0 |
| Family | $30.72 |



# Vision Insurance

Provider: Humana

Employee cost per paycheck (2x/month):

| City pays 100% of base premium for full time employees ($3.62) | |
|---|---|
| Employee | $0 |
| Family | $3.96 |



# Flexible Spending Accounts (FSAs)

- **3 month plan year!**
- Set aside pre-tax dollars to cover expenses
- Two types:
  - Health Care Flexible Spending Account
  - Dependent Care Flexible Spending Account



# Health Care FSA

- Set aside pre-tax dollars to pay for items not covered by health insurance, such as:
  - Co-payments for doctor visits, prescriptions, etc.
  - Deductible expenses for medical and dental care
  - Out-of-pocket costs for glasses, contact lenses, & dental care
- Contribute up to **$625 during 3 month plan year**
  - Oct 1, 2015 – Dec 31, 2015
- USE IT OR LOSE IT
- Amount you choose to set aside for the year comes pre-loaded onto a debit card
- A list of eligible expenses is available at www.irs.gov
- KEEP YOUR RECEIPTS



# Dependent Care FSA

- Set aside pre-tax dollars to pay for qualified child care expenses, such as:
  - Full time child care
  - Summer programs
  - Before and after school programs
- Contribute up to **$1250 during 3 month plan year**
  - Oct 1, 2015 – Dec 31, 2015
- USE IT OR LOSE IT
- You may only spend what has accrued
- Submit receipts for reimbursement
- KEEP YOUR RECEIPTS



# Your HSA and FSA working together in 2016

- IRS rules state you cannot have both an HSA and a general-purpose health FSA since both apply funds toward your medical expenses.
- A limited-purpose FSA allows you to continue to contribute to an HSA. You maximize your savings and tax benefits by restricting your FSA reimbursement to only vision and dental expenses.
- Beginning Jan 1, 2016, the City will offer a limited-purpose FSA for employees who have selected the HSA.

# Electing Benefits

## After Open Enrollment Meetings

## HR Training Room

**Tuesday, September 1st**
11:00 a.m. - 1:00 p.m.
3:00 pm. – 5:00 p.m.

**Wednesday, September 2nd**
11:00 a.m. - 1:00 p.m.
3:00 pm. – 5:00 p.m.

**Thursday, September 3rd**
11:00 a.m. - 1:00 p.m.
3:00 pm. – 5:00 p.m.

Friday, September 4th
8:00 a.m. - 5:00 p.m.

# Questions?




# 2017 Utilization & Strategy Review
# October 3, 2017

**Presented By:**

**Claire Whitley – City of Ormond Beach, Human Resources Director**

**Jessica Scott – Brown & Brown, Senior Vice President**

Brown & Brown INSURANCE

# Agenda

- Q3 2017 Utilization Review
- RFP Results
- 2018 Plan Considerations
- Timeline

# Plan Utilization Overview

# Combined Monthly Utilization Overview

| | | H.S.A. Plan | | POS Plan | | HMO Plan | | Combined Total | |
|---|---|---|---|---|---|---|---|---|---|
| Plan Year | Month | Paid Claims | Paid Premium | Paid Claims | Paid Premium | Paid Claims | Paid Premium | Paid Claims | Paid Premium |
| 2016 | January | $40,460 | $215,889 | $1,527 | $2,701 | $100,842 | $0 | $142,829 | $218,590 |
| 2016 | February | $116,068 | $216,982 | $867 | $3,601 | $22,245 | $0 | $139,180 | $220,583 |
| 2016 | March | $125,695 | $216,042 | $3,044 | $4,501 | $1,375 | $0 | $130,114 | $220,543 |
| 2016 | April | $234,988 | $212,588 | $2,931 | $4,501 | $53,720 | $0 | $291,639 | $217,089 |
| 2016 | May | $86,240 | $210,124 | $2,445 | $4,501 | $4,714 | $0 | $93,399 | $214,625 |
| 2016 | June | $195,485 | $212,602 | $2,009 | $4,501 | $10,164 | $0 | $207,658 | $217,103 |
| 2016 | July | $169,610 | $212,128 | $1,193 | $4,501 | $1,026 | $0 | $171,829 | $216,629 |
| 2016 | August | $137,051 | $210,795 | $1,015 | $4,501 | $85,291 | $0 | $223,357 | $215,296 |
| 2016 | September | $251,461 | $209,960 | $3,889 | $3,601 | $84 | $0 | $255,434 | $213,561 |
| 2016 | October | $150,471 | $213,069 | $17,991 | $3,601 | $0 | $0 | $168,462 | $216,670 |
| 2016 | November | $200,529 | $212,281 | $8,619 | $2,701 | $2,549 | $0 | $211,697 | $214,982 |
| 2016 | December | $140,966 | $212,281 | $3,938 | $2,701 | $0 | $0 | $144,904 | $214,982 |
| 2017 | January | $94,143 | $222,571 | $2,114 | $1,872 | $1,098 | $0 | $97,355 | $224,443 |
| 2017 | February | $95,053 | $221,434 | $2,189 | $1,872 | $0 | $0 | $97,242 | $223,306 |
| 2017 | March | $192,034 | $222,002 | $1,133 | $1,872 | $665 | $0 | $193,832 | $223,874 |
| 2017 | April | $129,777 | $221,683 | $747 | $1,872 | $0 | $0 | $130,524 | $223,555 |
| 2017 | May | $129,167 | $224,380 | $433 | $1,872 | $1,216 | $0 | $130,816 | $226,252 |
| 2017 | June | $181,387 | $227,209 | $2,452 | $1,872 | $0 | $0 | $183,839 | $229,081 |
| 2017 | July | $157,239 | $225,027 | $1,532 | $1,872 | $0 | $0 | $158,771 | $226,899 |
| 2017 | August | $140,043 | $223,871 | $1,249 | $936 | $0 | $0 | $141,292 | $224,807 |
| 2017 YTD Totals | | $1,118,843 | $1,788,177 | $11,849 | $14,040 | $2,979 | $0 | $1,133,671 | $1,802,217 |

| | | | | |
|---|---|---|---|---|
| 2015 Loss Ratio | Plan Implemented 1/1/2016 | 153% | 110% | 112% |
| 2016 Loss Ratio | 72% | 108% | Plan Terminated 1/1/2016 | 84% |
| Rolling 12 month Loss Ratio | 71% | 174% | Plan Terminated 1/1/2016 | 72% |
| 2017 YTD Loss Ratio | 63% | 84% | Plan Terminated 1/1/2016 | 63% |

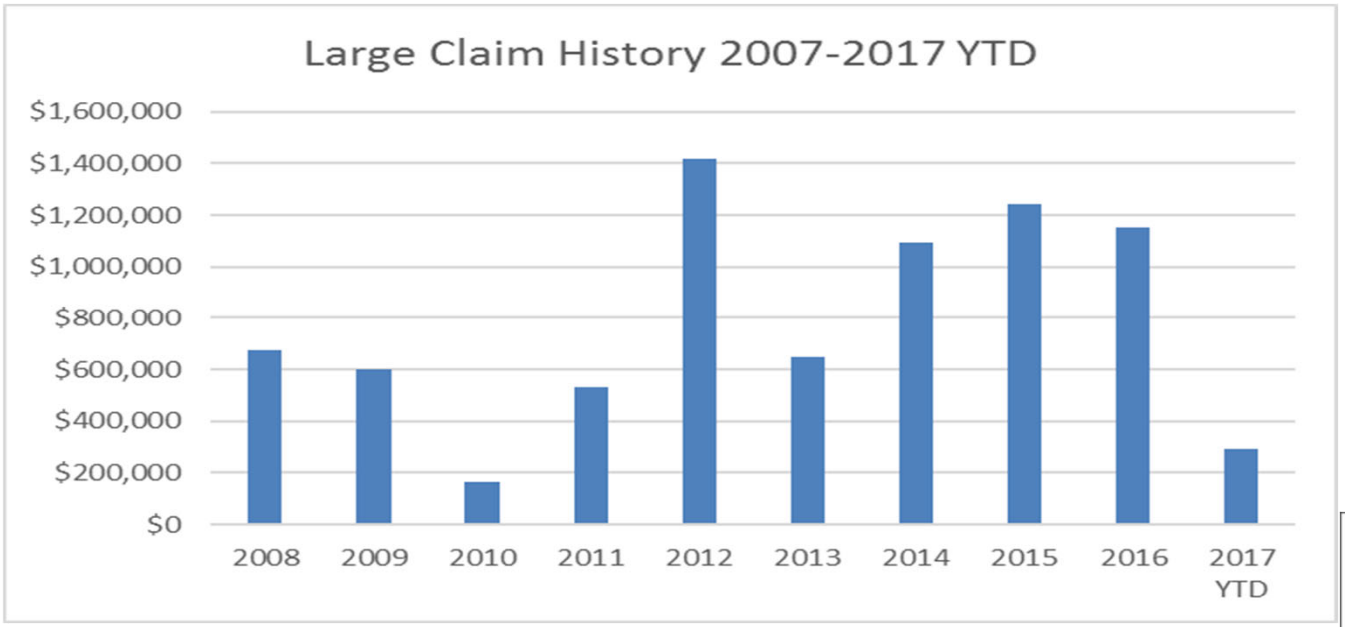
*July 2016-June 2017 was the time period used for the renewal. The loss ratio for that time period was **76%.**

# Large Claims Summary

| | 2017 YTD (1/1/2017 - 8/31/2017) |
|---|---|
| Total Paid | $291,388 |
| # of Claimants | 4 |

| | 2016 Plan Year |
|---|---|
| Total Paid | $1,151,721 |
| # of Claimants | 8 |

| | 2015 Plan Year |
|---|---|
| Total Paid | $1,244,048 |
| # of Claimants | 9 |



# $0 Copay Medication Program

- Program was implemented in Jan 2017
- Objective was to ensure there are no cost barriers to obtaining maintenance medications

**Year-to-date summary of program through August 2017**

| Total Rx | Total Paid by City | Average Cost per Rx |
|---|---|---|
| 513 | $4,957 | $9.66 |

# $0 Copay Medication Summary (1/2)

| Drug Class | Drug Name | Total Rx | Total Paid by City |
|---|---|---|---|
| Blood Pressure | Amlodipine | 49 | $285 |
| | Atenolol | 17 | $114 |
| | Benazepril | 7 | $33 |
| | Carvedilol | 2 | $18 |
| | Furosemide | 21 | $81 |
| | Hydrochlorothiazide | 39 | $146 |
| | Lisinopril | 67 | $381 |
| | Lisinopril/Hydrochlorothiazide | 17 | $60 |
| | Losartan | 48 | $975 |
| | Metoprolol Tartrate | 22 | $119 |
| | Telmisartan | 17 | $300 |
| | Triamterene/Hydrochlorothiazide | 1 | $9 |
| Total | | 307 | $2,521 |

# $0 Copay Medication Summary (2/2)

| Drug Class | Drug Name | Total Rx | Total Paid by City |
|---|---|---|---|
| Diabetes | Glimepride | 36 | $168 |
| | Glipzide | 5 | $15 |
| | Metformin HCL | 31 | $144 |
| | Metformin HCL ER | 18 | $200 |
| Total | | 90 | $527 |
| Cholesterol | Atorvastatin Calcium | 36 | $620 |
| | Pravastatin Sodium | 10 | $240 |
| | Pravastatin Calcium | 7 | $94 |
| | Simvastatin | 44 | $880 |
| Total | | 97 | $1,834 |
| Heart | Warfarin Sodium | 19 | $75 |
| Total | | 19 | $75 |

# Emergency Room Utilization

| | 2015 | | 2016 | | 2017 | |
|---|---|---|---|---|---|---|
| Month | Enroll | Visits | Enroll | Visits | Enroll | Visits |
| January | 584 | 14 | 501 | 4 | 490 | 3 |
| February | 579 | 8 | 505 | 5 | 488 | 3 |
| March | 576 | 17 | 501 | 4 | 489 | 4 |
| April | 575 | 10 | 491 | 3 | 489 | 5 |
| May | 581 | 8 | 485 | 7 | | |
| June | 578 | 5 | 491 | 5 | | |
| July | 580 | 7 | 488 | 2 | | |
| August | 577 | 11 | 486 | 5 | | |
| September | 576 | 7 | 484 | 4 | | |
| October | 538 | 3 | 489 | 3 | | |
| November | 534 | 7 | 485 | 4 | | |
| December | 532 | 8 | 484 | 2 | | |
| Average \| Total | 568 | 105 | 491 | 48 | 489 | 15 |
| Δ from Prior Year | | | -14% | -54% | -2% | -6% |

# Office Visit Utilization

| | 2015 | | | | | 2016 | | | | | 2017 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Month/ Year | Total Enrolled | Wkdy Visits | Ext Hours | Wkend Visits | Total Visits | Total Enrolled | Wkdy Visits | Ext Hours | Wkend Visits | Total Visits | Total Enrolled | Wkdy Visits | Ext Hours | Wkend Visits | Total Visits |
| Jan | 584 | 61 | 10 | 3 | 74 | 501 | 32 | 8 | | 40 | 489 | 57 | 16 | 3 | 76 |
| Feb | 579 | 41 | 10 | 1 | 52 | 505 | 43 | 6 | 2 | 51 | 487 | 38 | 10 | 1 | 49 |
| Mar | 576 | 51 | 7 | 2 | 60 | 501 | 40 | 14 | 1 | 55 | 488 | 53 | 11 | 1 | 65 |
| Apr | 575 | 64 | 13 | 5 | 82 | 491 | 33 | 5 | 2 | 40 | 488 | 33 | 2 | 2 | 37 |
| May | 581 | 47 | 10 | 2 | 59 | 485 | 44 | 8 | 1 | 53 | 498 | 42 | 9 | | 51 |
| Jun | 578 | 51 | 6 | 1 | 58 | 491 | 57 | 8 | 1 | 66 | 505 | 56 | 8 | 2 | 66 |
| Jul | 580 | 59 | 5 | | 64 | 488 | 32 | 6 | | 38 | | | | | 0 |
| Aug | 577 | 48 | 11 | 3 | 62 | 486 | 40 | 10 | | 50 | | | | | 0 |
| Sept | 576 | 45 | 12 | | 57 | 484 | 45 | 8 | | 53 | | | | | 0 |
| Oct | 538 | 54 | 4 | | 58 | 488 | 33 | 6 | | 39 | | | | | 0 |
| Nov | 534 | 52 | 8 | 2 | 62 | 484 | 49 | 8 | | 57 | | | | | 0 |
| Dec | 532 | 61 | 10 | 1 | 72 | 483 | 57 | 12 | 1 | 70 | | | | | 0 |
| Total | | 634 | 106 | 20 | 760 | | 505 | 99 | 8 | 612 | | 279 | 56 | 9 | 344 |

| Other Visits | 2015 | 2016 | 2017 |
|---|---|---|---|
| Doctor's on Demand | | 7 | 6 |
| Member Education Visits | 23 | 52 | 5 |
| Nurse Clinical Visits (BP, WGT Checks..) | 99 | 94 | 66 |
| Total | 122 | 153 | 77 |

# Personal Health Assessment Overview

- Personal Health Assessments (PHA) were conducted in Q1 2017.
- Aggregated information is shared with the City for increased awareness around risks that membership have.
- 217 people participated ($125 HSA funds)

- High risk areas were identified as the following:
  - Blood Pressure: 80.6% of respondents at risk (borderline or high risk)
  - Nutrition (self-reported): 77.9% of respondents at risk (borderline or high risk)
  - Weight: 77.3% of respondents at risk (borderline or high risk)
  - Diabetes: 74.2% of respondents at risk (borderline or high risk)

***According to the CDC, about 75 million adults have high blood pressure, which is roughly 1 in 3 adults.**
****The average age of the City of Ormond Beach is 47. According to the CDC blood pressure levels by age, 37% of men aged 45-54 have HBP, and 35% of women in the same age bracket have HBP.**

# Skin Cancer Screening Overview

- Program provided free skin cancer screenings by FHC specialists/providers starting Jan 2017
- Employees received $125 towards HSA Account for participating
- 97 employees have participated to date

- Results from screenings (PCP data not included):
  - Participated at Dermatology Location: 86
  - Had Prior Cancer  Diagnosis: 4
  - Had Biopsy: 6
  - Had Cancer Diagnosis After Screening: 0
  - Have Follow Up: 19

# 2017 - Individual Deductible & Out of Pocket Accumulation

| 2017 Plan Year Progress (January - June) | Deductible | Out-of-Pocket |
|---|---|---|
| Employees that met Deductible / Out of Pocket Max | 31 | 9 |
| Utilizing Subscribers | 206 | |

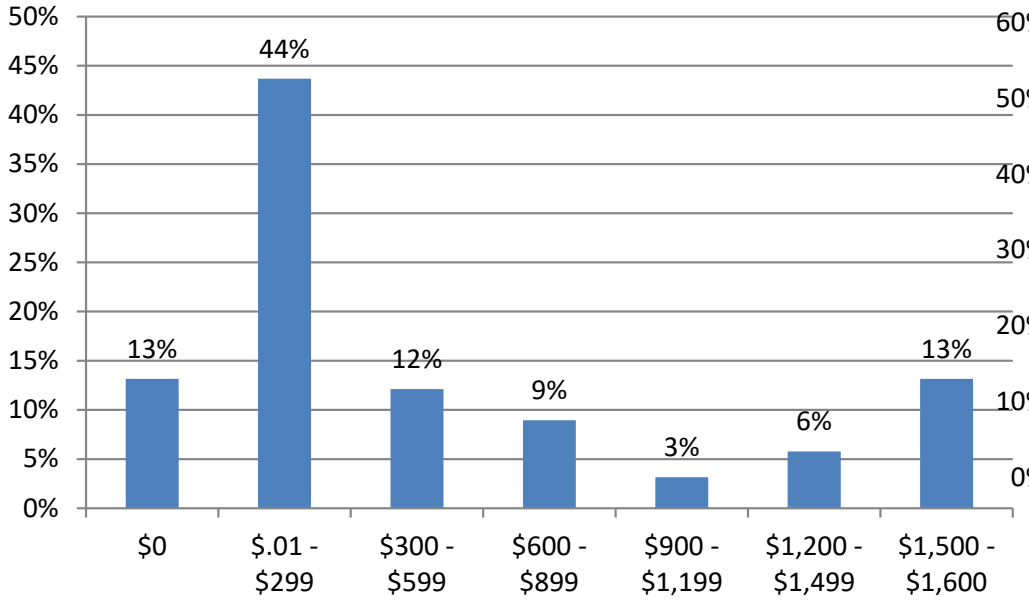
| Coverage Details | Deductible | Out-of-Pocket |
|---|---|---|
| In-Network | $1,600 | $3,200 |

| 2016 Calendar Year | Deductible | Out-of-Pocket |
|---|---|---|
| Employees that met Deductible / Out of Pocket Max | 51 | 13 |
| Utilizing Subscribers | 232 | |

| Coverage Details | Deductible | Out-of-Pocket |
|---|---|---|
| In-Network | $1,600 | $3,200 |
| *Subscribers with HSA Funds Remaining (Estimated) | | 70% |

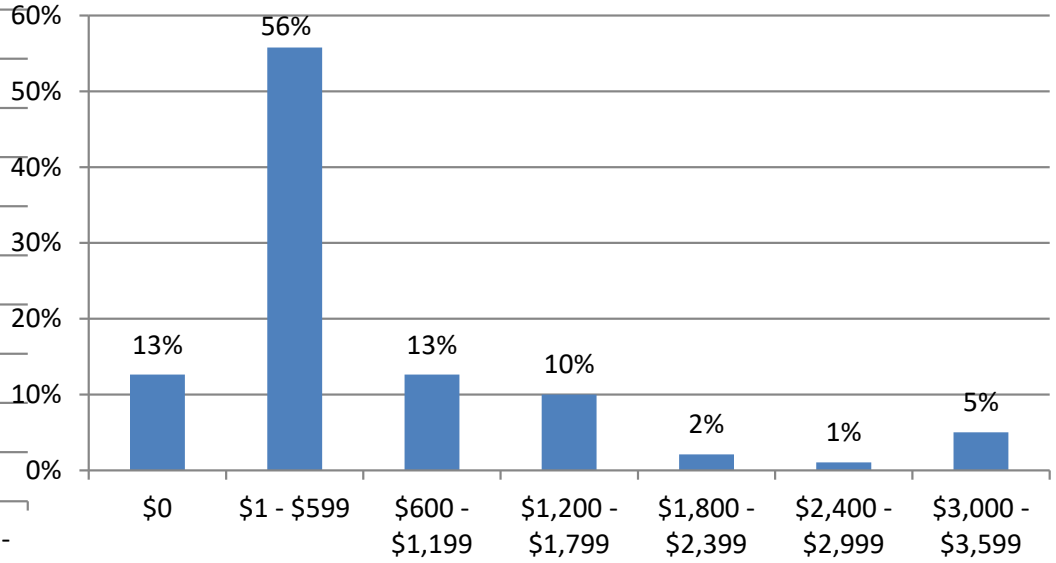
***Majority of employes had at least $750 roll over**

## Progress Towards Deductible




*$.01-$299 contained 27% of utilizers for 2016, and $1,500-$1,600 contained 24% of utilizers.

## Progress Towards Out-of-Pocket Maximum




*$.1-$599 contained 45% of utilizers for 2016, and $600-$1,199 contained 21% of utilizers.

# 2017 - Family Deductible & Out of Pocket Accumulation

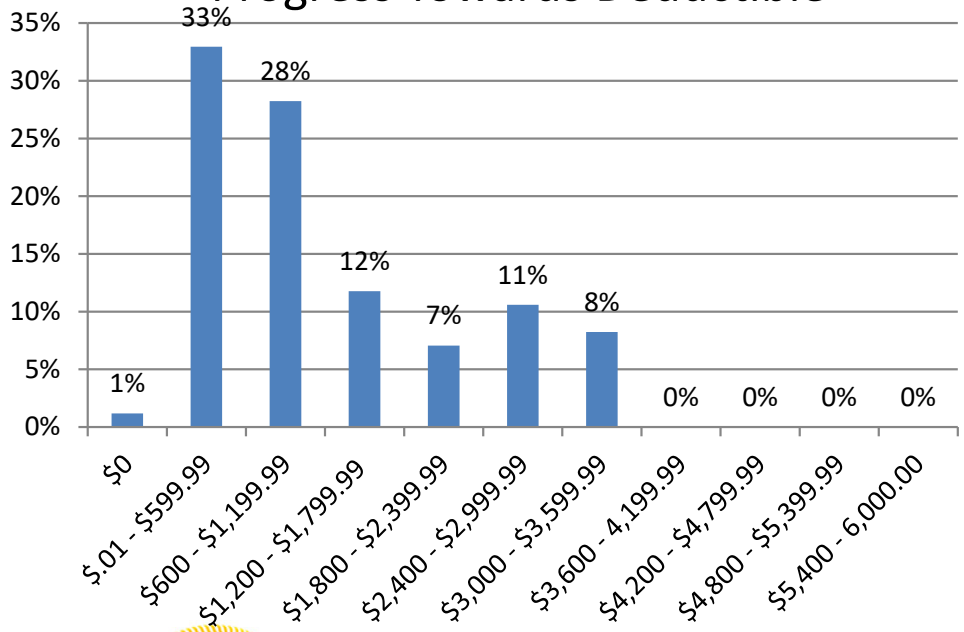
| 2017 Plan Year Progress Towards Deductible (January - June) | Deductible | Out-of-Pocket |
|---|---|---|
| Employee that met Deductible / Out of Pocket Max | 7 | 0 |
| Utilizing Subscribers w/ Dependent Coverage | 93 | |

| Coverage Details | Deductible | Out-of-Pocket |
|---|---|---|
| In-Network | $3,200 | $6,400 |

| 2016 Calendar Year | Deductible | Out-of-Pocket |
|---|---|---|
| Employee that met Deductible / Out of Pocket Max | 26 | 4 |
| Utilizing Subscribers w/ Dependent Coverage | 81 | |

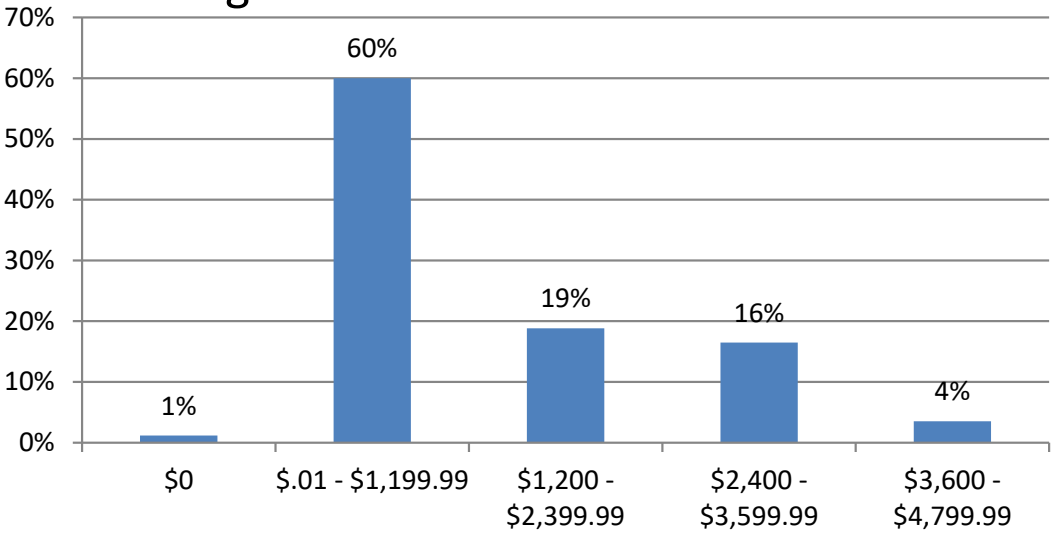
| Coverage Details | Deductible | Out-of-Pocket |
|---|---|---|
| In-Network | $3,200 | $6,400 |
| Subscribers with HSA Funds Remaining (Estimated) | | 30% |

## Progress Towards Deductible




*$.01-$319.99 contained 12% of utilizers for 2016, and $2,880-$3,200 contained 40% of utilizers.

## Progress Towards Out of Pocket Maximum




*$.01-$999 contained 25% of utilizers for 2016, and $4,000-$4,999 contained 14% of utilizers.

# RFP Results

# Medical Plan Results

| | Current FHC HDHP | Alternate FHC HDHP |
|---|---|---|
| Premium Rates | 2% decrease | .04% increase |
| Deductible | $1600/$3200 ($2700 pp) | $1350/$2700 |
| Out of Pocket Max | $3200/6400 ($3200 pp) | $3000/$6000 |
| Savings/Cost Increase | $56,000 savings | $10,694 increase |
| HSA Funding | | |
| Fund Full Deductible (current approach) | $1600 x 335 = $536,000 | $1350 x 335 = $452,250 |
| Total Plan Cost to City | $722,632 | $644,021 |
| Union recommendation | | Fund $1600<br>Total plan cost: $727,771 |

*Plan Changes:*
*Current Plan: embedded deductible increases from $2600 to $2700*
*All FHC Plans: Specialty Rx from $125 copay to 15% and 25%*

# Additional Considerations

- Allocate dollars for wellness incentives
- Matching funds

# Ancillary Plan Results

- Dental
  - 5% increase from Standard with 6% renewal rate cap next plan year
- Life
  - No increase with 2 year rate hold
- Long Term Disability
  - No increase with a 2 year rate hold

# Next Steps

| | |
|---|---|
| Aug-Sept | • Formal RFP Process |
| October 3 | • Commission Workshop |
| October 17 | • Commission Meeting/Approval |
| November | • Open Enrollment |
| Jan 1, 2018 | • Effective Date |

# Medical Plan Comparison

| Rate Summary | | | | | |
|---|---|---|---|---|---|
| **Line of Coverage:** | **Medical - Fully Insured** | | | | |
| **Carrier** | **Status** | **Rate Guarantee** | **Annual Premium** | **$ vs. Current** | **% vs. Current** |
| FHC | Current | | $2,801,646 | | |
| FHC | Renewal | 1 year | $2,801,646 | $0 | 0.0% |
| FHC | Revised | 1 year | $2,745,609 | ($56,037) | -2.0% |
| FHC | Alternate 3 | 1 year | $2,812,340 | $10,694 | 0.4% |
| FHCA | Option 1 | 1 year | $2,709,189 | ($92,457) | -3.3% |
| FHCA | Option 2 | 1 year | $2,632,593 | ($169,053) | -6.0% |
| UHC | Option 1 | 1 year | $3,077,699 | $276,053 | 9.9% |
| | | | | | |
| **Line of Coverage:** | **Medical - Self Funded** | | | | |
| | | Expected | Maximum | (Based on Maximum) | |
| UHC | $100k | $3,034,837 | $3,544,026 | $742,380 | 26.5% |
| | $125k | $2,921,476 | $3,435,808 | $634,162 | 22.6% |
| | $150k | $2,843,540 | $3,363,016 | $561,370 | 20.0% |
| FGHS (Benecon) | $70k | $2,905,964 | $3,099,146 | $297,500 | 10.6% |
| | | | | | |
| | | | | | |

# Current vs. Renewal

| | Current | | | | Revised Renewal | | | |
|---|---|---|---|---|---|---|---|---|
| Vendor | Florida Healthcare | | Florida Healthcare | | Florida Healthcare | | Florida Healthcare | |
| Plan Name | HSA T14/TF4 | | Balance T29 | | HSA T14/TF4 | | Balance T29 | |
| Plan Type | HSA | | POS | | HSA | | POS | |
| Plan Details | ***Network*** | | ***Network*** | | ***Network*** | | ***Network*** | |
| | ***Single*** | ***Family*** | ***Single*** | ***Family*** | ***Single*** | ***Family*** | ***Single*** | ***Family*** |
| Plan Deductible | $1,600 | $3,200 ($2,600 per person) | $0 | $0 | $1,600 | $3,200 ($2,700 per person) | $0 | $0 |
| Embedded Deductible: | Yes | | N/A | | Yes | | N/A | |
| Calendar or Policy Year: | Calendar | | Calendar | | Calendar | | Calendar | |
| Coinsurance: | 20% | | 15% | | 20% | | 15% | |
| Maximum Out-of-Pocket: | $3,200 | $6,400 ($3,200 per person) | $2,500 | $5,000 | $3,200 | $6,400 ($3,200 per person) | $2,500 | $5,000 |
| (Includes Deductible, Copay, Rx) | Yes, Yes, Yes | | N/A, Yes, Yes | | Yes, Yes, Yes | | N/A, Yes, Yes | |
| Physician Services | | | | | | | | |
| Office Visit: | Deductible + Coinsurance | | $20 | | Deductible + Coinsurance | | $20 | |
| Specialist: | Deductible + Coinsurance | | $35 | | Deductible + Coinsurance | | $35 | |
| Chiropractic: | Deductible + Coinsurance | | $15 | | Deductible + Coinsurance | | $15 | |
| Hospital / Emergency Services | | | | | | | | |
| Inpatient Hospital Per Admission: | Deductible + Coinsurance | | $200 | | Deductible + Coinsurance | | $200 | |
| Emergency Room: | Deductible + Coinsurance | | $100 | | Deductible + Coinsurance | | $100 | |
| Urgent Care: | Deductible + Coinsurance | | $60 | | Deductible + Coinsurance | | $60 | |
| Outpatient Surgical Facility: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | | $0 | |
| Ambulatory Surgery Center: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | | $0 | |
| Diagnostic Services | | | | | | | | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | | $0 | |
| Advanced Imaging Services (MRI, MRA, PET, CT): | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | | $0 | |
| Prescription Drug | | | | | | | | |
| Deductible: | Calendar Year Deductible | | N/A | | Calendar Year Deductible | | N/A | |
| Prescription Tier | $3 / $10 /$30 / $55 / $125 Walgreen's ($15 / $35 / $60 / N/A) | | $3 / $10 /$30 / $55 / $125 Walgreen's ($15 / $35 / $60 / N/A) | | $3 / $10 /$30 / $55 / 15% Coins (Pref Specialty) / 25% Coins (Non-pref Specialty) Walgreen's ($15 / $35 / $60 / N/A) | | $3 / $10 /$30 / $55 / 15% Coins (Pref Specialty) / 25% Coins (Non-pref Specialty) Walgreen's ($15 / $35 / $60 / N/A) | |
| Mail Order Prescription (90 Day Supply): | $6 / $27 / $87 / $162 / N/A | | $6 / $27 / $87 / $162 / N/A | | $6 / $27 / $87 / $162 / N/A | | $6 / $27 / $87 / $162 / N/A | |
| Non-Network Plan Details | ***Non-Network*** | | ***Non-Network*** | | ***Non-Network*** | | ***Non-Network*** | |
| Plan Deductible | $3,000 | $6,000 ($3,000 per person) | $500 | $1,500 | $3,000 | $6,000 ($3,000 per person) | $500 | $1,500 |
| Coinsurance: | 40% | | 30% | | 40% | | 30% | |
| Maximum Out-of-Pocket: | $6,000 | $12,000 ($6,000 per person) | $5,000 | $10,000 | $6,000 | $12,000 ($6,000 per person) | $5,000 | $10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient): | N/A | | N/A | | N/A | | N/A | |

| Plan Rates \| Current Enrollment | | Current | | Current | Revised Renewal | |
|---|---|---|---|---|---|---|
| Employee: | 250 | $568.48 | 2 | $936.21 | $557.11 | $917.49 |
| Employee + Spouse: | 32 | $977.78 | 0 | $1,610.29 | $958.22 | $1,578.08 |
| Employee + Child(ren): | 13 | $977.78 | 0 | $1,610.29 | $958.22 | $1,578.08 |
| Family: | 40 | $1,136.95 | 0 | $1,872.43 | $1,114.21 | $1,834.98 |
| Estimated Monthly Premiums: | 335 | $231,598 | 2 | $1,872 | $226,966 | $1,835 |
| Estimated Annual Premiums: | | **$2,779,177** | | **$22,469** | **$2,723,590** | **$22,020** |
| Rate Change from Current (%): | | | | | -2.0% | -2.0% |

| | Current | Revised Renewal |
|---|---|---|
| Estimated Grand Total Annual Premiums: | **$2,801,646** | **$2,745,609** |
| PEPY | $8,313 | $8,147 |
| Rate Change from Current (%): | | -2.0% |
| Rate Change from Current ($): | | -$56,037 |
| City Cost to fund employee on premium and full deductible | | $2,821,289 |

# Current vs. Alternate

| | Current | | | | Alternate | |
|---|---|---|---|---|---|---|
| Vendor | Florida Healthcare | | Florida Healthcare | | Florida Healthcare | |
| Plan Name | HSA T14/TF4 | | Balance T29 | | HSA HDHP T95 | |
| Plan Type | HSA | | POS | | POS HSA | |
| Plan Details | ***Network*** | | ***Network*** | | ***Network*** | |
| | ***Single*** | ***Family*** | ***Single*** | ***Family*** | ***Single*** | ***Family*** |
| Plan Deductible | $1,600 | $3,200 ($2,600 per person) | $0 | $0 | $1,350 | $2,700 |
| Embedded Deductible: | Yes | | N/A | | No | |
| Calendar or Policy Year: | Calendar | | Calendar | | Calendar | |
| Coinsurance: | 20% | | 15% | | 20% | |
| Maximum Out-of-Pocket: | $3,200 | $6,400 ($3,200 per person) | $2,500 | $5,000 | $3,000 | $6,000 |
| (Includes Deductible, Copay, Rx) | Yes, Yes, Yes | | N/A, Yes, Yes | | Yes, Yes, Yes | |
| Physician Services | | | | | | |
| Office Visit: | Deductible + Coinsurance | | $20 | | Deductible + Coinsurance | |
| Specialist: | Deductible + Coinsurance | | $35 | | Deductible + Coinsurance | |
| Chiropractic: | Deductible + Coinsurance | | $15 | | Deductible + Coinsurance | |
| Hospital / Emergency Services | | | | | | |
| Inpatient Hospital Per Admission: | Deductible + Coinsurance | | $200 | | Deductible + Coinsurance | |
| Emergency Room: | Deductible + Coinsurance | | $100 | | Deductible + Coinsurance | |
| Urgent Care: | Deductible + Coinsurance | | $60 | | Deductible + Coinsurance | |
| Outpatient Surgical Facility: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | |
| Ambulatory Surgery Center: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | |
| Diagnostic Services | | | | | | |
| Lab, X-Ray & Diagnostics Outpatient: | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | |
| Advanced Imaging Services (MRI, MRA, PET, CT): | Deductible + Coinsurance | | $0 | | Deductible + Coinsurance | |
| Prescription Drug | | | | | | |
| Deductible: | Calendar Year Deductible | | N/A | | Calendar Year Deductible | |
| Prescription Tier | $3 / $10 /$30 / $55 / $125 Walgreen's ($15 / $35 / $60 / N/A) | | $3 / $10 /$30 / $55 / $125 Walgreen's ($15 / $35 / $60 / N/A) | | $3 / $10 /$30 / $55 / 15% Coins (Pref Specialty) / 25% Coins (Non-pref Specialty) Walgreen's ($15 / $35 / $60 / N/A) | |
| Mail Order Prescription (90 Day Supply): | $6 / $27 / $87 / $162 / N/A | | $6 / $27 / $87 / $162 / N/A | | $6 / $27 / $87 / $162 / N/A | |
| Non-Network Plan Details | ***Non-Network*** | | ***Non-Network*** | | ***Non-Network*** | |
| Plan Deductible | $3,000 | $6,000 ($3,000 per person) | $500 | $1,500 | $2,600 | $5,200 |
| Coinsurance: | 40% | | 30% | | 40% | |
| Maximum Out-of-Pocket: | $6,000 | $12,000 ($6,000 per person) | $5,000 | $10,000 | $6,000 | $12,000 |
| Per Occurrence Deductible (Inpatient/Outpatient): | N/A | | N/A | | N/A | |

| Plan Rates \| Current Enrollment | | Current | | Current | Alternate |
|---|---|---|---|---|---|
| Employee: | 250 | $568.48 | 2 | $936.21 | $572.45 |
| Employee + Spouse: | 32 | $977.78 | 0 | $1,610.29 | $984.62 |
| Employee + Child(ren): | 13 | $977.78 | 0 | $1,610.29 | $984.62 |
| Family: | 40 | $1,136.95 | 0 | $1,872.43 | $1,144.91 |
| Estimated Monthly Premiums: | 335 | $231,598 | 2 | $1,872 | $234,362 |
| Estimated Annual Premiums: | | **$2,779,177** | | **$22,469** | **$2,812,340** |
| Rate Change from Current (%): | | | | | 0.4% |

| | Current | Alternate |
|---|---|---|
| Estimated Grand Total Annual Premiums: | **$2,801,646** | **$2,812,340** |
| PEPY | $8,313 | $8,345 |
| Rate Change from Current (%): | | 0.4% |
| Rate Change from Current ($): | | $10,694 |
| City Cost to fund employee on premium and full deductible | | $2,770,262 |

# Ancillary Comparison

| Rate Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Line of Coverage:** | **Dental** | | | | | | |
| **Carrier** | **Status** | **Rate Guarantee** | **Annual Premium** | **$ vs. Current** | **% vs. Current** | | **% of provider disruption** |
| Standard | Current | | $277,554 | | | | 56% |
| Standard | Renewal | 1 year | $315,033 | $37,479 | 13.5% | | 56% |
| Standard | Revised | 1 year | $291,432 | $13,878 | 5.0% | | 56% |
| UHC | | 1 year | $310,298 | $32,744 | 11.8% | | |
| Metlife | | 1 year | $277,554 | $0 | 0.0% | | 49% |
| Humana | | 1 year | $298,177 | $20,623 | 7.4% | | 44% |
| Guardian | | 1 year | $325,178 | $47,624 | 17.2% | | 63% |
| Florida Combined | | 1 year | $316,418 | $38,864 | 14.0% | | 56% |
| Delta Dental | | 1 year | $296,121 | $18,567 | 6.7% | | 57% |
| Aetna | | 1 year | $293,309 | $15,755 | 5.7% | | 59% |
| | | | | | | | |
| **Line of Coverage:** | **Life** | | | | | | |
| **Carrier** | **Status** | **Rate Guarantee** | **Annual Premium** | **$ vs. Current** | **% vs. Current** | | |
| Standard | Current | | $83,315 | | | | |
| Standard | Renewal | 2 years | $83,315 | $0 | 0.0% | | |
| Hartford | | 3 years | $62,597 | ($20,718) | -24.9% | | |
| Symetra | | 3 years | $83,315 | $0 | 0.0% | | |
| Florida Combined | | 2 years | $89,241 | $5,926 | 7.1% | | |
| Aetna | | 3 years | $247,116 | $163,801 | 196.6% | | |
| | | | | | | | |
| **Line of Coverage:** | **LTD** | | | | | | |
| **Carrier** | **Status** | **Rate Guarantee** | **Annual Premium** | **$ vs. Current** | **% vs. Current** | | |
| Standard | Current | | $36,965 | | | | |
| Standard | Renewal | 2 years | $36,965 | $0 | 0.0% | | |
| Hartford | | 2 years | $40,325 | $3,360 | 9.1% | | |
| Symetra | | 3 years | $34,444 | ($2,521) | -6.8% | | |
| FCL | | 2 years | $36,965 | $0 | 0.0% | | |
| Aetna | | 2 years | $35,285 | ($1,680) | -4.5% | | |

# 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.

# 2025 Enrollment Instructions

## Benefits Period: January 1 - December 31, 2025



**ENROLL NOW ONLINE!**

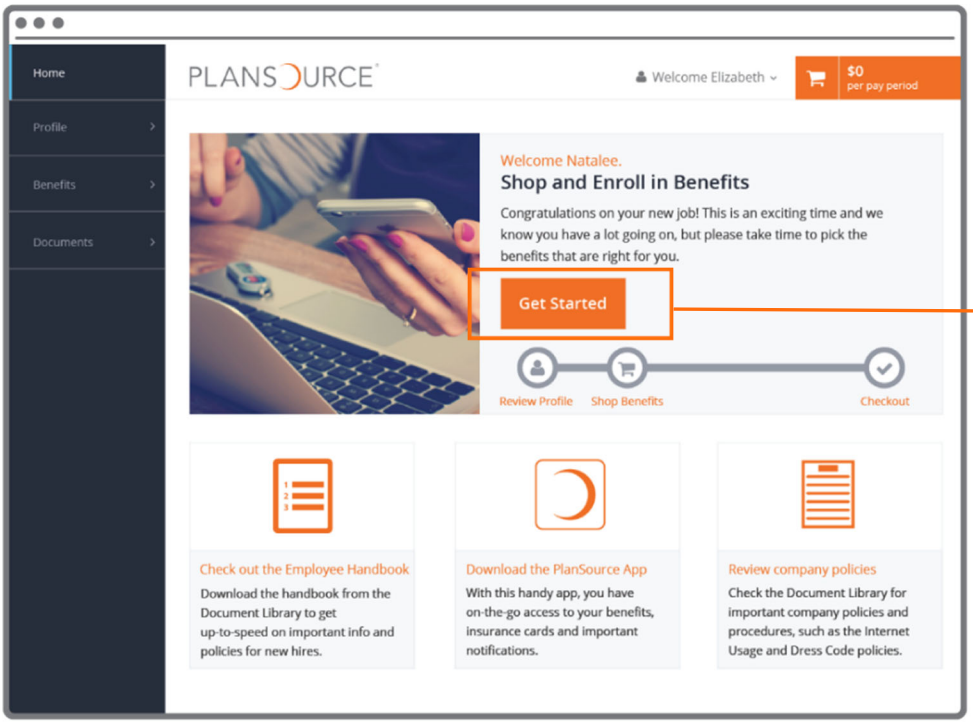
Human Resources is happy to help you with your enrollment, or use the directions below to enroll yourself.

**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

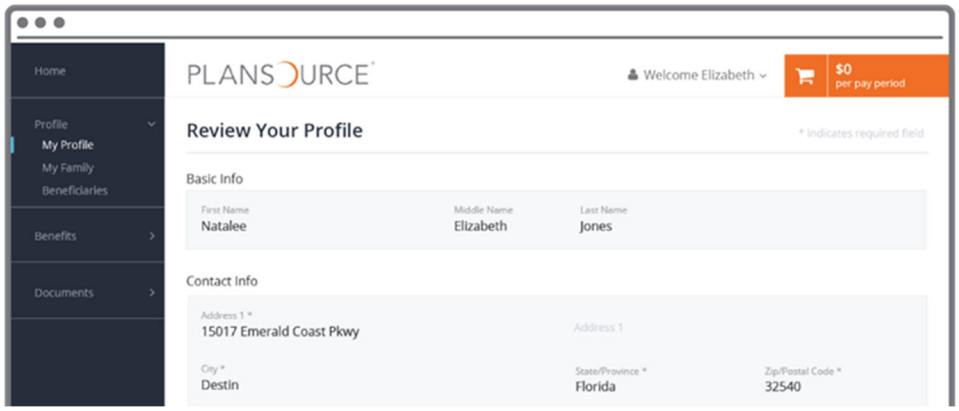
**Password**: Minimum 12 characters. At least one number and one special character. Example - Password123!




**Homepage**

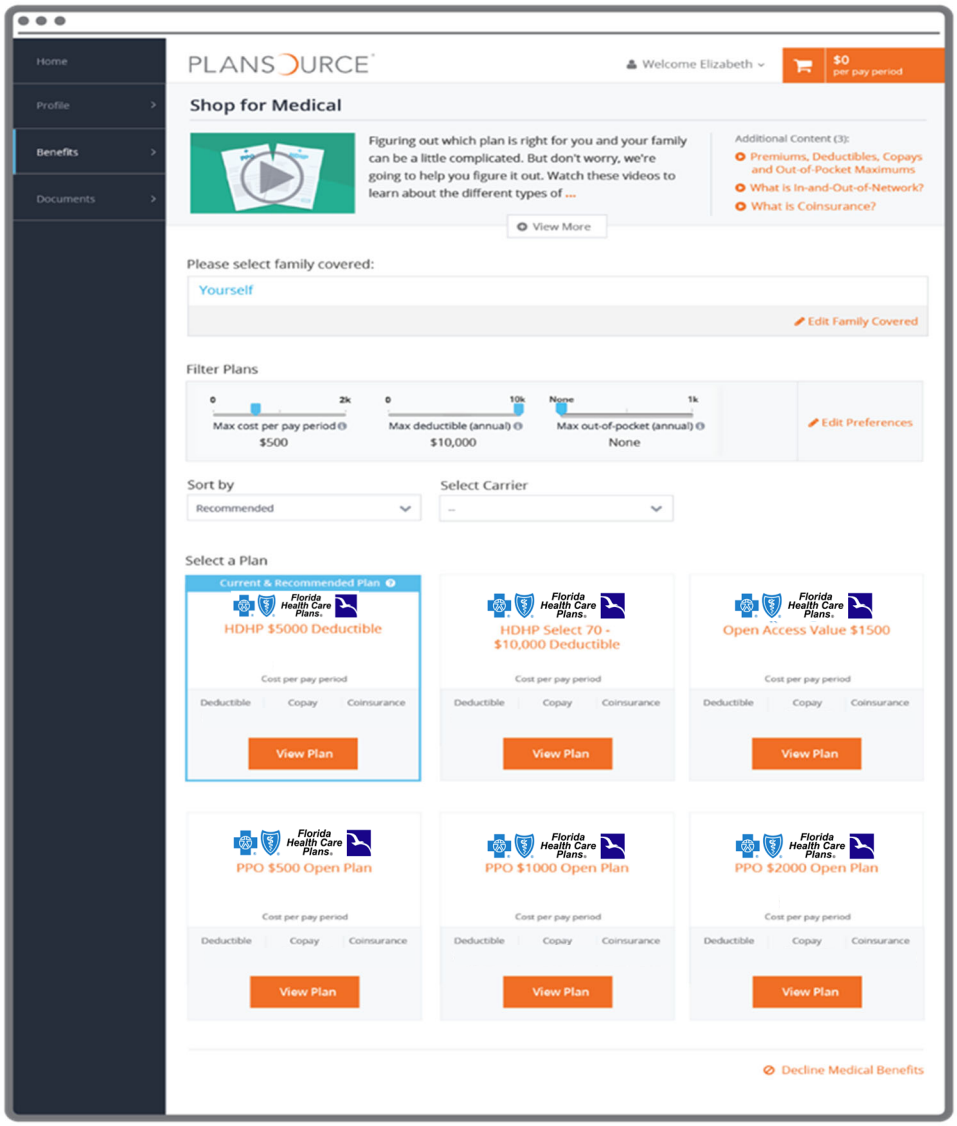
On the Homepage, click "Get Started" to begin.

## Enroll in Benefits




**Profile**

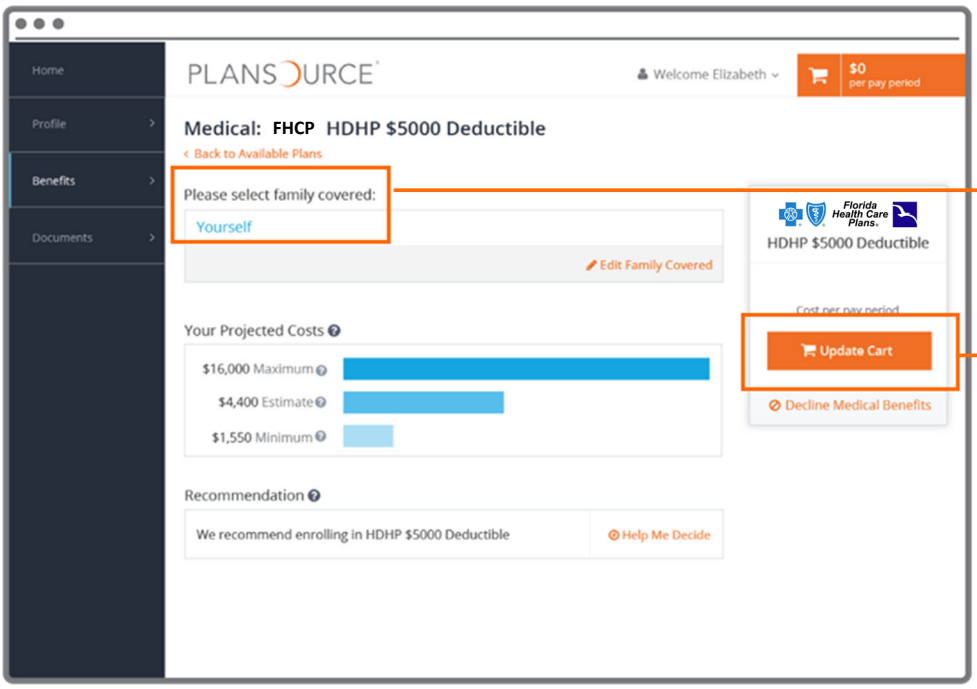
First, you'll be asked to review and update your profile and ensure that all information listed about yourself and your family members is correct.




**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.



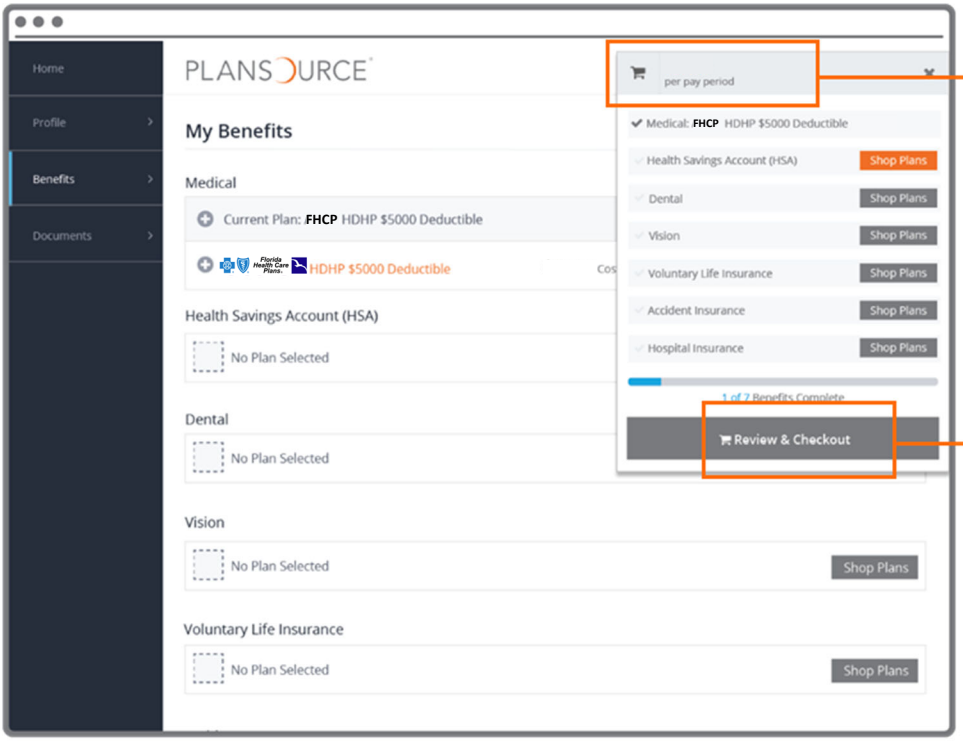

**Plan Details**

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.

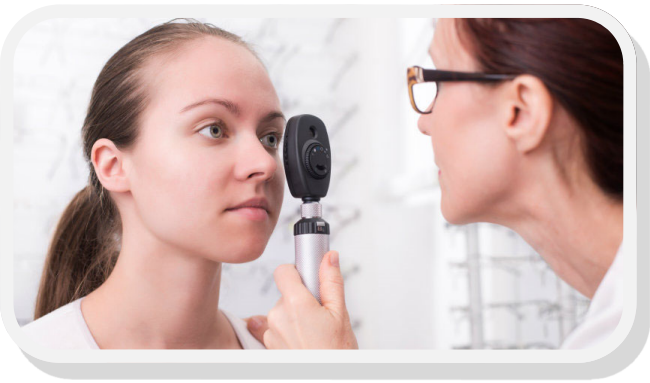


# Vision Benefits

| Vision Benefits At A Glance | |
|---|---|
| **Eye Exam**: $10 Copay **Materials**: $25 Copay | Every 12 months |
| Prescription Lenses<br>One pair of new prescription lenses, if required by a change in prescription, covered in full. | Every 12 months |
| Frames<br>Frame of your choice covered up to $105 Allowance | Every 24 months |
| Contact Lens Care<br>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.

# HSA Frequently Asked Questions

**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

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# Retirement Plans

## 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

# Work/Life Balance Benefits

## 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<br>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.<br>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

| | FHC WFW | | Florida Hospital Memorial Medical Center | | The Doctors Center | | Care Here | | In House Physicians | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Facility Currently in place** | **Yes** | | **Yes** | | **No** | | **No** | | **No** | |
| **Primary Care (Main Location)** | 461 South Nova Rd., Ormond Beach | | 125 Hand Ave, Suite F, Ormond Beach | | | | | | | |
| **Out-Patient Imaging** | 6 Locations | | 3 Locations | | | | | | | |
| **Blood Drawing / Collection Locations** | 461 S. Nova Rd., Ormond Beach<br>350 Clyde Morris Blvd., Daytona Beach<br>740 Dunlawton Ave., Port Orange<br>139 N. Ridgewood Ave., Edgewater<br>309 Palm Coast Pkwy., Palm Coast<br>2777 Enterprise Rd., Orange City<br>937 N. Spring Garden Ave., DeLand | | Florida Hospital Memorial Medical Center (Daytona Beach)<br>Florida Hospital Ocean Side (Ormond Beach)<br>Florida Hospital Memorial Medical Center at the Pavilion at (Port Orange)<br>Florida Hospital Imaging (Ormond Beach)<br>Daytona Beach Shores Laboratory Services (Daytona Beach Shores)<br>Florida Hospital Laboratory Services (Ormond Beach) | | **The Doctors Center will work with the city to secure a building space for them which is in a central location for a majority of employees.** | | **Care Here can assist the city in finding a location but the lease will be additional cost.** | | **In House Physicians cost for building space is not included in current RFP. The vendor would assist the city in finding a building that is in a central location of majority of employees. The vendor could also seek out current physician facilities that have extra space. They could then work out a partnership and rent or lease space from doctor to control cost.** |
| **Outpatient Rehabilitation Services** | No, provided by Ability at multiple locations | | 4 Locations | | | | | | | |
| **Urgent Care** | Yes | | 4 Locations | | | | | | | |
| **Facility Fees included in RFP** | **Yes** | | **Yes** | | ***Yes. This fee is $6,000 that is included in the $24,000 a month admin fee.** | | ***No. The estimated cost for office build out is $30,000.** | | ***No. The cost for Build out can range anywhere from $10 pepm to $30 pepm depending on facility decisions** | |
| **Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Primary Care | X | | X | | X | | X | | X | |
| Urgent Care | X | | X | | X | | X | | X | |
| Well Visits | X | | X | | X | | X | | X | |
| Preventative Care | X | | X | | X | | X | | X | |
| Disease Identification and Treatment | X | | X | | X | | X | | X | |
| Laboratory Services/ Laboratory Draws | X | | X | | X | | X | | X | |
| Case Management | X | | X | | X | | X | | X | |
| Utilization Management | X | | X | | X | | X | | X | |
| X-Ray Services | X | | X | | X | | X | | X | |
| Coordination of Care with Outpatient and Inpatient Providers | X | | X | | X | | X | | X | |
| Physical Therapy | X | | X | | X | | X | | X | |
| Health Risk Appraisals | X | | X | | X | | X | | X | |
| Wellness Coaching | X | | | X | X | | X | | X | |
| Disease Management | X | | | | X | | X | | X | |
| Data Management | | X | | | X | | X | | X | |
| 24 Hour Nurse line | X | | | X | X | | X | | X | |

| | FHC WFW | | Florida Hospital Memorial Medical Center | | The Doctors Center | | Care Here | | In House Physicians | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Occupational Health Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Ergonomic assessments | | X | | X | X | | X | | X | |
| Drug and Alcohol Testing | X | | X | | X | | X | | X | |
| Return to Work (RTW) Management | | X | | X | X | | X | | X | |
| Physical Therapy | | X | | X | X | | X | | X | |
| Safety and injury prevention | | X | | X | X | | X | | X | |
| Pre-placement and fitness for duty exams | X | | X | | X | | X | | X | |
| Disease education and management | X | | | | X | | X | | X | |
| Compliance Programs | | X | | X | X | | X | | X | |
| Half Tablet program | | X | | X | X | | X | | X | |
| Generic Maximization program | X | | | X | X | | X | | X | |
| Brown Bag program | X | | | X | | X | X | | X | |
| Antibiotic Management Program | | X | | X | | X | X | | X | |
| Mail Service Delivery of Prescriptions | X | | | X | X | | X | | X | |
| Coordination of care with PBM/DM/Health Plan | | X | | X | X | | X | | X | |
| Compounds (Describe level of compound service) | | X | | X | X | | X | | X | |
| OTC Program | | X | | X | X | | X | | X | |
| D.O.T. Testing | X | | X | | X | | X | | X | |
| **Lab Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Blood Bank | X | | X | | X | | X | | X | |
| Microbiology | X | | X | | X | | X | | X | |
| Hematology | X | | X | | X | | X | | X | |
| Histology | X | | X | | X | | X | | X | |
| Cytology | X | | X | | X | | X | | X | |
| Chemistry | X | | X | | X | | X | | X | |
| Special Chemistry | X | | X | | X | | X | | X | |
| Urinalysis | X | | X | | X | | X | | X | |
| Serology | X | | X | | X | | X | | X | |
| Drug Screening for Employment | X | | X | | X | | X | | X | |
| **Hours of Operation** | 7 am - 7 pm Monday to Friday at all Volusia locations<br><br>Saturday 8 am - 12 pm at 3 Locations | | Monday 8-5<br>Tuesday 8-4:30<br>Wednesday 8-5<br>Thursday 8-4:30<br>Friday 8:30-4:30 | | 40 hours a week | | 20 Provider Hours each week | | The city will Decide Scheduled Hours (about 16-20 hours). Nurse Practitioner Available 16 hours per week. | |
| **Pricing** | | | **Monthly Fee:** **$25,000**<br><br>**Estimated Annual Cost:** **$300,000** | | **Admin Fee:** **$24,000/mo.**<br>**Staff Cost:** **$27,776/mo.**<br>**Stress Test Treadmill Suite:** **$450/mo.**<br>**Supplies/Labs:** **$2500/mo. (estimate)**<br>**Total Estimated Monthly:** **$54,726**<br>**Estimated Annual Cost:** **$656,712**<br>**Estimated Annual HRA Cost:** **$13,440** | | **Program Fee:** **$92,736**<br>**Estimated Cost for Build out** **$30,000**<br>**Medical Staff:** **$197,600**<br>**Pharmacy:** **$43,680**<br>**Lab Services & Supplies:** **$37,440**<br>**Estimated Year One cost:** **$401,456** | | **Set up Fee:** **$45,000**<br>**Monthly Fee:** **$13,268.39**<br>**Estimated Annual Cost:** **$204,220.68** | |




# Q1 2016 Utilization Review & 2017 Plan Options

**Presented By:**

**Jessica Scott – Brown & Brown, Vice President**

**Brandon Savage – Brown & Brown, Director of Risk Management**

**Claire Whitley – City of Ormond, Human Resources Director**

Brown & Brown INSURANCE

# Agenda

- Q1 2016 Utilization Review
  - Monthly Utilization Summary By Plan
  - Medication Trends
  - Highest Cost & Utilized Medications
  - ER and Work Force Wellness Utilization
  - Large Claim Summary
- 2017 Plan Year RFP
- Renewal Timeline & Next Steps

# Plan Utilization Overview

# Combined Monthly Utilization Overview

| Plan Year | Month | All Plans - Premium & Paid Claims | |
|---|---|---|---|
| | | Paid Claims | Paid Premium |
| 2015 Plan Year | June | $173,095 | $236,952 |
| | July | $311,918 | $236,414 |
| | August | $305,578 | $235,188 |
| | September | $153,047 | $234,650 |
| | October | $211,270 | $290,968 |
| | November | $253,178 | $290,523 |
| | December | $273,621 | $291,027 |
| 2016 Plan Year | January | $145,263 | $218,590 |
| | February | $140,528 | $220,583 |
| | March | $133,348 | $220,543 |
| | April | $295,150 | $217,089 |
| | May | $103,590 | $214,625 |
| | | $2,499,587 | $2,907,151 |

| | |
|---|---|
| 2015 Plan Year Loss Ratio | 100% |
| Most Recent 12 Month Loss Ratio | 86% |
| 2016 (YTD) Loss Ratio | 75% |

# Pharmacy Summary (YTD vs. 2015)

| | 2016 (YTD) | 2015 (YTD) |
|---|---|---|
| Month | Pharmacy Paid Claims | Pharmacy Paid Claims |
| January | $2,955 | $36,978 |
| February | $6,848 | $29,982 |
| March | $7,548 | $43,544 |
| April | $16,479 | $53,675 |
| May | $16,035 | $51,021 |
| Total | $49,865 | $215,200 |

Through 5 Months, Pharmacy claims have decreased by 77% compared to the same period during the 2015 plan year. Part of this may be attributed to membership having not yet met the plan deductible for the H.S.A. plan, as well as consumerism.

# High Cost Medications

| Utilization Period | April 1, 2015 - March 31, 2016 (YTD) | | | | |
|---|---|---|---|---|---|
| Ranking by Spend | Drug Name | Paid Claims | Associated Condition | # of Scripts | Cost per Script |
| 1 | Viekira Pak | $33,128 | Hepatitis C | 2 | $16,564 |
| 2 | Nimodipine | $13,298 | Antihypertensive | 8 | $1,662 |
| 3 | Zortress | $20,490 | Cancer | 13 | $1,576 |
| 4 | Reyataz | $11,450 | HIV | 13 | $881 |
| 5 | Spiriva | $10,646 | Bronchodilator | 25 | $426 |
| 6 | Tradjenta | $10,480 | Diabetes | 34 | $308 |
| 7 | Levemir | $15,987 | Diabetes | 54 | $296 |
| 8 | Humalog | $11,739 | Diabetes | 41 | $286 |
| 9 | Novolin | $12,014 | Diabetes | 44 | $273 |
| 10 | Crestor | $9,835 | Cholesterol | 58 | $170 |
| | | $149,067 | | 292 | $511 |

# Most Prescribed Medications

| Utilization Period | April 1, 2015 - March 31, 2016 (YTD) |
|---|---|

| Ranking by Volume | Drug Name | Total Paid Claims | Therapeutic Class | Drug Tier | # of Scripts | Cost per Script | On Discount Medication List |
|---|---|---|---|---|---|---|---|
| 1 | Levothyroxine | $4,250 | Thyroid | 1 | 357 | $12 | - |
| 2 | Lisinopril | $3,650 | Antihypertensives | 1 | 236 | $15 | Yes |
| 3 | Omeprazole | $5,487 | Ulcer Drugs | 2 | 206 | $27 | Yes |
| 4 | Atorvastatin | $4,673 | Antihyperlipidemics | 2 | 196 | $24 | Yes |
| 5 | Alprazolam | $1,313 | Antianxiety Agents | 2 | 160 | $8 | - |
| 6 | Hydrocodone | $1,099 | Analgestic-narcotics | 2 | 160 | $8 | - |
| 7 | Hydrochlorothiazide | $1,479 | Diuretics | 1 | 159 | $7 | Yes |
| 8 | Amloipine | $1,700 | Calcium Blockers | 2 | 157 | $9 | - |
| 9 | Simvastatin | $2,737 | Antihypertensives | 2 | 139 | $12 | Yes |
| 10 | Pantoprazole | $2,151 | Ulcer Drugs | 2 | 108 | $25 | Yes |
| 11 | Losartan | $1,253 | Antihypertensives | 2 | 105 | $20 | Yes |
| 12 | Gabapentin | $1,436 | Anticonvulsants | 2 | 97 | $13 | - |
| 13 | Sertraline | $1,161 | Antidepressants | 2 | 97 | $12 | Yes |
| 14 | Escitalopram | $1,612 | Antidepressants | 2 | 94 | $17 | Yes |
| 15 | Tramadol | $914 | Analgesics-narcotics | 2 | 94 | $10 | - |
| 16 | Metoprolol | $1,200 | Beta Blockers | 1 | 92 | $13 | Yes |
| 17 | Amoxicillin | $586 | Penicillins | 2 | 84 | $7 | - |
| 18 | Bupropion | $1,551 | Antidepressants | 2 | 82 | $19 | - |
| 19 | Fluticasone | $1,095 | Decongestant | 2 | 81 | $14 | Yes |
| 20 | Duloxetine | $2,434 | Antidepressants | 2 | 80 | $30 | - |
| Totals | | $75,747 | | | 2,884 | | |

The Discount Medication List includes medications available at $4 & $12 copays.

# Historical Large Claims

(Paid Claims Exceeding $50,000)

| January 1, 2016 - May 31, 2016 | |
|---|---|
| Total Paid | $338,214 |
| # of Claimants | 2 |

| Most Recent 12 Months - June 1, 2015 - May 31, 2016 | |
|---|---|
| Total Paid | $1,065,189 |
| # of Claimants | 9 |

| Prior 12 Months - June 1, 2014 - May 31, 2015 | |
|---|---|
| Total Paid | $1,649,111 |
| # of Claimants | 7 |

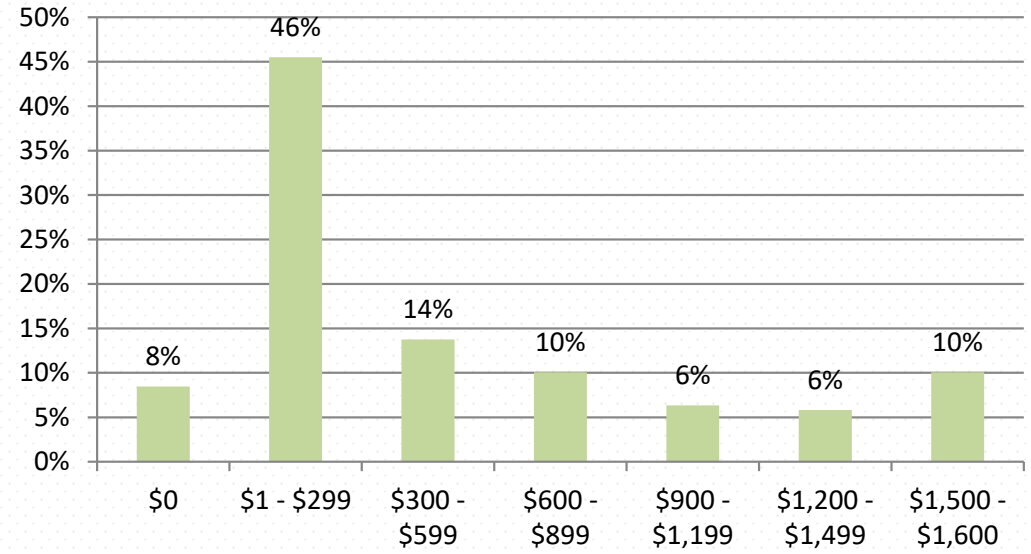
# Individual Deductible & Out of Pocket Accumulation

| Calendar Year to Date Progress Towards Deductible | H.S.A. |
|---|---|
| # that have met due to Medical Costs | 1 |
| # that have met due to Pharmacy Costs | 2 |
| # that have met due to Combined Costs | 16 |
| Total | 19 |

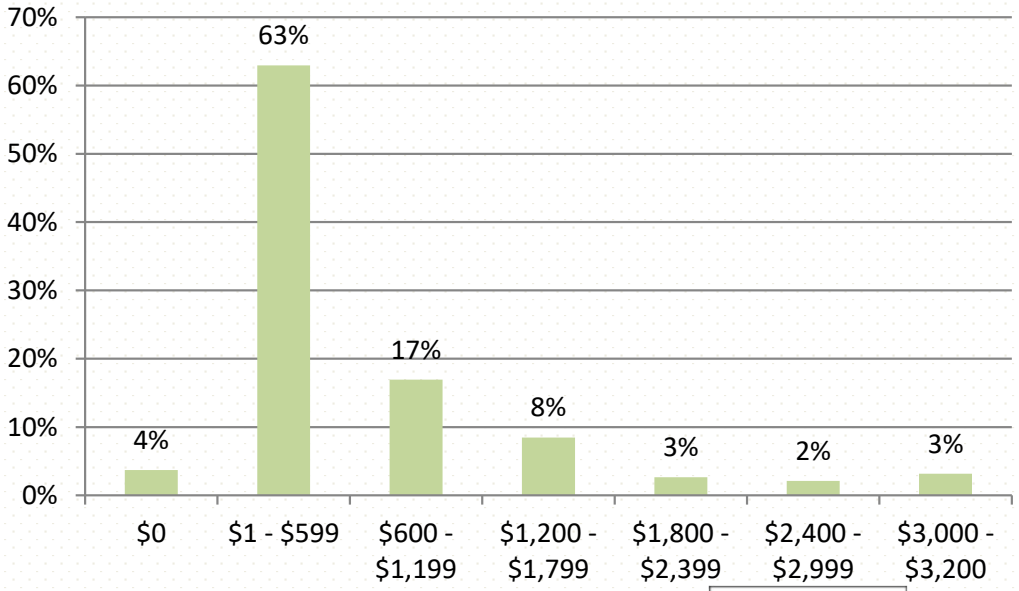
| Coverage Details | H.S.A. Deductible | Out-of-Pocket |
|---|---|---|
| In-Network | $1,600 | $3,200 |
| Utilizing Subscribers | | 189 |

| Calendar Year to Date Progress Towards Out-of-Pocket Maximum | H.S.A. |
|---|---|
| # that have met due to Medical Costs | 0 |
| # that have met due to Pharmacy Costs | 0 |
| # that have met due to Combined Costs | 4 |
| Total | 4 |

## Progress Towards Deductible




## Progress Towards Out-of-Pocket Maximum




Member Deductible & Out-of-pocket information is estimated as of 5/31/2016

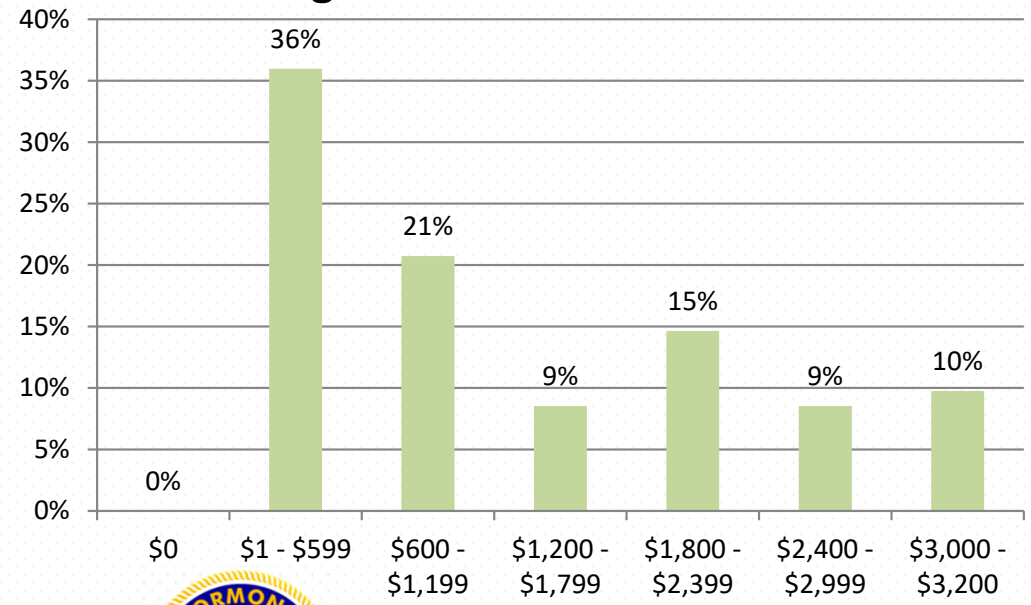
# Family Deductible & Out of Pocket Accumulation

| Calendar Year to Date Progress Towards Deductible | H.S.A. |
|---|---|
| # that have met due to Medical Costs | 0 |
| # that have met due to Pharmacy Costs | 0 |
| # that have met due to Combined Costs | 7 |
| Total | 7 |

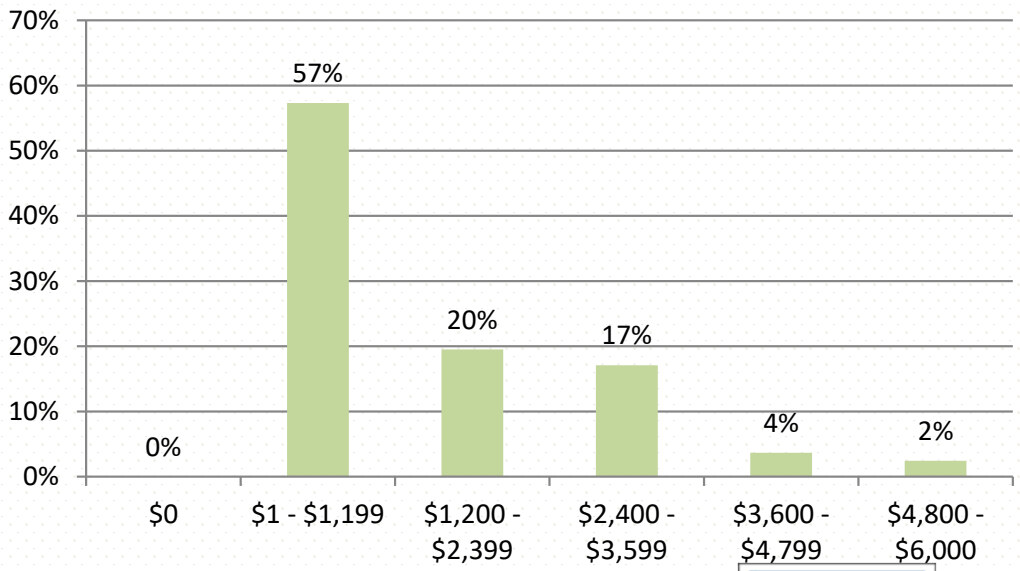
| Coverage Details | H.S.A. | |
|---|---|---|
| | Deductible | Out-of-Pocket |
| In-Network | $3,200 | $6,400 |
| Utilizing Subscribers w/ Dependent Coverage | | 82 |

| Calendar Year Progress Towards Out-of-Pocket Maximum | H.S.A. |
|---|---|
| # that have met due to Medical Costs | 0 |
| # that have met due to Pharmacy Costs | 0 |
| # that have met due to Combined Costs | 0 |

## Progress Towards Deductible




## Progress Towards Out of Pocket Maximum




Member Deductible & Out-of-pocket information is estimated as of 5/31/2016

# Workforce Wellness
# Office Visit & ER Summary

| 2016 YTD - Office Visits | | | | | | |
|---|---|---|---|---|---|---|
| Month | Enrolled | Weekday Visits | Weekday Extended Hours | Weekend Visits | Total Visits | ER Visits |
| January | 501 | 32 | 8 | 0 | 40 | 4 |
| February | 505 | 43 | 6 | 2 | 51 | 5 |
| March | 501 | 40 | 14 | 1 | 55 | 4 |
| April | 491 | 33 | 5 | 2 | 40 | - |
| May | 485 | 38 | 8 | 1 | 47 | - |
| Total | | 186 | 41 | 6 | 233 | 13 |

| 2015 YTD - Office Visits | | | | | | |
|---|---|---|---|---|---|---|
| Month | Enrolled | Weekday Visits | Weekday Extended Hours | Weekend Visits | Total Visits | ER Visits |
| January | 584 | 61 | 10 | 3 | 74 | 14 |
| February | 579 | 41 | 10 | 1 | 52 | 8 |
| March | 576 | 51 | 7 | 2 | 60 | 17 |
| April | 575 | 64 | 13 | 5 | 82 | - |
| May | 581 | 47 | 10 | 2 | 59 | - |
| Total | | 264 | 50 | 13 | 327 | 39 |

# 2017 Plan Year
# Renewal & Marketing
# Plan Options & Timeline

# 2017 Plan Year & RFP Process

Preparing RFP to include the following options:

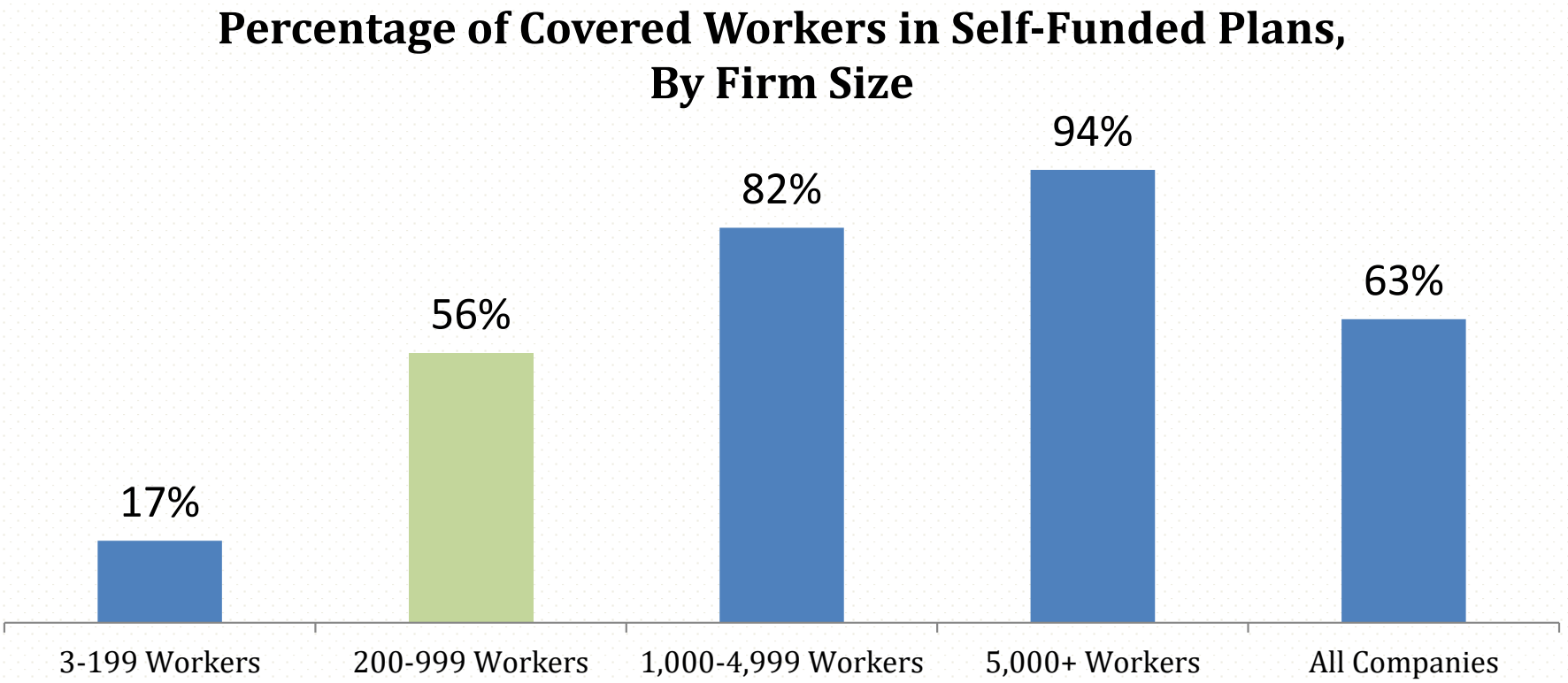
1. Renewal of Current Plans (POS & HSA)
2. Solicitation of an alternative HSA Plan to embed deductible
   - This option was not available last year
3. Solicitation of an HMO Buy-up option
   - To provide prescription and doctor copays
   - Not eligible for HSA dollars per the IRS
4. Review of Self-Funded & Level Funded Options

Clinic

- Bid process to hire a physician to monitor/manage employees' chronic conditions monthly and provide free medications
- Conditions to be treated will include: diabetes, high blood pressure, and high cholesterol
- Skin cancer screenings will also be conducted

# National Self-Funded Plan Statistics

- More than half of U.S. workers are covered by some type of self-funded medical plan
- Generally, the larger the company, the more likely it is to self-fund




Partially or completely self-funded plans, source: Kaiser/HRET Employer Health Benefits Annual Survey, 2015, www.kff.org.

# Local Governments Funding Status

| # | Local Government | Fully Insured | Self-Insured | On-Site or Near-Site Clinic |
|---|---|---|---|---|
| 1 | City of Ormond Beach | Yes | - | - |
| 2 | City of Holly Hill | Yes | - | - |
| 3 | City of Deland | Yes | - | Yes |
| 4 | City of Flagler Beach | Yes | - | - |
| 5 | City of Daytona Beach | Yes | - | - |
| 6 | City of Edgewater | Yes | - | - |
| 7 | City of New Smyrna Beach | Yes | - | - |
| 8 | Town of Ponce Inlet | Yes | - | - |
| 9 | Volusia County School District | Yes | - | - |
| 10 | City of Port Orange | Yes | - | Yes |
| 11 | City of Palm Coast | - | Yes | Yes |
| 12 | Flagler County | - | Yes | Yes |
| 13 | Flagler County School District | - | Yes | Yes |
| 14 | Volusia County | - | Yes | - |
| 15 | City of Daytona Beach Shores | - | Yes | - |
| Totals | | 10 | 5 | 5 |

# Benefits of Self Funding

- Potential for retaining savings when claims are low
- Assess tolerance for risk based on affordability
- Not subject to state health insurance premium taxes (2-3% savings)

# Next Steps & Timeline

# 2017 Renewal & RFP Process Timeline

**August 1**

- RFP is advertised and open for 30 days

**August 31**

- B&B receives responses and reviews responses with staff and identified employee representatives

**September 1 - 14**

- Recommendations are provided to the City Commission

**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.**

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 84 years. From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: Always do what's best for our clients.

Our Employee Benefits division is made up of experts that work with you to understand your values, goals, and objectives. ***We make your people our business.*** Our seasoned professionals will help you optimize your employee benefits programs. Whether improving employee attraction and retention, getting the most out of your vendor partners, or assessing the most suitable technology to meet your needs, our thoughtful and customer-specific solutions help to ensure your peace of mind.

Our team currently services the Employee Benefits needs of more than **45 local governments** in the State of Florida. We are confident in our ability to continue to provide the highest quality service and results to the City. Below are some of our public sector Employee Benefits clients in Florida:

- City of Sarasota
- City of Lighthouse Point
- City of Daytona Beach
- City of Daytona Beach Shores
- City of Ocala
- Broward Metropolitan Planning Organization
- Glades County Schools
- City of Davenport
- New Smyrna Beach Utilities Commission
- City of Longwood
- FL Dept of Financial Services – Division of Rehab and Liquidation
- City of Edgewater
- Embry Riddle Univ
- Flagler County Schools
- City of Port Orange
- City of Bradenton
- Town of Ponce Inlet
- Fernandina Beach
- Lafayette County
- Bethune-Cookman Univ
- City of Debary
- City of Deland
- City of Ormond Beach
- Lake Highland Preparatory School, Inc
- Volusia County Schools
- Madison County BOCC
- City of Madison
- Washington County
- City of Chipley
- Stetson University
- City of Belleview
- Madison County Schools
- City of Casselberry
- City of New Smyrna Beach
- City of Groveland
- City of Holly Hill Employment Corporation
- City of Palm Coast
- PSCC Education LLC – Primrose Schools
- City of St. Cloud
- City of Eagle Lake
- City of Davenport
- City of Lake Alfred
- City of Dade City
- Union County
- Clay County Utility Authority
- City of Edgewater
- City of Flagler Beach
- City of S Daytona Employment Corp
- St Petersburg College
- City of Monticello

## Current Brown & Brown Employee Benefit Municipal Client Information

| | |
|---|---|
| **Client Name:** | **City of Deland** |
| **Address:** | 120 S Florida Ave, Deland, FL 32720 |
| **Client Contact:** | Carrie Laskey, laskyc@deland.org |

| | |
|---|---|
| **Client Name:** | **City of New Smyrna Beach** |
| **Address:** | 1800 Turnbull Bay Road, New Smyrna Beach, FL 32168 |
| **Client Contact:** | Heather Kidd, hkidd@cityofnsb.com |

| | |
|---|---|
| **Client Name:** | **City of Palm Coast** |
| **Address:** | 160 Lake Ave, Palm Coast, FL 32164 |
| **Client Contact:** | Renina Fuller, rfuller@palmcoastgov.com |

**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.**

# Common questions about HSAs



There's a lot of information out there about health savings accounts (HSAs). To highlight what you need to know, here are some of the most common questions that people ask, especially during open enrollment time.

**Q: What can I use my HSA for?**

**A:** You can use the funds in your HSA to pay for qualified medical expenses like:

- Doctor's office visits, lab fees and medical procedures
- Dental care, including extractions and braces
- Vision care, including contact lenses, prescription sunglasses and LASIK surgery
- Prescription medications and over-the-counter treatments

Keep in mind that when you are age 65 or over, your HSA can be used as extra income. That means you have the option to withdraw your funds for anything, including nonqualified expenses, without incurring a withdrawal penalty. However, you'll still need to pay income tax on it.

If you're under 65, you'll be hit with a 20% penalty for using your HSA money on nonqualified expenses, plus you'll pay income tax.

## Q: What are the benefits of an HSA?

**A:** HSAs are tax-advantaged accounts that help people save and pay for qualified medical expenses. Your HSA lets you:

- Contribute money through payroll contributions before it's taxed
- Grow your funds income tax-free
- Make income tax-free withdrawals for qualified medical expenses
- Carry over available dollars from year to year
- Keep all funds in it even if you change jobs, switch health plans or retire
- Pay for qualified medical expenses for a spouse or tax dependent
- Consolidate any other HSAs you may have into one HSA for extra convenience



**Remember:** Your HSA contributions are either tax-deductible or pre-tax (if made by payroll deduction). You may contribute directly to your HSA from your personal account and deduct that from your federal tax return. Most states also recognize HSA contributions as a deduction but a few do not. Similarly, a few states tax interest earned on your HSA. See IRS Publication 969, or consult a tax advisor to see how your state treats HSA contributions.

## Q: Who qualifies for an HSA?

**A:** To be eligible to open an HSA, you must have a qualifying high-deductible health plan (HDHP) that meets IRS guidelines for the annual deductible and out-of-pocket maximum.

You also cannot be:

- Covered by any other health plan that is not an HDHP
- Currently enrolled in Medicare or TRICARE
- Claimed as a dependent on another individual's tax return
- A recipient of Department of Veterans Affairs (VA) benefits within the past 3 months, except for preventive care. If you are a veteran with a disability rating from the VA, this exclusion does not apply.

## Q: What is a qualifying HDHP?

**A:** For 2025, qualifying HDHPs are at least $1,650 in deductibles for individual coverage and $3,300 for family coverage, and out-of-pocket not exceeding $8,300 for individual coverage and $16,600 for family coverage.

## Q: What happens to my HSA if I am no longer covered by an HDHP?

**A:** While you can no longer contribute to your HSA, your HSA funds are yours to keep and use for life.

## Q: Are health insurance premiums considered qualified medical expenses?

**A:** No, but exceptions include qualified long-term-care insurance, COBRA health care continuation coverage and any health plan maintained while receiving unemployment compensation under federal or state law. For those 65 and older, you can typically use your HSA to pay for Medicare premiums for Medicare Parts A, B, C (Medicare HMO and PPO plans) and D. Premiums for Medigap policies are not qualified medical expenses.

## Q: How much can I contribute to an HSA?

**A:** For 2025, the IRS set annual contribution limits of $4,300 for individual coverage and $8,550 for family coverage.

Primary account holders ages 55 or older can contribute an additional $1,000 each year. Spouses may also contribute an additional $1,000 if they are over age 55; however, they must contribute to an HSA set up in their own name.

**Remember:** Any contributions made by you, or by anyone else, count toward the annual contribution edit for specificity limit.

## Q: How can I make contributions?

**A:** There are 2 easy ways to make a deposit:



1. Payroll deductions through your employer, if available



2. Online, using your personal bank account

## Q: When can contributions be made?

**A:** Contributions for a taxable year can be made any time within that year and up until the tax filing deadline for the following year, which is typically **April 15.**

## Q: Can I reimburse myself for expenses prior to my enrollment in an HSA?

**A:** No. Qualified medical expenses may be reimbursed only if the expenses are from after the date your HSA was established.

## Q: Is there a time limit for reimbursing myself?

**A:** You can reimburse yourself at any time for expenses you paid for out of pocket. There is no time limit, but the expenses must have been incurred since you opened your HSA.

## Q: How can I use my HSA to pay for qualified expenses?

**A:** You can use your HSA payment card, online bill pay, or pay out of pocket and then pay yourself back using HSA funds.

## Q: Can I use my HSA to pay for non-health-related expenses?

**A:** Yes. However, any amount that is taken out of your HSA and not used exclusively to pay for qualified medical expenses for you, your spouse or your eligible tax dependents is subject to income taxes and an additional 20% IRS penalty, except in the case of distributions made after your death, disability or reaching age 65.

**Q: What happens if my HSA contributions exceed the annual contribution limit?**

**A:** If you contribute more than the IRS annual contribution limit, you have until the tax-filing deadline to withdraw excess contributions. If excess contributions are not withdrawn by the tax-filing deadline, an annually assessed excise tax of 6% will be imposed on any excess amount.

**Q: Is tax reporting required for an HSA?**

**A:** Yes. You must complete IRS form 8889 each year with your tax return to report total deposits and withdrawals from your account. You do not need to itemize. For more information about tax rules, including distribution information, consult a tax advisor.

**Q: What happens to my HSA when I die?**

**A:** If you are married and your spouse is listed as your beneficiary, they will become the owner of the account and assume it as their own. If you are unmarried, your account will cease to be an HSA. The money in your account will pass to your beneficiaries or become a part of your estate, and it will be subject to applicable taxes.

**Q: Can I invest my HSA dollars?**

**A:** Yes, you can choose to invest your HSA dollars once you reach your investment threshold.



## Ready to enroll?

Enrolling in an HSA is quick and easy because it's built into your employer's benefit options. Review your materials today so you don't miss your chance to sign up.

## Looking for more HSA resources?

Scan the QR code, or go to

to learn more.

**Investments are not FDIC insured, are not bank issued or guaranteed by Optum Financial or its subsidiaries, including Optum Bank, and are subject to risk including fluctuations in value and the possible loss of the principal amount invested.**

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ)**

## Health Savings Account (HSA)

- ***What are the triple tax advantages?***

Contribute income tax-free money, grow the savings with income tax-free interest and investment growth, and spend on qualified expenses – all income tax-free.

- ***Which plan do I need to enroll in to sign up for the HSA?***

The HSA Medical Plan.

- ***Who is the HSA vendor?***

EBC – Employee Benefits Corporation.

- ***Do I have to contribute to the HSA if I enroll under the HDHP?***

No. If you enroll under the HSA medical plan, it is optional for you to contribute to the savings account.

- ***How much is my employer contributing to my HSA?***

- $250 Single coverage
- $500 Employee + Dependents

- ***Do I have access to the full amount I contributed on day 1 like I would with the FSA?***

No. You will only have access to the amount that's been accumulated per paycheck.

- ***What if I leave my employer? What happens to my HSA?***

Your HSA goes with you wherever you go.

- ***How much can I contribute to the HSA? Can I change the contribution amount?***

$4,300 for Single and $8,550 for Family. If you are 55 or older, you may contribute an additional $1,000 as catchup. All maximum contributions must include your employer's contributions. You may change contributions anytime throughout the year.

- ***Does this mean that if you have a husband and wife both 55 or older that you can contribute an extra 2k?***

Yes, if you are 55 or older and have family coverage on an HSA, you can still make the "catch-up" contribution of an additional $1,000 per year to your HSA, regardless of whether you have family coverage; this applies to each eligible spouse on the plan who is 55 or older.

- ***Can I contribute $8,550 to my HSA with a family plan and my spouse contribute a separate $4,300 with a single plan to combine the annual contribution limit of $12,850?***

No, a family may only contribute a maximum of $8,550 in total. You may do one of the following:

- Split the family plan contribution evenly between the spouses.
- Allocate it unevenly, according to a specific division both parties have agreed on.
- Put 100% in one spouse's account.

- ***What happens to the money if I don't use it all by the end of the year?***

The funds will rollover year after year, they do not expire. This includes your employer's contributions.

- ***Can the HSA be used on my dependents even if they are not enrolled on my plan?***

Yes. Your HSA dollars can be spent on qualified expenses for any taxable dependents even if they are not enrolled on your plan.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ**)

- ***What if I have an FSA and want to enroll in the HSA next year to have both?***

EBC has an "Auto Convert" feature. With this feature, participants that are currently enrolled in a standard health FSA and also enroll in an HSA will automatically have the funds in their standard FSA converted to a limited purpose health FSA to maintain HSA eligibility. The maximum rollover for LPFSA is $660.

- ***With the HSA do I have to upload receipts like I have to do with the FSA?***

You do not need to submit any receipts or documentations. However, it's a good idea to save health care bills and documentation in case of an IRS audit.

- ***Can I be reimbursed if you forget your card like an FSA?***

Yes. You may use any form of payment on qualifying expenses and as long as you keep the receipt and/or EOB, you can be reimbursed.

- ***How do I create an account with EBC?***

You can get started by creating your online account on www.ebcflex.com.

- ***Is there a mobile app I can download?***

Yes. Download EBC Mobile in the App Store OR Google Play.

- ***Can I invest the funds in my HSA?***

Yes, once your account reaches the minimum of $1,000 cash balance, you can start investing. There are three different investment models to choose from: Managed, Self-Directed, and Brokerage.

- ***Where can I find more information on investments with my HSA?***

Learn more about your investment opportunities in your online account:

- After you log in to your online account, select your HSA tile.
- Click on your HSA balance.
- Select ***Learn More About Investments.***

- ***Could my transaction be declined?***

Your card may be declined if the merchant does not accept the Benefits Card, your purschase is not an eligible expense, or if you attempt to use your card for expense that exceeds your available balance.

- ***What if I have leftover funds in my HSA but want to switch to a copay plan at the next annual open enrollment?***

Not to worry! You may still use your HSA funds on qualifying expenses as you would even on a copay plan. You just cannot contribute pre-tax dollars to the HSA if you are not on a qualified medical plan.

- ***What can I spend my HSA on?***

You can spend it on qualified medical, dental and vision expenses. To find a complete list of HSA qualifying expenses, please visit IRS Publication 502 at https://www.irs.gov/pub-irs-pdf/p502 or access www.ebcflex.com/EligibleExpenses.

- ***Can I take my HSA money out of the account?***

Yes. You can take the money out at any time, but you will be subject to a penalty and pay taxes if you are under the age of 65. Once you are 65, you may take the money out penalty free, but subject to taxes if it is for a non-eligible expense.

- ***What if I spend my HSA on a non-eligible expense?***

You may be subject to a penalty and taxes by the IRS if you are audited or the card could be declined.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ)**

## Health Savings Account (HSA) – Medicare Specific

- ***Can I contribute to my HSA after I enroll in Medicare?***

No, you can no longer contribute to your HSA after you enroll in Medicare. This is because Medicare, including Original Medicare, Supplemental coverage, or Advantage plans, does not qualify as a high-deductible health plan, and you must be enrolled in an HDHP to contribute to an HSA. Once you enroll in any part of Medicare, including Parts A or B, you are no longer eligible to make HSA contributions.

- ***Can I be enrolled in Medicare and use an HSA?***

While you can be enrolled in Medicare and have an HSA, you cannot contribute after you have enrolled in Medicare. If you have funds available in your HSA, you can use them to pay for qualified medical expenses, even after you enroll in Medicare.

- ***Can I still use the money in my HSA after I enroll in Medicare?***

Generally, yes, you can still use the money in your HSA to pay for qualified medical expenses, even after you enroll in Medicare. However, you will no longer be able to deduct your contributions to your HSA on your federal income taxes.

- ***If I enroll in Medicare, should I close my HSA?***

Generally, you do not need to close your HSA if you enroll in Medicare. You can keep your HSA open and continue to use it to pay for qualified medical expenses. However, you will no longer be able to contribute to it.

- ***What happens to the money in my HSA if I enroll in Medicare and am no longer eligible to contribute to it?***

In most instances, the money is yours once you have contributed funds to an HSA. You can continue using it to pay for qualified medical expenses and even withdraw funds for non-qualified expenses. However, any funds withdrawn for non-qualified expenses will be subject to income tax based on the tax bracket you fall into, and if you are under age 65, you will be assessed a 20% penalty.

- ***I have a spouse who is not enrolled in Medicare. Can they still contribute to an HSA?***

Yes, your spouse not enrolled in Medicare can contribute to an HSA even if you are. They can even use the funds to help pay for your medical expenses not covered by Medicare. However, they cannot list any contributions as deductions on their federal income taxes.

- ***I am enrolled in Medicare. Can I open a new HSA?***

No, you cannot open a new HSA if you are enrolled in Medicare. You can only open a new account if you are covered through a high-deductible health plan.

- ***How much can I contribute to the HSA? Can I change the contribution amount?***

$4,300 for Single and $8,550 for Family. If you are 55 or older, you may contribute an additional $1,000 as catchup. All maximum contributions must include your employer's contributions. You may change contributions anytime throughout the year.

- ***Who should I contact if I have specific questions about how Medicare will affect my HSA?***

For specific questions about how your Medicare coverage will impact your HSA, contact your HSA administrator or a tax professional.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ**)

## HSA Medical Plan vs. Copay Medical Plan

**Scenario #1:** Bella elects Employee Only coverage and is having out-patient surgery at an in-network facility.

| **HSA Plan**<br>**Deductible = $2,000 / Out-of-Pocket Max = $4,000** | | **Copay Plan**<br>**Deductible = $1,500 / Out-of-Pocket Max = $4,000** | |
|---|---|---|---|
| Total Cost of Surgery | $10,000.00 | Total Cost of Surgery | $10,000.00 |
| Bella's Deductible | $2,000.00 | Bella's Deductible | $1,500.00 |
| Remaining Amount | $8,000.00 | Remaining Amount | $8,500.00 |
| Bella's 20% Coinsurance (20% of $8,000) | $1,600.00 | Bella's 30% Coinsurance (30% of $8,500) | $2,550.00 |
| Bella's Total Member Responsibility | $3,600.00 | Bella's Total Member Responsibility | $4,050.00 |
| Security First HSA Contribution | - $250.00 | Security First HSA Contribution | $0.00 |
| Bella's Net Member Responsibility | $3,350.00 | Bella's Net Member Responsibility | $4,050.00 |
| Annual Premium for HSA Plan | $0.00 | Annual Premium for Copay Plan | $1,799.98 |
| Bella's Total Cost *(Ded, Coins. & Premium)* | **$3,350.00** | Bella's Total Cost *(Ded, Coins. & Premium)* | **$5,849.98** |

After this procedure, Bella's deductible will be satisfied. She will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $400 out of pocket. Once that additional $400 is paid, all covered medical expenses and prescriptions will be covered at 100%

After this procedure, Bella's deductible and annual out-of-pocket maximum will be satisfied. All covered medical expenses and prescriptions will be covered at 100%.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ**)

## HSA Medical Plan vs. Copay Medical Plan

**Scenario #2:** Sam elects Employee & Spouse coverage. Sam is going to have Advanced Imaging-MRI at an in-network facility.

| **HSA Plan**<br>**Deductible = $4,000 / Out-of-Pocket Max = $8,000** | | **Copay Plan**<br>**Deductible = $1,500 / Out-of-Pocket Max = $4,000** | |
|---|---|---|---|
| Total Cost of MRI | $5,000.00 | Total Cost of MRI | $5,000.00 |
| Sam's Deductible | $4,000.00 | Sam's Deductible | $1,500.00 |
| Remaining Amount | $1,000.00 | Remaining Amount | $3,500.00 |
| Sam's 20% Coinsurance (20% of $1,000) | $200.00 | Sam's 30% Coinsurance (30% of $3,500) | $1,050.00 |
| Sam's Total Member Responsibility | $4,200.00 | Sam's Total Member Responsibility | $2,550.00 |
| Security First HSA Contribution | $500.00 | Security First HSA Contribution | $0.00 |
| Sam's Net Member Responsibility | $3,700.00 | Sam's Net Member Responsibility | $2,550.00 |
| Annual Premium for HSA Plan | $5,005.00 | Annual Premium for Copay Plan | $9,199.84 |
| Sam's Total Cost *(Ded, Coins. & Premium)* | **$8,705.00** | Sam's Total Cost *(Ded, Coins.& Premium)* | **$11,749.84** |

After this procedure, Sam's deductible will be satisfied. He will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $3,800 out of pocket. Once that additional $3,800 is paid, all covered medical expenses and prescriptions will be covered at 100%.

After this procedure, Sam's deductible will be satisfied. He will be responsible for 30% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $250 out of his pocket. Once the additional $250 is paid, all covered medical expenses and prescriptions will be covered at 100%.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ**)

## HSA Medical Plan vs. Copay Medical Plan

**Scenario #3:** Lenny elects Employee & Child coverage. His child, Ben, broke his arm and is going to the ER.

| HSA Plan<br>Deductible = $4,000 / Out-of-Pocket Max = $8,000 | | Copay Plan<br>Deductible = $1,500 / Out-of-Pocket Max = $4,000 | |
|---|---|---|---|
| Total Cost of ER | $5,750.00 | Total Cost of ER | $600.00 |
| Lenny's Deductible | $4,000.00 | Ben's Deductible | $1,500.00 |
| Remaining Amount | $1,750.00 | Remaining Amount | $1,500.00 |
| Lenny's 20% Coinsurance (20% of $1,750) | $350.00 | Ben's 30% Coinsurance (30% of $250) | |
| Lenny's Total Member Responsibility | $4,350.00 | Ben's Total Member Responsibility | $600.00 |
| Security First HSA Contribution | $500.00 | Security First HSA Contribution | $0.00 |
| Lenny's Net Member Responsibility | $3,850.00 | Ben's Net Member Responsibility | $600.00 |
| Annual Premium for HSA Plan | $2,907.06 | Annual Premium for Copay Plan | $7,614.00 |
| Lenny's Total Cost *(Ded, Coins. & Premium)* | **$6,757.06** | Lenny's Total Cost *(Ded, Copay & Premium)* | $8,214.00 |

After this procedure, Lenny's family deductible will be satisfied. He will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $3,650 out of pocket. Once that additional $3,650 is paid, all covered medical expenses and prescriptions will be covered at 100%.

After this procedure, Lenny's deductible will not be satisfied because copays do not track towards the deductible, only towards the out-of-pocket maximum. Lenny will continue to pay copay for services that are subject to a copay and for services that are subject to his deductible. Once he meets his out-of-pocket maximum of $4,000, then all covered medical expenses and prescriptions will be covered at 100%.

# 2025 Annual Open Enrollment
# Frequently Asked Questions (**FAQ**)

## HSA Medical Plan vs. Copay Medical Plan

**Scenario #4:** Tasha elects Employee Only Coverage. Tasha has an Inpatient Hospital Stay at an in-network facility.

| **HSA Plan**<br>**Deductible = $2,000 / Out-of-Pocket Max = $4,000** | | **Copay Plan**<br>**Deductible = $1,500 / Out-of-Pocket Max = $4,000** | |
|---|---|---|---|
| Total Cost of Inpatient Hospital Stay | $3,000.00 | Total Cost of ER | $3,000.00 |
| Tasha's Deductible | $2,000.00 | Tasha's Deductible | $1,500.00 |
| Remaining Amount | $1,000.00 | Remaining Amount | $1,500.00 |
| Tasha's 20% Coinsurance (20% of $1,000) | $200.00 | Tasha's 30% Coinsurance (30% of $1,500) | $450.00 |
| Tasha's Total Member Responsibility | $2,200.00 | Tasha's Total Member Responsibility | $1,950.00 |
| Security First HSA Contribution | $250.00 | Security First HSA Contribution | $0.00 |
| Tasha's Net Member Responsibility | $1,950.00 | Tasha's Net Member Responsibility | $1,950.00 |
| Annual Premium for HSA Plan | $0.00 | Annual Premium for Copay Plan | $1,799.98 |
| Tasha's Total Cost *(Ded, Coins. & Premium)* | **$1,950.00** | Tasha's Total Cost *(Ded, Copay & Premium)* | **$3,749.98** |

After this procedure, Tasha's deductible will be satisfied. She will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $1,800 out of pocket. Once that additional $1,800 is paid, all covered medical expenses and prescriptions will be covered at 100%.

After this procedure, Tasha's deductible will be satisfied. She will be responsible for 30% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $2,050 out of her pocket. Once the additional $2,050 is paid, all covered medical expenses and prescriptions will be covered at 100%.

# Volusia County Schools 2024-2025
# T28 HMO & FHCP Medvantage Plan

| | Florida Health Care Plans | |
|---|---|---|
| | **HMO – T28** | **HMO Med-Advantage - 040** |
| | **In-Network** | **In-Network** |
| **Monthly Premium** | **$111.03 ($66.62 per pay)** | **$185 (Medicare Part B)** |
| Annual Deductible Single/Family | $3,500 / $7,000 | $0 |
| Prescription Drug Deductible | (Integrated w/Medical) | $295 Part D Drugs (Tiers 4 & 5) |
| Coinsurance (Member Pays) | 15% | 20% |
| Out of Pocket Max Single/Family | $8,000 / $16,000 | $5,100 / NA |
| **Physician Services** | | |
| PCP Copay | $20 | $0 |
| Specialist Copay | $35 | $30 |
| **Preventive Care** | | |
| Routine Physical Exam, Well Child, Immunization | $0 | $0 |
| Preferred Fitness Program (Gym Access) | $0 | $0 |
| **Extended Hour Care Centers (WFW)** | | |
| Per Visit | $8 | $0 |
| **Hospital Services** | | |
| Inpatient | $300/Day ($1,500 Max) AD | $320/Day (Days 1-6) |
| Outpatient | $250 (ASC) / $500 (Hospital) | $200 (ASC) / $250 (Hospital) |
| **Emergency Services** | | |
| Emergency Visit / Urgent Care | $400 / $75 | $125 / $30 |
| Ambulance Services | $100 | $265 |
| **Lab, X-ray, & Diagnostics** | | |
| Lab and Radiology | Lab $0 / $25 (OP)<br>X-ray $20 / $75 (OP) | Lab $0 / $0 (OP)<br>X-ray $10 / $50 (OP) |
| Advanced Imaging | $175 / 15% AD (OP) | $10 / $200 (OP) |
| **Other Services** | | |
| Chiropractic | $15 (20 visit limit) | $20 (No visit limit) |
| Acupuncture | Not Covered | $20 (20 visit limit) |
| Occupational, Physical and Speech Therapy | $15 (20 Visit limit) | $20 (No visit limit) |
| Home Health Care | $15 (60 Visit limit) | $0 (No visit limit) |
| **Prescription Drugs** | | |
| Retail (31 Day Supply) | FHCP / Walgreens | FHCP / Walgreens |
| Preferred Generic | $3 / $20 | $0 / $17 |
| Non-Pref Generic | $12 / $20 | $5 / $20 |
| Preferred Brand | $35 / $40 | $44 / $47 |
| Non-preferred Brand | $60 / $65 | 25% AD |
| Pre-approved specialty drug formulary | Preferred: 15% Coins<br>Non-Preferred: 25% Coins | Preferred: 29% AD<br>Non-Preferred: 29% AD |
| **Mail Order (up to 93 day supply)** | | |
| Preferred Generic/Non-Pref Generic/ Preferred Brand/ Non- preferred Brand | $6 / $33 / $102 / $177 | $0 / $12 / $129 / 25% AD |

**HMO prescriptions** are available at FHCP retail and mail order pharmacies. Select Walgreens (listed on FHCP.com) can ONLY be used from 6pm to 8am Monday - Friday and all-day Saturday, Sunday and holidays

**Med-Advantage prescriptions** NOTE: Med-Advantage medication costs are subject to Medicare Part D guidelines, and DO NOT count towards the Annual Out-of-Pocket Maximum

AD = After Deductible

ASC = Ambulatory Surgical Center Facility

OP = Outpatient Facility

# Volusia County Schools 2024-2025
# LT7 HMO 2 & FHCP Medvantage Plan

| | Florida Health Care Plans | |
|---|---|---|
| | **HMO – LT7** | **HMO Med-Advantage - 040** |
| | **In-Network** | **In-Network** |
| **Monthly Premium** | **$0** | **$185 (Medicare Part B)** |
| Annual Deductible Single/Family | $5,850 / $11,700 | $0 |
| Prescription Drug Deductible | (Integrated w/Medical) | $295 for Part D Drugs |
| Coinsurance (Member Pays) | 25% | 20% |
| Out of Pocket Max Single/Family | $9,200 / $18,400 | $5,100 / NA |
| **Physician Services** | | |
| PCP Copay | $35 | $0 |
| Specialist Copay | $50 | $30 |
| **Preventive Care** | | |
| Routine Physical Exam, Well Child, Immunization | $0 | $0 |
| Preferred Fitness Program (Gym Access) | $0 | $0 |
| **Extended Hour Care Centers (WFW)** | | |
| Per Visit | $8 | $0 |
| **Hospital Services** | | |
| Inpatient | 25% AD | $320/Day (Days 1-6) |
| Outpatient | $2,000 (ASC) / 25% AD (Hospital) | $200 (ASC) / $250 (Hospital) |
| **Emergency Services** | | |
| Emergency Visit / Urgent Care | 25% AD / 25% AD | $125 / $30 |
| Ambulance Services | 25% AD | $265 |
| **Lab, X-ray, & Diagnostics** | | |
| Lab and Radiology | Lab $0 / 25% AD (OP)<br>X-ray $50 / 25% AD (OP) | Lab $0 / $0 (OP)<br>X-ray $10 / $50 (OP) |
| Advanced Imaging | $750 / 25% AD (OP) | $10 / $200 (OP) |
| **Other Services** | | |
| Chiropractic | 25% AD (20 visit limit) | $20 (No visit limit) |
| Acupuncture | Not Covered | $20 (20 visit limit) |
| Occupational, Physical and Speech Therapy | 25% AD (20 Visit limit) | $20 (No visit limit) |
| Home Health Care | 25% AD (60 Visit limit) | $0 (No visit limit) |
| **Prescription Drugs** | | |
| Retail (31 Day Supply) | FHCP / Walgreens | FHCP / Walgreens |
| Preferred Generic | $3 / $20 | $0 / $17 |
| Non-Pref Generic | $12 / $20 | $5 / $20 |
| Preferred Brand | $35 / $40 | $44 / $47 |
| Non-preferred Brand | $60 / $65 | 25% AD |
| Pre-approved specialty drug formulary | Preferred: 15% Coins<br>Non-Preferred: 25% Coins | Preferred: 29% AD<br>Non-Preferred: 29% AD |
| **Mail Order (up to 93 day supply)** | | |
| Preferred Generic/Non-Pref Generic/ Preferred Brand/ Non- preferred Brand | $6 / $33 / $102 / $177 | $0 / $12 / $129 / 25% AD |

**HMO prescriptions** are available at FHCP retail and mail order pharmacies. Select Walgreens (listed on FHCP.com) can ONLY be used from 6pm to 8am Monday - Friday and all-day Saturday, Sunday and holidays

**Med-Advantage prescriptions** NOTE: Med-Advantage medication costs are subject to Medicare Part D guidelines, and DO NOT count towards the Annual Out-of-Pocket Maximum

AD = After Deductible

ASC = Ambulatory Surgical Center Facility

OP = Outpatient Facility

# Example #1

## Bella elects Employee Only coverage. Bella is going to have outpatient surgery at an in-network facility.

| HSA Plan<br>Deductible = $2,000 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of Surgery | $10,000.00 |
| Bella's Deductible | $2,000.00 |
| Remaining Amount | $8,000.00 |
| Bella's 20% Coinsurance | $1,600.00 |
| Bella's Total Member Responsibility | $3,600.00 |
| Security First HSA Contribution | $250.00 |
| Bella's Net Member Responsibility | $3,350.00 |
| Annual Premium for HSA Plan | $0.00 |
| Bella's Total Cost *(Ded, Coins. & Premium)* | $3,350.00 |

After this procedure, Bella's deductible will be satisfied. She will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $400 out of pocket. Once that additional $400 is paid, all covered medical expenses and prescriptions will be covered at 100%.

| Copay Plan<br>Deductible =$1,500 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of Surgery | $10,000.00 |
| Bella's Deductible | $1,500.00 |
| Remaining Amount | $7,500.00 |
| Bella's 30% Coinsurance | $2,250.00 |
| Bella's Total Member Responsibility | $3,750.00 |
| Security First HSA Contribution | $0.00 |
| Bella's Net Member Responsibility | $3,750.00 |
| Annual Premium for Copay Plan | $1,799.98 |
| Bella's Total Cost *(Ded, Coins. & Premium)* | $5,549.98 |

After this procedure, Bella's deductible will be satisfied. She will be responsible for 30% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $250 out of her pocket. Once the additional $250 is paid, all covered medical expenses and prescriptions will be covered at 100%.

*NOTE: Plan cost assumes non-tobacco status and $0-$50,000 salary range*

# Example #2

## Sam elects Employee & Spouse coverage. Sam is going to have Advanced Imaging-MRI at an in-network facility.

| HSA Plan<br>Deductible = $4,000 / Out-of-Pocket Max = $8,000 | |
|---|---|
| Total Cost of MRI | $5,000.00 |
| Sam's Deductible | $4,000.00 |
| Remaining Amount | $1,000.00 |
| Sam's 20% Coinsurance | $200.00 |
| Sam's Total Member Responsibility | $4,200.00 |
| Security First HSA Contribution | $500.00 |
| Sam's Net Member Responsibility | $3,700.00 |
| Annual Premium for HSA Plan | $5,005.00 |
| Sam's Total Cost *(Ded, Coins. & Premium)* | $8,705.00 |

After this procedure, Sam's deductible will be satisfied. He will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $3,800 out of pocket. Once that additional $3,800 is paid, all covered medical expenses and prescriptions will be covered at 100%.

| Copay Plan<br>Deductible =$1,500 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of MRI | $5,000.00 |
| Sam's Deductible | $1,500.00 |
| Remaining Amount | $3,500.00 |
| Sam's 30% Coinsurance | $1,050.00 |
| Sam's Total Member Responsibility | $2,550.00 |
| Security First HSA Contribution | $0.00 |
| Sam's Net Member Responsibility | $2,550.00 |
| Annual Premium for Copay Plan | $9,199.84 |
| Sam's Total Cost *(Ded, Coins.& Premium)* | $11,749.84 |

After this procedure, Sam's deductible will be satisfied. He will be responsible for 30% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $250 out of his pocket. Once the additional $250 is paid, all covered medical expenses and prescriptions will be covered at 100%.

*NOTE: Plan cost assumes non-tobacco status, no spousal surcharge and $0-$50,000 salary range*

# Example #3

## Lenny elects Employee & Child coverage. His child, Ben, broke his arm and is going to the ER.

| HSA Plan<br>Deductible = $4,000 / Out-of-Pocket Max = $8,000 | |
|---|---|
| Total Cost of ER | $5,750.00 |
| Lenny's Deductible | $4,000.00 |
| Remaining Amount | $1,750.00 |
| Lenny's 20% Coinsurance | $350.00 |
| Lenny's Total Member Responsibility | $4,350.00 |
| Security First HSA Contribution | $500.00 |
| Lenny's Net Member Responsibility | $3,850.00 |
| Annual Premium for HSA Plan | $2,907.06 |
| Lenny's Total Cost *(Ded, Coins. & Premium)* | $6,757.06 |

After this procedure, Lenny's family deductible will be satisfied. He will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until he pays an additional $3,650 out of pocket. Once that additional $3,650 is paid, all covered medical expenses and prescriptions will be covered at 100%.

| Copay Plan<br>Deductible =$1,500 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of ER | $600.00 |
| Ben's Deductible | $1,500.00 |
| Remaining Amount | $1,500.00 |
| Ben's 30% Coinsurance | $0.00 |
| Ben's Total Member Responsibility | $600.00 |
| Security First HSA Contribution | $0.00 |
| Ben's Net Member Responsibility | $600.00 |
| Annual Premium for Copay Plan | $6,354.14 |
| Lenny's Total Cost *(Ded, Copay & Premium)* | $6,954.14 |

After this procedure, Ben's deductible will not be satisfied because copays do not track towards the deductible, only towards the out-of-pocket maximum. Ben will continue to pay copay for services that are subject to a copay and for services that are subject to his deductible. Once he meets his out-of-pocket maximum of $4,000, then all covered medical expenses and prescriptions will be covered at 100%.

*NOTE: Plan cost assumes non-tobacco status, no spousal surcharge and $0-$50,000 salary range*

# Example #4

## Tasha elects Employee Only Coverage. Tasha has an Inpatient Hospital Stay at an in-network facility.

| HSA Plan<br>Deductible = $2,000 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of Inpatient Hospital Stay | $3,000.00 |
| Tasha's Deductible | $2,000.00 |
| Remaining Amount | $1,000.00 |
| Tasha's 20% Coinsurance | $200.00 |
| Tasha's Total Member Responsibility | $2,200.00 |
| Security First HSA Contribution | $250.00 |
| Tasha's Net Member Responsibility | $1,950.00 |
| Annual Premium for HSA Plan | $0.00 |
| Tasha's Total Cost *(Ded, Coins. & Premium)* | $1,950.00 |

After this procedure, Tasha's deductible will be satisfied. She will be responsible for 20% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $1,800 out of pocket. Once that additional $1,800 is paid, all covered medical expenses and prescriptions will be covered at 100%.

| Copay Plan<br>Deductible =$1,500 / Out-of-Pocket Max = $4,000 | |
|---|---|
| Total Cost of ER | $3,000.00 |
| Tasha's Deductible | $1,500.00 |
| Remaining Amount | $1,500.00 |
| Tasha's 30% Coinsurance | $450.00 |
| Tasha's Total Member Responsibility | $1,950.00 |
| Security First HSA Contribution | $0.00 |
| Tasha's Net Member Responsibility | $1,950.00 |
| Annual Premium for Copay Plan | $1,799.98 |
| Tasha's Total Cost *(Ded, Copay & Premium)* | $3,749.98 |

After this procedure, Tasha's deductible will be satisfied. She will be responsible for 30% of all covered medical expenses and/or the appropriate Prescription drug copay until she pays an additional $2,050 out of her pocket. Once the additional $2,050 is paid, all covered medical expenses and prescriptions will be covered at 100%.

*NOTE: Plan cost assumes non-tobacco status, no spousal surcharge and $0-$50,000 salary range*

## About these Coverage Examples:

**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Simple Fracture
(in-network emergency room visit and follow up care)

| HMO – T28 | | HMO Med-Advantage - 040 | |
|---|---|---|---|
| **Plan's overall deductible** | **$3500** | **Plan's overall deductible** | **$0** |
| **Specialist copayment** | **$35** | **Part D Rx Deductible** | **$295** |
| **Hospital (ER) copay** | **$400** | **Specialist copayment** | **$30** |
| **Other copayment** | **$400** | **Hospital (ER) copay** | **$125** |
| | | **Other copayment** | **$300** |

**This EXAMPLE event includes services like:**
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

| **Total Example Cost** | **$2,800** | | |
|---|---|---|---|
| In this example, member would pay: | *Cost Sharing* | In this example, member would pay: | *Cost Sharing* |
| Deductibles | $0 | Deductibles | $0 |
| Copayments | $900 | Copayments | $455 |
| Coinsurance | $40 | Coinsurance | $0 |
| *What isn't covered:* | | | |
| Limits or exclusions | $0 | | |
| **Total member pays** | **$940** | **Total member pays** | **$455** |

### Managing type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

| HMO – T28 | | HMO Med-Advantage - 040 | |
|---|---|---|---|
| **Plan's overall deductible** | **$3500** | **Plan's overall deductible** | **$0** |
| **Specialist copayment** | **$35** | **Part D Rx Deductible** | **$295** |
| **Hospital (facility) copay** | **$400** | **Specialist copayment** | **$30** |
| **Other coinsurance** | **15%** | **Hospital (facility) copay** | **$125** |
| | | **Other coinsurance** | **20%** |

**This EXAMPLE event includes services like:**
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

| **Total Example Cost** | **$5,600** | | |
|---|---|---|---|
| In this example, member would pay: | *Cost Sharing* | In this example, member would pay: | *Cost Sharing* |
| Deductibles | $0 | Deductibles | $0 |
| Copayments | $1,100 | Copayments | $315 |
| Coinsurance | $0 | Coinsurance | $0 |
| *What isn't covered:* | | | |
| Limits or exclusions | $20 | | |
| **Total member pays** | **$1,120** | **Total member pays** | **$335** |

The plan would be responsible for the other costs of these EXAMPLE covered services.

**For more information on Medicare or ACA Individual options for yourself or family members, please contact:**

Romonita McKissick *OR* Laura Radford

386-676-7100 Ext. 7881 386-676-7100 Ext. 7882

## About these Coverage Examples:

**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Simple Fracture
(in-network emergency room visit and follow up care)

| HMO 2 – LT7 | | HMO Med-Advantage - 040 | |
|---|---|---|---|
| **Plan's overall deductible** | **$5850** | **Plan's overall deductible** | **$0** |
| **Specialist copayment** | **$50** | **Part D Rx Deductible** | **$295** |
| **Hospital (ER) coinsurance** | **25%** | **Specialist copayment** | **$30** |
| **Other coinsurance** | **25%** | **Hospital (ER) copay** | **$125** |
| | | **Other copayment** | **$300** |

**This EXAMPLE event includes services like:**
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

| **Total Example Cost** | **$2,800** | | |
|---|---|---|---|
| In this example, member would pay: | *Cost Sharing* | In this example, member would pay: | *Cost Sharing* |
| Deductibles | $2300 | Deductibles | $0 |
| Copayments | $300 | Copayments | $455 |
| Coinsurance | $0 | Coinsurance | $0 |
| *What isn't covered:* | | | |
| Limits or exclusions | $0 | | |
| **Total member pays** | **$2,600** | **Total member pays** | **$455** |

### Managing type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

| HMO 2 – LT7 | | HMO Med-Advantage - 040 | |
|---|---|---|---|
| **Plan's overall deductible** | **$5850** | **Plan's overall deductible** | **$0** |
| **Specialist copayment** | **$50** | **Part D Rx Deductible** | **$295** |
| **Hosp (facility) coinsurance** | **25%** | **Specialist copayment** | **$30** |
| **Other coinsurance** | **25%** | **Hospital (facility) copay** | **$125** |
| | | **Other coinsurance** | **20%** |

**This EXAMPLE event includes services like:**
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

| **Total Example Cost** | **$5,600** | | |
|---|---|---|---|
| In this example, member would pay: | *Cost Sharing* | In this example, member would pay: | *Cost Sharing* |
| Deductibles | $0 | Deductibles | $0 |
| Copayments | $1,200 | Copayments | $315 |
| Coinsurance | $0 | Coinsurance | $0 |
| *What isn't covered:* | | | |
| Limits or exclusions | $20 | | |
| **Total member pays** | **$1,220** | **Total member pays** | **$335** |

The plan would be responsible for the other costs of these EXAMPLE covered services.

**For more information on Medicare or ACA Individual options for yourself or family members, please contact:**

Romonita McKissick *OR* Laura Radford

386-676-7100 Ext. 7881 386-676-7100 Ext. 7882

# Enhanced Access and Cost Savings
## for Your Healthcare Needs

Florida Health Care Plans is proud to provide Volusia County School Board employees with convenient and affordable healthcare services.

By utilizing FHCP or in-network outpatient **Ambulatory Service Centers**, employees can save money on routine procedures, imaging, or screenings while receiving high-quality care at independent facilities.

## Ambulatory Service Center Locations

| Volusia | Address | City | Services |
|---|---|---|---|
| FHCP Ambulatory Surgery Center | 2777 Enterprise Rd. | Orange City | 1, 2 |
| Atlantic Surgery Center | 541 Health Blvd. | Daytona Beach | 1, 2 |
| AH Surgery Center Blue Springs | 1053 Medical Center Dr., Ste. 201 | Orange City | 1 |
| East Coast Surgery Center | 1871 LPGA Blvd. | Daytona Beach | 1 |
| Wellness Avenue Surgery Center | 2863 Wellness Avenue | Orange City | 1 |
| Surgery Center of Volusia LLC | 3635 S. Clyde Morris Blvd., Ste. 500 | Port Orange | 1, 2 |
| AH Surgery Center Port Orange | 1185 Dunlawton Avenue Ste. 100 | Port Orange | 2 |
| Alliance Specialty Surgery Center | 1545 Hand Ave., Ste. A2 | Ormond Beach | 1 |
| New Smyrna Beach Ambulatory | 612 Palmetto Street | New Smyrna Beach | 1 |
| Physicians Ambulatory Surgery Center | 300 Clyde Morris Blvd., # B | Ormond Beach | 1, 2 |
| Tomoka Surgery Center LLC | 345 Clyde Morris Blvd., Ste. 300 | Ormond Beach | 3 |
| Volusia Endo Surgery Center | 550 Memorial Circle Ste. G | Ormond Beach | 2 |
| **Brevard** | | | |
| Space Coast Endoscopy CTR | 1974 Rockledge Blvd., Ste. 102 | Rockledge | 2 |

1. Outpatient Surgical Procedures (e.g. Hernia Repair, Gallbladder removal)
2. Gastroenterology Procedures (e.g. Colonoscopy, Endoscopy)
3. Ocular Outpatient Surgical Procedures (e.g. Cataract)

# Ambulatory Service Center Locations

| Seminole | Address | City | Services |
|---|---|---|---|
| Heathrow Surgery Center, LLC | 942 International Pkwy. | Lake Mary | 1 |
| Lake Mary Surgery Center, LLC | 460 Saint Charles Ct. | Lake Mary | 1, 2 |
| Rinehart Surgery Center | 392 Rinehart Rd., Ste. 1090 | Lake Mary | 1 |
| Advent Health Surgery CTR Lake Mary | 917 Rinehart Rd., Ste. 1001 | Lake Mary | 1 |
| Currency Circle Surgery Center | 835 Currency Cir., Ste. 1021 | Lake Mary | 1 |
| Advanced Heart & Vasc Surg Center | 1615 Dr. Martin Luther King Jr. Blvd. | Deltona | 1 |
| **St. Johns** | | | |
| St. Augustine Endoscopy | 40 Groover Loop Ste. 100 | St. Augustine | 2 |
| **Orange** | | | |
| Maitland Surgery Center | 790 Concourse Pkwy. S., Ste. 100 | Maitland | 1 |
| Lakeview Surgery Center LLC | 7448 Docs Grove Circle | Orlando | 1 |
| Endo-Surgical CTR of Florida | 100 North Dean Road Ste. 102 | Orlando | 2 |

1. Outpatient Surgical Procedures (e.g. Hernia Repair, Gallbladder removal)
2. Gastroenterology Procedures (e.g. Colonoscopy, Endoscopy)
3. Ocular Outpatient Surgical Procedures (e.g. Cataract)

COST ESTIMATOR

Know before you go! Before any procedure, imaging or screening, call Florida Health Care Plans' Cost Estimator to learn more about your out-of-pocket expenses and to find the best, most affordable option.

(386) 615-5068 or (800) 352-9824, ext. 5068

*Locations and services are subject to change. For more information, please contact FHCP Member Services at (386) 676-7100 or visit FHCP.com for the most up-to-date listing of facility locations.

# WHERE TO GO FOR CARE

## Call your primary care provider, even after hours, if you are unsure where to go.

*Note: This is a general guide. Cost, hours and available treatment will vary.*

WAKULLA COUNTY

### $0-$15 Copay

#### Telehealth

When you're not feeling well or need care fast, schedule a visit in minutes with a board-certified doctor.

**OPEN:** 24/7/365

**GOOD FOR:**
- Cold and flu
- Ear pain
- Pink eye
- Sinus problems
- Urinary tract infections

capitalhealth.com/amwell

Use Service Key CHP when you enroll in Amwell

### $15 Copay

#### Primary Care Physician

Consider this home base for managing your health care. Your primary care provider knows your medical history best.

**OPEN:** Weekdays. Some offices have early, late and weekend appointments. Providers are typically on call.

**GOOD FOR:**
- Annual physicals
- Routing screenings
- Vaccines
- Sprains and strains
- Chronic conditions
- Medicine refills
- Anxiety and depression

### $50 Copay

#### Urgent Care Center

Immediate care for conditions that are not life-threatening. Shorter average wait times than the emergency room.

**OPEN:** Usually every day, morning to early evening.

**GOOD FOR:**
- Asthma
- Cuts requiring stitches
- Broken bones
- Concussions
- Vomiting and diarrhea

### $100 + 25% Coinsurance

#### Emergency Room

Immediate care for life-threatening conditions, including heart attack and stroke.

**OPEN:** 24/7/365

**GOOD FOR:**
- Fever in a child younger than three months
- Chest pain
- Shortness of breath
- Sudden numbness, weakness or speech difficulty
- Severe belly pain
- Coughing or vomiting blood
- Uncontrolled bleeding
- Mental health crisis

### $100 + 25% Coinsurance

#### Freestanding Emergency Room

Services do not include trauma care; can look similar to an urgent care center, but medical bills may be 10 times higher.

**OPEN:** 24/7/365

**GOOD FOR:**
- Most major injuries except trauma
- Severe pain

Create a Member Portal and look up in-network Providers and Facilities:
https:\\capitalhealth.com

| | FHC WFW | | Florida Hospital Memorial Medical Center | | The Doctors Center | | Care Here | | In House Physicians | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Facility Currently in place** | **Yes** | | **Yes** | | **No** | | **No** | | **No** | |
| **Primary Care (Main Location)** | 461 South Nova Rd., Ormond Beach | | 125 Hand Ave, Suite F, Ormond Beach | | | | | | | |
| **Out-Patient Imaging** | 6 Locations | | 3 Locations | | | | | | | |
| **Blood Drawing / Collection Locations** | 461 S. Nova Rd., Ormond Beach<br>350 Clyde Morris Blvd., Daytona Beach<br>740 Dunlawton Ave., Port Orange<br>139 N. Ridgewood Ave., Edgewater<br>309 Palm Coast Pkwy., Palm Coast<br>2777 Enterprise Rd., Orange City<br>937 N. Spring Garden Ave., DeLand | | Florida Hospital Memorial Medical Center (Daytona Beach)<br>Florida Hospital Ocean Side (Ormond Beach)<br>Florida Hospital Memorial Medical Center at the Pavilion at (Port Orange)<br>Florida Hospital Imaging (Ormond Beach)<br>Daytona Beach Shores Laboratory Services (Daytona Beach Shores)<br>Florida Hospital Laboratory Services (Ormond Beach) | | The Doctors Center will work with the city to secure a building space for them which is in a central location for a majority of employees. | | Care Here can assist the city in finding a location but the lease will be additional cost. | | In House Physicians cost for building space is not included in current RFP. The vendor would assist the city in finding a building that is in a central location of majority of employees. The vendor could also seek out current physician facilities that have extra space. They could then work out a partnership and rent or lease space from doctor to control cost. |
| **Outpatient Rehabilitation Services** | No, provided by Ability at multiple locations | | 4 Locations | | | | | | | |
| **Urgent Care** | Yes | | 4 Locations | | | | | | | |
| **Facility Fees included in RFP** | **Yes** | | **Yes** | | ***Yes. This fee is $6,000 that is included in the $24,000 a month admin fee.** | | ***No. The estimated cost for office build out is $30,000.** | | ***No. The cost for Build out can range anywhere from $10 pepm to $30 pepm depending on facility decisions** | |
| **Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Primary Care | X | | X | | X | | X | | X | |
| Urgent Care | X | | X | | X | | X | | X | |
| Well Visits | X | | X | | X | | X | | X | |
| Preventative Care | X | | X | | X | | X | | X | |
| Disease Identification and Treatment | X | | X | | X | | X | | X | |
| Laboratory Services/ Laboratory Draws | X | | X | | X | | X | | X | |
| Case Management | X | | X | | X | | X | | X | |
| Utilization Management | X | | X | | X | | X | | X | |
| X-Ray Services | X | | X | | X | | X | | X | |
| Coordination of Care with Outpatient and Inpatient Providers | X | | X | | X | | X | | X | |
| Physical Therapy | X | | X | | X | | X | | X | |
| Health Risk Appraisals | X | | X | | X | | X | | X | |
| Wellness Coaching | X | | | X | X | | X | | X | |
| Disease Management | X | | | | X | | X | | X | |
| Data Management | | X | | | X | | X | | X | |
| 24 Hour Nurse line | X | | | X | X | | X | | X | |

| | FHC WFW | | Florida Hospital Memorial Medical Center | | The Doctors Center | | Care Here | | In House Physicians | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Occupational Health Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Ergonomic assessments | | X | | X | X | | X | | X | |
| Drug and Alcohol Testing | X | | X | | X | | X | | X | |
| Return to Work (RTW) Management | | X | | X | X | | X | | X | |
| Physical Therapy | | X | | X | X | | X | | X | |
| Safety and injury prevention | | X | | X | X | | X | | X | |
| Pre-placement and fitness for duty exams | X | | X | | X | | X | | X | |
| Disease education and management | X | | | | X | | X | | X | |
| Compliance Programs | | X | | X | X | | X | | X | |
| Half Tablet program | | X | | X | X | | X | | X | |
| Generic Maximization program | X | | | X | X | | X | | X | |
| Brown Bag program | X | | | X | | X | X | | X | |
| Antibiotic Management Program | | X | | X | | X | X | | X | |
| Mail Service Delivery of Prescriptions | X | | | X | X | | X | | X | |
| Coordination of care with PBM/DM/Health Plan | | X | | X | X | | X | | X | |
| Compounds (Describe level of compound service) | | X | | X | X | | X | | X | |
| OTC Program | | X | | X | X | | X | | X | |
| D.O.T. Testing | X | | X | | X | | X | | X | |
| **Lab Services** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** | **Offered** | **Not Offered** |
| Blood Bank | X | | X | | X | | X | | X | |
| Microbiology | X | | X | | X | | X | | X | |
| Hematology | X | | X | | X | | X | | X | |
| Histology | X | | X | | X | | X | | X | |
| Cytology | X | | X | | X | | X | | X | |
| Chemistry | X | | X | | X | | X | | X | |
| Special Chemistry | X | | X | | X | | X | | X | |
| Urinalysis | X | | X | | X | | X | | X | |
| Serology | X | | X | | X | | X | | X | |
| Drug Screening for Employment | X | | X | | X | | X | | X | |
| **Hours of Operation** | 7 am - 7 pm Monday to Friday at all Volusia locations<br><br>Saturday 8 am - 12 pm at 3 Locations | | Monday 8-5<br>Tuesday 8-4:30<br>Wednesday 8-5<br>Thursday 8-4:30<br>Friday 8:30-4:30 | | 40 hours a week | | 20 Provider Hours each week | | The city will Decide Scheduled Hours (about 16-20 hours). Nurse Practitioner Available 16 hours per week. | |
| **Pricing** | | | **Monthly Fee:** **$25,000**<br>**Estimated Annual Cost:** **$300,000** | | **Admin Fee:** **$24,000/mo.**<br>**Staff Cost:** **$27,776/mo.**<br>**Stress Test Treadmill Suite:** **$450/mo.**<br>**Supplies/Labs:** **$2500/mo. (estimate)**<br>**Total Estimated Monthly:** **$54,726**<br>**Estimated Annual Cost:** **$656,712**<br>**Estimated Annual HRA Cost:** **$13,440** | | **Program Fee:** **$92,736**<br>**Estimated Cost for Build out** **$30,000**<br>**Medical Staff:** **$197,600**<br>**Pharmacy:** **$43,680**<br>**Lab Services & Supplies:** **$37,440**<br>**Estimated Year One cost:** **$401,456** | | **Set up Fee:** **$45,000**<br>**Monthly Fee:** **$13,268.39**<br>**Estimated Annual Cost:** **$204,220.68** | |

Brown & Brown

POPULATION HEALTH & WELL-BEING

# May Is Mental Health Awareness Month

Dr. Joel Axler, MD,
*National Behavioral Health Leader*



May is Mental Health Awareness Month, a time to emphasize the importance of mental well-being and destigmatize conversations around mental health. This presents a unique opportunity for employers to cultivate a workplace environment that supports employee mental health. Prioritizing workforce mental health is not just a moral imperative but also a strategic investment in the well-being and productivity of your team.

## Mental Health: The Employee Experience

Half **(52%)** of employees reported feeling burned out in the past year because of their job, and 37% reported feeling so overwhelmed it made it hard to do their job.[1]

The American Psychological Association reports that work-related stress can lead to a **wide range of health problems,** including risk of heart disease, obesity and depression.[2]

US businesses lose more than **$300 billion** annually in absenteeism, turnover, diminished productivity and medical, legal and insurance costs related to mental health or substance use issues.[3]

A significant majority **(92%)** of workers stated that it is very (57%) or somewhat (35%) important to them to work for an organization that values their emotional and psychological well-being.[4]

[1]*NAMI | National Alliance on Mental Illness - nami.org*
[2]*American Psychological Association - apa.org*
[3]*American Institute of Stress: Workplace Stress - stress.org*
[4]*American Psychological Association - apa.org*

## Prioritizing Mental Health in the Workplace

These facts are a sobering reminder of the toll poor mental health takes on U.S. workers and their employers. The good news is that employers can play an important role in raising mental health awareness, reducing stigma and creating supportive work environments. Potential steps include the following:

- Understand the importance of mental health
- Promote open dialogue
- Evaluate current mental health benefits (e.g., programs available, utilization rates) and identify opportunities for improvement
- Launch mental health awareness and anti-stigma campaigns
- Offer mental health training and education across all levels of the organization
- Demonstrate leadership support and commitment
- Celebrate success stories
- Collect employee feedback to understand their needs and priorities (e.g., surveys, focus groups, employee resource groups)
- Explore ways to provide employees with flexibility and control over their work
- Promote free, confidential mental health screenings such as Mental Health America's online screening tool

**Download Mental Health America's Workplace Mental Health Toolkit for more tips, tools and resources.**

CLICK TO LEARN MORE

## How We Can Help

The Brown & Brown Population Health & Well-Being consulting team works with employers to help increase employee engagement, reduce medical costs and increase productivity. Our experienced consultants provide customized solutions to address mental health and substance use issues, focused primarily on four key areas:

1. Mental and Behavioral Health Strategy
2. Educational Communications
3. Training, Webinars and Thought Leadership
4. Vendor Selection and Management

Because we recognize that mental health is a leading business issue for employers, our team created the **Mental Health Solution Toolkit*** to help employers support the mental health needs of employees and their families.

The toolkit is designed to help employers:

- **Quantify the impact** of behavioral health conditions on the organization (medical and Rx spend, prevalence rates, absenteeism)
- **Build a business case for action** and a strategic roadmap for addressing your organization's mental health needs
- **Address stigma and increase organizational awareness** of mental health symptoms and resources
- **Improve access** to low/no-cost resources for employees and their families

**The Mental Health Solution Toolkit and our Population Health & Well-Being consulting services are designed for employers with 200 or more employees.*

## Learn More

Connect with your local Brown & Brown representative or click here to learn more about our population health and well-being capabilities, including our **Mental Health Solution Toolkit** for employers.

## Register Today!

Please join us on **Tuesday, May 6, 2025, from 12-1 pm ET** for a mental health-focused webinar titled Grit. No Quit: 4 Keys to Building Mental Toughness and Unlocking the Endurance Mindset. Special guests include Brown & Brown President & CEO Powell Brown and Aaron Hunnel, MS, Founder of Comprehensive Health & Wellness.

**JOIN US ON**

Tuesday,
May 6, 2025
12-1 PM ET

REGISTER NOW →



# How Brown & Brown Can Help

Connect with our Brown & Brown team to learn about our knowledge in your industry, how we build our risk mitigation strategies and how we can aid your business in building a cost-saving program.

Brown & Brown

**Find Your Solution at BBrown.com**

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# Long Term Strategy for The City of Ormond Beach: Benefits Program

**Presented By:**

**Brown & Brown, Jessica Scott**

**Vice President**

**City of Ormond Beach, Claire Whitley**
**H.R. Director**

Brown & Brown INSURANCE

# FHC Renewal Proposal With No Changes

- Current Plans Effective October 1, 2014-2015
  - Total Annual Premium: $2,864,862
  - Annual City Cost: $2,014,309

- Renewal Plans with No Changes Effective October 1, 2015-2016
  - Total Annual Premium: $3,728,101
  - Annual City Cost: $2,621,324

**30% Increased cost to The City: $607,015**

City had budgeted for a 15% increase

Brown & Brown INSURANCE

CITY OF ORMOND BEACH FLORIDA

# What Warranted This Increase?

- Claims Paid out by FHC vs. Premiums Received = 100% Loss Ratio
  - Break Even for FHC is 80% loss ratio

- 9 Large Claimants Reported totaling **$1,244,048**
  - Large Claimants = 41% of all Claims Paid
  - Cancer, Hepatitis C, Renal Disease, and Heart Disease
  - Challenges in getting prognosis and treatments specifics

# Alternative Options Explored

- Fully Insured bids from Aetna, Humana, and United Healthcare
  - Annual increase 32%-43%

- Self-Funded Options
  - Annual increase 18%-40% at expected cost
  - Annual increase 39%-66% at maximum cost
  - Lasers for 5 high claimants - potential financial liability of almost $1 million

# Florida Healthcare Selected Plans for January 1, 2016-2017

- HSA Plan T94 & POS Plan T29
  - Total Annual Premium: $2,745,994
  - Annual City Cost: $1,967,796

**1.5% Increased cost to The City: $32,199**

- City Funded HSA Accounts at $1,350 per Employee: $297,912 Annually

**16% Increased cost to The City: $297,912**

# Florida Healthcare Selected Plans for January 1, 2016-2017

- HSA Plan T94
  - Total Annual Premium: $2,745,994
  - Annual City Cost: $1,967,796

**1.5% Increased cost to The City: $32,199**

- City Funded HSA Accounts at $1,350 per Employee: $297,912 Annually

**16% Increased cost to The City: $297,912**

- Overall Premium Increase for HSA Plan T94 & POS Plan T29 = 13%

**Average of 20% savings compared to alternative options explored**

Brown & Brown INSURANCE

CITY OF ORMOND BEACH FLORIDA

# Why Was the HSA Plan Selected?

***The City's goal is to provide a balance of the best quality health coverage, while maintaining affordable premiums within the City's budget***

- Achieved enough savings so that The City could fund employees' health savings accounts to offset the cost of the higher deductible

- Allows employees the opportunity to put pre-tax dollars into a health savings account to pay for medical expenses
  - What is not spent each year rolls over

# Why Was the HSA Plan Selected?

- Gives The City the ability to explore more creative options to fund employees' health savings accounts
- Employees can now see what the cost of services really are versus thinking it's just a copay
- As health care costs continue to rise, employers are looking for strategic and long term solutions to reduce costs while maintaining comprehensive plans for their employees

# Benchmarking:
# Other Local Cities Offering a HSA Plan

- City of Holly Hill
  - Funds $1,900 per employee annually
- City of Palm Cost
  - Funds $1,500 per employee annually
  - Up to $750 additional match for those with dependent coverage
- City of Daytona Beach
  - Funds close to $1,900 per employee annually

# Short Term Strategy

- Continuing to educate employees on using the HSA plan and bank account
- Offer tools to help employees become better consumers of their healthcare and lower their personal healthcare cost
  - Rx cost comparison websites
  - Workforce Wellness ($5 Copay)
  - Free Annual Physicals
  - Doctor on Demand ($40 Copay)
- Quarterly meetings between the City Manager, H.R. Department, Brown & Brown and FHC's top management
  - Discuss strategy to improve employees' experience and resources
  - Better understand claims and what measures to take to lower them
- Requested customized monthly and quarterly reports from FHC
  - Track employee's expenses as they relate to meeting deductibles and out of pocket costs on HSA plan
  - Understand status of large claims

# Future Strategy and Options

***The purpose of these meetings is to develop a five year strategy that encompasses the goals we have outlined and explores the following options:***

- Near-Site Employee Clinic
  - A free service to employees for primary and urgency care needs
  - Bid these services in 2016 to implement for 2017
  - Funds have already been budgeted to implement
- Customizing a POS Buy-Up plan
  - More affordable option for employees that prefer a traditional plan
  - Alternative solution for employees with dependent coverage
- Determine future HSA funding by The City

Brown & Brown INSURANCE

CITY OF ORMOND BEACH FLORIDA

# Feedback from City Commission

- Are there additional goals that we should be considering?

- What other information would you like us to provide at future meetings?

Brown & Brown INSURANCE®

DAYTONA BEACH

# City of Ormond Beach

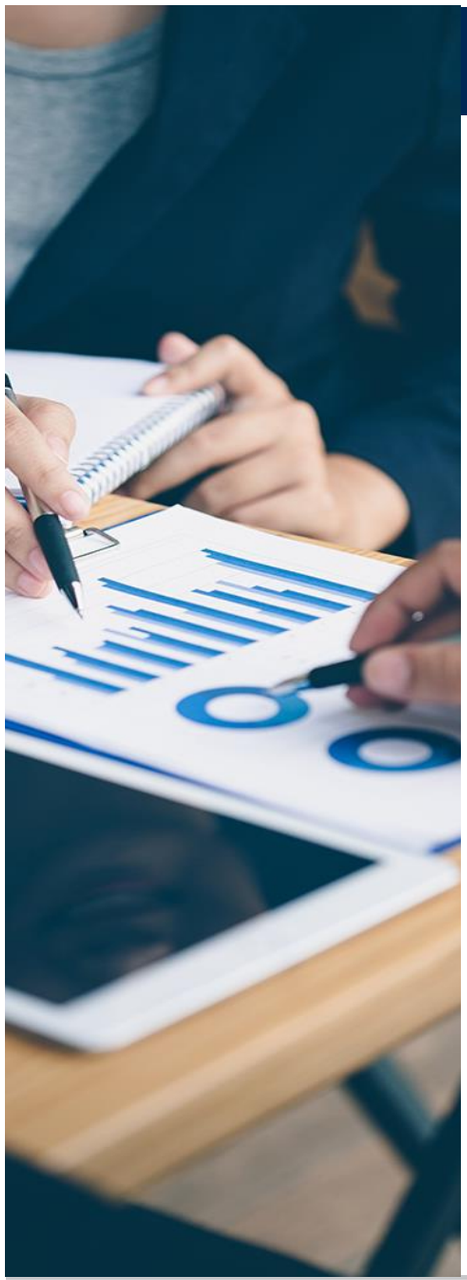
## Q4 2024 Health Plan Performance Summary



**Presented By**

**Jessica Scott**
**Senior Vice President**

*Presented by Brown & Brown of Florida, Inc.*



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2 Monthly Claims & Enrollment

3 Key Indicators

4 High Cost Medications

5 Large Claim Summary

# Executive Summary

| | Start Date | End Date |
|---|---|---|
| Current Period: | 1-Jan-24 | 1-Dec-24 |
| Prior Period: | 1-Jan-23 | 1-Dec-23 |

## Total Cost

| | |
|---|---|
| $2,613,330 | Gross Claim Cost |
| 7% | *Increase vs. Prior Period* |
| $3,330,171 | Total Paid Premium |
| 2% | *Increase vs. Prior Period* |
| 78% | Current 12 Month Loss Ratio |
| 75% | *Prior 12 Month Loss Ratio* |

## High Cost Claimants

| | |
|---|---|
| $1,532,687 | > $25,000 Paid (Med & Rx) |
| $1,380,504 | *Paid in Prior Period* |
| 22 | Claimants Exceeding $25,000 |
| 19 | *Claimants in Prior Period* |
| 59% | % of Total Claim Cost (Current) |
| 57% | % of Total Claim Cost (Prior) |

## Inpatient Facility

| | |
|---|---|
| 224 | Inpatient Days/1000 Members |
| 19% | *Increase vs. Prior Period* |
| 47 | Inpatient  Admission/ 1000 Members |
| 7% | *Increase vs. Prior Period* |
| 5 | Average Length of Inpatient Stay |
| 13.2% | *Increase vs. Prior Period* |

## Medical Financial Summary

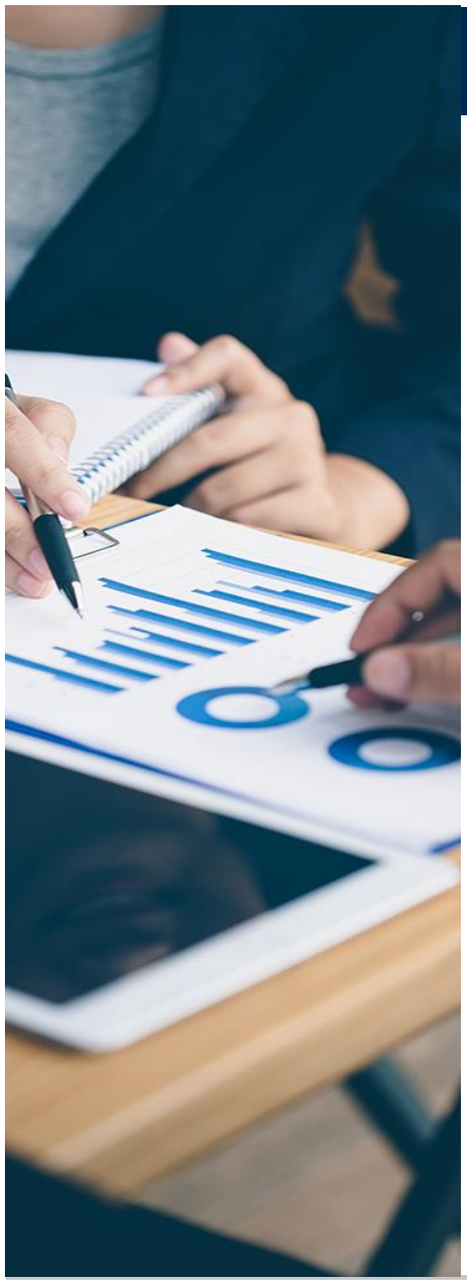
| | |
|---|---|
| $467,768 | Inpatient Spend |
| -35% | *Decrease vs. Prior Period* |
| $635,336 | Outpatient Spend |
| 20% | *Increase vs. Prior Period* |
| $803,643 | Professional & Clinic Spend |
| 11% | *Increase vs. Prior Period* |

## Pharmacy Financial Summary

| | |
|---|---|
| $519,097 | Current Pharmacy Spend |
| 54% | *Increase vs. Prior Period* |
| $388,137 | Cost of Top 10 Medications |
| 41% | *Increase vs. Prior Period* |
| 75% | Cost of Top 10 Medications as % of Total |
| 82% | *% of Total Spend in Prior Period* |

## Outpatient Facility

| | |
|---|---|
| 124 | Emergency Room Visits/1000 Members |
| 14% | *Increase vs. Prior Period* |
| 406 | Other Outpatient Visits/ 1000 Members |
| -4% | *Decrease vs. Prior Period* |
| 531 | Total Outpatient Visits/ 1000 Members |
| -1% | *Decrease vs. Prior Period* |



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# UW PAID CLAIM DETAIL

Florida Health Care Plans®
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## CITY OF ORMOND BEACH

| | START | END |
|---|---|---|
| PERIOD: | 202401 | 202412 |

PAID

| | | | ENROLLMENT | | PREMIUM | CAPITATION | | | FEE FOR SERVICES CLAIMS | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| GRPID | SBGRP | MONTH | CONTRACTS | MEMBERS | PREMIUM | CAPITATED | CLINIC | TOTAL CAP | IP | OP | PHYSICIAN | OTHER | TOTAL MEDICAL | PHARMACY | GRAND TOTAL | MLR |
| ALL ALL ALL | ALL | 202401 | 329 | 441 | $ 272,041 | $ 156 | $ 54,624 | $ 54,780 | $ 51,825 | $ 96,876 | $ 21,925 | $ 5,360 | $ 175,985 | $ 30,176 | $ 260,941 | 95.9% |
| | | 202402 | 330 | 441 | $ 272,242 | $ 221 | $ 38,652 | $ 38,873 | $ 88,270 | $ 38,779 | $ 11,656 | $ 4,231 | $ 142,936 | $ 38,219 | $ 220,028 | 80.8% |
| | | 202403 | 329 | 441 | $ 272,041 | $ 9 | $ 51,065 | $ 51,074 | $ 18,660 | $ 87,149 | $ 10,405 | $ 10,412 | $ 126,627 | $ 35,306 | $ 213,007 | 78.3% |
| | | 202404 | 331 | 447 | $ 274,714 | $ 341 | $ 52,613 | $ 52,954 | $ - | $ 52,134 | $ 19,283 | $ 5,578 | $ 76,995 | $ 25,325 | $ 155,274 | 56.5% |
| | | 202405 | 330 | 447 | $ 273,996 | $ 1,999 | $ 58,886 | $ 60,886 | $ 80,206 | $ 42,148 | $ 27,822 | $ 4,275 | $ 154,451 | $ 27,285 | $ 242,622 | 88.5% |
| | | 202406 | 333 | 451 | $ 276,746 | $ 1,393 | $ 41,275 | $ 42,668 | $ 23,905 | $ 58,911 | $ 14,845 | $ 5,798 | $ 103,458 | $ 32,342 | $ 178,468 | 64.5% |
| | | 202407 | 337 | 452 | $ 277,665 | $ 5,608 | $ 50,000 | $ 55,608 | $ 53,896 | $ 54,955 | $ 41,519 | $ 11,944 | $ 162,314 | $ 55,442 | $ 273,364 | 98.5% |
| | | 202408 | 341 | 458 | $ 281,582 | $ 3,580 | $ 53,165 | $ 56,745 | $ 55,576 | $ 30,704 | $ 23,098 | $ 21,682 | $ 131,060 | $ 55,627 | $ 243,432 | 86.5% |
| | | 202409 | 340 | 453 | $ 279,166 | $ 1,984 | $ 55,704 | $ 57,688 | $ 16,445 | $ 43,442 | $ 28,590 | $ 5,893 | $ 94,370 | $ 70,234 | $ 222,292 | 79.6% |
| | | 202410 | 343 | 457 | $ 281,784 | $ 1,600 | $ 41,350 | $ 42,950 | $ 34,793 | $ 55,852 | $ 22,250 | $ 10,862 | $ 123,757 | $ 71,930 | $ 238,636 | 84.7% |
| | | 202411 | 345 | 455 | $ 282,502 | $ 2,073 | $ 47,253 | $ 49,326 | $ 3,210 | $ 48,663 | $ 26,877 | $ 14,791 | $ 93,540 | $ 34,916 | $ 177,783 | 62.9% |
| | | 202412 | 348 | 461 | $ 285,692 | $ 3,043 | $ 57,164 | $ 60,207 | $ 40,981 | $ 16,219 | $ 24,122 | $ 3,658 | $ 84,980 | $ 42,295 | $ 187,482 | 65.6% |
| **GRAND TOTAL** | | | **4,036** | **5,404** | **$ 3,330,171** | **$ 22,008** | **$ 601,751** | **$ 623,758** | **$ 467,768** | **$ 625,832** | **$ 272,393** | **$ 104,482** | **$ 1,470,475** | **$ 519,097** | **$ 2,613,330** | **78.5%** |
| 00F128 TF4 POS | ALL | 202401 | 60 | 172 | $ 78,773 | $ 2 | $ 22,463 | $ 22,465 | $ 51,825 | $ 28,054 | $ 14,099 | $ 1,816 | $ 95,794 | $ 26,115 | $ 144,374 | 183.3% |
| | | 202402 | 59 | 170 | $ 77,537 | $ 158 | $ 17,494 | $ 17,652 | $ 28,488 | $ 13,410 | $ 7,132 | $ 2,600 | $ 51,631 | $ 32,062 | $ 101,344 | 130.7% |
| | | 202403 | 60 | 172 | $ 78,773 | $ 4 | $ 20,794 | $ 20,798 | $ 18,660 | $ 38,890 | $ 8,119 | $ 8,656 | $ 74,325 | $ 26,351 | $ 121,475 | 154.2% |
| | | 202404 | 62 | 178 | $ 81,445 | $ 21 | $ 19,969 | $ 19,990 | $ - | $ 44,319 | $ 10,804 | $ 3,074 | $ 58,197 | $ 16,462 | $ 94,650 | 116.2% |
| | | 202405 | 62 | 179 | $ 81,445 | $ 1,131 | $ 29,963 | $ 31,094 | $ 5,796 | $ 18,522 | $ 21,485 | $ 2,933 | $ 48,736 | $ 17,256 | $ 97,087 | 119.2% |
| | | 202406 | 64 | 182 | $ 83,478 | $ 1,144 | $ 20,618 | $ 21,763 | $ 3,996 | $ 3,761 | $ 6,770 | $ 1,708 | $ 16,235 | $ 19,063 | $ 57,060 | 68.4% |
| | | 202407 | 63 | 178 | $ 81,523 | $ 3,653 | $ 28,329 | $ 31,982 | $ 20,857 | $ 22,469 | $ 28,006 | $ 3,492 | $ 74,823 | $ 41,881 | $ 148,686 | 182.4% |
| | | 202408 | 61 | 178 | $ 80,411 | $ 1,257 | $ 30,426 | $ 31,683 | $ 55,576 | $ 22,690 | $ 12,946 | $ 8,047 | $ 99,259 | $ 42,621 | $ 173,563 | 215.8% |
| | | 202409 | 58 | 171 | $ 76,557 | $ 793 | $ 16,289 | $ 17,082 | $ 16,445 | $ 9,462 | $ 18,085 | $ 2,944 | $ 46,937 | $ 25,446 | $ 89,465 | 116.9% |
| | | 202410 | 59 | 173 | $ 77,738 | $ 532 | $ 12,558 | $ 13,090 | $ - | $ 16,665 | $ 9,058 | $ 5,828 | $ 31,551 | $ 27,319 | $ 71,960 | 92.6% |
| | | 202411 | 58 | 168 | $ 76,301 | $ 664 | $ 14,624 | $ 15,288 | $ - | $ 3,893 | $ 12,130 | $ 5,375 | $ 21,397 | $ 24,552 | $ 61,237 | 80.3% |
| | | 202412 | 60 | 173 | $ 78,773 | $ 1,553 | $ 27,320 | $ 28,873 | $ 15,578 | $ 1,051 | $ 12,699 | $ 1,424 | $ 30,752 | $ 26,507 | $ 86,131 | 109.3% |
| **GRAND TOTAL** | | | **726** | **2,094** | **$ 952,754** | **$ 10,912** | **$ 260,849** | **$ 271,761** | **$ 217,222** | **$ 223,183** | **$ 161,333** | **$ 47,899** | **$ 649,637** | **$ 325,634** | **$ 1,247,032** | **130.9%** |
| 00I128 TI4 POS | ALL | 202401 | 269 | 269 | $ 193,268 | $ 155 | $ 32,161 | $ 32,315 | $ - | $ 68,822 | $ 7,826 | $ 3,543 | $ 80,191 | $ 4,061 | $ 116,567 | 60.3% |
| | | 202402 | 271 | 271 | $ 194,705 | $ 64 | $ 21,158 | $ 21,221 | $ 59,782 | $ 25,369 | $ 4,524 | $ 1,630 | $ 91,305 | $ 6,157 | $ 118,684 | 61.0% |
| | | 202403 | 269 | 269 | $ 193,268 | $ 5 | $ 30,271 | $ 30,276 | $ - | $ 48,260 | $ 2,286 | $ 1,756 | $ 52,302 | $ 8,955 | $ 91,532 | 47.4% |
| | | 202404 | 269 | 269 | $ 193,268 | $ 320 | $ 32,644 | $ 32,964 | $ - | $ 7,815 | $ 8,479 | $ 2,504 | $ 18,798 | $ 8,863 | $ 60,624 | 31.4% |
| | | 202405 | 268 | 268 | $ 192,551 | $ 868 | $ 28,923 | $ 29,791 | $ 74,410 | $ 23,626 | $ 6,337 | $ 1,342 | $ 105,715 | $ 10,029 | $ 145,535 | 75.6% |
| | | 202406 | 269 | 269 | $ 193,268 | $ 249 | $ 20,656 | $ 20,905 | $ 19,908 | $ 55,150 | $ 8,076 | $ 4,089 | $ 87,224 | $ 13,279 | $ 121,408 | 62.8% |
| | | 202407 | 274 | 274 | $ 196,142 | $ 1,955 | $ 21,671 | $ 23,626 | $ 33,039 | $ 32,486 | $ 13,514 | $ 8,452 | $ 87,490 | $ 13,562 | $ 124,678 | 63.6% |
| | | 202408 | 280 | 280 | $ 201,172 | $ 2,323 | $ 22,739 | $ 25,062 | $ - | $ 8,015 | $ 10,152 | $ 13,635 | $ 31,801 | $ 13,007 | $ 69,870 | 34.7% |
| | | 202409 | 282 | 282 | $ 202,609 | $ 1,191 | $ 39,415 | $ 40,606 | $ - | $ 33,980 | $ 10,505 | $ 2,948 | $ 47,433 | $ 44,788 | $ 132,827 | 65.6% |
| | | 202410 | 284 | 284 | $ 204,045 | $ 1,068 | $ 28,792 | $ 29,860 | $ 34,793 | $ 39,188 | $ 13,191 | $ 5,034 | $ 92,206 | $ 44,611 | $ 166,677 | 81.7% |
| | | 202411 | 287 | 287 | $ 206,201 | $ 1,409 | $ 32,629 | $ 34,038 | $ 3,210 | $ 44,770 | $ 14,747 | $ 9,416 | $ 72,143 | $ 10,364 | $ 116,546 | 56.5% |
| | | 202412 | 288 | 288 | $ 206,919 | $ 1,490 | $ 29,844 | $ 31,334 | $ 25,404 | $ 15,168 | $ 11,423 | $ 2,234 | $ 54,228 | $ 15,789 | $ 101,350 | 49.0% |
| **GRAND TOTAL** | | | **3,310** | **3,310** | **$ 2,377,417** | **$ 11,096** | **$ 340,902** | **$ 351,997** | **$ 250,546** | **$ 402,649** | **$ 111,060** | **$ 56,583** | **$ 820,838** | **$ 193,463** | **$ 1,366,298** | **57.5%** |

# UW PAID MEMBER DETAIL

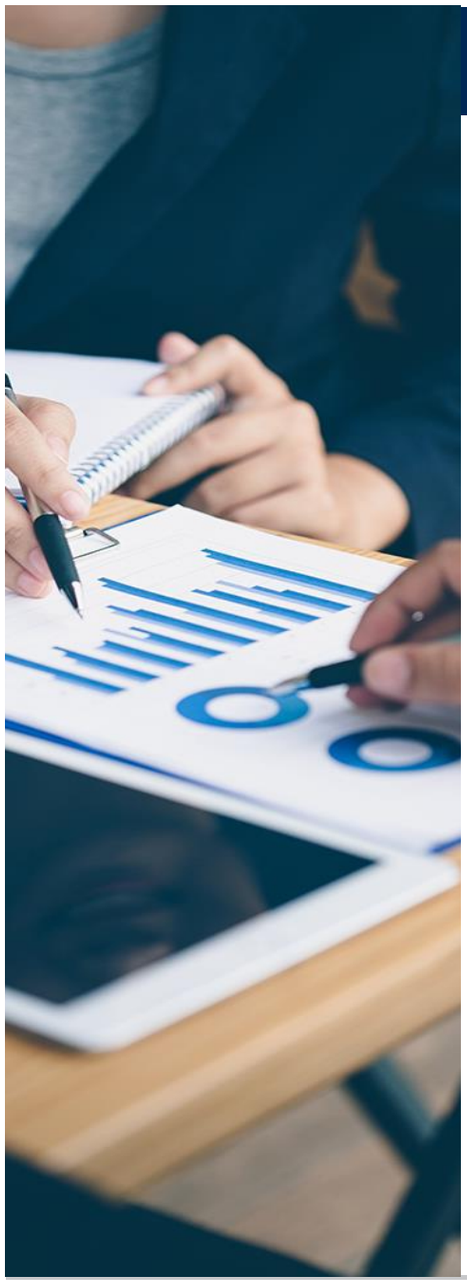
Florida Health Care Plans®
An Independent Licensee of the Blue Cross and Blue Shield Association

## CITY OF ORMOND BEACH

| | START | END |
|---|---|---|
| PERIOD: | 202401 | 202412 |

PAID

| | | | SUBSCRIBER COUNT | | | | MEMBER COUNT | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| GRPID | SBGRP | MONTH | EMP ONLY | EMP & SPOUSE | EMP & CHILDREN | FAMILY | EMP ONLY | EMP & SPOUSE | EMP & CHILDREN | FAMILY |
| ALL<br>ALL<br>ALL | ALL | 202401 | 269 | 25 | 12 | 23 | 269 | 50 | 38 | 84 |
| | | 202402 | 271 | 24 | 12 | 23 | 271 | 48 | 38 | 84 |
| | | 202403 | 269 | 24 | 13 | 23 | 269 | 48 | 40 | 84 |
| | | 202404 | 269 | 25 | 13 | 24 | 269 | 50 | 40 | 88 |
| | | 202405 | 268 | 24 | 14 | 24 | 268 | 48 | 43 | 88 |
| | | 202406 | 269 | 25 | 15 | 24 | 269 | 50 | 44 | 88 |
| | | 202407 | 273 | 26 | 14 | 24 | 273 | 51 | 41 | 87 |
| | | 202408 | 280 | 24 | 12 | 25 | 280 | 48 | 38 | 92 |
| | | 202409 | 282 | 21 | 12 | 25 | 282 | 42 | 37 | 92 |
| | | 202410 | 284 | 21 | 14 | 24 | 284 | 42 | 43 | 88 |
| | | 202411 | 287 | 21 | 14 | 24 | 287 | 42 | 43 | 83 |
| | | 202412 | 288 | 22 | 15 | 23 | 288 | 44 | 46 | 83 |
| GRAND TOTAL | | | **3,309** | **282** | **160** | **285** | **3,309** | **563** | **492** | **1,041** |
| 00F128<br>TF4 POS | ALL | 202401 | - | 25 | 12 | 23 | - | 50 | 38 | 84 |
| | | 202402 | - | 24 | 12 | 23 | - | 48 | 38 | 84 |
| | | 202403 | - | 24 | 13 | 23 | - | 48 | 40 | 84 |
| | | 202404 | - | 25 | 13 | 24 | - | 50 | 40 | 88 |
| | | 202405 | - | 24 | 14 | 24 | - | 48 | 43 | 88 |
| | | 202406 | - | 25 | 15 | 24 | - | 50 | 44 | 88 |
| | | 202407 | - | 25 | 14 | 24 | - | 49 | 41 | 87 |
| | | 202408 | - | 24 | 12 | 25 | - | 48 | 38 | 92 |
| | | 202409 | - | 21 | 12 | 25 | - | 42 | 37 | 92 |
| | | 202410 | - | 21 | 14 | 24 | - | 42 | 43 | 88 |
| | | 202411 | - | 21 | 14 | 23 | - | 42 | 43 | 83 |
| | | 202412 | - | 22 | 15 | 23 | - | 44 | 46 | 83 |
| GRAND TOTAL | | | **-** | **281** | **160** | **285** | **-** | **561** | **492** | **1,041** |
| 00I128<br>TI4<br>POS | ALL | 202401 | 269 | - | - | - | 269 | - | - | - |
| | | 202402 | 271 | - | - | - | 271 | - | - | - |
| | | 202403 | 269 | - | - | - | 269 | - | - | - |
| | | 202404 | 269 | - | - | - | 269 | - | - | - |
| | | 202405 | 268 | - | - | - | 268 | - | - | - |
| | | 202406 | 269 | - | 0 | - | 269 | - | 0 | - |
| | | 202407 | 273 | 1 | 0 | - | 273 | 1 | 0 | - |
| | | 202408 | 280 | - | - | - | 280 | - | - | - |
| | | 202409 | 282 | - | - | - | 282 | - | - | - |
| | | 202410 | 284 | - | - | - | 284 | - | - | - |
| | | 202411 | 287 | - | - | - | 287 | - | - | - |
| | | 202412 | 288 | - | - | - | 288 | - | - | - |
| GRAND TOTAL | | | **3,309** | **1** | **0** | **-** | **3,309** | **1** | **0** | **-** |



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# UTIL & COST KEY INDICATOR

Florida Health Care Plans®
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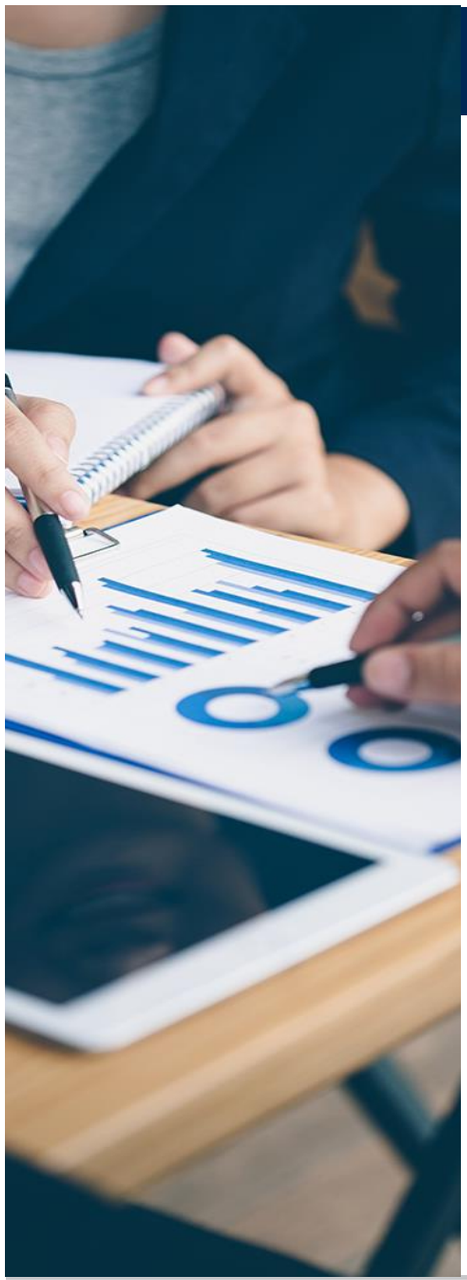
## CITY OF ORMOND BEACH

| PAID | START | 202301 | 202401 |
|---|---|---|---|
| | END | 202312 | 202412 |

| | PERIOD 1 | PERIOD 2 | % (+/-) | DIFFERENCE |
|---|---|---|---|---|
| **AVERAGE ENROLLMENT** | | | | |
| Subscribers | 325 | 336 | 3.5% | |
| Members | 450 | 450 | 0.2% | |
| **ENROLLMENT MONTHS** | | | **(Decr)** | |
| Subscribers | 3,900 | 4,036 | 3.5% | |
| Members | 5,396 | 5,404 | 0.2% | |
| | | | | |
| **PAYMENTS** | | | | |
| Inpatient Facility | $ 714,430 | $ 467,768 | -34.5% | $ (246,662) |
| Outpatient Facility | $ 531,122 | $ 635,336 | 19.6% | $ 104,214 |
| Total Facility | $ 1,245,552 | $ 1,103,103 | -11.4% | $ (142,449) |
| | | | | |
| Professional | $ 721,391 | $ 803,643 | 11.4% | $ 82,253 |
| Capitation | $ 6,238 | $ 22,008 | 252.8% | $ 15,770 |
| Other (DME, MedInj, Ambulance, etc.) | $ 125,799 | $ 165,478 | 31.5% | $ 39,680 |
| Pharmacy | $ 336,016 | $ 519,097 | 54.5% | $ 183,081 |
| **GRAND TOTAL** | **$ 2,434,996** | **$ 2,613,330** | **7.3%** | **$ 178,335** |
| | | | | |
| **PAYMENTS PMPM** | | | | |
| Inpatient Facility | $ 132.39 | $ 86.55 | -34.6% | $ (45.84) |
| Outpatient Facility | $ 98.42 | $ 117.56 | 19.4% | $ 19.13 |
| TOTAL FACILITY | $ 230.82 | $ 204.11 | -11.6% | $ (26.71) |
| | | | | |
| Professional | $ 133.68 | $ 148.70 | 11.2% | $ 15.02 |
| Capitation | $ 1.16 | $ 4.07 | 252.3% | $ 2.92 |
| Other (DME, MedInj, Ambulance, etc.) | $ 23.31 | $ 30.62 | 31.3% | $ 7.31 |
| Pharmacy | $ 62.27 | $ 96.05 | 54.3% | $ 33.78 |
| **TOTAL PROFESSIONAL** | **$ 451.23** | **$ 483.55** | **7.2%** | **$ 32.31** |
| | | | | |
| **OTHER KEY PAYMENT INDICATORS:** | | | | |
| Inpatient Payments Per Day | $ 8,405.06 | $ 4,631.36 | -44.9% | $ (3,773.70) |
| Inpatient Payments Per Admission | $ 35,721.50 | $ 22,274.65 | -37.6% | $ (13,446.85) |
| Outpatient Payments/Visit | $ 2,213.01 | $ 2,658.31 | 20.1% | $ 445.30 |
| Professional Payments/Procedure | $ 136.25 | $ 163.53 | 20.0% | $ 27.28 |
| Pharmacy Payments/Script | $ 79.31 | $ 112.63 | 42.0% | $ 33.32 |
| | | | | |
| **INPATIENT FACILITY** | | | | |
| Inpatient Days/1000 Members | 189 | 224 | 18.6% | $ 35.24 |
| Inpatient Admissions/1000 Members | 44 | 47 | 4.8% | $ 2.15 |
| Average Length of Inpatient Stay | 4.25 | 4.81 | 13.2% | $ 0.56 |
| | | | | |
| SNF Days/1000 Members | 0 | 0 | 0.0% | $ - |
| SNF Admissions/1000 Members | 0 | 0 | 0.0% | $ - |
| Average Length of SNF Stay | 0.00 | 0.00 | 0.0% | $ - |
| **OUTPATIENT FACILITY** | | | | |
| Emer. Rm Visits/1000 Members | 109 | 124 | 14.1% | $ 15.38 |
| Other Outpatient Visits/1000 Members | 425 | 406 | -4.3% | $ (18.41) |
| Total Outpatient Visits/1000 Members | 534 | 531 | -0.6% | $ (3.03) |
| **PHYSICIAN** | | | | |
| Professional Services/1000 Members | 9,793 | 9,430 | -3.7% | $ (363.44) |



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# RX TOP 10

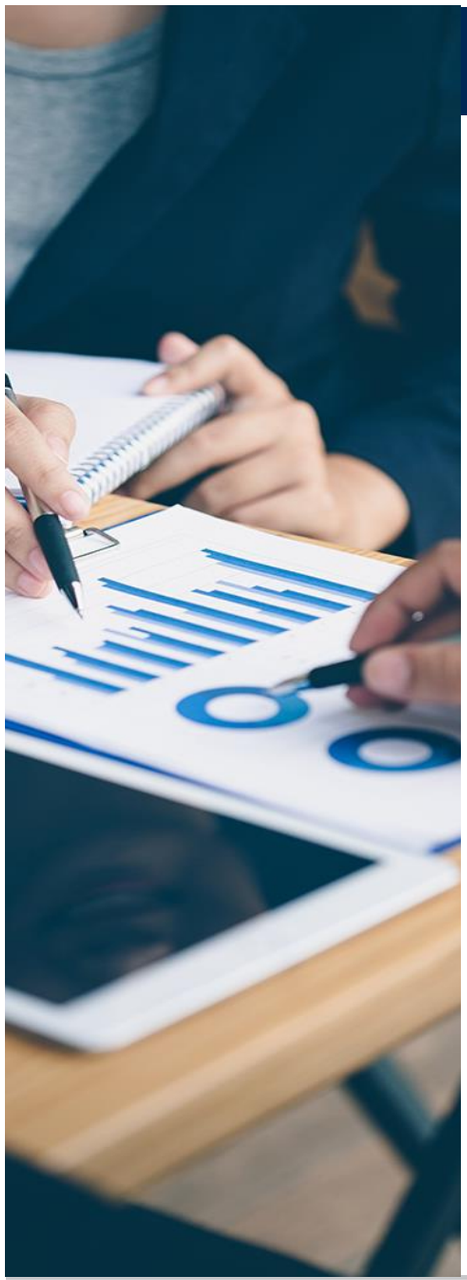
Florida Health Care Plans®

An Independent Licensee of the Blue Cross and Blue Shield Association

## CITY OF ORMOND BEACH

| | |
|---|---|
| START | 202401 |
| END | 202412 |

| ORDER | DRUGNAME | SCRIPT COUNT | PAID |
|---|---|---|---|
| 1 | VERZENIO | 8 | $ 112,306 |
| 2 | TUKYSA | 6 | $ 56,872 |
| 3 | OLUMIANT | 12 | $ 43,450 |
| 4 | DUPIXENT | 13 | $ 32,793 |
| 5 | MEKINIST | 2 | $ 28,909 |
| 6 | TAFINLAR | 2 | $ 26,629 |
| 7 | RINVOQ | 4 | $ 23,036 |
| 8 | ENBREL | 10 | $ 22,932 |
| 9 | ELIQUIS | 45 | $ 22,926 |
| 10 | BYDUREON | 37 | $ 18,284 |



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# CITY OF ORMOND BEACH

LARGE CLAIMANT DETAIL

START 202401
END 202412

| NBR | RELCD | DIAG DESC | IP | OP | PROF | OTHER | RX | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 1 | Self | Malignant melanoma of other part of trunk | 59,111 | 167,299 | 20,100 | 8,853 | 56,963 | 312,326 |
| 2 | Spouse | Secondary malignant neoplasm of brain | 37,302 | 90,106 | 33,373 | 4,436 | 74,194 | 239,411 |
| 3 | Self | Encounter for antineoplastic chemotherapy | - | 4,354 | 1,146 | 167 | 112,323 | 117,990 |
| 4 | Spouse | Cerebral infrc due to thombos of left middle cerebral artery | 70,486 | - | 8,834 | 1,001 | 2,474 | 82,795 |
| 5 | Self | Encounter for attention to colostomy | 61,770 | 1,094 | 8,348 | 597 | 468 | 72,277 |
| 6 | Self | Radiculopathy, cervical region | 8,670 | 41,277 | 15,160 | 3,229 | 1,468 | 69,806 |
| 7 | Spouse | Sarcoid myocarditis | - | 10,806 | 21,433 | 2,480 | 32,613 | 67,332 |
| 8 | Spouse | Squamous cell carcinoma of skin of left lower limb, including hip | - | 36,313 | 16,923 | 1,284 | 655 | 55,175 |
| 9 | Self | Non-ST elevation (NSTEMI) myocardial infarction | 46,646 | - | 7,402 | 2 | 202 | 54,252 |
| 10 | Spouse | Calculus of gallbladder w acute cholecyst w/o obstruction | 47,081 | - | 5,749 | 298 | 223 | 53,351 |
| 11 | Self | Displaced trimalleolar fracture of left lower leg, init | 33,039 | 13,090 | 4,030 | 1,479 | - | 51,638 |
| 12 | Self | Testicular hypofunction | - | - | 1,202 | 33 | 43,607 | 44,842 |
| 13 | Self | Transient cerebral ischemic attack, unspecified | 28,488 | - | 5,740 | 1,828 | 4,014 | 40,071 |
| 14 | Self | TYPE 2 DIABETES MELLITUS WITH KETOACIDOSIS WITHOUT COMA | 19,298 | - | 8,945 | 1,874 | 7,196 | 37,313 |
| 15 | Self | Acute pharyngitis, unspecified | - | - | 412 | 193 | 32,899 | 33,503 |
| 16 | Self | Unspecified atrial fibrillation | 19,908 | 362 | 1,543 | 7,792 | 3,759 | 33,365 |
| 17 | Spouse | Generalized anxiety disorder | - | 6,161 | 17,517 | 3,879 | 2,297 | 29,853 |
| 18 | Self | Tachycardia, unspecified | - | 17,029 | 7,455 | 4,923 | 205 | 29,611 |
| 19 | Self | Displaced transverse fx shaft of humerus, left arm, init | - | 25,548 | 1,085 | 2,045 | - | 28,678 |
| 20 | Spouse | Pre-existing diabetes mellitus, type 2, in childbirth | 15,578 | 3,111 | 6,830 | 1,836 | 166 | 27,520 |
| 21 | Self | Type 2 diabetes mellitus with hyperglycemia | - | - | 6,801 | 6,733 | 12,929 | 26,462 |
| 22 | Dependent | Major depressv disorder, recurrent severe w/o psych features | 9,792 | 12,088 | 2,518 | 2 | 716 | 25,116 |

**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.**

## Jessica Scott, Senior Vice President

Jessica Scott will serve as the primary contact (Account Executive) for The City of Ormond Beach and will work together with the assigned team at Brown & Brown to ensure needs are being met on a daily basis. Jessica has 20 years of benefits consulting experience with Brown & Brown, in the Account Executive role. Prior to Brown & Brown, Jessica worked for a technology company in sales from the time she graduated college until starting her career at Brown & Brown. Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans; including, but not limited to, plan design strategy, funding alternatives, implementation, administration, Board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide public entity clients for the duration of her career. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her Florida Life & Health (2-15) License.

Areas of specialization include but are not limited to:

- Annual renewal strategy/negotiations
- Managing RFP process for benefits program
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Committees, Unions, etc.
- Quarterly claims reviews to include Executive Summaries and recommendations to accomplish budgetary goals
- Customized FHCP reports and programs specific to FHCP's client's goals
- Management of high deductible health plans
- Educating on new products and trends in the marketplace
- Compliance oversight
- Wellness program design, implementation, and ongoing initiatives
- Benefit technology vender selection, implementation and on-going support
- Transitioning clients from fully insured to self-funded health plans and assessing financial feasibility
- Onsite/near-site clinic consulting to include RFP process, vendor selection, and ongoing coordination between clinic vendor and health plan
- Retiree benefit consulting/Medicare education and enrollment assistance
- Open enrollment/new hire planning and presentations

## J. Hyatt Brown CPCU, CLU – Chairman of the Board

Mr. Hyatt Brown was our Chief Executive Officer from 1993 to 2009 and our President from 1993 to December 2002 and served as President and Chief Executive Officer of our predecessor corporation from 1961 to 1993. He was a member of the Florida House of Representatives from 1972 to 1980 and Speaker of the House from 1978 to 1980. Mr. Brown served on the Board of Directors of International Speedway Corporation, a publicly held company, until 2019, and he previously served on the Board of Directors of Verisk Analytics, Inc. (formerly Insurance Services Office). Mr. Brown is a member of the Board of Trustees of Stetson University, of which he is a past Chairman, and the Florida Council of 100. Mr. Hyatt Brown's sons, J. Powell Brown and P. Barrett Brown, are employed by us as President and Chief Executive Officer, and as Executive Vice President and President – Retail Segment, respectively. His son, J. Powell Brown, has served as a director since October 2007.

## J. Powell Brown, CPCU – Chief Executive Officer

Mr. Powell Brown was named Chief Executive Officer in July 2009. He has been our President since January 2007 and was appointed to be a director in October 2007. Prior to 2007, he served as one of our Regional Executive Vice Presidents starting in 2002. Mr. Brown was previously responsible for overseeing certain or all parts of our segments and worked in various capacities throughout the Company since joining us in 1995. Powell serves on the board of Camp Boggy Creek, a non-profit camp for chronically ill children. He is a member of the board of trustees of The Institutes and serves as secretary of The Council board (formerly CIAB). He is also on The Juilliard School Board of Trustees. He is the son of our Chairman, J. Hyatt Brown, and the brother of P. Barrett Brown, our Executive Vice President and President – Retail Segment.

## P. Barrett Brown – President of Retail Segment

As president of the Retail segment, Barrett Brown is responsible for leading Brown & Brown's growing number of retail offices across the country and in select global markets. He also oversees Brown & Brown University, the company's technical sales, service and leadership training program that provides vital training for Brown & Brown teammates throughout the organization. Barrett began his insurance career in the commercial account department at Chubb Group of Insurance Companies in 1996 before transitioning to Brown & Brown in 1999. During his time with the company, he has led various Brown & Brown entities and continues to serve as a Retail regional president with offices in Florida, Georgia, Massachusetts, Missouri, Wisconsin and Ireland.

Barrett's emphasis has been on revamping marketing infrastructure and improving business development efforts for the Retail segment. He has a disciplined focus on doing what is best for our customers and is driven to deliver agile solutions and improved customer experiences today and into the future. Barrett believes that teammates are the lifeblood of our business. He remains true to the Brown & Brown vision of being in the people recruiting and enhancing business, which includes finding talent, mentoring and aligning teammates across the business and giving them the opportunity to grow and succeed within the organization. He resides in Georgia with his wife and two children.

Barrett is a graduate of the University of Florida.

## Steve Farmer, Executive Vice President

Steve Farmer is responsible for Brown & Brown's Daytona Beach office including sales, service, and operations. Steve has over 25 years of insurance industry experience with Brown & Brown and has worked with many public entities over his career. Steve will serve as a resource in expediting the resolution of any critical matters with top management at the insurance companies on behalf of our customers and their employees. Steve is the only Key Personnel contact listed with authority to enter into a contract on behalf of the company.

## Matt Montgomery, Sales Leader

Matt Montgomery leads the Brown & Brown Sales team with almost 20 years of experience in Federal and State Government and more than a decade representing Florida Local Government Property, Casualty and Employee Benefits Programs. Matt is particularly adept at aiding clients with presentations to executive staff and elected officials in order to achieve programmatic objectives around budget, plan administration, long term vision, and industry trends. As part of his duties as Sales Leader, Matt not only drives strategic sales initiatives but also mentors and develops his sales team, equipping them with the knowledge and skills needed to deliver outstanding benefit solutions. Mr. Montgomery earned his bachelor's degree in philosophy from Florida State University. He holds his Florida 2-15 Life, Health and Variable Annuities as well as 2-20 General Lines Agents license.

## Mike Rusin, Employee Benefits Leader – Daytona Beach

Mike Rusin is responsible for the overall performance of the Daytona Beach Employee Benefits Division. The team consists of about 50 teammates focusing on Service, Analytics, Marketing, Enrollment/Implementation and Wellness. Mike has been with Brown & Brown since 2015. Prior to Brown & Brown, Mike spent 5 years with JPMorgan Chase in various operational and leadership roles. He is originally from Georgia, where he attended Georgia State University and obtained his bachelor's degree in political science. Mike serves on the Board of Directors for Port Orange – South Daytona Rotary Club and on an advisory committee for Salty Family Services, a non-profit based in Ormond Beach, FL. Mike holds a Florida Insurance license for Life, Variable Annuities & Health

## Laurie Nelson, Service Leader

Laurie Nelson serves as our Service Leader and has over 24 years of insurance industry experience. She will assist with any escalated service issues and will ensure access to the dedicated Account Manager someone to solve problems for the city's employees or retirees. Laurie started her insurance career in 1994 with a local TPA as an Account Manager. Brown & Brown purchased the TPA and Laurie moved into an Account Manager role with Brown & Brown for 10 years. She was promoted to Service Manager with Brown & Brown 8 years ago and continues to lead the Account Management team today in this role.

## Theresa Muscovitz, Sr. Account Manager

Theresa Muscovitz will serve as the dedicated Account Manager City of Ormond Beach, acting as the primary point of contact for all day-to-day needs and concerns. She is committed to providing personalized support and ensuring a smooth experience for every member of the City. Whether it's addressing billing issues, navigating claims appeals, resolving pharmacy denials or delays, answering eligibility questions, or offering clear explanations of benefits and services, Theresa will

be there every step of the way. Her goal is to offer timely, efficient, and reliable assistance, making sure all matters are handled with care and attention. You can count on Theresa to provide the expertise and support needed to resolve any issues and help you understand the details of your benefits.

## Christina Higgs, Analytical Consultant

Christina Higgs is an Analytical Consultant with the goal of delivering health plan data in a meaningful way. She joined the Analytics team 5 years ago and consults with a book of self-funded clients ranging from 100 to 1,500 lives. Christina analyzes performance on a monthly, quarterly, and annual claim basis where she measures plan performance against plan funding and identifies cost drivers and trends. She also analyzes group demographics, plan valuations, benchmarking, and manages state filings. Christina consults on renewal strategy, working with our actuarial team on financial projections and plan design recommendations or carrier network changes when needed. She has experience navigating reporting portals, working with carrier contacts directly to get the data needed, and managing our data warehouse. She has always called Florida home. Prior to Brown & Brown Christina served her community as an educator specializing in mathematics. She earned her bachelor's degree at the University of Central Florida and holds a Florida Life & Health (2-15) License.

## Amy Cannon, Compliance Liaison

Amy Cannon leads our Compliance Department and services as a compliance liaison with our National Regulatory and Legislative Strategy Team. Amy brings a wealth of expertise to her role, with a solid foundation of 7 years in Employee Benefits. Known for her meticulous attention to detail and a proactive approach, she is skilled at identifying potential compliance issues before they arise and ensuring that operations run smoothly, ethically, and efficiently. With a keen eye for detail and a passion for regulatory adherence, she monitors local, state, and national compliance regulations. Her leadership skills have enabled her to effectively train teams, conduct audits, and mitigate risks, while fostering a culture of compliance with our customers. Amy came to Brown & Brown in 2018 after managing a dental practice in the local area. She works continuously on developing ways to grow her team while simultaneously contributing to the collaboration of strengthening our local presence. Amy holds the Florida 2-15 Life & Health License.

## Sonya Murphy, Senior Implementation Specialist

Sonya Murphy will be the dedicated Implementation Specialist. Her responsibilities will focus in and around the time of open enrollment but will also engage new employees per the direction of Katmai. Sonya has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. She is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as required during open enrollment. Sonya holds the Florida 2-15 Life & Health License

## Ashley Diaz, Population Health Consultant

Ashley Diaz is a member of Brown & Brown's National Population Health team. She brings over 7 years of experience consulting in workforce wellness, health, and productivity in the middle-market. Ashley has worked with employers in every major industry with workforces ranging from 100 to 10,000 employees. Ashley is certified through the Wellness Council of America (WELCOA) and holds a Florida Life & Health (2-15) License. She earned a B.A. in Communication and Media Studies from Stetson University. Prior to joining the Brown & Brown team, Ashley spent 3 years in Human Resource Information system (HRIS) consulting and training.

***Specialization includes:***

- Analyzing employers' cost and productivity drivers, and current programs and resources to identify areas of opportunity
- Implementing innovative evidence-based solutions
- Identifying barriers that prevent employees from thriving across all dimensions of wellbeing

## Lindsey McClammy, Brokerage Leader

Lindsey McClammy oversees the employee benefits brokerage/marketing team. Over the past 14 years, she has served as the department's small business leader, then as senior marketing analyst, and subsequently developed into a leader with strong carrier relationships to get deals done for our clients. Lindsey earned her Bachelor of Arts in Communications from the University of West Florida and holds a Florida Life & Health (2-15) License along with licenses throughout the US.

Areas of specialization include:

- Fully Insured and Self-Funded RFP specifications
- Carrier negotiations
- New carrier relationship development
- Contribution modeling and develop customized ad hoc reports with insurance carriers to help
- facilitate with plan decisions throughout the year
- Conduct annual benefit survey of other local companies, which includes level of benefits and
- Premiums

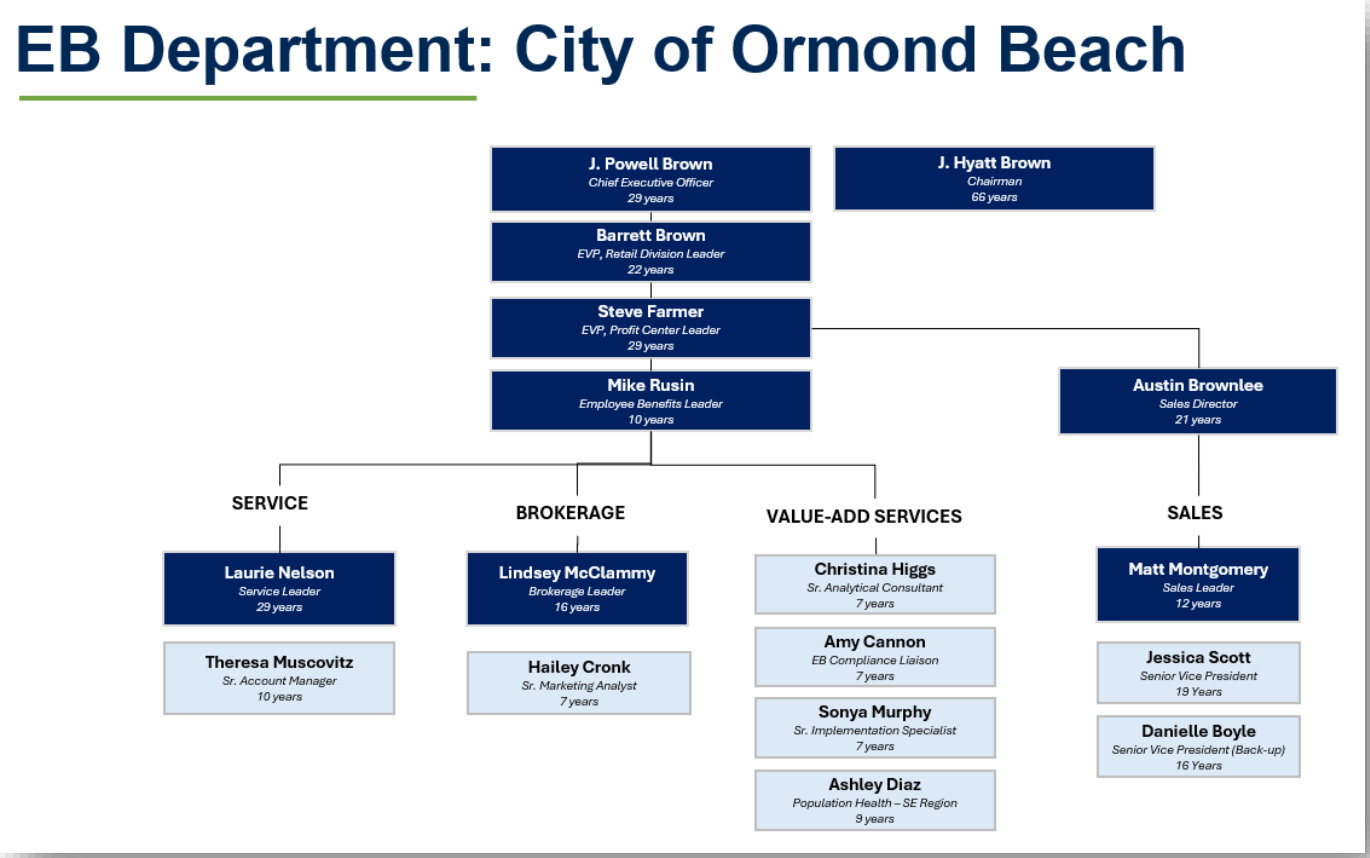
## Hailey Cronk, Sr. Marketing Analyst

Hailey Cronk is one of our Senior Market Analysts, she's responsible for managing a book of business in the large market segment, specializing in self-funded employers over 1,000 lives. She is responsible for negotiating terms and pricing with carriers, evaluating coverage options for clients, and facilitating the overall renewal process. Hailey has been with Brown & Brown since 2018. Prior to Brown & Brown, she attended the University of North Florida and obtained her bachelor's degree in business administration. Hailey holds a 2-15 Florida Insurance license for Life, Variable Annuities & Health and a Group Benefits Disability Specialist certification.

**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, in the state of Florida, with a similar scope of service.**

See organizational chart below to view each team member's years of experience.

**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.**

| | |
|---|---|
| **Name:** | Julie A. Christine, PHRP, CPM |
| **Title:** | Human Resources Director |
| **Company:** | City of Edgewater |
| | |
| **Address:** | 104 N. Riverside Drive, Edgewater, FL 32132 |
| **Telephone Number:** | 386-424-2400, Ext. 1701 |
| **Email:** | jachristine@cityofedgewater.org |

| | |
|---|---|
| **Name:** | Stephanie A. Workman |
| **Title:** | Executive Director Human Resources |
| **Company:** | Volusia County Schools |
| | |
| **Address:** | 200 North Clara Avenue, Deland, FL 32720 |
| **Telephone Number:** | 386-734-7190 |
| **Email:** | saworkma@volusia.f12.fl.us |

| | |
|---|---|
| **Name:** | Jeaneen Witt |
| **Title:** | Human Resources Manager |
| **Company:** | City of Holly Hill |
| | |
| **Address:** | 1065 Ridgewood Avenue, Holly Hill, FL 32117 |
| **Telephone Number:** | 386-248-9440 |
| **Email:** | jwitt@hollyhillfl.org |

# Section 3

## Scope of Services

## Section 3: 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:**

Brown & Brown confirms our ability and understanding of the requested Scope of Services outlined below. We consider these our core competencies and deliver a very similar scope to the majority of our current clients. Our public sector expertise allows us to consistently deliver on these items with the highest level of efficiency and customer service.

| Scope of Services | Agree | Disagree |
|---|---|---|
| 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. | ✓ | |

# Section 4

## Fees

# Section 4: Fees

## Provide the firm's fee structure

Brown & Brown is proposing a flat fee in lieu of commissions in the amount of **$50,000.00.**

# Section 5
## Required Forms

# 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.

BROWN & BROWN INSURANCE SERVICES
COMPANY NAME

AUTHORIZED SIGNATURE

STEVE FARMER
NAME

EXECUTIVE VICE PRESIDENT
TITLE

5/9/2025
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: Brown & Brown Insurance Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: L007011

ADDRESS: 300 S. Beach St. Daytona Beach, FL 32114

PHONE NO.: 386-239-8836 FAX NO.:

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

TITLE: Senior Vice President

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

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

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

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

*THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL*

# City of Ormond Beach

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

**1.**

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

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

**2.**

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

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

Brown & Brown Insurance Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Steve Farmer
SIGNER'S NAME (PRINT OR TYPE)

Executive Vice President
TITLE

05/20/2025
DATE

*THIS PAGE MUST 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.

Brown & Brown Insurance Services, Inc.
Company Name

Authorized Signature

Steve Farmer
Print Name

Executive Vice President
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 Executive Vice President (Title) of Brown & Brown Insurance Services, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: May 9, 20 25 Signed: Steve Farmer

Entity: Brown & Brown Insurance Services, Inc. Name: Steve Farmer

Title: EXECUTIVE VICE PRESIDENT

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☒online notarization, this 9th day of May, 20 25, by Steve Farmer and who: ☒ Is personally known to me; or ☐ has produced _____ as identification.

Robin Lee Russell

Notary Public, State of Florida at Large:

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

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270528

My commission expires: 9/30/2026

***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 Steve Farmer. I am over the age of Twenty-one years old. I am the Exec. Vice President (Title) of Brown & Brown Insurance Services, Inc. (Business Name), a 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.

Further Affiant sayeth not.

Date: May 9, 2025

Signed: _____
Print Name: STEVE FARMER
Title: EXECUTIVE VICE PRESIDENT

SUBSCRIBED AND SWORN before me by means of [_] physical presence or [X] online notarization on the 9th day of May, 2025 by Steve Farmer as Exec.VP on behalf of Brown & Brown Ins. Services, Inc who is personally known to me or who has produced _____ as identification.

(Notary Seal) _____
Robin Lee Russell
Notary Public, State of Florida
*Printed name, commission and expiration of commission term*

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270528

***This document must be completed and returned with your Submittal***

# 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: Brown & Brown Insurance Services, Inc.

PROPOSER'S MAILING ADDRESS: 300 North Beach Street

CITY-STATE-ZIP: Daytona Beach, FL 32114

F.E.I.N.: 59-0691921

PHONE NUMBER: (386) 239-8836

EMAIL: Jessica.Scott@bbrown.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Steve Farmer
NAME (TYPED)

Executive Vice President
TITLE

5/20/2025
DATED

**RESOLUTION NO. 2025-134B**

A RESOLUTION ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS CORP. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, the City solicited proposals for employee benefits broker of record services (the Project) (City RFP No. 2025-45), in accordance with Section 2-300, *Code of Ordinances*, and

**WHEREAS,** the City's evaluation committee reviewed the two (2) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Foundation Risk Partners Corp. to provide employee benefits broker of record services in the amount of $85,000.00 annually, plus optional services for Compliance Support in the amount of $6,500.00, plus Benefits Administration Technology in the amount of $7,602 for a total annual amount of $99,102.00 ($297,306.00 for the initial three-year term), (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

**WHEREAS**, the City Manager has certified that sufficient funds for the services have been appropriated to the credit of the General Fund and have not been appropriated for any other purpose, now therefore,

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

**SECTION ONE**. The proposal of Foundation Risk Partners Corp. to provide employee benefits broker of record services for the City is hereby accepted.

**SECTION TWO**. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Foundation Risk Partners Corp.

**SECTION THREE** The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Foundation Risk Partners Corp. for the Project in an amount of $297, 306.00 for the initial three-year term and to pay the cost thereof from the General Fund.

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

**APPROVED AND AUTHENTICATED this 5th day of August, 2025.**

_____
**JASON LESLIE**
Mayor

**ATTEST:**

_____
**SUSAN CARROLL DAUDERIS**
City Clerk

# AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Foundation Risk Partners Corp.** ("Contractor"), 780 W. Granada Boulevard, Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal, "Employee Benefits Broker of Record Services" (RFP No. 2025-45) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on September 23, 2025 and shall have an initial term of three (3) years and will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall perform the services for the annual amount of $99,102.00 as follows:

| | |
|---|---|
| Core Brokerage & Consulting/ | |
| COBRA Administration | $85,000.00 |
| Compliance Support | $ 6,500.00 |
| Benefits Administration Technology | $ 7,602.00 |

Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

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

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

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

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest

in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

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

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

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

| | |
|---|---|
| **City of Ormond Beach** | **Foundation Risk Partners** |
| Joyce Shanahan, City Manager | Eric Brewer, Co-Client Executive |
| (copy to City Attorney) | 780 W. Granada Boulevard |
| 22 South Beach Street | Ormond Beach, FL 32174 |
| Ormond Beach, FL 32174 | |

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

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

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

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

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

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

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

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

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

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

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

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

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for

coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

**(d)** Excess Liability

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

**(e)** Builder's Risk

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

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

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

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice

of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

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

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

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

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

(f) **Policies of Insurance**

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

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

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

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

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of

the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

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

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

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

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

DATED this _____ day of _____, 2025.

Witnesses:

**CITY OF ORMOND BEACH**

_____

By: _____
**JASON LESLIE**
Mayor

Print Name: _____

_____

By: _____
**JOYCE SHANAHAN**
City Manager

Print Name: _____

DATED this _____ day of _____, 2025.

Witnesses:

**FOUNDATION RISK PARTNERS CORP.**

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

EXHIBIT "A"

# Request for Proposals

## 2025-45

## Employee Benefits Broker of Record Services

DUE DATE:

May 21, 2025 @ 3:00 P.M.

# ORIGINAL


**Eric Brewer**
**Co-Client Executive**
485 N. Keller Road, Suite 101
Maitland, FL 32751
(407) 612-6355
Eric.Brewer@foundationrp.com

**John Kern**
**Co-Client Executive**
485 N. Keller Road, Suite 101
Maitland, FL 32751
(407) 612-6343
John.Kern@foundationrp.com


FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

CORPORATE SYNERGIES®
A Foundation Risk Partners Company


780 W. Granada Blvd.
Ormond Beach, FL 32174
Phone: (407) 612-6343

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# Tab 1

# Cover Letter

May 21, 2025
City of Ormond Beach
Rob Hart, Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Re: RFP 2025-45 Employee Benefits Broker of Record Services

Dear Mr. Hart and Members of the Evaluation Committee,

On behalf of Foundation Risk Partners Public Entity Services, we would like to thank you for the opportunity to respond to the solicitation "RFP 2025-45 Employee Benefits Broker of Record Services". We look forward to your review of the enclosed response.

Foundation Risk Partners will serve and partner with the City of Ormond Beach ("City") in helping to execute the City's goal of procuring the very best Employee Benefits insurance program now and into the future. Our aim is to develop a trusted partnership that feels like a true extension of staff; a partnership that understands, develops, and provides solutions to your needs. Our team is collaborative, forward thinking, creative, and has the proven technical knowledge and capabilities to deliver best in class services while driving down costs. Foundation Risk Partners will focus on the following key areas of concern:

1. We are committed to the City of Ormond Beach, Volusia County and their community:
    a. Local office at 780 W. Granada Blvd. Ormond Beach, FL 32174
    b. Employing 100+ Volusia County tax paying citizens
2. Our **extensive experience working with Florida Health Care Plans (FHCP)**, currently serving **14 clients** enrolled in their plans.
3. Keep the City sunshine & procurement compliant according to FL Statutes 112.08
4. Execute the strategic employee benefits goals of Ms. Shanahan, Ms. Potts, and staff.
5. Engage the members on the City's plan with a multi-channeled education and communication strategy that helps members understand and appreciate the benefit options offered through the City, while also driving improved claim utilization that contains cost year-over-year.
6. Provide extraordinary customer service from a single point of contact, supported by a team that gives the City scalability and responsiveness during peak times of the year like Open Enrollment.
7. Leverage our resources, self-funding, and self-insurance pool expertise to bring new markets, innovation, and insurer competition to the City's benefits program to drive down costs.
8. Deploy senior level specialists to improve and provide alternatives to your program: including commission meeting support, presentations, claims advocacy, stop loss brokerage, pharmacy benefits management (consulting, clinical, & contract review), specialty drug audit spends, wellness, compliance, and employee/retiree education meetings.
9. Deploy our technology specialist resources; benefits administration/onboarding, client portal, claims trend analysis, benchmarking, high-cost claim audit, access to HR Live, and more.

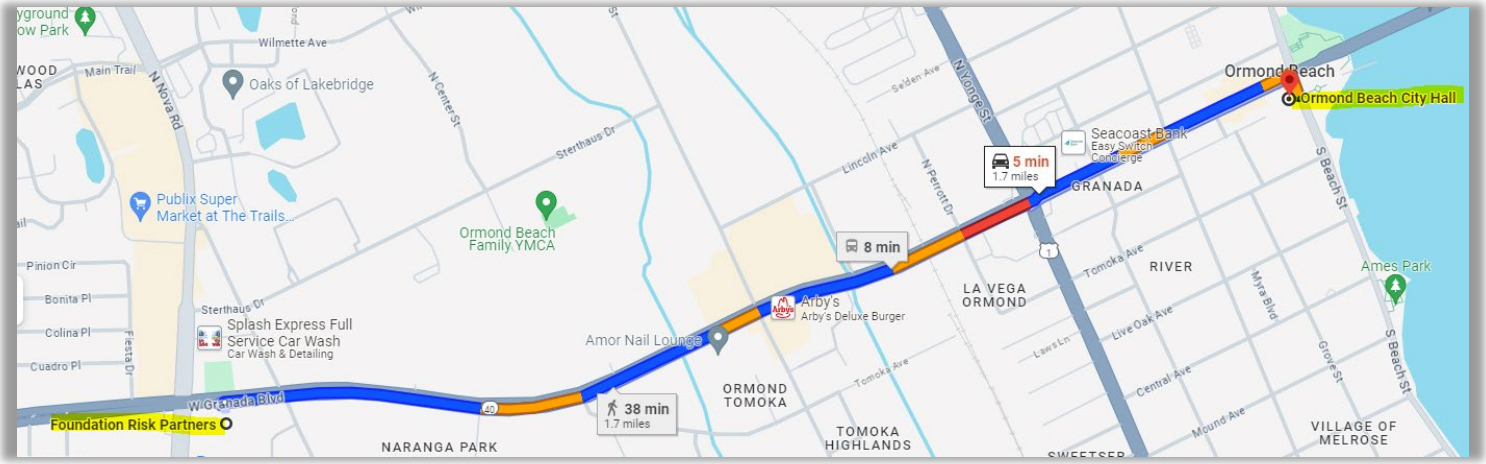
We are committed to perform and exceed the "Scope of Services" outlined in this RFP. We attest, that if selected, Foundation Risk Partners is willing to meet any location, budget, task orders.

Sincerely,

*Eric Brewer*
Eric Brewer, Co-Client Executive

*John Kern*
John Kern, Co-Client Executive

## Local Presence – FRP Headquarters Distance to City Hall




## Foundation Risk Partners Moves Corporate Headquarters to New 33,000 Sq ft. Space

Foundation Risk Partners / September 22, 2023 /




On September 15, 2023, Foundation Risk Partners (FRP) moved the corporate headquarters to a new location: 780 W. Granada Blvd., Ormond Beach, Florida, 32174. Since the next phase of FRP's business requires a space that can accommodate the continued growth, training and development of our insurance brokerage, we have acquired a newly renovated 33,000 square-foot three-story office and event space ... **Read More**

**FRP - Ormond Beach Community Involvement**




Please see below a list of some of the various Boards our employees sit on:

- Ormond Beach Historical Society Board
- Ormond Beach Chamber of Commerce Board
- Ormond Beach Main Street Board
- Ormond Beach Rotary
- Boys & Girls Club of Volusia County

Additional Community Involvement:

- Over 20 employees have completed Ormond Beach Leadership Class
- Take Stock in Children
- Women United Volusia
- Early Learning Coalition
- Ormond Beach Memorial Art
- Pace Center for Girls

# Tab 2

# Minimum Qualifications

1. **Have at least five (5) years of experience providing similar employee benefits broker services to municipalities of similar size, in the state of Florida, with a similar scope of services as identified above.**

**Public Entity Expertise:**
Foundation Risk Partners Public Entity Services is a specialty division that exclusively serves Florida's public entities. We provide cost effective solutions to meet the diverse insurance needs of Florida's governmental entities, including municipalities, counties, schools, special districts, and authorities. Our leadership has served both in local and State level government and our staff are subject matter experts in public sector insurance. We serve over 70 public entity clients in the State of Florida.

We speak "Public Entity" and draw from our experience from other public agencies to better serve you. We were built from the ground up to exclusively serve Florida public agencies, and our team is dedicated to public sector risk and employee benefits consulting. This focus was by design, as the nuances of local government and the risks/benefits local public agencies face are truly unique to not only government, but Florida government. Our team lives, eats, and sleeps Florida public entity and we love what we do.

Our focus is and always will be putting the needs of our clients first. We are a performance-based company that focuses on *serving those that serve others* within our areas of expertise. When it comes to public entities, we believe we offer a different approach than our competitors in that we understand not only the nuances of public sector brokerage, but also how to create and optimize insurance programs that drive real results.

## Company Timeline

**January 26, 2010:**
Acentria was organized with an effective date of January 26, 2010 (formerly known as Legends Insurance Solutions, LLC ("LIS") formed March 9, 2009).

**January 31, 2017:**
Foundation Risk Partners, Corp. ("FRP") was organized as a Delaware corporation on January 31, 2017 and authorized to do business in Florida as of February 24, 2017.

**November 1, 2017:**
On or about November 1, 2017, FRP acquired substantially all the assets of Acentria, Inc., a Florida corporation.

**Today:**
FRP continues to operate 50+ locations in Florida and the southeastern United States using the dba Acentria and/or Acentria Insurance while maintaining the same or similar business model and leadership since 2010.

**How we Differ from our Competitors:**
We take pride in being a firm that understands the importance of creativity and continued thought leadership, backed with world-class service and execution. We understand that each client is unique and it's our job as a partner to identify and address the unique challenges and needs for each of our clients. As a privately held company, we have the flexibility of a boutique firm with the reach of a national firm.

**We speak Government:**
The practice believes in public service and is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff. We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewal and program changes with insurance carriers and health insurance consortiums.

**Our seasoned team members are subject matter experts in their core competencies:**
The team identified to serve the City's benefits program includes seasoned professionals that bring collectively more than 100 years of benefits experience to the table along with different perspectives. These varied backgrounds and expertise, coupled with FRP's collegial approach, will enable valuable feedback to the City from all points of view, including finance, associate experience, and ease of administration.

**We use resources to deliver data-driven decisions that lead to enhanced long-term strategies that align with your culture and benefit philosophies:**
We will draw data from your workforce; this process will help you gain insights that are specific to the City and will provide insightful, targeted, actionable solutions that drive meaningful savings and improved productivity. We will use our data engine to measure the impact of the solutions we implement to drive continuous improvement.

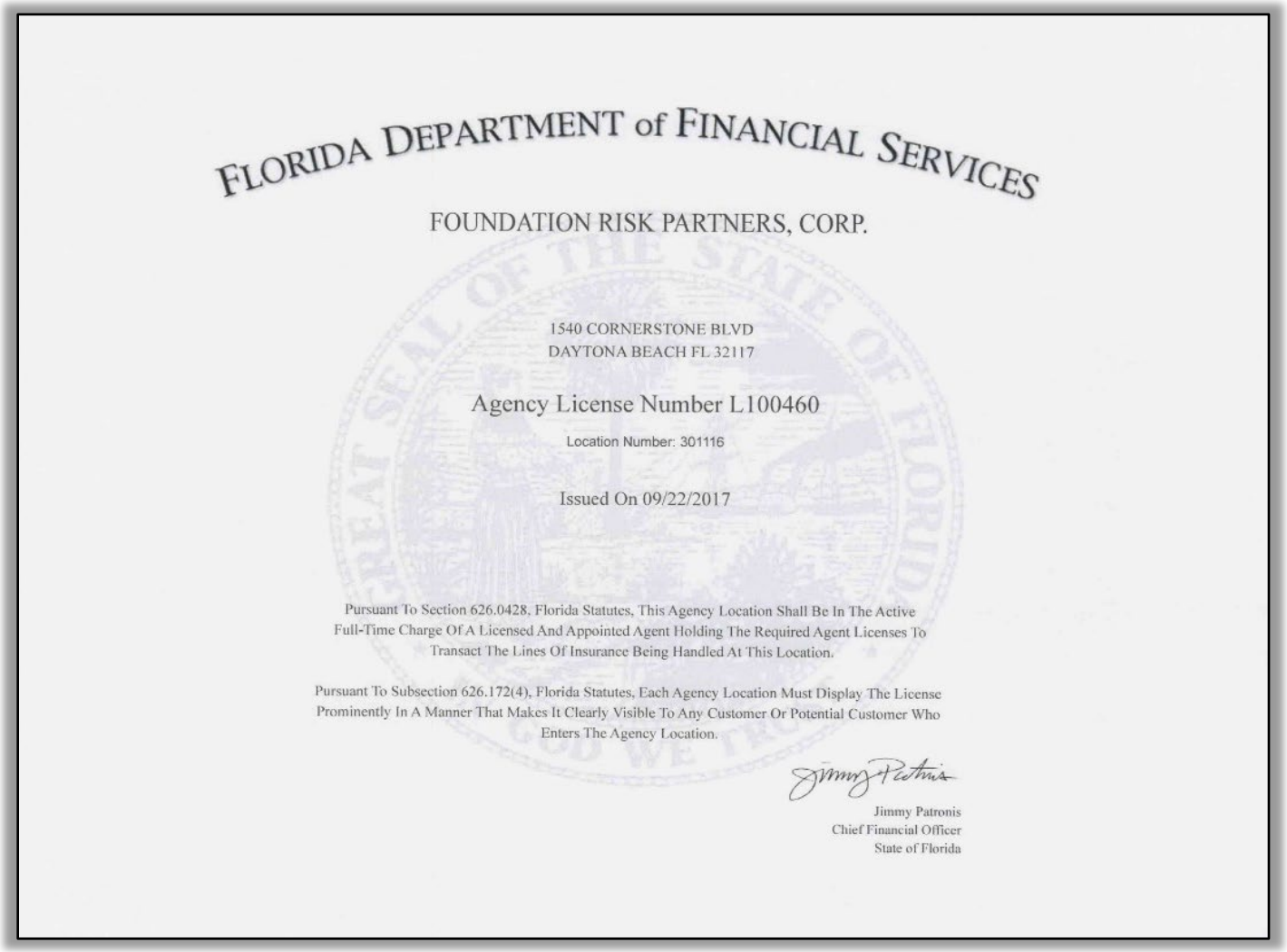
**We focus attention on day-to-day client needs:**
Unlike consulting firms, we do not work on a per-hour basis. Rather, we are measured on client satisfaction. Our concierge-level of service has and remains a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services, and personnel, but our approach to support always remains constant for the client and their member base. Our service is hands-on, continuous, and personal.

**We have unfettered access to enterprise-wide account teams and all levels of senior management:**
Our privately held status allows our clients the comfort of knowing they, not shareholders, are our No. 1 priority. Moreover, FRP is a flat organization with limited hierarchical structure. This means our clients have access to not just their account teams, but all levels of senior management and expertise that resides in all parts of our organization, which reinforces the statement that clients are our No. 1 priority.

## 2. Be licensed to transact insurance brokerage business in the state of Florida.

We affirm that we are duly licensed and in good standing with the State of Florida. Please note we are pending an address change on our corporate insurance license below.

Please see our Certificate of Good Standing on the following page.



FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

# State of Florida
## Department of State

I certify from the records of this office that FOUNDATION RISK PARTNERS, CORP. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 24, 2017.

The document number of this corporation is F17000000884.

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 27, 2025, and that its status is active.

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

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of March, 2025*




*Secretary of State*

**Tracking Number: 1912817774CU**

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

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

3. **Demonstrate the broker has successfully provided employee benefits broker services to at least three other municipalities, in the state of Florida, with a similar scope of services as identified above.**

We affirm that we meet this requirement. We serve over 70 public entity clients in the State of Florida. Please see our case studies on pages 19-23 for additional information on how we've secured favorable outcomes for our public entity clients.

| Client Name | City of Winter Garden |
|---|---|
| Name of contact | Frank Gilbert |
| Contact Phone Number | 407-656-4111 ext. 2247 |
| Contact Email Address | Frank.gilbert@cwgdn.com |

| Client Name | City of North Miami |
|---|---|
| Name of contact | Laura Woodley |
| Contact Phone Number | 305-895-9862 |
| Contact Email Address | lwoodley@northmiamifl.gov |

| Client Name | City of Miami Beach |
|---|---|
| Name of contact | Lorena Bravo |
| Contact Phone Number | 305.673.7524 |
| Contact Email Address | LorenaBravo@miamibeachfl.gov |

4. **Services must have been provided in the past five years prior to the issuance of this RFP.**

We affirm services have been provided in the past five years prior to issuance of this RFP.

5. **Demonstrated ability and success in design and implementation of a high deductible health care plan (HDHP).**

We have a proven track record in the successful design, implementation, and ongoing management of High Deductible Health Plans (HDHPs), tailored to meet the strategic goals of cost control and employee engagement.

Our approach begins with a detailed financial and demographic analysis to determine the feasibility and potential impact of HDHP adoption. We work closely with HR and finance teams to model plan design scenarios, including integration with Health Savings Accounts (HSAs), or Health Reimbursement Accounts (HRA) and benchmark those options against peer organizations and industry standards.

Our team has implemented HDHPs for employers ranging in size from 50 to 2,500+ employees, achieving measurable results such as:

- **Cost savings of 8–15%** in the first year of implementation through reduced premiums and more efficient utilization.
- **Increase in employee HAS/HRA participation by 60%** through targeted education and engagement strategies.

- **Customized plan designs** that preserve access to high-value care and reduce disruption, including layered networks and preventive care carve-outs.

We also provide robust employee communication and education strategies to ensure plan understanding and adoption, including on-site meetings, webinars, benefits decision tools, and ongoing support during open enrollment.

Post-implementation, we track performance metrics and conduct annual reviews to refine plan design, maintain compliance, and ensure the plan continues to meet both employer and employee needs.

We serve the following clients that have a high deductible health plan with a health savings account or a health reimbursement account:

- ***DeSoto County School District – HRA***
- ***Hardee County BOCC - HSA***
- ***Hendry County School District – HRA and HSA***
- ***Hardee County School District – HRA***
- ***Jackson County BOCC - HRA***
- ***North Miami Beach – HSA***
- ***Miami Beach - HSA***
- ***Okaloosa County School District – HRA***
- ***Suwannee County School District – HSA***

**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.**

We understand that a successful HDHP implementation often requires complementary strategies to mitigate member out-of-pocket exposure and support overall plan satisfaction. Our team has extensive experience designing and deploying integrated solutions that enhance HDHP offerings while promoting cost-effective, high-quality care.

**Key strategies we've successfully implemented include:**

- **Wellness Incentive Programs:** We design customized wellness initiatives that reward employees for preventive care, chronic condition management, and engagement in healthy behaviors. Incentives include HSA contributions, premium discounts, or gift cards. One client achieved a 72% participation rate in annual wellness screenings, contributing to early detection and lower long-term claims costs.

- **Reduced or No-Cost Prescription Plans:** Leveraging tiered formularies, copay assistance programs, and strategic PBM contracting, we've implemented reduced-cost prescription strategies for maintenance medications, including $0 generics for chronic conditions like hypertension and diabetes. This has improved medication adherence and reduced downstream medical costs.

- **Substantially Similar Strategies:** For employers with unique needs, we have implemented alternatives such as:
  - **Onsite and near-site health clinics** offering primary care and wellness services at no or reduced cost.
  - **Virtual care solutions**, including 24/7 telemedicine access, with integrated behavioral health support.
  - **Disease management and care coordination programs**, supported by real-time data analytics and targeted outreach.

These layered strategies not only enhance the value of the HDHP, but also drive employee satisfaction and improved health outcomes. Our comprehensive, data-driven approach ensures that each solution aligns with the client's goals, culture, and budget.

In addition, we keep our clients knowledgeable with the important IRS rules and design strategies to consider in order to maintain HSA eligibility. Here are the allowed $0 cost services within an HDHP, without jeopardizing HSA eligibility:

- **Preventive Care**
  - The IRS allows HDHPs to cover **preventive services at $0** before the deductible.
  - Examples: Annual physicals, immunizations, screenings (like mammograms, colonoscopies), prenatal care.
  - Required under the **Affordable Care Act (ACA)** for compliant plans.
- **Select Chronic Disease Services** *(IRS Notice 2019-45)*
- Some services and medications for **preventive care for chronic conditions** can be covered pre-deductible without affecting HSA eligibility.
- **Examples:**
  - Insulin and blood glucose monitors for diabetes
  - Inhalers for asthma
  - Statins for heart disease
  - ACE inhibitors for hypertension
- Employers and insurers can set these to **$0 or low copays**, even before the deductible.
- **$0 Telehealth (Temporarily Permitted)**
- The CARES Act and subsequent legislation allowed **telehealth services to be covered pre-deductible** through September 30, 2025, without affecting HSA eligibility. Check the most recent legislation to see if this has been extended.

**7. Demonstrated experience working with current insurance provider, Florida Health Care Plans, as well as other major carriers in the market, in the state of Florida.**

Acentria Public Risk brings **extensive experience working with Florida Health Care Plans (FHCP)**, currently serving **14 clients** enrolled in their plans. We have developed a strong, collaborative relationship with FHCP over the past **19 years**, during which they have entrusted us to provide **benefit brokerage services for their own employees**—a partnership that speaks to our credibility, trustworthiness, and results-driven approach.

In addition to FHCP, we have successfully supported clients across a wide range of **major insurance carriers** in Florida, including:

- **Florida Blue**
- **UnitedHealthcare**
- **Aetna**
- **Cigna**

**Our team regularly assists clients with:**

- Plan selection and enrollment
- Benefits administration
- Claims resolution
- Compliance support

We have **deep operational knowledge** of FHCP's plan structures, provider networks, and administrative workflows. Our direct points of contact within FHCP enable us to provide **expedited issue resolution** and **seamless client service**.

Further, our understanding of **Florida's regulatory and market landscape** allows us to develop **customized benefits strategies** that reflect the unique needs of employers and employees in the state. We continuously monitor changes in healthcare legislation, regional plan availability, and network access to ensure compliance and cost-effectiveness.

We pride ourselves on our **carrier-neutral approach**, collaborating effectively with all providers to deliver **comprehensive, compliant, and budget-conscious health insurance solutions** throughout Florida.

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, in the state of Florida, with a similar 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.**

We affirm that we meet these requirements.



**John Kern, Regional Vice President**
**Account Role: Co-Client Executive**

John Kern is an accomplished healthcare executive with experience in all phases of employee benefits consultation. He has earned an industry-wide reputation as a creative developer of benefits solutions. He has deep expertise with short and long-term benefits strategy, healthcare reform/regulatory compliance, funding alternatives, wellness plans, benchmarking, benefits and payroll administration, actuarial services, executive benefits, and private exchanges. He serves as Corporate Synergies' leader for the Florida Region, where he has overall management responsibility for teams of benefits consultants and account management professionals.

John is an expert on reference-based pricing and benefits cost control. His article, "Here's Why Reference-based Pricing is Gaining Momentum" was named a top 10 article by popularity by Employee Benefit News. John has more than 25 years of experience in benefits and insurance.



**Eric Brewer, Senior Benefits Consultant**
**Account Role: Co-Client Executive**

Eric Brewer is an accomplished healthcare professional with over a decade of experience helping employers navigate the cost pressure, regulatory compliance and administrative challenges that go along with a group benefits program. Eric's knowledge of self-funding, pharmacy benefit carve-outs, reference-based pricing and population health management help him guide his clients based on each employers' unique needs and circumstances. Eric takes pride in being innovative and disruptive, with a long-term strategic focus to help his clients' combat constant market pressures. Throughout Eric's career, he has managed benefit programs for employer groups ranging from 250 to 25,000 employees. Years of industry experience: 14+.

# Tab 3

# Background and Experience of Firm

- **Describe the firm's experience working with Florida municipalities of similar size, in the State of Florida, 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.**

  FRP has a proven track record of partnering with Florida municipalities to design, implement, and manage health benefit programs that effectively reduce overall costs while maintaining—and often enhancing—the quality of care provided to employees. Our approach is rooted in data-driven strategies and a deep understanding of public sector needs.

  Our experience includes the successful implementation of:

  - **High Deductible Health Plans (HDHPs)** that empower employees with cost-effective coverage options.
  - **Strategic partnerships with local no-cost or low-cost health clinics** to increase access to primary and preventive care.
  - **Comprehensive wellness incentive programs** designed to drive engagement, improve health outcomes, and reduce claims costs.
  - **Pharmacy Benefit Management (PBM) strategies** focused on formulary optimization, transparent pricing, and specialty drug cost control.

  These integrated solutions have helped our municipal clients reduce trend increases, improve employee satisfaction, and drive measurable health improvements. Please see next few pages for case study examples that illustrate how FRP has successfully delivered these outcomes.

**Client:** Suwannee County School District

**Description of Work:** Employee Benefits Agent Contract Effectuation Services

**Number of Employees:** 800 Employees

**Contract dates:** 2022 – Present

**Scope of Services:**
Provides Contract Effectuation and full Agent services for the School District's self-funded medical plan, wellness program, HRA for medical and wellness and fully insured dental, vision, life, disability insurance benefits including but not limited to employer support services, planning and negotiation, and employee support services.

- Strategies to increase participation in the School District's onsite health care center.
- Strategies to reduce stop loss premium.
- Claim reporting that shows total cost and utilization with the onsite health care center and self-funded health insurance program.
- Assistance with the development of long-range insurance strategies.
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Evaluation of Retiree program.
- Staff notification as to local, state, and federal regulations and recommendations for compliance.
- Self-Funded health plan state filing per FS.112.08.
- Supported and educated the procurement dept. to successfully run a fully sunshine compliant medical RFP according to CH 112.08
- Supported SCSD's leadership initiatives to inform School Board members and Benefits committee members as to the status of the Employee Benefits program.
- Year 1 RFP saved **19%** on Administrative Services and **21**% on Stop-Loss renewal rates; with a 2x increase in Rx rebates and 3x increase in Wellness funds. Year 2 RFP saved 15% on Stop-Loss renewal rates.

**Client:** Okaloosa County School District

**Description of Work:** Employee Benefits Consulting Services

**Contract dates:** 2021 – Present

**Detail Proposer's responsibilities and the results of the project:**

- Assistance with the development of long-range benefit program strategies.
- Provide a feasibility study on their fully insured health insurance program moving to a self-insured program.
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Support services surrounding RFP's, compliance, and employee communication.
- Monthly plan performance tracking.
- Assistance with development of future wellness and Population Health Management initiatives.
- Actuarial and financial reporting services – IBNR, renewal projections, OPEB/GASB, 112.08, quarterly reviews, and budget tracking.

**Results since project inception:**

- **Health insurance** the feasibility study showed the School District would have saved **$19.6M** if they were self-funded over the last 4 years.
  1. 2023 plan year the District moved from fully insured to self-funded group medical program, establishing a fund balance of more than $12 million.
  2. Onsite full-time carrier representative.

- **Dental insurance –** managed an informal RFP process and carrier negotiations providing the School District with an annual premium reduction of **$13,096** and benefit enhancements as follows:
  1. Reducing annual deductible from $125/375 to $50/$150.
  2. Adding Orthodontic services.
  3. Improved out of network from a discounted fee to 95% of UCR.

- **Retiree Program** – implementing a Medicare retiree program saving the retiree $820 per monthly premium and enhancing their benefits from deductible, coinsurance, and copays to $0 copays on most benefits.

- **School District's Employee Benefit program enhancements:**
  1. Short Term Disability Coverage added.
  2. Long-Term Disability changed carriers to save 20% over current premiums for both employer and employee paid plans.
  3. Adding Accident Plan, Critical Illness and Hospital Indemnity plans.

**Here are specific examples of how we've secured favorable outcomes for our clients:**

***Case Study 1***

**Situation:** County with 4,000 enrolled hired FRP in 2018 to help manage rising healthcare costs.

**Solution:** Upon engagement, our firm conducted several audits and program reviews which produced several strategic opportunities.

We conducted a prescription program analysis and an eligibility audit. We also replaced BCBS with Aetna/Meritain for TPA services. this change allowed us to properly manage out of network repricing from the TPAs. TPAs use multiple network wraps to re-price out of network claims which results in only approximately 25% discounts on billed charges. Our approach achieves over 60% discount for services, which nearly triples the savings out of network.

**Result:** The prescription analysis projected $10 million in savings over a 3-year period. The eligibility audit determined more than twenty deceased members remained enrolled on the County's benefits program, which saved the County in continuing unnecessary contributions. We also generated $8 million in savings in the 1st year with proper management of Out of Network claim repricing.

***Case Study 2***

**Situation:** Client since 2013. 1,000 enrolled City looking to lower claims to control rising healthcare premiums.

**Solution:** In June of 2016 a key hospital/health system exited the carrier network. This action would have increased the City's budget by over $5 million.

**Result:** Our firm effectively negotiated a direct contract between the City and the health system, which resulted in saving the City's budget. The direct contract is fully transparent to the City, without excess and hidden profit to the carrier. We work to achieve the greatest cost savings to the client.

***Case Study 3***

**Situation:** An employee suffered a major heart attack and was rushed to the closest hospital, which was out-of-network. When the employee received an unexpected bill for $21,000, he called BenefitsVIP for help.

**Solution:** The BenefitsVIP advocate filed appeals with carrier on behalf of employee and arranged for bills and collection notices to be held until appeal was resolved. The advocate also provided the carrier with information about other insurers' policies of covering emergency care as in-network.

**Result:** $19,000 decrease in employee's out-of-pocket expenses when the carrier agreed to cover the admission as in-network. The carrier also revised its policy to cover emergency care at in-network levels, regardless of whether the hospital participates in the network.

***Case Study 4***

**Situation:** A client's adult dependent had hemophilia. This member's factor 7 drug no longer worked and was moved to a rare alternative immunotherapy. Claims went from $250,000 to $5 million a year due to the immunotherapy. The client couldn't move the full pharmacy benefit because it was under a three-year contract.

**Solution:** We marketed and negotiated this one class of specialty medication because the client did not wish to disrupt all plan members with a total PBM change. We successfully implemented a specialty pharmacy arrangement for this drug class.

**Result:** Client saved $1.2 million annually.

***Case Study 5***

**Situation:** 500 life self-funded employer received a 55% increase on their stop loss renewal due to an influx of large claims, with specialty pharmacy as a major driver. The plan was running $703k over budget with 3 months remaining in the plan year.

**Solution:** We were hired a couple of weeks before open enrollment to help drive a solution to the stop loss renewal, which had a $315,000 premium increase. The client was told alternate carriers would quote based on their participation. We acted immediately and engaged the marketplace and were able to secure proposals. We brought in a transparent PBM with 100% pass through contract. This allowed us to also bring in a partner to mitigate specialty drug spend.

**Result:** We took an aggressive approach based on the Rx savings anticipated and sold a 2.5% stop loss increase with the same coverage limits, which resulted in $300,000 in savings. We had a decrease on the table on an alternate option. We were immediately able to shift $300,000 in specialty Rx costs away from the plan using our strategy. We also reduced fixed cost fees by $79,000 to avoid paying the TPA for a service our team provides in-house. Combined, our efforts saved over $870k within a couple of weeks of being hired.

***Case Study 6***

**Situation**: A Florida city has approximately 350 full-time employees and spends $3 million per year on healthcare. The city tried participation-based wellness with incentives offered to employees for participation, but healthcare costs continued to escalate year-over-year.

**Solution**: We deployed an outcome-based wellness program (backed with a technology platform) that financially rewarded preventive care activities and improvements to measurements such as high blood pressure, smoking, cholesterol, and obesity. We also deployed nutritional seminars with metabolic profiling and kinetic testing, yielding 98% participation.

**Result**: This employer group yielded a 10% immediate ROI, offsetting the cost associated with the wellness platform entirely with a 2:1 return. This group has also had flat renewals for the previous three years on the aforementioned $3 million spend. The city as successfully created a culture of wellbeing as well that employees now embrace.

***Case Study 7***

**Situation**: A public sector client hired our firm to accomplish two primary goals (1) Mitigate premium spend on healthcare (2) Drive administrative efficiency to support their budget-driven reduction in HR staff. This client spends ~3M in premium per year in health insurance premium with ~200 active and retiree participants on their plan.

**Solution**: We helped the client identify the underlying cost drivers of their program with the deployment of a full participation-based wellness program for the previous two years, steps-driven wellness program within which HRA funding occurs based on steps taken each day, along with an annual onsite health fair. We rolled out our SmartBEN Essentials online enrollment technology tool, benefits administration outsourcing support and BenefitsVIP employee advocacy services.

**Result**: The client has reduced its benefits spend by an average of -5% over the last three renewal cycles with no changes in the benefits offered to employees. We've also taken on all functions associated with benefits administration, becoming an extension of the client's internal benefits staff with direct interaction with employees for anything relating to the benefits program.

**Case *Study 8***

**Situation:** One of our public sector clients has a self-funded health plan with approximately 1500 covered employees. They conducted a broker RFP during the spring of 2021 and hired FRP to be their benefits consultant. Our contract began on September 1st and the City had not yet received their Stop Loss renewal for the plan year beginning on October 1st.

Based on what we learned during the bid process, we identified pharmacy as an area of opportunity to control rising healthcare costs. A review of the current Rx spend and contract language was an immediate priority project for our team.

**Solution:** FRP immediately secured the initial Stop Loss renewal which had a +19.8% increase. A historical loss ratio and claims review was performed by the FRP team, and we engaged with the marketplace to assess carrier appetite and drive a solution to the increase.

With regard to the pharmacy, we conducted an initial discount analytics assessment using a vendor partner to determine how the current terms align with market norms.

**Result**: With negotiations, FRP negotiated the Stop Loss renewal to a rate pass with the current carrier, mitigating a $415,505 premium increase for the City. The new contract also has improved terms, with the addition of a dividend option to return surplus premiums to the City in a favorable claim year.

We proceeded with the pharmacy analytics engagement process and project a savings of 18.78% in the first year, which will result in $1M in gross savings on pharmacy spend with no impact to plan members.

- **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.**

Below is the contact information for three of our employee benefit municipal clients. The City of Winter Garden utilizes a HDHP.

| Client Name | City of Winter Garden |
|---|---|
| Name of contact | Frank Gilbert |
| Contact Phone Number | 407-656-4111 ext. 2247 |
| Contact Email Address | Frank.gilbert@cwgdn.com |

| Client Name | City of North Miami |
|---|---|
| Name of contact | Laura Woodley |
| Contact Phone Number | 305-895-9862 |
| Contact Email Address | lwoodley@northmiamifl.gov |

| Client Name | City of Miami Beach |
|---|---|
| Name of contact | Lorena Bravo |
| Contact Phone Number | 305.673.7524 |
| Contact Email Address | LorenaBravo@miamibeachfl.gov |

Please see the following pages for additional municipal clients.

## Public Entity Clients
## Florida

### City/Town/Village:

- Alford, Town of
- Altha, Town of
- Apopka, City of
- Arcadia, City of
- Aventura, City of
- Bal Harbour Village
- Chattahoochee, City of
- Deltona, City of
- Destin, City of
- Doral, City of
- Fort Myers, City of
- Havana, Town of
- Hillsboro Beach, Town of
- Lantana, Town of
- Lauderhill, City of
- Lauderdale by the Sea, Town of
- Mary Esther, City of
- Miami Beach, City of
- Miami Shores, Village of
- Niceville, City of
- North Bay Village
- North Miami, City of
- North Miami Beach, City of
- Ormond Beach, City of
- Panama City Beach, City of
- Parker, City of
- Port St. Joe, City of
- Quincy, City of
- Sebastian, City of
- Sunrise, City of
- Titusville, City of
- Valparaiso, City of
- Wauchula, City of
- Windermere, Town of
- Winter Garden, City of
- Winter Park, City of

### School District:

- Calhoun County Public Schools
- Charlotte County Public Schools
- DeSoto County School District
- Gadsden County School District
- Hamilton County School District
- Hardee County School District
- Hendry County School District
- Jackson County School District
- Okaloosa School District
- Suwannee County School District

### Other County Clients:

- Calhoun County BOCC
- Franklin County BOCC
- Gadsden County BOCC
- Gulf County BOCC
- Hardee County BOCC
- Jackson County BOCC
- Lafayette County BOCC
- Taylor County BOCC
- Washington County BOCC

### Additional Entities:

- Baker Fire District
- Crestview Housing Authority
- Destin Fire Control District
- Florida Health Care Plans
- Florida Keys Mosquito Control District
- Halifax Health
- Lakeland Area Mass Transit District
- New Smyrna Beach Utilities
- North Bay Fire Control District
- Northwest Florida Water Management District
- Ocean City Wright Fire Control District
- Okaloosa Island Fire Control District
- Osceola Clerk of Court
- Panama City Downtown CRA
- Panama City Downtown North CRA
- Panama City Millville CRA
- Panama City St Andrews CRA
- Quincy Gadsden Airport Authority
- South Walton Mosquito Control District
- Suwannee Valley Transit Authority
- Tice Fire Control District

## Public Entity Clients
## Outside of Florida

**New Jersey:**

- Bayonne Board of Education
- Bayonne, City of
- Brick, Township of
- Hoboken, City of
- Irvington Board of Education
- Irvington, Township of
- Jersey City Board of Education
- Keyport, Borough of
- Livingston, Township of
- Lopatcong, Township of
- Mendham Borough Board of Education
- Morristown, Town of
- Newark Board of Education
- Newark, City of
- North Jersey District Water Commission
- Orange, City of
- Passaic Board of Education
- Passaic Valley High School Board of Education
- Passaic Valley Water Commission
- Passaic, City of
- Passaic, County of
- Red Bank, Borough of
- RWJ Barnabas
- Totowa Board of Education
- Vernon, Township of
- Warren, County of
- West Orange, Township of
- Wood Ridge, Borough of

**Indiana:**

- City of Crown Point
- City of Muncie
- City of Scottsburg
- Crawford County Schools
- East Washington School Corp
- Floyd County Community Action Agency dba Floyd County Head Start
- Lake County Convention and Visitors dba South Shore Convention & Visitors Authority

**North Carolina:**

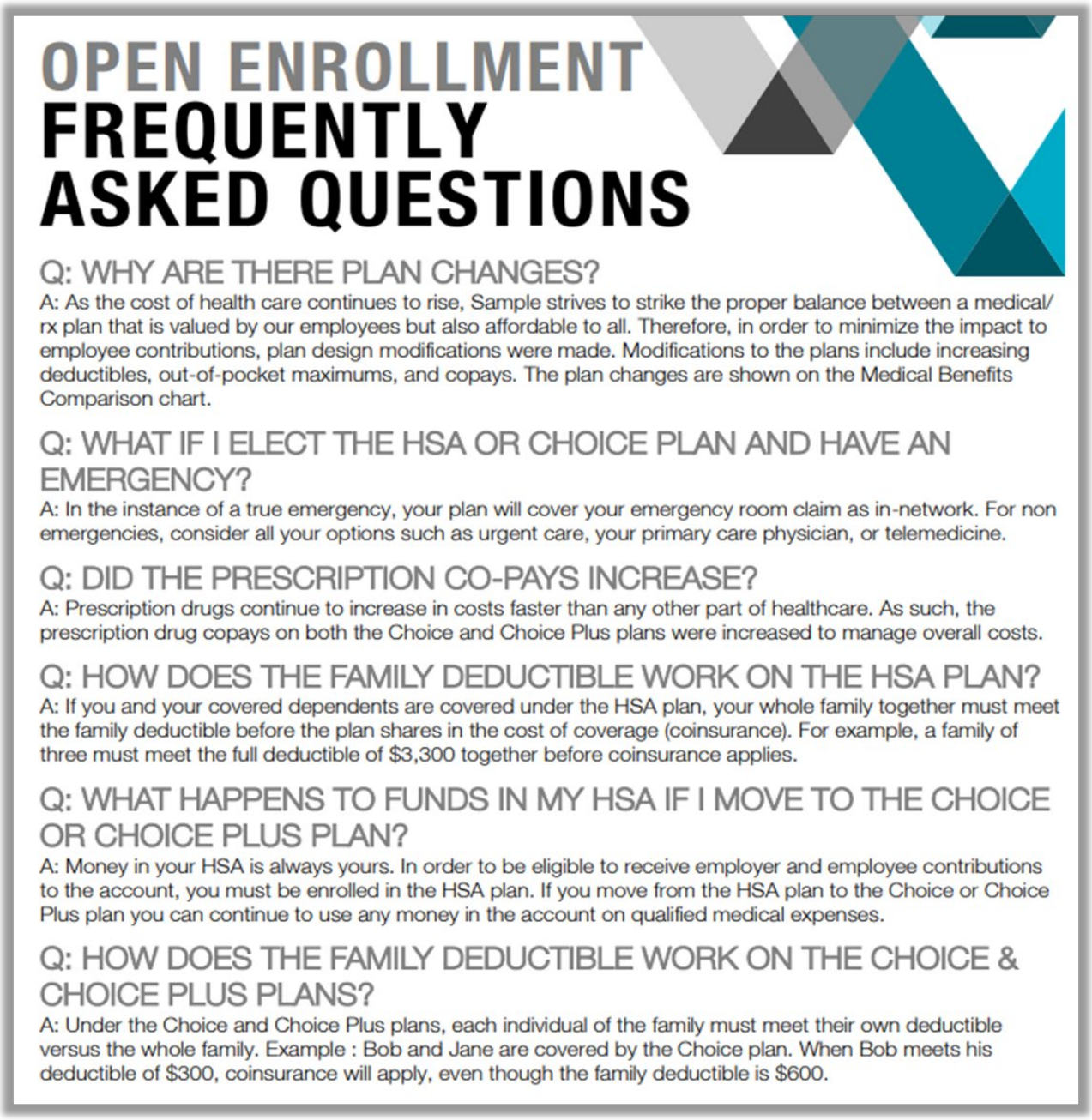
- Davie County Government
- Durham County Government
- Durham, City of
- Fuquay Varina, Town of
- Garner, Town of
- Hope Mills, Town of
- Lillington, Town of
- Selma, Town of
- Spring Lake, Town of
- State Employee Association of North Carolina
- Zebulon, Town of

**Kentucky:**

- Bluegrass Regional Water
- Breathitt County Library
- City of Spring Mill
- Greenup County Health Department
- Harrison County Planning Commission
- Housing Authority of Maysville
- Housing Authority of Vanceburg
- Local Health Department dba Kentucky Health Depts.
- Louisville & Jefferson County Visitors & Convention Commission
- Marion County Fiscal Court
- Oldham County Fiscal Court

- **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.**

Our firm takes great pride in developing clear, engaging, and comprehensive materials to support municipal clients in communicating their employee benefit programs. Below are examples of the types of materials we have designed and provided for similar clients to ensure successful adoption, understanding, and utilization of benefits such as Open Enrollment announcements, New Medical Plan understanding the differences, High Deductible Health Plans (HDHPs), wellness incentives, and prescription drug strategies.



OPEN ENROLLMENT
FREQUENTLY
ASKED QUESTIONS

Q: WHY ARE THERE PLAN CHANGES?

A: As the cost of health care continues to rise, Sample strives to strike the proper balance between a medical/rx plan that is valued by our employees but also affordable to all. Therefore, in order to minimize the impact to employee contributions, plan design modifications were made. Modifications to the plans include increasing deductibles, out-of-pocket maximums, and copays. The plan changes are shown on the Medical Benefits Comparison chart.

Q: WHAT IF I ELECT THE HSA OR CHOICE PLAN AND HAVE AN EMERGENCY?

A: In the instance of a true emergency, your plan will cover your emergency room claim as in-network. For non emergencies, consider all your options such as urgent care, your primary care physician, or telemedicine.

Q: DID THE PRESCRIPTION CO-PAYS INCREASE?

A: Prescription drugs continue to increase in costs faster than any other part of healthcare. As such, the prescription drug copays on both the Choice and Choice Plus plans were increased to manage overall costs.

Q: HOW DOES THE FAMILY DEDUCTIBLE WORK ON THE HSA PLAN?

A: If you and your covered dependents are covered under the HSA plan, your whole family together must meet the family deductible before the plan shares in the cost of coverage (coinsurance). For example, a family of three must meet the full deductible of $3,300 together before coinsurance applies.

Q: WHAT HAPPENS TO FUNDS IN MY HSA IF I MOVE TO THE CHOICE OR CHOICE PLUS PLAN?

A: Money in your HSA is always yours. In order to be eligible to receive employer and employee contributions to the account, you must be enrolled in the HSA plan. If you move from the HSA plan to the Choice or Choice Plus plan you can continue to use any money in the account on qualified medical expenses.

Q: HOW DOES THE FAMILY DEDUCTIBLE WORK ON THE CHOICE & CHOICE PLUS PLANS?

A: Under the Choice and Choice Plus plans, each individual of the family must meet their own deductible versus the whole family. Example : Bob and Jane are covered by the Choice plan. When Bob meets his deductible of $300, coinsurance will apply, even though the family deductible is $600.

## MEDICAL BENEFITS COMPARISON

### 2020 OPEN ENROLLMENT

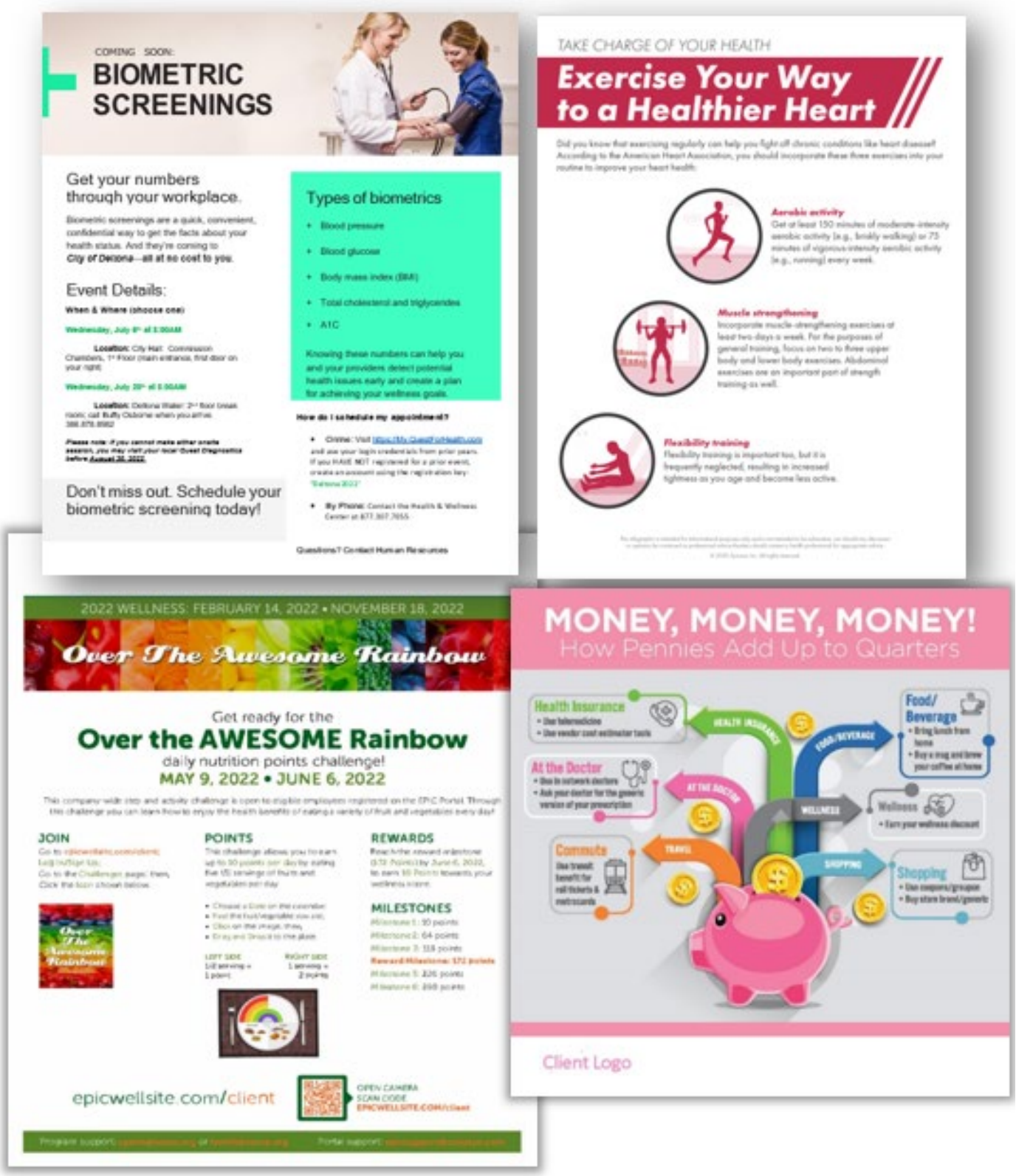
Sample cares about the health and well-being of you and your family, and we are dedicated to providing a comprehensive benefits package. Below is a summary of the 2020 medical plan options. Plan changes are highlighted in red with the current, 2019, plan design in parenthesis. At the bottom of each plan are the monthly employee contributions, the current contributions are in parenthesis for you to see how much they are increasing.

| | OPT 1 HSA PLAN | OPT 2 CHOICE PLAN | OPT 3 CHOICE PLUS PLAN | |
|---|---|---|---|---|
| **MEDICAL BENEFIT** | **IN-NETWORK ONLY** | **IN-NETWORK ONLY** | **IN-NETWORK** | **OUT-OF-NETWORK** |
| **Annual Deductible** | **Individual:** $1,650 ($1,500)<br>**Family:** $3,300[1] ($3,000)[1] | **Individual:** $300 ($200)<br>**Family:** $600 ($400) | **Individual:** $300 ($200)<br>**Family:** $600 ($400) | **Individual:** $500 ($300)<br>**Family:** $1,000 ($600) |
| **Out-of-Pocket Maximum** | **Individual:** $3,000<br>**Family:** $6,000 | **Individual:** $3,000 ($2,500)<br>**Family:** $6,000 ($5,000) | **Individual:** $3,000 ($2,500)<br>**Family:** $6,000 ($5,000) | **Individual:** $3,000 ($2,500)<br>**Family:** $6,000 ($5,000) |
| **Preventive Care** | | | | |
| Adult Preventive Care | No charge | No charge | No charge | 40%* |
| Adult Annual Physical Exam | No charge | No charge | No charge | 40%* |
| Well-Child Care | No charge | No charge | No charge | 40%* |
| **Outpatient Care** | | | | |
| Primary care physician office visits | 10%* | $25 copay | $25 copay | 40%* |
| Specialist office visits | 10%* | $40 copay ($35 copay) | $40 copay ($35 copay) | 40%* |
| Outpatient facility surgery | 10%* | 20%* (10%*) | 20%* | 40%* |
| **Outpatient Lab & X-Ray** | | | | |
| Diagnostic test (x-ray, bloodwork) | 10%* | No charge | No charge | 40%* |
| Imaging (CT/PET scans, MRIs) | 10%* | 20%* (10%*) | 20%* | 40%* |
| **Emergency Care** | | | | |
| Ambulance when medically necessary | 10%* | 20%* (10%*) | 20%* | 40%* |
| At hospital emergency room | 10%* | $150 copay ($100 copay) | $150 copay ($100 copay) | $150 copay |
| Urgent Care | 10%* | $50 copay ($25 copay) | $50 copay ($25 copay) | 40%* |
| **Maternity Care** | | | | |
| Prenatal and Post-natal care | No charge* | No charge | No charge | 40%* |
| Hospital services for mother and child | 10%* | 20%* (10%*) | 20%* | 40%* |
| **Mental Health** | | | | |
| Inpatient | 10%* | 20%* (10%*) | 20%* | 40%* |
| Outpatient | 10%* | $25 copay | $25 copay | 40%* |
| **Prescription Drug** | | | | |
| *Retail Pharmacy* (30 day supply) | | | | |
| Generic/Preferred/Non-Preferred | $10*/$30*/$50* | $15/$45/$80 ($7/$30/$60) | $15/$45/$80 ($7/$30/$60) | |
| *Mail Order* (90 day supply) | | | | |
| Generic/Preferred/Non-Preferred | $25*/$75*/$125* | $30/$90/$160 ($14/$60/$120) | $30/$90/$160 ($14/$60/$120) | |

*After deductible

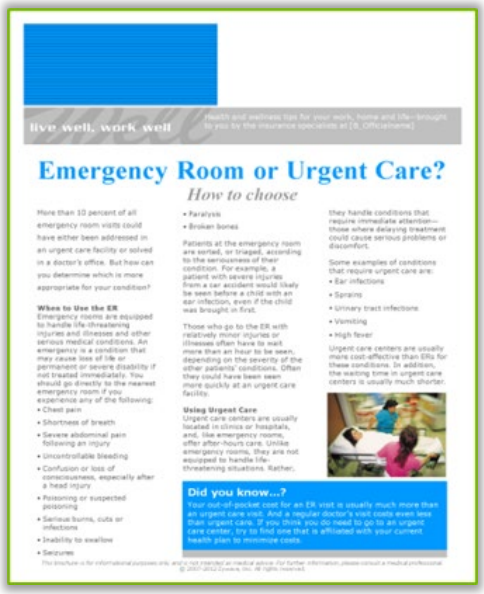
[1]No one in the family is eligible for benefits until the family deductible is met

| | | | | |
|---|---|---|---|---|
| **Monthly Contributions** | | | | |
| Employee Only | $55.00 ($54.22) | $95.00 ($88.74) | $120.00 ($112.18) | |
| Employee + 1 | $133.00 ($132.10) | $210.00 ($199.56) | $270.00 ($261.00) | |
| Employee + Family | $240.00 ($239.60) | $360.00 ($341.56) | $465.00 ($434.74) | |

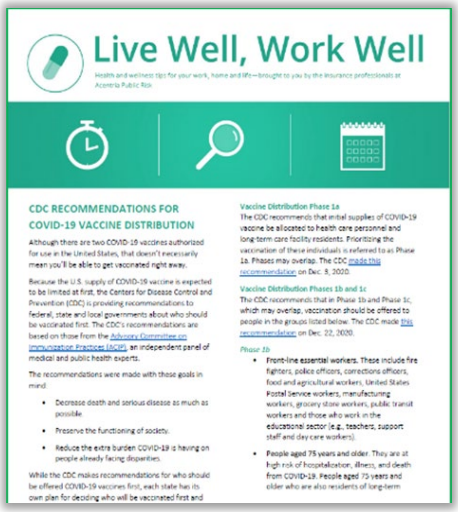

COMING SOON:
BIOMETRIC SCREENINGS
Get your numbers through your workplace.
Biometric screenings are a quick, convenient, confidential way to get the facts about your health status. And they're coming to City of Deltona—all at no cost to you.
Event Details:
When & Where (choose one)
Types of biometrics
Blood pressure
Blood glucose
Body mass index (BMI)
Total cholesterol and triglycerides
A1C
Knowing these numbers can help you and your providers detect potential health issues early and create a plan for achieving your wellness goals.
How do I schedule my appointment?
Online:
By Phone:
Questions? Contact Human Resources
Don't miss out. Schedule your biometric screening today!
TAKE CHARGE OF YOUR HEALTH
Exercise Your Way to a Healthier Heart
Aerobic activity
Muscle strengthening
Flexibility training
2022 WELLNESS: FEBRUARY 14, 2022 • NOVEMBER 18, 2022
Over The Awesome Rainbow
Get ready for the
Over the AWESOME Rainbow
daily nutrition points challenge!
MAY 9, 2022 • JUNE 6, 2022
JOIN
POINTS
REWARDS
MILESTONES
epicwellsite.com/client
MONEY, MONEY, MONEY!
How Pennies Add Up to Quarters
Health Insurance
At the Doctor
Commute
Food/ Beverage
Wellness
Shopping
Client Logo

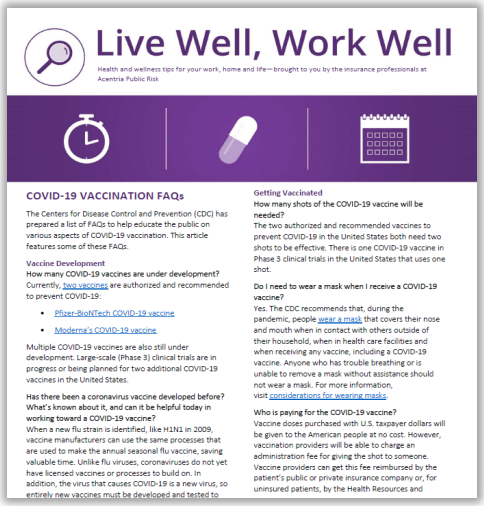

exciting. fresh. original.
BENEFITS GUIDE 2020
CLASSIC
INTRODUCING OUR EMPLOYEE EDUCATION AND COMMUNICATION MATERIALS!
Keep your employees engaged in their benefits with inspiring designs for your employee education materials!
Choose from nine completely unique looks.


Open Enrollment Is Here!
There are no plan changes to your benefits, please see attached rates and payroll deduction for medical, dental and vision insurance. If you do not have any changes, you do not need to do anything with Employee Navigator except if you plan to elect or renew your Flexible Spending Account.
Pick a Date to Join us for our Benefit's Fair
Tuesday, October 8 from 9:00am – 4:30pm
Wednesday, October 9 from 9:00am - 4:30pm
Thursday, October 10 from 9:00am – 4:30pm
LEAD THE WAY


live well, work well
Emergency Room or Urgent Care?
How to choose
Did you know...?


Meet Your Onsite Health Coach
About Paula:
Paula Rojas
Onsite Health Coach
Paula is passionate about promoting health and preventing diseases, she believes in enjoying life and having a balanced lifestyle, working towards achieving a healthy optimal life. Paula has over 8 years of experience in life changing community programs, she is fluent in Spanish and enjoys learning about new cultures. In her free time, she enjoys practicing yoga, cooking and eating chocolate. She looks forward to meeting and learning more about you.
How can a health coach help me?
Paula is available to meet with you to discuss lifestyle behaviors you may want to address such as weight management, physical activity, nutrition counseling, and disease prevention. Your Health Coach will help you create and work toward your personal health goals.
Will my personal information that I share with my health coach be protected?
Yes, all your personal health information will be protected in accordance with HIPAA. None of your personal information will be shared with your employer.
What other services does my health coach offer?
Your onsite Health Coach will plan and implement worksite wellness events and activities such as:
Increase understanding of modifiable health risks
Coach employees to develop personal health behavior goals
Demonstrate how to navigate UnitedHealthcare tools and resources
Refer employees to appropriate wellness programs and services
Perform blood pressure/weight/BMI screenings
Provide health education to groups and individuals
Promote onsite events such as health fairs, weight, & fitness challenges
Overall, your Health Coach will help inspire and motivate you to achieve optimal health and wellbeing.
How can I reach my health coach?
Telephone: 651-414-8503 Email: paula_rojas@uhc.com


Live Well, Work Well
CDC RECOMMENDATIONS FOR COVID-19 VACCINE DISTRIBUTION
Vaccine Distribution Phase 1a
Vaccine Distribution Phases 1b and 1c
Phase 1b

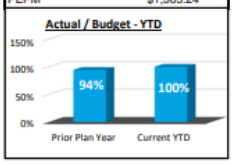

Live Well, Work Well
COVID-19 VACCINATION FAQs
Getting Vaccinated
Vaccine Development

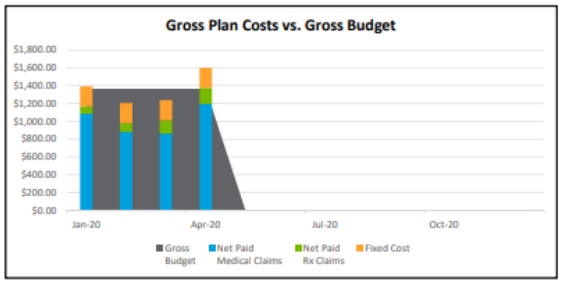

HRInsights
Brought to you by the insurance professionals at
Acentria Public Risk
Managing the Mental Health of Returning Employees
Consider a Slow Open
Think About Caregivers

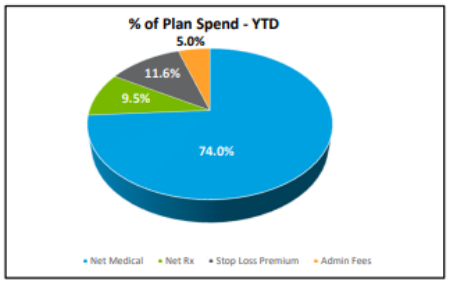
- Gross Plan Costs for the Current Period YTD are running at 99.6% of the YTD Current Period's Gross Budget.
- Gross Plan Costs for the Prior Period ran at 93.9% of the Prior Period's Gross Budget.
- Medical net of Stop Loss for the current period was 74.0% of the Current Period's Gross Budget. Rx was 9.5% and Administration and Stop Loss was 16.5% of the Current Period's Gross Budget.
- There are 8 Large Claimants in the Current Period and there were 16 in the Prior Period.
- The Average Employee Enrollment in the Current Period is 1,165 and in the prior period it was 1,036.

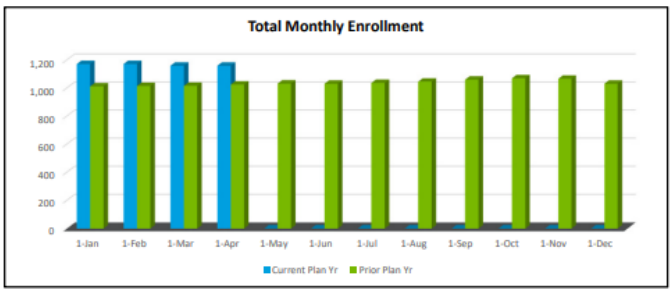
**Budget Summary**
**Current - YTD**

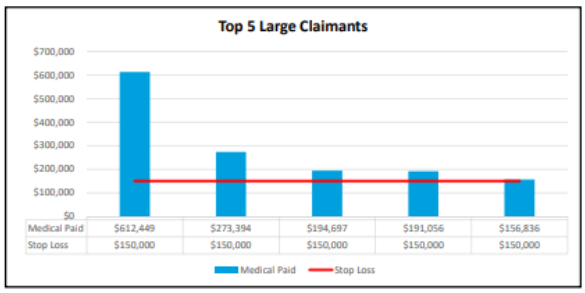
| | |
|---|---|
| Gross Plan Costs | $6,336,451 |
| PEPM | $1,359.49 |
| Gross Budget | $6,363,227 |
| PEPM | $1,365.24 |



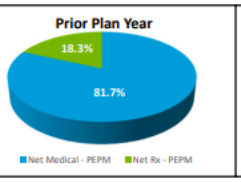



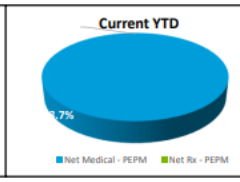



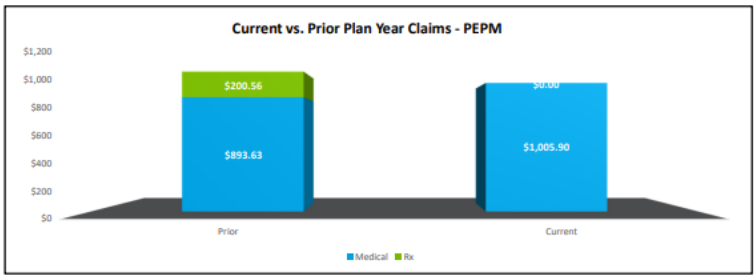



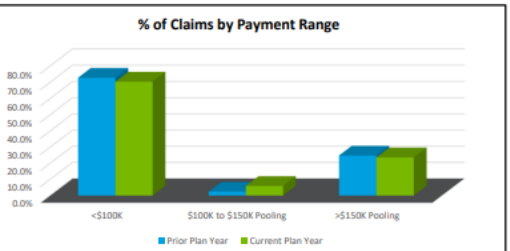

- The YTD Current Period Claim PEPM is: $1,005.90, compared to Prior Period's $1,094.18.
- In the Current Period, Rx Claims represent 0.0% of Total Medical and Rx Claims; this is compared to 18.3% in the Prior Period. (Generally, Rx Claims represent 18-25% of Total Medical and Rx Claims).
- In the Prior Period, the Stop Loss Reimbursement was 132.8% of the Paid Stop Loss Premium. In the Current Period, the Stop Loss Reimbursement is 95.7% YTD.
- The expected number of claims over $100,000 is 16.4, and over the pooling level of $150,000 is 8.5.*

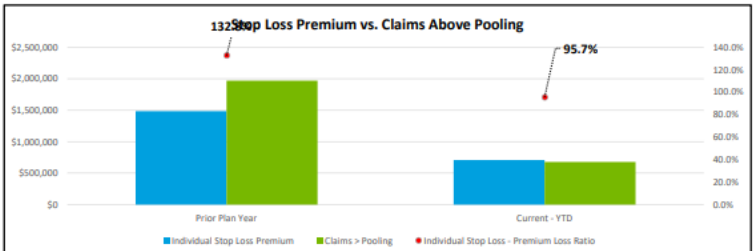
| | Prior Plan Year PEPM | Current YTD PEPM | % Change |
|---|---|---|---|
| Net Medical | $893.63 | $1,005.90 | 12.6% |
| Net Rx | $200.56 | $0.00 | -100.0% |
| Total Claims | $1,094.18 | $1,005.90 | -8.1% |




| | <$100K | $100K to $150K Pooling | >$150K Pooling |
|---|---|---|---|
| Prior Plan Year | $11,514,796 | $380,190 | $3,922,200 |
| Current Plan Year | $4,247,786 | $359,973 | $1,428,433 |

| | Current Plan Year | Prior Plan Year |
|---|---|---|
| Individual Stop Loss Premium | $708,595 | $1,484,652 |
| Claims Above Pooling | $678,433 | $1,972,200 |
| Loss Ratio | 95.7% | 132.8% |

- **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.**

## FRP'S EXECUTIVE TEAM LEADERSHIP



### Charlie Lydecker

Chairman/CEO, Foundation Risk Partners

Led by Charlie Lydecker, the experience of the Executive Leadership Team at Foundation Risk Partners includes publicly traded insurance intermediaries, best-in-class regional brokers and specialty distributors. The collaborative result is a leadership team that is relentlessly focused on continuing to develop a sales organization where everyone can be the most successful while being exceptional at analyzing risk exposure and providing the best solutions for our clients.♦

**John Turner**
*Chief Operating Officer, Foundation Risk Partners*

**Chris Bell**
*Chief Administrative Officer, Foundation Risk Partners*

**Thomas Tinsley**
*Co-Founder / Senior Advisor, Foundation Risk Partners*

**Ben Barbieri**
*Chief Acquisition Officer, Foundation Risk Partners*

**Natalie Corbett**
*Chief Human Resources Officer, FRP*

**Kevin Mason**
*President of Southeast Region, Foundation Risk Partners*
*CEO/Co-Founder, Acentria*

**Mary Lawless**
*COO of Southeast Region, Foundation Risk Partners*
*President, Acentria*

**Tom Leek**
*Chief Legal Officer / EVP, Foundation Risk Partners*

**Jeff Leonard**
*Chief Financial Officer, Foundation Risk Partners*

**Alan Florez**
*Chief Sales Officer / EVP, Foundation Risk Partners*

**Rich Dinan**
*Chief Information Officer, Foundation Risk Partners*

**Mike Lisa**
*National Benefits Sales Leader, EVP*
*Co-President/CEO, Corporate Synergies*

**Andrew Bloom**
*National Benefits Operations Leader, EVP*
*Co-President/CEO, Corporate Synergies*

**Paul LaRubbio**
*SVP of Finance, Foundation Risk Partners*

# John Kern

Regional Vice President
407-612-6343
485 N Keller Rd, Suite 100
Maitland, FL 32751



## Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Regional Vice President
  8/2017- Present
- LassiterWare Insurance
  Vice President, Employee Benefits
  8/1999-7/2017

## Education

- Bachelor of Science, Florida State University

John Kern is an accomplished healthcare executive with experience in all phases of employee benefits consultation. He has earned an industry-wide reputation as a creative developer of benefits solutions. He has deep expertise with short- and long-term benefits strategy, healthcare reform/regulatory compliance, funding alternatives, wellness plans, benchmarking, benefits and payroll administration, actuarial services, executive benefits and private exchanges. He serves as Corporate Synergies' leader for the Florida Region, where he has overall management responsibility for a team of benefits consultants and account management professionals while serving as the lead consultant on numerous clients.

Previously, he served for 18 years at Florida-based Lassiter-Ware, a full-service employee benefits and property & casualty insurance broker. As Vice President of the Employee Benefits Division, he and his team provided comprehensive, long-term strategic planning and benefits consultation for a wide range of clients representing numerous industries.

John earned a Bachelor of Science degree from Florida State University.

FOUNDATION
RISK PARTNERS
PUBLIC ENTITY SERVICES

# Eric Brewer

Vice President –Senior Benefits Consultant
772-913-1453
485 N. Keller Road, Suite 101
Maitland, FL 32751



## Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Vice President, Senior Benefits Consultant
  11/2013- Present
- Aon
  Senior Benefits Service Manager
  4/2011-11/2013
- Connextions Healthcare
  Project Manager / Business Analyst
  5/2009-4/2011
- William Blair & Company
  Corporate Finance Analyst
  1/2008-12/2008

## Education

- Bachelor of Arts, Brown University

## Professional Designations

- 0215 - Life, Health & Variable Contracts Insurance Agent

Eric Brewer is an accomplished healthcare professional with over a decade of experience helping employers navigate the cost pressure, regulatory compliance and administrative challenges that go along with a group benefits program. Eric's knowledge of self-funding, pharmacy benefit carve-outs, reference-based pricing and population health management help him guide his clients based on each employers' unique needs and circumstances. Eric takes pride in being innovative and disruptive, with a long-term strategic focus to help his clients' combat constant market pressures. Throughout Eric's career, he has managed benefit programs for employer groups ranging from 250 to 25,000 employees.

Out of the office, Eric is a proud husband, and a father of two boys. Eric can often be found fishing or golfing when he's not in the office. Eric earned a bachelor's degree in economics from Brown University, Providence, Rhode Island. Eric served as defensive captain of the Brown Football team and was proudly part of Brown's 2005 Ivy League Championship team. Years of industry experience: 15+.

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

# Paul Schandel

Director of Account Management
386-299-1324
780 W. Granada Blvd.
Ormond Beach, FL 32174



## Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Director of Account Management
  4/1/2017- Present
- Reames Employee Benefits Solutions
  Benefits Consultant
  3/2007-3/2017
- Florida Health Care Plans
  Marketing Coordinator
  8/2003-3/2007

## Education

- Bachelor of Arts in Business Administration, University of Florida

## Professional Designations

- CSFS – Certified Self-Funding Specialist
- REBC – Registered Employee Benefits Consultant

Paul has extensive experience with compliance, benefit administration systems, account management, comprehensive benefit plan design, financial analysis, marketing, negotiations, carrier relationships, client retention, cost mitigation, employee advocacy, and wellness.

Current responsibilities at Corporate Synergies. include defining client requirements, coordinating internal support, ensuring client satisfaction and retention, implementation of best practices, creating better processes and efficiencies, day to day service and support, benefit meetings, carrier and renewal analysis, and many other responsibilities and duties.

Paul has been an employee benefits consultant since 2007 and worked with a large health carrier prior to assisting employers with designing and implementing dynamic and competitive employee benefit packages. He is a graduate from the University of Florida with a bachelor's degree in business administration and economics, has obtained the Registered Employee Benefits Consultant (REBC) designation from the America College of Financial Services and the Certified Self-Funding Specialist (CSFS) designation from Health Care Administrators Association.

He has a passion for his local community and is on the Board of Directors for Easterseals Northeast Central Florida, Early Learning Coalition of Flagler & Volusia, and Community Partnership for Children. Paul is also highly involved in Rotary with the Rotary club of Daytona Beach.

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

# Robin Riley



Senior Vice President – Director of Client Services
386-281-3767
780 W. Granada Blvd.
Ormond Beach, FL 32174

## Work Experience

- Senior Vice President, Benefits Team Leader for Acentria Public Risk from 2018 - 2024
- Senior Vice President, Director of Client Services 2024 to present.
- Brown & Brown - Public Risk Insurance Agency from 2008 - 2018 in the following roles:
  - Account Manager
  - Account Executive
  - Vice President, Benefits Division

## Education

- Asheville Buncombe Technical College – 2 years

## Professional Designations

- Group Benefits Associate, Certified Employee Benefits Specialist Program through Wharton University of PA.
- Voluntary Benefits Specialist, The Hartford School of Insurance
- Group Benefits Disability Specialist, The Hartford School of Insurance

## Association Memberships

- Florida Public Human Resources Association
- Society for Human Resource Management

Robin Riley, Team Leader is an accomplished healthcare professional with 25 years of insurance industry experience. During this time, she has specialized with Florida's public entity health and welfare programs for the past 23 years. Her working history includes experience with a national insurance carrier, Account Management for a third-party administrator, and Account Management advancing to an Account Executive then Vice President for a national brokerage firm.

As a Team Leader for Acentria Public Risk, Robin is responsible for the overseeing all aspects of your program. She has a wealth of knowledge and experience with self-funding, level-funding, public entity pooling, carrier relations, onsite health care centers, wellness programs, claim mitigation and plan analysis. Her expertise in compliance issues, state and federal regulations also make her a valuable asset to our team and our clients.

Robin's responsibilities include analysis of benefit plans and claims utilization, identifying client benefit goals and financial objectives, management of various funding arrangements, managing client's formal bid process and evaluation, liaison with carrier relations, presentations to various committees and boards, coordination of open enrollments, health fairs and work in tandem with team on escalated member issues and billing reconciliation.

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

# Jonathan Jallad

Vice President –Sales Leader
407-775-7350
919 Lake Baldwin Lane, Suite A
Orlando, FL 32814



## Work Experience

- Foundation Risk Partners dba Acentria Insurance
  Vice President Sales Leader
  6/1/2021- Present
- LSJ Insurance Agency, Inc. DBA ISU Jallad Insurance Services
  Founder/Owner, Vice President and Sales Producer for Public Entity Insurance
  2/2011-6/2022
- Accredited Surety and Casualty Company, Inc
  Assistant Vice President, Bail Marketing.
  8/2007-12/2010

## Education

- Bachelor of Arts, University of Central Florida

## Professional Designations

- CLCS – Commercial Lines Coverage Specialist

In Jonathan's current role, he is responsible for the growth and operation of FRP Public Entity Services (Employee Benefits) and Acentria Public Risk (Property, Casualty & Risk Management). In addition to the supervision of sales and service, Jonathan assists with carrier relationships, program development, design and placement stewardship and negotiation to all FRP's public entity clients.

Prior to his role as Vice President, Sales Leader for Acentria Public Risk, Mr. Jallad founded, led, and grew an all-lines general insurance agency, which he sold and merged with Acentria. Within this role he was responsible for all functions of the agency, including but not limited to new sales, agency management, carrier relations, customer experience and acting as resource leader for his colleagues. Jonathan developed and grew the public sector division of the agency to represent cities, schools and special districts located throughout Florida.

His focus was and always will be a client first approach, which was the guiding principle that propelled the growth and ultimate success of the agency. Mr. Jallad still works hand in hand with his public sector clients and looks forward to *serving those that serve others*.

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES



**Daniel Kuperstein, ERISA Attorney**
**Account Role: Benefit Program Compliance Executive Leadership and Client Support**

Our skilled internal compliance staff is under the direction of Dan Kuperstein, an ERISA attorney and expert in Healthcare Reform. He has deep expertise in employee benefits, labor, and employment law. He advises clients and ensures compliance related to, the Affordable Care Act, COBRA, HIPAA, ERISA, GINA, and all other government regulations related to employee benefits. Dan is a frequently published author of articles on regulatory compliance; these articles have been published by Employee Benefit News, Philadelphia Business Journal, Fortune, and several other respected media sources. Years of industry experience: 12+.



**Gary Cassidy, Director, Employee Education, Communications and Wellness**
**Account Role: Employee Education, Communications and Wellness Strategist**

Gary Cassidy and our internal creative team of writers and designers generate professional, branded communication materials that support the client and engage/educate employees. He manages our internal, award-winning (APEX, iCOMM, and carrier), communications and graphics staff who possess insurance industry and benefits experience. The creative team works with Account Management to develop and implement education and wellness strategies designed to drive positive changes in plan participant benefits understanding and behavior. Gary is a frequently published author of articles on wellness and disease management. Years of industry experience: 25.



**Eileen Scoggins, BenefitsVIP**
**Account Role: On-site Director of Employee Advocacy Center**

As Director of BenefitsVIP, our high-touch, first-to-call employee advocacy and service department, Eileen Scoggins instills a consistent focus on urgent and accurate benefits issue resolution. She manages the New Jersey and Florida BenefitsVIP staff, analyzes call/contact types to identify emerging trends or issues, and employs methods to resolve them. Years of industry experience: 21.



**Luray Tobar, Client Solutions Director**
**Account Role: New Client Service Solution Launch Supervision**

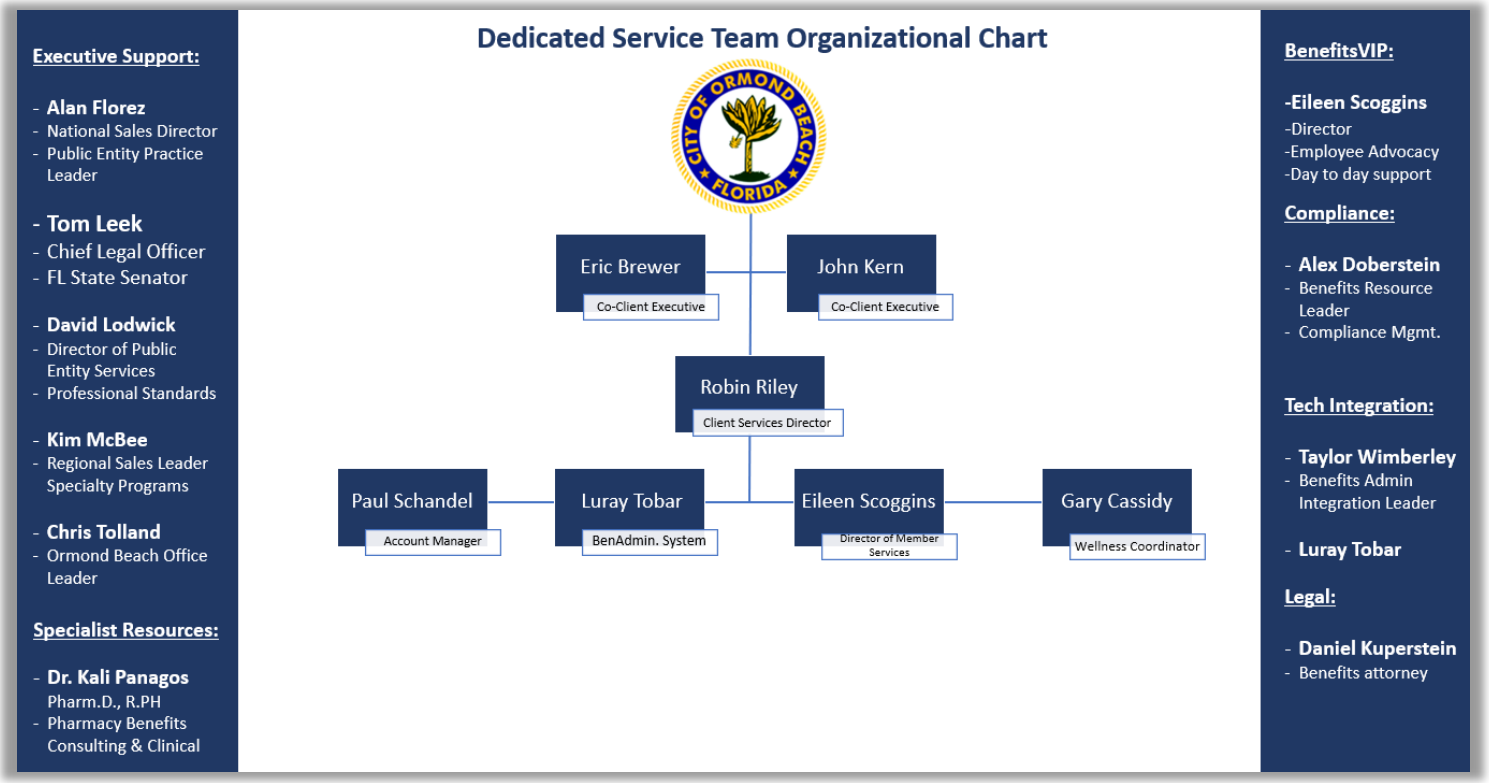
Luray Tobar is the driving force behind new client benefits administration and technology solution service launches. She creates and drives standard processes and coordination of all client solutions-related activities. She oversees the implementation and maintenance of business administration technology and workflow automation. Her team members serve as project managers and facilitators for and between the various internal FRP departments, the client, and third-party vendors. Client solutions manages the complete and timely implementation of the benefit solution, such as BenefitsVIP employee advocacy, COBRA, surveys, total compensation statements, our internal benefits administration technology, as well as fully outsourced benefits administration services. Years of industry experience: 20.

- **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, in the state of Florida, with a similar scope of service.**

  In addition to the resumes provided on the previous pages, below we have provided the years of experience of each service team member. Minimum of 5 years' experience and an average of over 10 years.

| Name: | Account Role: | Experience: |
|---|---|---|
| John Kern | Co-Client Executive | 25+ Years |
| Eric Brewer | Co-Client Executive | 14+ Years |
| Paul Schandel | Account Manager | 21+ Years |
| Robin Riley | Client Services Director | 25+ Years |
| Gary Cassidy | Wellness Director | 25+ Years |
| Luray Tobar | Director of BenAdmin | 20+ Years |
| Eileen Scoggins | Director of BenefitsVIP | 20+ Years |
| Dan Kuperstein | Benefits Attorney | 12+ Years |

- **Provide an organizational chart showing reporting structures for all key staff and dedicated team members.**



*Meet your service team:*

| Name/Title | Phone | Email | Office Location |
|---|---|---|---|
| **John Kern**<br>Lead Client Executive | Direct (407) 612-6343 | John.Kern@foundationrp.com | 485 N. Keller Rd., Suite 101<br>Maitland, FL 32751 |
| **Eric Brewer**<br>Co-Client Executive | Direct (407) 612-6355 | Eric.Brewer@foundationrp.com | 485 N. Keller Rd., Suite 101<br>Maitland, FL 32751 |
| **Paul Schandel**<br>Director of Account Management | Direct (386) 299-1324 | paul.schandel@foundationrp.net | 780 W. Granada Blvd<br>Ormond Beach, FL 32174 |
| **Robin Riley**<br>Director of Client Services | Direct (386) 281-3767 | Robin.Riley@Acentria.com | 780 W. Granada Blvd<br>Ormond Beach, FL 32174 |

- **Include three professional references for the individual designated to serve as the city's primary point of contact.**

Please see references with contact information below.

| Client Name | City of Winter Garden |
|---|---|
| Name of contact | Frank Gilbert |
| Contact Phone Number | 407-656-4111 ext. 2247 |
| Contact Email Address | Frank.gilbert@cwgdn.com |

| Client Name | City of North Miami |
|---|---|
| Name of contact | Laura Woodley |
| Contact Phone Number | 305-895-9862 |
| Contact Email Address | lwoodley@northmiamifl.gov |

| Client Name | City of Miami Beach |
|---|---|
| Name of contact | Lorena Bravo |
| Contact Phone Number | 305.673.7524 |
| Contact Email Address | LorenaBravo@miamibeachfl.gov |

WINTER GARDEN

May 28, 2024

Re: Corporate Synergies Employee Benefits

To Whom It May Concern:

City of Winter Garden

P: 407.656.4111

300 West Plant Street
Winter Garden, FL
34787
wintergarden-fl.gov

I have been requested to write a letter of recommendation for Corporate Synergies. It is my honor to do so. I have had the pleasure of working with professionals from this company for the last twenty (20) years.

Corporate Synergies has exceeded our expectations in many ways. Whether it is taking care of employee claims, explaining EOBs, or answering daily questions that may arise.

If you want a company that becomes an extension of your HR team, to help employees with enrollments, on-site visits and providing great advice on plan design, funding, self-insured or fully funded programs and wellness programs. If you are seeking innovative ways to achieve your employee benefit goals then I suggest you let Corporate Synergies be your partner as they have been our strategic partner for many years.

If you have any questions, please call me at 407.656.4111 ext. 2247 or frank.gilbert@cwgdn.com.

Sincerely,

Frank M. Gilbert
Asst. City Manager – Administrative Services

WINTER GARDEN, FLORIDA | A CHARMING LITTLE CITY WITH A JUICY PAST.

NORTH MIAMI
FLORIDA

June 3, 2024

**Re: Recommendation Letter**

To Whom It May Concern:

This letter serves as an official recommendation for Corporate Synergies. I have had the privilege of working with Eric Brewer and his team for the past two (2) years in his capacity as Vice President, Senior Benefits Consultant. Eric and his team are dedicated, hardworking, knowledgeable, and do an exceptional job as the City of North Miami's "Record of Agent".

It is truly a pleasure to work with consultants that are not only professional but produce positive results. Therefore, I highly recommend Corporate Synergies along with Eric Brewer and Team without any reservations.

Please do not hesitate to contact me if you need any further assistance or have any questions. I can be reached via email at lwoodley@northmiamifl.gov or by phone at (305) 895-9862.

Sincerely,

Lura F. Woodley
Personnel Director

776 NE 125 Street | North Miami | Florida | 33161 305.893.6511

# Tab 4

# Scope of Services

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.**

   Our renewal/bidding process begins with a pre-renewal meeting that is 6 months in advance of the renewal. Our in-house underwriters and actuary partners will develop budget and claim projections for the upcoming year. Our team will focus on the following:

   *Claim reporting, utilization review, employee survey, benchmarking, the state of the carriers, emerging trends, administrative issues or concerns, future budgetary concerns, the development of the renewal timeline and approach.*

   This information will prepare the City in advance of a bid process or warranted vendor change. We will lay out the pros and cons of the process before a final decision is made, plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in-person), wellness capabilities, service guarantees and their specific renewal methodologies. Committee members will have the ability to meet with the potential new vendor(s) prior to making a final decision.

   As a hopeful partner with the City, we wish to make it clear that we will work for you, not insurance companies. Our commitment is to, year in and year out, negotiate the optimal carrier contracts available in the marketplace and leverage the breadth and depth of our book of business to do so.

   Our team provides this service through our Tier 1 / Preferred status with most of the major insurers that typically results in a higher level of advocacy from the carrier, including but not limited to:

   - Dedicated service teams providing quick resolutions.
   - Direct access to underwriters and medical directors.
   - Accelerated case implementation.
   - New products roll out.
   - Enhanced claims reporting at no additional cost.
   - Inclusion on the carriers' Advisory Council.

   **Market Solicitation and Renewal Negotiation:**
   All vendor proposals will be reviewed and evaluated by our team prior to presentation to the County staff. This evaluation and presentation process will be inclusive of the following:

   - Keep the City sunshine & procurement compliant according to FL Statutes 112.08
   - Provide a detailed carrier analysis of their proposed contract, plans, and cost compared to the in-force program.
   - Illustrate the differences to include the advantages and disadvantages.
   - Total program cost details.
   - Employer and employee contribution modeling.

- All proposal details to include caveats and exclusions.
- Network analysis with reports on provider disruption, discounts, to determine viable options for the County.

Once our analysis is complete, we will meet with Human Resources, Budget, and Finance staff as needed to review all options and recommendations. After our presentation, we will begin the best and final negotiation process, securing any missing information and clarifying details prior to making a final recommendation. We will collaborate with the City's staff on the best and final process, then we will provide a formal evaluation and recommendation for presentation to the City for approval.

| Renewal Process Schedule | | |
|---|---|---|
| **Work Plan** | | **Time Frame** |
| Establish Objectives | Pre-renewal meeting | 180 days prior to renewal |
| | Develop the renewal strategy with The City's staff/Human Resources | |
| | Discuss current benefits and carriers | |
| | Discuss Voluntary Benefits | |
| Gather Data | Collect information for insurance carrier submissions | 150 days prior to renewal |
| | Analyze employee survey results | |
| | Prepare RFPs with coordination and approval from HR and Procurement | |
| Receive Proposals | Procurement post RFP to bid site | 120 days prior to renewal |
| | Receive proposals from insurance carriers responding to the RFP, including current carrie renewal. | |
| Prepare Marketing Presentation | Prepare marketing presentation and present to the City Manager and HR. | 120 days prior to renewal |
| | The City procurement to request best and final offer from top ranking carriers | |
| | Present best and final to the City Manager and HRHR Staff | |
| | Attend the City's Council meeting to present recommendations for approval | |
| Enrollment Meetings | Coordinate with Human Resources to set up dates, locations and time for open enrollment meetings | 90 days prior to renewal |
| | Create electronic OE Communications and Presentation | |
| | Provide Human Resources with Open Enrollment Flyers | |
| | Develop and Deliver Employee Benefit Guides | |
| | Coordinate and attend all open enrollment meetings | |
| Manage Eligibility | Submit and confirm eligibility e-files from carriers | 60 days prior to renewal |
| | Dependent Eligibility File Updated | |
| | Enroll/Communicate changes to COBRA participants | |
| | Group numbers issued and ID cards ordered | |
| Finalize & Confirm | ID cards delivered | 30 days up to effective date |
| | Reconcile all carrier invoices | |
| | Verify accuracy of all policies and contracts | |
| | Confirm objectives and goals were satisfied | |

**2. Compile and present plan utilization data to the city on a quarterly basis with appropriate analysis, recommendations, and forecasting.**

We will **compile and present comprehensive plan utilization data to the City on a quarterly basis**, ensuring transparency and actionable insights. Each report will include:

- **Detailed utilization metrics** (e.g., claims volume, high-cost claimants, ER usage, preventive care engagement)
- **Trend analysis** comparing current and historical data
- **Cost drivers identification** and plan performance benchmarks
- **Strategic recommendations** to enhance plan efficiency, employee engagement, and cost containment
- **Forecasting models** to anticipate future utilization patterns and inform budgeting and plan design decisions

Our team will review these findings with City representatives each quarter, offering **data-driven guidance** to support ongoing benefits optimization and long-term planning.

**Claims Analysis:**
*When the claim reporting data is available from the carrier*, we can drill down and identify hidden cost drivers in health and welfare benefits plans through our claim analyzer tool, Claros Analytics.

Claros Analytics Support uses real-time and historical data. The program articulates how your healthcare plan design, member demographics, claims experience and utilization will impact premium rates by using the City's profile and claims data to credibly project the future. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.

We analyze past plan performance and project future costs. We can illustrate your most recent claims experience into an alternative funding model to show "what if we were self-funded?" scenarios. We then provide cost projections and comparisons between funding alternatives.

ABC Company

# Health Plan Cost

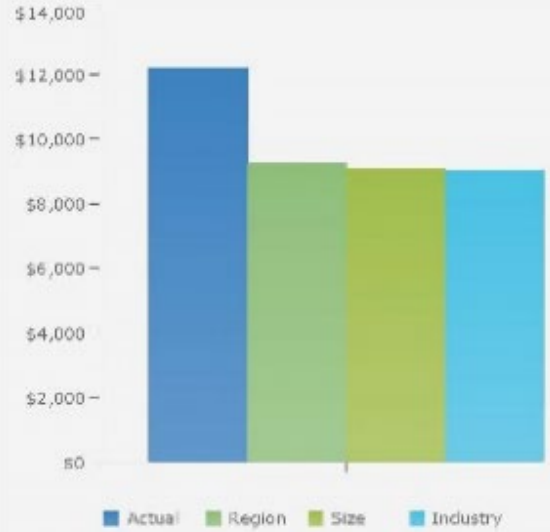
Gauge how your total health plan expense per employee compares to that of other similarly sized employers in your region and industry. Keep in mind:

- Prescription drug and fixed costs shown are based on values provided.
- Claim amounts represent claims paid during the period; they may not reflect all claims incurred over this period.

| | |
|---|---|
| Region | Midwest |
| Industry type | Manufacturing |

**Points to consider:**

- Do you employ the most appropriate funding method for your health plan?
- Is there a need to review contribution levels or implement a spousal carve-out?
- What impact do catastrophic claims have on your costs?
- Is there a noticeable return on investment for managed care or other cost containment programs?
- Would potential cost savings be achieved if services, such as utilization review and disease management, were unbundled?




| | |
|---|---|
| Total number of employees | 912 |
| Actual cost per employee | $12,204.99 |
| Total health plan cost | $11,130,947.61 |
| Norm cost per employee (region) | $9,230.54 |
| Norm total cost (region) | $8,418,250.00 |
| Norm cost per employee (employer size) | $9,082.90 |
| Norm total cost (employer size) | $8,283,601.00 |
| Norm cost per employee (industry type) | $9,039.73 |
| Norm total cost (industry type) | $8,244,235.00 |

Norm source: "Employer Health Benefits Annual Survey", The Henry J. Kaiser Family Foundation and Health Research and Educational Trust

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386970 - January 1, 2018 - December 31, 2018[3]

### 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.

**Our Approach to carrier and product selection:**
Our consultants have exclusive access to advisory boards of the most dominant carriers in the market. We represent virtually every carrier nationwide and sit on several national advisory boards: Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife and Reliance Standard. We have achieved Preferred status with most of the major insurers. Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- Enhanced claims reporting at no additional cost.
- Dedicated service teams.
- Inclusion on the carriers' Advisory Council.
- Accelerated case implementation.
- Direct access to underwriters and medical directors.
- New product roll out.

We maintain direct access to decision-makers within carrier organizations and can leverage when negotiating with carriers on rates, policy terms, plan design, and escalated issues. Our carrier relationships provide us with leading edge concepts such as alternative funding, consumer driven health plans, onsite clinics, offsite clinics, disease management, innovative plan designs and wellness programs.

Foundation Risk Partners has extensive experience in dealing with all types of funding arrangements, including fully insured, minimum premium, self-funded programs, as well as numerous insurance carriers, third party administrators and stop loss providers. Our proprietary Risk Decision Support Tool uses real-time and historical data to help employers make crucial funding decisions. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.

***Carrier Tier 1 Status and Broker Advisory Boards:***
Foundation Risk Partners maintains Tier 1 status with all major carriers. The criteria and benefits differ depending on the carrier; however, this normally means that Foundation Risk Partners and our clients receive a higher level of advocacy from the carrier, including but not limited to enhanced claims reporting at no additional cost, dedicated service teams, inclusion on the carriers' Advisory Council, accelerated case implementation and direct access to underwriters and medical directors. We maintain direct access to decision-makers within carrier organizations. We leverage this industry clout when negotiating with carriers on rates, policy terms and plan design.

We maintain relationships with and have access to the C-suite and executive management of all major national and regional carriers. Several members of our staff serve on the Broker Advisory Boards of national insurers, including those on the following page:

| Preferred Carrier Partners | | |
|---|---|---|
| **Florida's Largest Carriers** | **Broker Status Tier** | **Broker Advisory Board Member** |
| Aetna | Platinum (Top) | Yes |
| Cigna | Platinum (Top) | Yes |
| Florida Blue | Diamond (Top) | Not Available |
| Hartford | Preferred | Yes |
| Humana | Top | Yes |
| Lincoln Financial | Preferred | Yes |
| MetLife | Preferred | Yes |
| Reliance Standard | Preferred | Yes |
| United Concorida | Preferred | Yes |
| United HealthCare | Platinum (Top) | Yes |

| Ancillary / Supplemental Carrier Partners | | | |
|---|---|---|---|
| Aetna Ancillary | Advantica | Aflac | AllState |
| Ameritas | Cincinnati Life | Colonial | Delta Dental |
| EyeMed | Florida Combined Life | Guardian | Hartford |
| Humana Ancillary | Lincoln | Minnesota Life | Mutual of Omaha |
| OneAmerica | Principal | Renaissance | Simple Dental |
| Solstice | Sun Life | The Standard | TransAmerica |
| United Healthcare Ancillary | United Security | Unum | VSP |

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.**

**Employee Advocacy:**
Through personal and ongoing contact with the City and your employees, our in-house advocacy unit (BenefitsVIP) will identify, track and report benefit inquiries, activities, and issues. We compile this information in a BenefitsVIP Analysis Report, which provides valuable data on emerging service trends, benchmarking, HR/employee usage, productivity savings calculations, and average resolution time. BenefitsVIP advocates stay involved in a claims issue from the first call from an employee through the resolution of the case. As they interact with your employees, they will collect data on these interactions, which are then utilized by Account Management and our benefits consultants to fine-tune benefit programs. An example: if multiple employees report that they don't understand how to use a specific aspect of their plans, this may indicate a need for a targeted education campaign.

**The call monitoring system, call tracking and resolution procedures used by your firm.**
The team lead is responsible for daily review of open cases. An automated system notifies team leads and the BenefitsVIP director if a case is open longer than expected using type of case as the determining factor. BenefitsVIP representatives handle their case communication whether requesting additional information or providing resolution.

Unlike typical call centers that are measured by average handle times (which translates into moving the employee off the phone call as quickly as possible) the measurement of the BenefitsVIP support center's success is the employee's peace of mind. One of the many attributes of BenefitsVIP is its ability to increase employee satisfaction with their benefits plans. Rather than our advocates being measured by average handle time, they are measured on the timeliness of resolutions, the percentage of resolutions we were able to provide on the first call, along with the percentage of resolutions provided within 24 hours.

**Our company-wide average is 91% of calls are resolved within 24 hours with 80% being resolved on the first contact we have with an employee. As an extension of our clients HR team, this ensures a positive and best in class level of support when we interact with our clients' employees.**

**How is employee satisfaction assessed?**
We monitor BenefitsVIP via our quality assurance program to ensure that our advocates are providing good service and accurate information. We can also design a custom survey for your BenefitsVIP team to use to determine satisfaction among your plan participants.

BenefitsVIP
Help starts here.

BenefitsVIP is NOT a Call Center…but rather a **one stop** first-party administrative and advocacy support team providing response and resolution for employees and their dependents.

Your BenefitsVIP team is an extension of your organization and available to employees/dependents in a variety of ways, making it a simple and seamless engagement. **Our team handles ALL your benefits with 1 number to call, no matter the carrier.**

**Phone (Vanity Line)**
Offered so that your advocacy team is identified in a branded way consistent with other services

**Email**
Inquiries activated from multiple points available to co-workers such as websites and portals

**Fax**
Inquiries can be sent via a dedicated line to your BenefitsVIP team

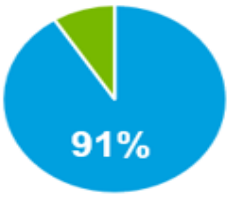



## Key Responsibilities

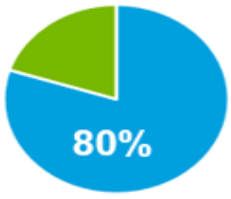
- Respond to Inquiries/Resolve Claims
- Plan Utilization & Trend Reporting
- Research Care Providers/Facilities
- Precertification for procedures/Rx
- Healthcare Coaching
- Verify Dependent Status
- Enrollment Support

## Operational Points

- Average 22 Years Industry Experience
- Direct Access to Carriers, Providers & Tools
- Flexible Access to Advocates
- Multi-Lingual
- National Time Zone Coverage
- Counseling Approach



Percent of issues resolved within 24 hours.



Percent of issues resolved in first call.



Average number of seconds to answer call.

BenefitsVIP
Help starts here.

## Reporting Examples

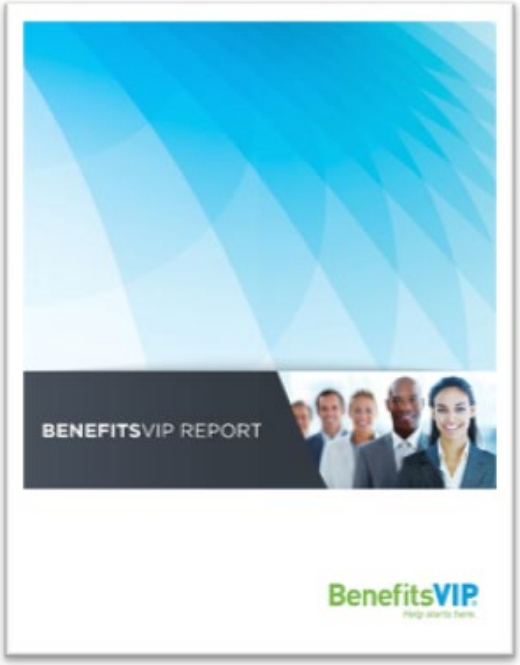
BenefitsVIP utilizes people and advanced technology to **identify**, **track,** and **report** issues and member actions/behaviors/satisfaction on an ongoing basis. This allows the customer service and experience of your employees to be **measured** and in cases, shows us where to improve. **Lastly, the reports serve as stewardship reports for audits/compliance with our scope of services.**

**Reports identify:**

- Detailed Utilization Information
- Emerging Service Trends
- Average Resolution Time
- HR/Employee Usage
- Productivity Savings Calculations
- Opportunities (e.g. Employee Education)

**Upon closing all cases, we can survey co-workers regarding their satisfaction with:**

- The outcome of the case
- How BenefitsVIP managed the case




**BenefitsVIP team members are employees of Foundation Risk Partners, located in the US, with avg experience of 20 years.*

## Test Client

**January 2023 through December 2023**

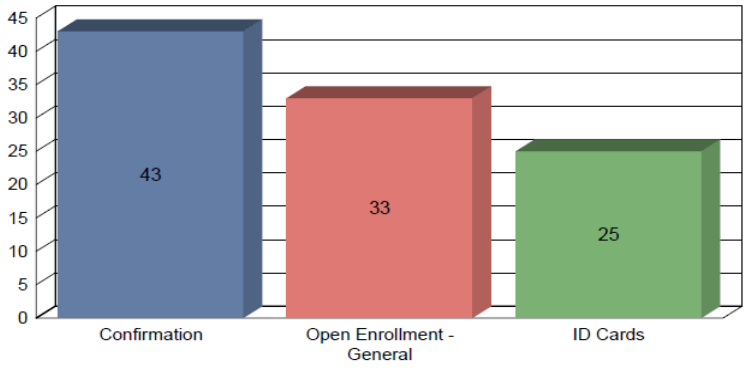
BenefitsVIP Help starts here.

## Executive Summary

Below is a quick snapshot of the total case review and top three service types for this reporting period.

### Total Case Review

| | |
|---|---|
| Total number of employees | 2,650 |
| Total cases | 282 |
| Average resolution time (in days) | 0.87 |
| Employer hours saved | 36.32 |
| Employee hours saved | 333.43 |
| Total Hours saved | 369.75 |




## Test Client

**January 2023 through December 2023**

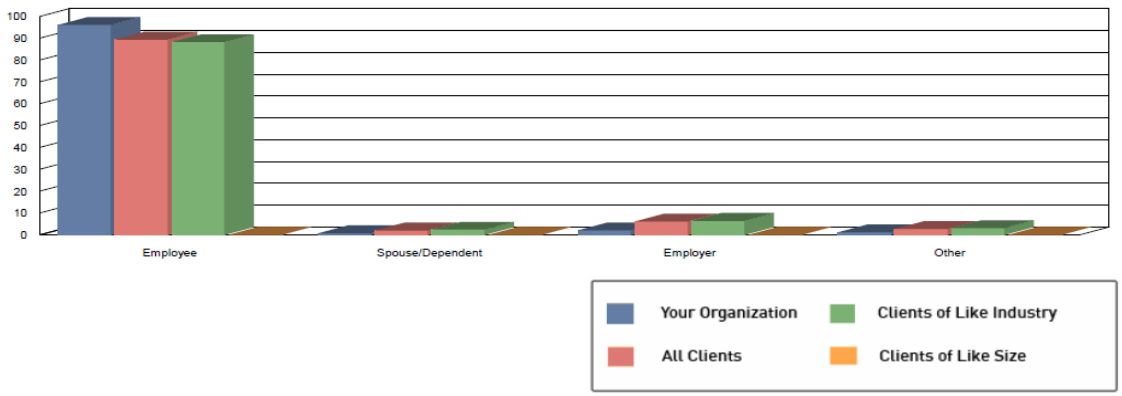
BenefitsVIP Help starts here.

## Who's asking?

Listed below are who contacts your BenefitsVIP® team compared to all Corporate Synergies clients, clients of like industry and clients of like size.

| Inquirer | Number of Cases | Your Organization | All Clients | Clients Of Like Industry | Clients Of Like Size |
|---|---|---|---|---|---|
| Employee | 271 | 96.1% | 89.3% | 88.2% | 0.0% |
| Spouse/Dependent | 2 | 0.7% | 2.0% | 2.4% | 0.0% |
| Employer | 6 | 2.1% | 6.1% | 6.4% | 0.0% |
| Other | 3 | 1.2% | 2.7% | 3.1% | 0.0% |

Total: 282



## Test Client

January 2023 through December 2023

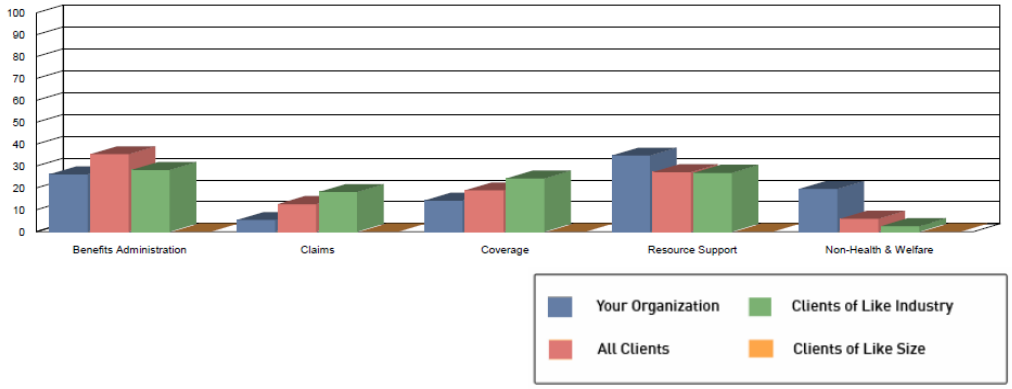
BenefitsVIP Help starts here.

## For what are we being contacted?

The data below reflects the types of cases being handled for your organization compared to all Corporate Synergies clients, clients of like industry and clients of like size.

| Case Type | Number Of Cases | Your Organization | All Clients | Clients Of Like Industry | Clients Of Like Size |
|---|---|---|---|---|---|
| Benefits Administration | 74 | 26.2% | 35.4% | 28.2% | 0.0% |
| Claims | 15 | 5.3% | 12.6% | 18.1% | 0.0% |
| Coverage | 40 | 14.2% | 18.9% | 24.3% | 0.0% |
| Resource Support | 98 | 34.8% | 27.2% | 26.9% | 0.0% |
| Non-Health & Welfare | 55 | 19.5% | 5.9% | 2.5% | 0.0% |

Total: 282




## Test Client

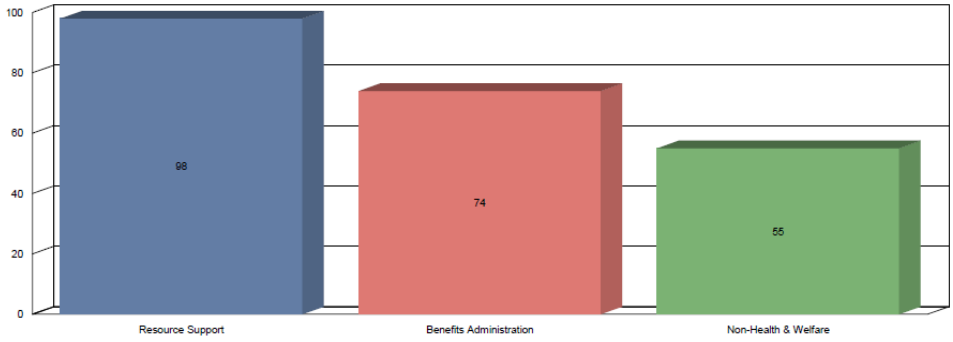
January 2023 through December 2023

BenefitsVIP Help starts here.

## Pareto Analysis:

Also referred to as the 80/20 ratio or the Pareto Principle which states that 80% of the volume (cases) comes from 20% of the causes. A Pareto Analysis helps us to quickly identify the "vital few" that we should focus on, as opposed to the "interesting many."

| Case Task | Number Of Cases | Pareto |
|---|---|---|
| Resource Support | 98 | 35.0% |
| Benefits Administration | 74 | 61.0% |
| Non-Health & Welfare | 55 | 80.0% |



**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.**

John Kern will serve as the City's primary point of contact. John, who currently handles public and private sector benefit plans, understands the unique needs associated with this type of organization. He will bring a strong understanding of the factors required to help the City contain cost, remain compliant and drive administrative efficiencies for your staff. With budget being paramount in all public sector organizations, John specializes in long-term strategies to mitigate cost while minimizing the amount of change experienced by employees. He has also deployed robust wellness programs to help mitigate common cost drivers associated with large public entities.

Please see our service team resumes on pages 33-38 for additional information.

**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.**

Our team brings comprehensive experience in planning and executing health fairs and biometric screening events tailored to the needs of municipal employers. We will coordinate all aspects of the City's annual personal health assessment and health fair, ensuring a seamless, engaging, and impactful experience for employees.

**Event Planning & Logistics:**
We will serve as the single point of contact for all logistics, including scheduling, venue coordination, vendor management, and employee communications. Our project management approach ensures timely planning, effective promotion, and smooth event execution.

**Screenings and Assessments:**
We partner with reputable health screening vendors to provide comprehensive testing services, including:

- Weight and BMI
- Blood pressure
- Total cholesterol and lipid panels
- Glucose levels
- Lifestyle risk assessments (e.g., nutrition, physical activity, stress)

All screening vendors are vetted for HIPAA compliance, clinical quality, and data security.

**Reporting & Analytics:**
During or following the event, individual confidential reports are delivered directly to employees. We also compile aggregate group reporting for the City, offering insights into population health trends, risk stratification, and opportunities for targeted wellness initiatives. These reports are designed to support your health strategy, measure program impact, and inform future planning.

**Coaching & Follow-Up:**
Employees identified with elevated risk factors will be offered access to one-on-one health coaching sessions (in-person, virtual, or telephonic). Our coaching partners are certified health professionals who provide personalized guidance on behavior change, chronic condition management, and overall wellness.

**Integration with Other Benefits & Educational Resources:**
The health fair also includes on-site (or virtual) representation from your other benefit providers, such as:

- Medical, dental, and vision carriers
- EAP providers
- Retirement plan representatives
- Voluntary benefit vendors

Additionally, we coordinate educational sessions and distribute materials on preventive care, mental health, financial wellness, and more ensuring a holistic approach to employee well-being.

**Employee Engagement & Communications:**
We provide end-to-end support in developing promotional materials and registration tools to maximize participation. This includes email campaigns, flyers, and digital sign-ups, with messaging tailored to different employee demographics and work settings.

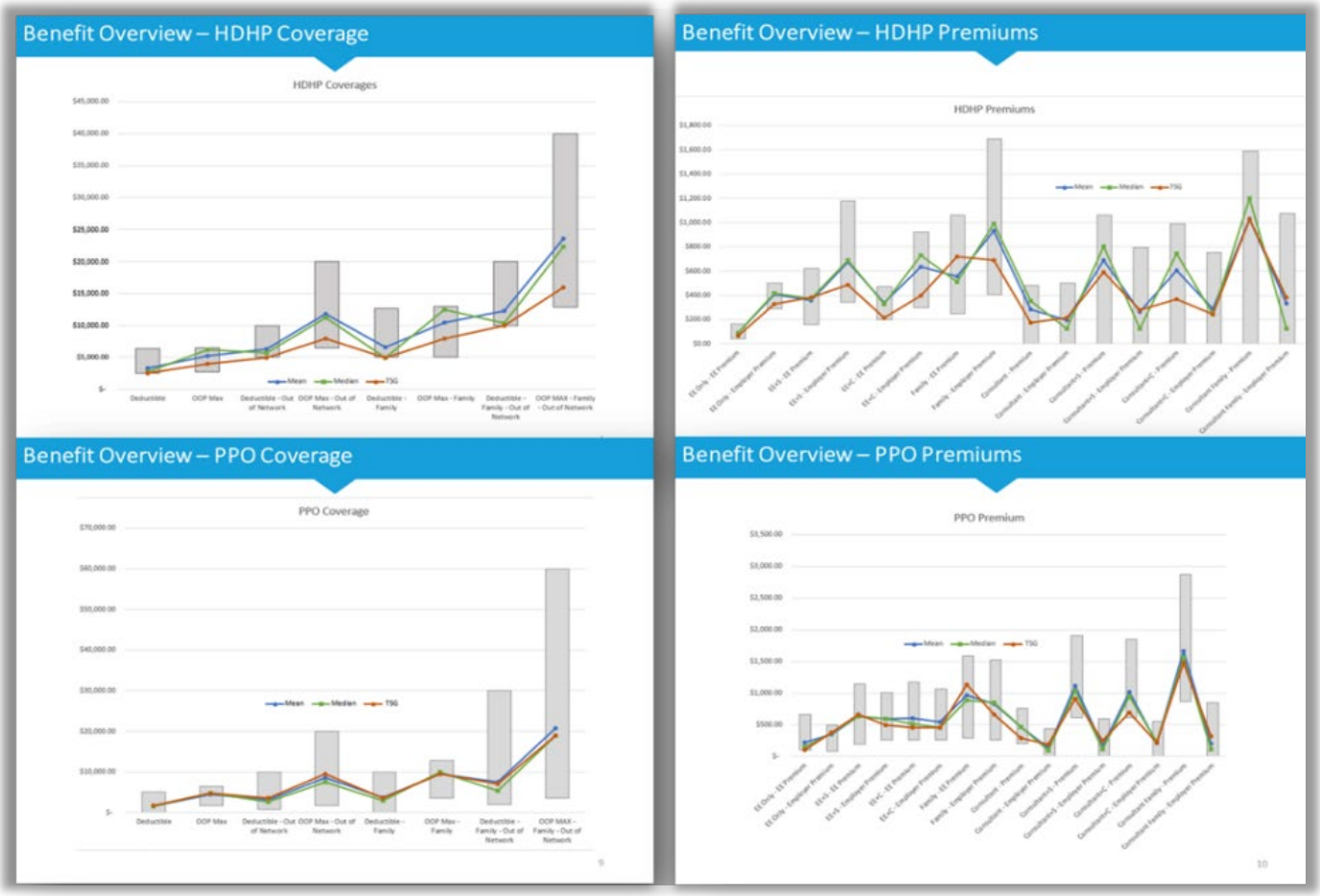
**Commitment to Results:**
Our goal is to not only deliver a successful event but to use it as a strategic tool to improve employee health outcomes, enhance engagement, and reduce long-term benefit costs.

## 7. Collect and provide employee benefit coverage and cost benchmarking data relative to other municipalities in the area.

**Benchmarking**: We benchmark programs to compare how the City's current plan compares to other employer-sponsored government plans in the State and geographical area. This is completed as requested and with our renewal proposal.

We assess your plan designs, identify trends, and monitor plan utilization patterns for opportunities to adjust plan design or to educate consumer behavior. Each of these factors is measured against a national database so we can compare the City's factors against comparable municipalities.

We utilize our multi-sourced normative benchmarking data base that consists of 50,000 unique employer groups. In addition, we use our benchmarking data for opportunities to educate employee consumerism.




**Survey Methodology:** We utilize proven survey methodologies to ensure data accuracy, consistency, and integrity. These surveys include detailed questionnaires and structured interviews with key industry participants, ensuring that all information gathered is statistically sound and reflective of market trends. Our data validation process involves rigorous checks to maintain the reliability of results.

## 8. Provide information on health care trends and updates on relevant regulatory changes to ensure compliance.

Our compliance team consistently monitors regulations and guidance related to Federal/State/local laws and provides strategies to mitigate the employer's risk. Our benefit compliance services include continuous monitoring and information sharing regarding laws, regulations and guidance that impact multi-state employers. Monitoring includes but is not limited to the Affordable Care Act (ACA), COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. This information is distributed through our eAlert program.

We communicate relevant changes through our detailed eAlerts, which we deliver to clients following a government announcement. We also discuss developments in our client-facing webinars, which occur at least quarterly, postings to our HAWC Forum, and in our Compliance MINUTE video series on corpsyn.com. Our compliance team also publishes an annual Compliance Calendar and Compliance Checklist. We host a LinkedIn group, Health & Welfare Compliance Forum (HAWC), with postings on employee benefits compliance, Healthcare Reform alerts, updates, and industry news.



COMPLIANCE ALERT

FOUNDATION RISK PARTNERS

**Making Sense of the End-of-Year Benefits Legislation**

January 6, 2025

**Action Required:**

Ensure your HDHP does not include first-dollar telehealth coverage.

Change distribution policies to align with the new PBRA rules, including Forms 1095-B/-C to employees when requested.

Align ACA information reporting & ESR policies to the new ERIA rules.

Decide if you will send out fixed indemnity notices to employees, which are no longer required.

As we neared the end of 2024, Congress introduced, finalized and then rescinded a plethora of new bills with new benefits rules, but not all were signed into law. The two main areas of benefits rules impacted were the Affordable Care Act (ACA) information reporting rules and rules that were expected to extend COVID-era telehealth relief applicable to high deductible health plans (HDHPs). Additionally, while not a legislative change, a federal court in Texas has struck down the requirement to provide a required notice about fixed indemnity coverage. This e-Alert aims to sort out the confusion from these end-of-the year rule changes in order to help employers and plan sponsors understand how these areas of benefits regulation will operate in 2025.

**Telehealth Relief for HDHPs Ends**

Beginning January 1, 2025, HDHPs will no longer be allowed to offer first-dollar coverage of telehealth services while maintaining their participants' health savings account (HSA) eligibility. As background, Congress passed the CARES Act in March of 2020 during the COVID-19 pandemic, part of which allowed HDHPs to cover 100% of the cost of telehealth services without application of the deductible (first-dollar coverage) and while still permitting the HDHP's participants to remain eligible for their HSAs. The CARES Act allowed this first-dollar coverage through the end of 2021, which was then renewed in April of 2022 through the Consolidated Appropriations Act of 2022, and was then renewed again with another extension through the Consolidated Appropriations Act of 2023 until January 1st of 2025.

While it was anticipated that Congress would act to extend the relief for another two years as a part of the funding bill to prevent the government shutdown (as discussed in our recent E-Alert here), the relief did not make it into the final funding bill that was passed and signed into law by President Biden. Since this telehealth relief was not extended, HDHPs must now charge the fair market value for the telehealth services provided beginning January 1, 2025.

**ACA Changes**

On December 23, 2024, President Biden signed two bills into law overhauling the current process for ACA information reporting and related Employer Shared Responsibility (ESR) requirements: H.R. 3797, the Paperwork

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COMPLIANCE ALERT

FOUNDATION RISK PARTNERS

Reduction Act (PBRA), and H.R. 3801, the Employer Reporting Improvement Act (ERIA). Both of these new in motion changes to ACA information reporting and ESR standards that ease these requirements on ers and plan sponsors.

*es this Development Change the Law?*

ground, there are requirements in place under the ACA for reporting information about employer-sponsored nsurance coverage on Forms 1094 and 1095 (the "Forms"), including about whether the coverage is ble and meets the standards of minimum essential coverage (MEC) and minimum value (MV).

these new laws, employers with more than 50 full-time employees, including full-time equivalents, were to provide paper copies of the Forms 1095-B/1095-C to all full-time employees.

*ule Changes:*

RA now allows employers to provide copies of the Forms 1095-B/1095-C only to employees who request it. sted by an employee, the applicable Form must be provided by the later of January 31 or 30 days after the the request. However, there is one important requirement that must be satisfied first—in order for ers and sponsors to take advantage of this rule change, they must first provide a notice to employees that em about their right to ask for a Form.

e expect more guidance on the requirements for the form and content of these notices, for now, a good fort to provide such notices will likely be ACA-compliant. This development is much welcomed by employers n sponsors and has the potential for considerable savings in distribution costs.

*ule Changes:*

he current rules, employers are required to use the employee's Tax Identification Number (TIN) in these most commonly the employee's social security number. The ERIA allows the employer to use an employee's in lieu of their TIN when the TIN is not available.

ally, the ERIA codifies the IRS' current practice of allowing employers to offer the Forms 1095-B and 1095- viduals electronically if an individual affirmatively consented to receive forms electronically at any prior owever, an individual may revoke such prior consent in writing.

A also implements a six-year statute of limitations that applies to collecting ESR penalty assessments. ly, the IRS had stated that no statute of limitations applied to collecting ACA ESR penalties. Now, the ERIA s that the six-year period for this statute of limitations will begin to run on the later of the due date for filing site ACA information reporting Form or the actual date that the applicable ACA Form was filed.

nder current rules, if an employer receives an ESR penalty assessment from the IRS (an IRS Letter 226J) he lack of MEC being offered to at least 95% of full-time employees and their dependent children, or due to erage not being considered MV or affordable, employers must respond to the penalty assessment letter 0 days. The ERIA provides a longer response time of 90 days to such an ESR penalty assessment letter. The on of time for response to ESR penalty letters should alleviate the need for an extension request, which is y a common practice.

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**9. Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administrative services in compliance with federal and state regulations, at no additional cost to the city.**

Our firm provides COBRA administration services that integrate with other systems and workflow processes, including:

- Implementation of COBRA services
- Evaluation of current procedures and recommendation of improvements
- Notification of transition to existing participants
- Monthly premium billing and collection of monies
- Dissemination and tracking of COBRA qualifying event notices
- Eligibility (adds, terms and changes) forwarded to carriers/TPAs
- Advanced reporting available through a comprehensive employer website

We deliver COBRA services through our long-term strategic partner and industry best-of-breed third-party administrators. Among them: Medcom, PlanSource, Infinisource, WageWorks and Discovery.

**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.**

Federal and State regulatory compliance is a core competency. Our full-service, comprehensive benefits compliance services are provided through our internal Compliance Department under the direction of our head Benefits Attorney, Daniel Kuperstein. Our engagement for the City will begin with a thorough compliance assessment audit and continue 52 weeks a year.

We will leverage our systematic monitoring and information-sharing platform to educate and inform the City on all Federal and State laws, regulations, and guidance that impact your health and welfare plans.

Monitoring by our internal compliance experts includes but is not limited to the Affordable Care Act, COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. Our comprehensive suite of compliance services features:

- **Onsite Compliance Assessment/Audit**: A thorough review of the client's current compliance initiatives and a complete report, recommendations, and Service Plan for remediation of all deficiencies and ongoing best practices.
- **Regulatory eAlert Bulletin Services**: The latest information on regulatory changes.
- **Webinars**: Information-sharing and expert analysis on a variety of topics.
- **In-House Compliance Expertise**: Information-sharing and guidance on all health and welfare compliance topics:
    - **Compliance assessments:** Review plans, policies, procedures, and filings for compliance with federal, state, and local laws and regulations.

- **ERISA plan document/SPD amendment**: Draft and amend plan documents and summary plan descriptions.
- **Filing and reporting assistance**: Assist with IRS Form 5500 filings, ACA Information reporting and the delinquent filer Voluntary Compliance program.
- **Healthcare Reform guidance**: Proactive consultation by experts in the ACA and other related laws and regulations.
- **HIPAA training**: Educating privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- **COBRA compliance review**: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- **Nondiscrimination consulting**: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- **Wellness plan review**: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- **Miscellaneous consultation:** Analysis of regulations specific to COVID-19 (FFCRA), Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

**Thought Leadership Events - Dan Kuperstein:**
We are recognized by SHRM to offer Professional Development Credits (PDCs) for SHRM-CP or SHRM-SCP. Our forums and webinars have also met the HR Certification Institute's criteria to be pre-approved for recertification credit. Our webinars and forums are valid for at least one PDC for SHRM-CP or SHRM-SCP and HRCI credit. ERISA attorney Dan Kuperstein and other internal subject matter experts host quarterly hour-long, deep-dive webinars on a variety of topics.

Our Account Management team regularly researches the industry for methods to improve plan design, employee engagement, wellness strategies, etc., and communicates this information to clients. The City will have a dedicated compliance consultant and have direct access to our full compliance staff via phone or email as part of our concierge approach to client service and peace of mind.

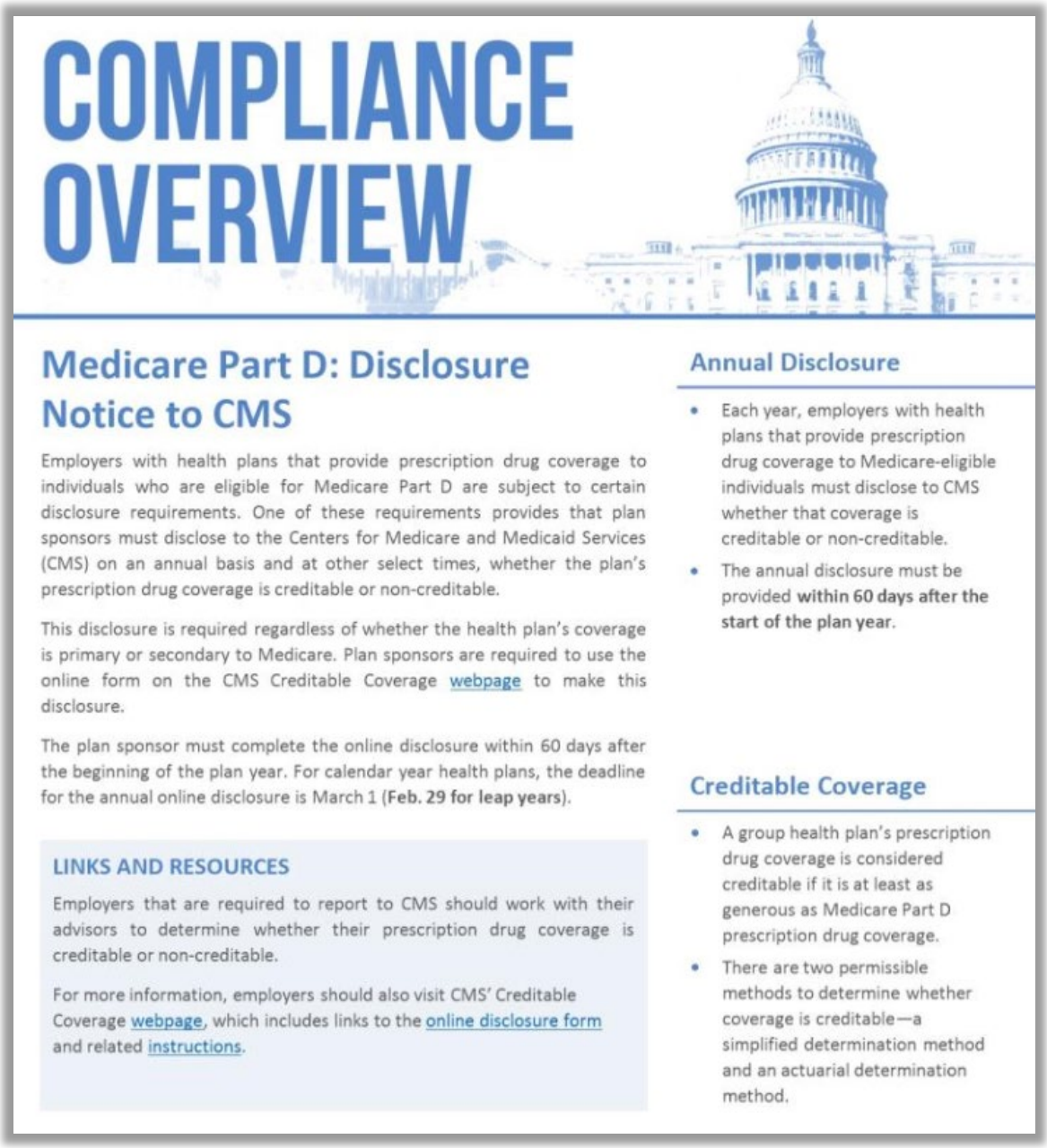
The City is also supported by an actuarial team, in-house underwriters, and other compliance subject matter experts. The healthcare arena is an ever-evolving landscape, and we support our clients as new requirements emerge. For requirements such as the PCORI fee, we will send out an annual notification to remind the City of the annual deadline. We will also provide calculations using the approved methodologies to determine which approach is the best financial option for the City.

Our staff regularly attends national and regional conferences, forums and symposiums sponsored by industry and trade associations, including the National Business Group on Health. We also leverage memberships in the following groups to gain insights into benefits and health and wellness innovations:

Our firm coordinates with the Council of Insurance Agents & Brokers (CIAB), National Business Group on Health (NBGH), National Association of Health Underwriters (NAHU) and other industry associations. These groups provide client-facing and internal trainings on significant regulatory developments.

Our executives have participated in CIAB's Legislative and Working Group Summit to lobby U.S. senators and representatives on benefit issues that are of critical importance to our employers. The Summit brings together Congress and voting partners to listen to the broker community who relays critical benefit issues and challenges experienced by their clients.

Our compliance consultants routinely communicate breaking news that we learn from participation in the Legislative Working Group for the Council of Insurance Agents and Brokers (CIAB) in Washington, D.C. We also monitor legislative sources, including subscription news services through Thomson Reuters Checkpoint and BNA, as well as through the government agencies. We discuss legislative and regulatory developments in our detailed eAlerts, which we deliver to clients following a government announcement.



# COMPLIANCE OVERVIEW

## Medicare Part D: Disclosure Notice to CMS

Employers with health plans that provide prescription drug coverage to individuals who are eligible for Medicare Part D are subject to certain disclosure requirements. One of these requirements provides that plan sponsors must disclose to the Centers for Medicare and Medicaid Services (CMS) on an annual basis and at other select times, whether the plan's prescription drug coverage is creditable or non-creditable.

This disclosure is required regardless of whether the health plan's coverage is primary or secondary to Medicare. Plan sponsors are required to use the online form on the CMS Creditable Coverage webpage to make this disclosure.

The plan sponsor must complete the online disclosure within 60 days after the beginning of the plan year. For calendar year health plans, the deadline for the annual online disclosure is March 1 (**Feb. 29 for leap years**).

### LINKS AND RESOURCES

Employers that are required to report to CMS should work with their advisors to determine whether their prescription drug coverage is creditable or non-creditable.

For more information, employers should also visit CMS' Creditable Coverage webpage, which includes links to the online disclosure form and related instructions.

### Annual Disclosure

- Each year, employers with health plans that provide prescription drug coverage to Medicare-eligible individuals must disclose to CMS whether that coverage is creditable or non-creditable.
- The annual disclosure must be provided **within 60 days after the start of the plan year.**

### Creditable Coverage

- A group health plan's prescription drug coverage is considered creditable if it is at least as generous as Medicare Part D prescription drug coverage.
- There are two permissible methods to determine whether coverage is creditable—a simplified determination method and an actuarial determination method.

**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.**

FRP is committed to supporting a seamless continuation of your existing employee healthcare coverage, provider network, and strategic benefit initiatives to minimize disruption and preserve the quality of care currently in place with FHCP. Our approach emphasizes stability for employees while aligning with the municipality's financial goals and regulatory requirements.

**Continuation of Existing Coverage and Strategic Initiatives:**
We recognize the importance of maintaining:

- **The current provider network**, to ensure employees can continue care with their existing physicians and specialists.
- **Active strategic programs**, such as the use of no-cost or low-cost clinics, wellness incentive structures, and preferred prescription drug programs that are already in place and yielding positive results.
- **Established benefit levels**, including deductibles, coinsurance, and out-of-pocket maximums, to avoid confusion and ensure predictability for employees and their families.

To the extent possible, and within available budget parameters, FRP will:

- Conduct a full **renewal analysis** with current carriers and networks to preserve plan design and provider access.
- Collaborate with your HR and finance teams to prioritize **low-disruption solutions**.
- Facilitate employee communication and education to reinforce continuity of care.

**Cost and Disruption Analysis for Any Proposed Renewal Plan Changes:**
If any changes to the current plan design, carrier, or network are necessary due to financial or regulatory shifts, we will provide a thorough **Cost and Disruption Analysis** that includes:

- **Cost Impact Analysis**:
  - A side-by-side comparison of the **current plan vs. proposed plan** (including premiums, claims projections, employer and employee cost share).
  - Long-term projections showing **5-year trend impact**, including savings from strategic initiatives (e.g., clinic utilization, wellness engagement, PBM carve-outs).
  - Identification of areas where cost shifts can occur without negatively impacting employee care quality.
- **Disruption Analysis**:
  - **Provider disruption report** to identify any in-network to out-of-network transitions, including primary care providers, specialists, and key facilities.

- **Pharmacy disruption analysis**, showing any formulary changes or availability issues with maintenance or specialty medications.
- Member-level impact data, detailing how many employees (and dependents, if applicable) could be affected by any change in network or benefits.

- **Mitigation Strategy**:
  - Tailored **transition of care programs** for members undergoing ongoing treatment.
  - Clear **communication materials and support tools** (FAQs, hotlines, comparison charts) to reduce confusion and anxiety during the transition.
  - Strategic use of **clinic services and telehealth**, when applicable, to offset care gaps and reduce costs.

FRP's renewal and transition strategy prioritizes minimizing disruption, preserving care continuity, and maintaining employee satisfaction. We do not recommend changes that would materially affect employees' ability to access needed care without conducting a full impact assessment and providing clear, actionable mitigation solutions.

We look forward to reviewing your current plan data and developing a renewal roadmap that honors the strategic progress already made while seeking continued savings and improvements.

**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.**

Our team will work with your health insurance provider and staff to develop and facilitate wellness strategies. We use our health plan analysis that is a core competency for our organization and the foundation for gaining a deeper understanding of our clients' benefit programs.

Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State mandates.

- Negotiate with your health insurance carrier wellness dollars to financially support your health fair, biometric screening event and activities.
- Wellness Committee – At the City's discretion, our team can set up, manage, and attend all wellness committee meetings to share and implement ideas and structure.
- Set up and manage a timeline for all activities, with the City's Wellness committee input.
- We are prepared to assist/manage a biometric screening/health fair event that includes Health Risk Assessments, employee's wellness education and local wellness vendor participation.
- Include wellness incentives for participation.
- Strive for 50% or better participation.
- Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
- Review EAP utilization and educate employees on using the program.

- Develop and manage custom wellness activities with a focus on the City's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n learns, financial fitness campaigns, health workplace initiatives, and promote the City's EAP program.
- Will design and conduct customized assessments and/or employee surveys.

Gary Cassidy, Director of Wellness and Employee Education & Communication leads our wellness division. He will collaborate with the City to develop and implement education and wellness strategies designed to drive positive changes in plan participant benefits understanding and behavior.

Throughout the year, our wellness and account management team will collaborate with the City and the insurance carrier's wellness program to organize seminars and wellness programs centered around the overall health and wellbeing of your employees. Utilizing the wellness funds negotiated into your health insurance contract, we will coordinate with local health, nutrition and preemptive care vendors that will help reinforce the City's overall commitment to wellness.

**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.**

**Open Enrollment Coordination:**
We will work with Human Resources and Finance departments to schedule open enrollment and other employee education meetings in a required group format supported/required by City leadership onsite, virtually, or both. Our team will assist in the development and modification of open enrollment materials. During open enrollment, we provide daily reports on enrollment status to help identify employees who have either completed or not completed their enrollments. We can also arrange health fairs or other special events. We provide posters, email communications and/or flyers to promote attendance to scheduled meetings to boost attendance.

**Open Enrollment Facilitation:**
We create and facilitate open enrollment communications that include on-site and pre-recorded presentations, PowerPoint presentations, webinars, virtual presentations, and supporting printed and online materials. Foundation Risk Partners creates related contracts and/or amendments and assists in the development and modification of open enrollment materials.

*Our optional technology empowers plan participants to properly enroll in and use their benefits. This technology modernizes administration and facilitates participant self-service and communications processes. Our technology employs artificial intelligence designed to help participants with decision-making. Features include paycheck modeling and decision support tools. This best-in-class solution streamlines and automates enrollment and eligibility systems, connects you with your participants, and helps them manage their benefits.

The system eases benefit demands on an HR staff. For example, it will notify your participants when they need to enroll and indicate how many days, they have remaining to complete an open enrollment or a new hire enrollment process. The notification tool will help your HR department eliminate manual tracking and communication of benefit eligibility and enrollment windows. Notification can be a scheduled process and requires no action from an HR administrator.

**Post-Enrollment Support:**
We supervise the following post-enrollment tasks:

- Carrier/vendor deliverables.
- Generation of identification cards.
- Delivery of benefit summaries (reviewed to ensure accuracy).
- Delivery of contracts, amendments, and summary plan descriptions (also reviewed for accuracy).

Approximately one month after open enrollment, we conduct a post-renewal meeting. We review the financial results of the open enrollment, changes in plan enrollment, and the processes of enrollment while looking for areas of improvement. During this meeting we set the agenda for other priorities. We provide a migration report and summary, finalize contributions/cost-share based on final enrollment, and establish an actual-to-expected report once contributions and cost share are determined based on new enrollments.

**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.**

We affirm that we will meet this requirement.

Our firm is committed to delivering streamlined, cost-effective solutions that enhance the City's benefits administration without adding financial or operational burden. We will provide and manage an intuitive, full-service **employee benefits enrollment platform** and oversee the **HSA/FSA banking relationship**—all at **no cost to the City**.

**Benefits Enrollment Platform:**
We offer access to a user-friendly, web-based benefits administration platform that supports:

- Annual open enrollment
- New hire onboarding
- Qualifying life event changes
- Real-time plan comparisons
- Cost calculators and decision-support tools

The system is mobile-accessible, integrates with most payroll platforms, and includes employee self-service capabilities to reduce administrative workload.

**Current Vendor Integration & Minimal Disruption:**
We understand the importance of continuity and are committed to **leveraging your existing vendors whenever possible** to avoid unnecessary disruption. Our team will:

- Integrate current medical, dental, vision, and voluntary benefit carriers into the platform.
- Coordinate directly with existing HSA/FSA vendors to ensure seamless data exchange and participant access.
- Perform thorough testing and validation to ensure accuracy and efficiency.

If enhancements or replacements are needed, we will present those options transparently, always prioritizing the City's operational stability and employee experience.

**HSA/FSA Banking Relationship Management:**
Our role includes overseeing the administration and servicing of HSA and FSA plans, including:

- Supporting account setup and enrollment.
- Ensuring compliance with IRS regulations.
- Facilitating employee education and communication.
- Coordinating with existing or preferred banking partners for smooth fund access and account management.

If the City currently partners with a preferred HSA/FSA vendor, we will maintain that relationship and handle all necessary coordination and support. If no vendor is designated, we can recommend proven providers with robust platforms and competitive fee structures.

**Ongoing Support & Compliance:**
Our team will provide continuous support to City staff and employees, including:

- Real-time technical support and troubleshooting.
- Timely updates on IRS contribution limits and regulatory changes.
- Customized training sessions and communications for HR and employees.

By managing these systems and maximizing the use of **existing relationships and infrastructure**, we ensure a smooth, efficient, and employee-friendly benefits experience. We are committed to minimizing disruption while enhancing your benefits administration capabilities.

**15. Create electronic and printable annual benefit summaries utilizing the city's current design standards, as well as other documents as requested.**

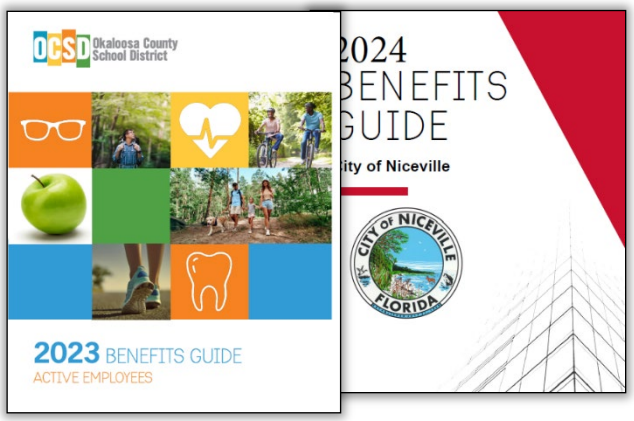
**Customized Communications:**
Employee communications are a core competency. We provide in-house *Employee education and communication strategies* that engage and educate plan participants to increase benefit literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.

Our typical communication deliverables include Open enrollment and new hire employee packets/Benefit Guides, posters, flyers, newsletters, postcards, and PowerPoint presentations. All of these can be electronic and linked to any web-based platform.

Below are examples of what this looks like:

- **A benefits guide** that is updated at renewal, provides all the annual notification requirements associated with the Exchange Notice, Michelle's Law, COBRA, Newborns' and Mother's Health Protection Act, HIPAA, CHIP, WHCRA, MHPAEA, Medicare Part D notices, etc. The guide can exist on your HRIS or intranet allowing easy content updates.

- **A traditional benefit summary** can be converted into an electronic flip book.
- Custom Videos and multi-media presentations covering a wide range of communications topics.
- Social media can be an important part of a communication strategy. Our award-winning social media solutions have help clients reach and connect with employees that were previously disengaged.




We have a wide array of tools to effectively engage the City's workforce on how to best utilize their plans and programs available, with the goal of lowering their out-of-pocket expenses associated with healthcare. We will engage your plan participants and retirees through custom digital communications, built around your unique characteristics and needs. We have a vast library of outreach campaigns for wellness, education, open enrollment support, and more, which can be easily converted to most digital formats. Some sample materials have been included below.



**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.**

We affirm to meet this requirement, our team is prepared to participate and meet in person with the insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff. In addition, we are prepared to meet with all requested committee meetings to include all insurance committee and wellness committee meetings. Since our approach to supporting our client's benefits program is a year-round engagement, we aim to over-communicate to ensure the congruence of support with the right path toward achieving your long-term strategic goals. Our meeting structure includes, but is not limited to:

- **Ongoing Activity:** We currently hold bi-weekly project plan calls to touch base on all program management activities. During these calls we discuss the status of each open activity detailed in the Project Plan.
- **Quarterly Strategy:** We conduct quarterly meetings to review claims and financials/budget, address any service and administration issues, review BenefitsVIP reporting, and discuss industry updates on compliance or trends.
- **Mid-Year Pre-Renewal:** 7 months in advance of the renewal our team will review claim reporting and utilization provided by the carrier. Our actuarial team will utilize develop claim projections for the upcoming fiscal/plan year. This information will prepare you well in advance and will allow us to strategize on how to address cost-drivers mid-year while allowing you to budget appropriately.
- **Renewal Review:** Due to the size of your group and your funding status, we can request that the carriers deliver the renewals several months prior to your actual effective date. We will review incumbent carrier renewal numbers along with the marketing approach preferred by procurement.
- **Post-Renewal Strategic Planning Meeting:** This occurs approximately one month after the renewal. We review the financial results of the open enrollment, changes in plan enrollment etc., and the processes of enrollment while looking for areas of improvement. This meeting is also used to set the agenda for other priorities after open enrollment has been completed.

The client relationship is extremely critical to our value. The multiple touch points we offer throughout the relationship will develop a deeper understanding of your needs. We also enhance that perspective with informal get-togethers and discussions. In addition to face-to-face meetings, your team members will be available by phone and email.

**Face to Face Service-Participant Level:**
We affirm to provide local, face-to-face service for members during open enrollment to meet with our agents or service personnel, in group formats that are sponsored by City leadership. The goal and focus of our group face-to-face meetings are to educate members on their plans, guide them thru the process, conduct open enrollment, benefits fairs, and community events. For example, at Okaloosa

Schools, we mobilized our team to provide in person group meetings for employees and key department heads including the coordination of multi- campus enrollments.

**Face to Face Service-District Level:**
We affirm to provide local, face-to-face District level (employer focused) focused Board and Insurance committee meetings at minimum on a quarterly basis, or as desired by the Board/Insurance Committee. These meetings will include wellness, claims reviews, renewal projections, technology solutions, alternative markets for voluntary and supplemental coverage, as well as union questions/concerns, and more.

**Industry Leading Member Advocacy Team (BenefitsVIP):**
For day-to-day member and HR support, we will provide a **one** stop first party administrative and advocacy support team providing response and resolution for employees and their dependents. The BenefitsVIP team are extensions of your HR staff and will handle **ALL** your benefits needs with 1 number to call, no matter the carrier.

We will provide 6-7 dedicated team members available Monday thru Friday, 8:30am-8:00pm EST. Every call is tracked, recorded, pareto analysis, and stewardship reports developed for board meetings, insurance committee meetings, and scope of services audits. We will provide detailed reporting and audits to HR, Insurance Committee and Board to create a data driven programmatic approach to member engagement and services. BenefitsVIP team are W-2 employees of Foundation Risk Partners, US Citizens, average 22 years of experience, and exclusive to Foundation Risk Partners.

# Tab 5

# Fees

- **Provide the firm's fee structure.**

**Summary and Pricing Schedule:**
As the appointed Health and Welfare Insurance Broker/Consultant for City of Ormond Beach, Foundation Risk Partners will manage the Health & Welfare Plans as outlined below.

| *Compensation Summary* | *Employee Calculation* | *Fee Type* | *PEPM* | *Number of EE's* | *Annual Fee* |
|---|---|---|---|---|---|
| ***Core Brokerage & Consulting* / COBRA Administration** | Covered | Fee for Service | N/A | N/A | $85,000 |
| ***OPTIONAL SERVICES:*** | | | | | |
| **Compliance Support** (Plan Doc, SPD, SMM's) | All | Fee for Service | N/A | N/A | $6,500 |
| ***Benefits Administration Technology*** • O.E. Maintenance/Support (costs may be covered by negotiating tech credits with ancillary carriers) | Eligible | Fee for Service | $1.75 | 362 | $7,602 |

**Commissions**: Beyond the fee/commissions received for Core Brokerage, Consulting & Administrative Support services, FRP is eligible to receive 100% of the non-medical ancillary/voluntary/worksite commissions paid by insurance carriers for insurance policies currently in-place and any additional insurance policies implemented by FRP in the future, where FRP is the Client's appointed Broker of Record. The specific amount of the commissions will vary over time based on lines of coverage offered, number of participants enrolled, premium cost per member, and the commission rates set by the carrier.

# Tab 6

# Required Forms

**Proposer Acknowledgment Form**

# 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: Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services

PROPOSER'S MAILING ADDRESS: 780 W. Granada Blvd.

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 81-5191759
PHONE NUMBER: 386-999-0001

EMAIL: Eric.Brewer@foundationrp.com
If returning as a "No Submittal", please state reason (s

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Ross Beach
NAME (TYPED)

Director of Risk Management
TITLE

5/15/25
DATED

Page 1 of 27

## Verification of Employment Status Using E-Verify System

**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.

Foundation Risk Partners Corp. dba
Foundation Risk Partners Public Entity Services
COMPANY NAME

AUTHORIZED SIGNATURE

Ross Beach
NAME

Director of Risk Management
TITLE

5/15/25
DATE

Page 21 of 27

**RFP Response Form**

**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.

Page 22 of 27

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services

VENDOR/CONTRACTOR LICENSE NUMBER: L100460

ADDRESS: 780 W. Granada Blvd., Ormond Beach, FL 32174

PHONE NO.: 386-999-0001 FAX NO.: 386-777-2819

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

TITLE: Director of Risk Management

**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.**

Page 23 of 27

**Conflict, Non-Conflict of Interest Statement Litigation Statement**

*THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL*

## City of Ormond Beach
## CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
## LITIGATION STATEMENT

**1.**

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

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

**2.**

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

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

Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services
COMPANY NAME

AUTHORIZED SIGNATURE

Ross Beach
SIGNER'S NAME (PRINT OR TYPE)

Director of Risk Management
TITLE

5/15/25
DATE

*THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL*

Page 24 of 27

## Drug-Free Workplace Certification Form

**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.

Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services
Company Name

Authorized Signature

Ross Beach
Print Name

Director of Risk Management
Title

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## Affidavit of Compliance with Section 287.138, Florida Statutes

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES**

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

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

1. Affiant is the Director of Risk Management (Title) of Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services (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: May 15, 2025 Signed: [signature]

Entity: Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services Name: Ross Beach

Title: Director of Risk Management

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15th day of May, 2025, by Ross Beach 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:*

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

My commission expires: Michele C. Gomez

***This document must be completed and returned with your Submittal***

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## Human Trafficking Affidavit

**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 Ross Beach. I am over the age of Twenty-one years old. I am the Director of Risk Management (Title) of Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services (Business Name), a 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.

Further Affiant sayeth not.

Date: May 15, 2025

Signed: [signature]
Print Name: Ross Beach
Title: Director of Risk Management

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 15th day of May, 2025 by Ross Beach as Director of Risk Mgmt on behalf of Foundation Risk Partners who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Michele C. Gomez
Notary Public, State of Florida
*Printed name, commission and expiration of commission term*

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

**This document must be completed and returned with your Submittal**

Page 27 of 27

## FRP Certificate of Insurance

FOUNRIS-04 TQUINN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2025

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
KMRD Partners Risk and Insurance Solutions - Warrington
2600 Kelly Road, Suite 120
Warrington, PA 18976

CONTACT NAME:
PHONE (A/C, No, Ext): (267) 482-8390 FAX (A/C, No): (267) 482-8431
E-MAIL ADDRESS: contactus@kmrdpartners.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : ACE American Insurance Company | 22667 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Foundation Risk Partners Public Entity Services
780 W Granada Blvd
Ormond Beach, FL 32174

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | | | 36072109 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | POLICY AGGREGAT | $ 10,000,000 |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 73626085 | 4/1/2025 | 4/1/2026 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 25,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 78195678 | 4/1/2025 | 4/1/2026 | AGGREGATE | $ |
| | DED X RETENTION $ 0 | | | | | | Aggregate | $ 25,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) | | | (26)71836285 | 4/1/2025 | 4/1/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Named Insured Schedule:**
**FRP Investors II, L.P.**
**FRP Holdings, Corp.**
**FRP Parent II, Corp.**
**Foundation Risk Partners, Corp.**
**Synetro-CSG Holdings, LLC**
**Corporate Synergies Holdings, LLC**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

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

AUTHORIZED REPRESENTATIVE
Charles H. Fryhofer

ACORD 25 (2016/03)
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AGENCY CUSTOMER ID: FOUNRIS-04 TQUINN
LOC #: 1

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| AGENCY | NAMED INSURED |
|---|---|
| KMRD Partners Risk and Insurance Solutions - Warrington | Foundation Risk Partners Public Entity Services<br>780 W Granada Blvd<br>Ormond Beach, FL 32174 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Corporate Synergies Group, LLC
Foundation Real Estate Purchasing Group, LLC
Harbor Management Group, LLC
Homeland Management, LLC
Millenium Asset Management, Inc.
The L. Warner Companies, Inc.
FRP Insurance Services, LLC

Any Subsidiary of the Named Insured is included as an Insured per the policy terms and conditions.

City of Ormond Beach is included as Additional Insured with respect to the General Liability and Auto Liability when required by written contact. 30 days' notice of cancellation, except for 10 days for non-payment of premium, will be provided to the certificate holder by the carrier with regard to the General Liability when required by written contract. )

ACORD 101 (2008/01)

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FMIT
FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

May 21, 2025

Rob Hart
Purchasing Coordinator
City of Ormond Beach
22 South Beach St, Room 102
Ormond Beach, Florida 32174

Re: Request for Proposals: Employee Benefits Broker of Record Services

Dear Mr. Hart:

Thank you for considering the Florida Municipal Insurance Trust (FMIT) for your employees' group health coverage. The Florida League of Cities, administrator of the FMIT, established its first insurance program in 1977 and is now a leading provider of liability, property, and health lines of coverage in Florida.

Recognized for its outstanding service and competitive pricing, the FMIT continues to maintain superior financial stability with total assets of approximately $500 million and a surplus of $194 million. What really sets us apart is our long history of working with local governments.

The FMIT is governed by elected officials and provides insurance services for more than 550 public entities in Florida, including more than 250 municipalities. Our programs are designed in response to the needs and requests of our members. Providing these services has saved our cities untold amounts of time and money over the past 40 years.

Florida Statute 112.08(2)(a) authorizes your City to participate in the insurance programs offered by the FMIT. Our coverage is specifically designed to help local governments provide quality benefits to employees at the lowest possible cost.

Our group health coverage, provided in partnership with UnitedHealthcare, is designed to serve the unique needs of Florida's municipalities. This coverage offers many benefits at no additional cost to your City including:

- Automated online enrollment and billing services.
- Direct support from League staff on claims management.
- All plans fully compliant with the Affordable Care Act.

PO Box 538135
Orlando, FL 32853-8135

Phone: 407.425.9142
Fax: 407.425.9378

insurance.flcities.com

- Access to Hometown Health, a customized wellness initiative designed exclusively by and for cities. This easy-to-implement program features:
    - Wellness screenings with professional health coaches.
    - Health challenges and incentive awards, including Visa gift cards.
    - On-site services and health coaching provided by the League for your employees.
    - Monthly newsletter from your wellness coordinator with helpful tips, articles and recipes.

These services are provided to hundreds of members across the state by the dedicated staff of the Florida League of Cities.

Thank you for your consideration.

Sincerely,

Lindsey Fisher
Health Marketing Manager
Florida League of Cities, Inc.
125 East Colonial Drive
Orlando FL 32801
Phone: 920-606-9716
Fax: 407.425.9378
Email: lfisher@flcities.com